



**LAS VIRGENES MUNICIPAL WATER DISTRICT**  
4232 Las Virgenes Road, Calabasas, CA 91302

**AGENDA**  
**REGULAR MEETING**  
**June 2, 2020, 9:00 AM**

Public Participation for Meetings of Las Virgenes Municipal Water District Board of Directors in Response to COVID-19

On March 4, 2020, Governor Newsom proclaimed a State of Emergency in California as a result of the threat of COVID-19. On March 17, 2020, Governor Newsom issued Executive Order N-29-20 (superseding the Brown Act-related provisions of Executive Order N-25-20 issued on March 12, 2020), which allows a local legislative body to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body. Pursuant to Executive Order N-29-20, please be advised that members of the Las Virgenes Municipal Water District will participate in meetings telephonically.

**PUBLIC PARTICIPATION:** Pursuant to Executive N-29-20 and given the current health concerns, members of the public can access meetings live on-line, with audio and limited video, at [www.LVMWD.com/LiveStream](http://www.LVMWD.com/LiveStream). In addition, members of the public can submit comments electronically for consideration by sending them to [www.LVMWD.com/LiveStream](http://www.LVMWD.com/LiveStream). To ensure distribution to the members of the Las Virgenes Municipal Water District Board of Directors prior to consideration of the agenda, please submit comments 24 hours prior to the day of the meeting. Those comments, as well as any comments received during the meeting, will be distributed to the members of the Board of Directors and will be made part of the official public record of the meeting. Contact Josie Guzman, Executive Assistant/Clerk of the Board, at (818) 251-2123 or [jguzman@lvmwd.com](mailto:jguzman@lvmwd.com) with any questions.

**ACCESSIBILITY:** If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Any person who requires a disability-related modification or accommodation, in order to observe and/or offer public comment may request such reasonable modification, accommodation, aid, or service by contacting the Executive Assistant/Clerk of the Board by telephone at (818) 251-2123 or via email to [jguzman@lvmwd.com](mailto:jguzman@lvmwd.com) no later than 9:00 AM on the day before the scheduled meeting.

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols, complete a speakers' card, and hand it to the Clerk of the Board. Speakers will be recognized in the order the cards are received. A live webcast of the meeting will be available at LVMWD.com. Also, a web-based version of the speaker card is available for those who would like to submit written comments electronically or request to make public comment by telephone during the meeting.

The Public Comments agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may also present comments on matters on the agenda; speakers for agendized items will be recognized at the time the item is called up for discussion.

Materials prepared by the District in connection with the subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon request to the Clerk of the Board.

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## **PLEDGE OF ALLEGIANCE**

### **1 CALL TO ORDER AND ROLL CALL**

### **2 APPROVAL OF AGENDA**

### **3 PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

### **4 CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered to be routine, non-controversial and normally approved with one motion. If discussion is requested by a member of the Board on any Consent Calendar item, or if a member of the public wishes to comment on an item, that item will be removed from the Consent Calendar for separate action.

#### **A List of Demands: June 2, 2020 (Pg. 6)**

Receive and File

#### **B Minutes: Regular Meeting of May 19, 2020 (Pg. 29)**

Approve

C **Claim by LionHeart Ranch (Pg. 40)**

Deny the claim by LionHeart Ranch.

5 **ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

A **Legislative and Regulatory Updates (Pg. 46)**

B **Water Supply Conditions Update (Pg. 109)**

6 **TREASURER**

7 **BOARD OF DIRECTORS**

A **Response to Coronavirus (COVID-19) Pandemic: Continuation of Emergency (Pg. 111)**

Approve the continuation of an emergency declaration for response to the coronavirus (COVID-19) pandemic.

8 **FINANCE AND ADMINISTRATION**

A **Monthly Cash and Investment Report: April 2020 (Pg. 113)**

Receive and file the Monthly Cash and Investment Report for April 2020, and provide feedback on investment in the Local Agency Investment Fund or its alternatives.

B **Financial Review: Third Quarter of Fiscal Year 2019-20 (Pg. 125)**

Receive and file the financial review for the third quarter of Fiscal Year 2019-20.

9 **ENGINEERING AND EXTERNAL AFFAIRS**

A **Automatic Meter Reading/Advanced Metering Infrastructure Project: Award of Contract for Procurement and Installation Services (Pg. 143)**

Find that the work is exempt from the provisions of the California Environmental Quality Act, and authorize the General Manager to execute an agreement with Ferguson Enterprises, LLC, in the amount of \$9,740,470, for the Automatic Meter Reading/Advanced Metering Infrastructure Project.

B **Automatic Meter Reading/Advanced Metering Infrastructure Project: Authorization of Installation Purchase Agreement (Pg. 249)**

Pass, approve and adopt proposed Resolution No. 2577, authorizing the General Manager to execute an installment purchase agreement with Key Government Finance, Inc., in the amount of \$10,100,000, for the Automatic Meter Reading/Advanced Metering Infrastructure Project.

**RESOLUTION NO. 2577**

**RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE ACQUISITION AND INSTALLATION OF SMART METERS AND OTHER WATER SYSTEM IMPROVEMENTS**

**AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS**

(Reference is hereby made to Resolution No. 2577 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

**C Automatic Meter Reading/Advanced Metering Infrastructure Project: Award of Project Management Services (Pg. 298)**

Accept the proposal from MeterSYS, Inc., and authorize the General Manager to execute a professional services agreement, in the amount of \$379,245, for project management services to implement the Automatic Meter Reading/Advanced Metering Infrastructure Project.

**D Jim Bridger Road and Long Valley Road Pipeline Replacement Project: Call for Bids (Pg. 321)**

Find that the work is exempt from the provisions of the California Environmental Quality Act and authorize the issuance of a call for bids for the Jim Bridger Road and Long Valley Road Pipeline Replacement Project.

**10 INFORMATION ITEMS**

**A Claim by Rebas Inc., dba Toyota Material Handling Solutions (Pg. 328)**

**11 NON-ACTION ITEMS**

**A Organization Reports**

**B Director's Reports on Outside Meetings**

**C General Manager Reports**

(1) General Business

(2) Follow-Up Items

**D Director's Comments**

**12 FUTURE AGENDA ITEMS**

**13 PUBLIC COMMENTS**

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**14 CLOSED SESSION**

**15 OPEN SESSION AND ADJOURNMENT**

rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LYNDA LO-HILL, TREASURER

Payments for Board Meeting of : June 2, 2020

Deputy Treasurer has verified that all checks and wire transfers were issued in conformance with LVMWD Administrative Code Section 2-6.203.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 84997 through 85115 were issued in the total amount of \$ 1,090,046.63

**Payments through wire transfers as follows:**

Sub-Total Wires \$ -

Total Payments \$ 1,090,046.63

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING  
06/02/20**

Company Name	Company No.	Check No. 84997 thru 85054 05/19/20	Check No. 85055 thru 85115 05/26/20	Total
		Amount	Amount	
Potable Water Operations	101	47,459.62	46,135.71	93,595.33
Recycled Water Operations	102			-
Sanitation Operations	130	9,927.62	60,659.87	70,587.49
Potable Water Construction	201	118.75	21,650.00	21,768.75
Water Conservation Construction	203			-
Sani- Construction	230			-
Potable Water Replacement	301		1,789.95	1,789.95
Reclaimed Water Replace	302			-
Sanitation Replacement	330		186,525.00	186,525.00
Internal Service	701	43,539.42	86,140.64	129,680.06
JPA Operations	751	159,198.54	99,045.98	258,244.52
JPA Construction	752			-
JPA Replacement	754	156,438.00	171,417.53	327,855.53
<b>Total Printed</b>		<b>416,681.95</b>	<b>673,364.68</b>	<b>1,090,046.63</b>
<b>Net Total</b>		<b>416,681.95</b>	<b>673,364.68</b>	<b>1,090,046.63</b>

Batch Number - 279875

Bank Account - 00146807 Cash-General

Payment . . .		Address	Name	Payment Stub Message	Document . . .		Key		Amount	Invoice
Number	Date	Number			Ty	Number	ltn	Co		Number
84997	05/19/20	8680	ADS, LLC	APR'20 FLOW MNTG	PV	169976	001	00701	745.00	22085.22-0420
				APR'20 FLOW MNTG	PV	169976	002	00701	2,235.00	22085.22-0420
				Payment Amount					2,980.00	
84998	05/19/20	3077	AIRGAS USA, LLC	APR'20 CYLINDER RENT	PV	170066	001	00701	264.50	9970717849
				L/C-JAN & FEB RNTLS	PV	170067	001	00701	28.57	1601711518
		Alt Payee	6658 AIRGAS USA, LLC P. O. BOX 102289 PASADENA CA 91189-2289	Payment Amount					293.07	
84999	05/19/20	21135	AMERICAN BUSINESS BANK	RTN#8-PURE WTR DEMO	PV	170015	001	00754	7,668.69	10638/RTN#8
				Payment Amount					7,668.69	
85000	05/19/20	20695	AT&T	SRV 5/5~6/4	PV	170092	001	00101	160.21	0051/050520
				SRV 5/5~6/4	PV	170092	002	00101	50.07	0051/050520
				SRV 5/5~6/4	PV	170092	003	00101	233.77	0051/050520
				SRV 5/5~6/4	PV	170092	004	00101	1,607.81	0051/050520
				SRV 5/5~6/4	PV	170092	005	00101	996.09	0051/050520
				SRV 5/5~6/4	PV	170092	006	00101	53.92	0051/050520
				SRV 5/5~6/4	PV	170092	007	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	008	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	009	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	010	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	011	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	012	00101	50.07	0051/050520
				SRV 5/5~6/4	PV	170092	013	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	014	00101	219.52	0051/050520
				SRV 5/5~6/4	PV	170092	015	00101	109.76	0051/050520
				SRV 5/5~6/4	PV	170092	016	00101	109.76	0051/050520
				Payment Amount					4,908.10	
85001	05/19/20	2869	AT&T	SRV 5/5~6/4	PV	170090	001	00101	280.30	9054/050520
				Payment Amount					280.30	
85002	05/19/20	9631	AT&T LONG DISTANCE	LONG DIST 4/1~5/1	PV	170091	001	00701	3.87	806368136/050 420
				LONG DIST 4/1~5/1	PV	170091	002	00701	2.10	806368136/050 420
				LONG DIST	PV	170091	003	00701	10.77	806368136/050



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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key Item	Co	Amount	Invoice Number
				4/1~5/1					420
				Payment Amount				16.74	
85003	05/19/20	16253	AT&T MOBILITY	WIRELESS SRV	PV	170132	001 00701	184.84	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	002 00701	37.82	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	003 00701	422.05	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	004 00701	50.16	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	005 00701	86.46	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	006 00701	27.51	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	007 00701	73.57	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	008 00701	169.57	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	009 00701	28.74	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	010 00701	70.81	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	011 00701	43.23	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	012 00701	484.52	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	013 00701	28.04	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	014 00701	43.23	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	015 00701	1,116.32	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	016 00701	70.75	9332/050320
				4/4~5/3/20					
				WIRELESS SRV	PV	170132	017 00701	71.82	9332/050320
				4/4~5/3/20					
				Payment Amount				3,009.44	
85004	05/19/20	20698	BATTERIES PLUS	(2) 80 AH BATTERIES	PV	169985	001 00101	387.99	P26215735
				Payment Amount				387.99	
85005	05/19/20	2964	CA DEPARTMENT	USE	PV	170111	001 00701	3,110.00	097-817885/04

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key ltn Co	Amount	Invoice Number
			OF TAX&FEE ADMINISTRATIO N	TAXES-APR'20				3020
				Payment Amount			3,110.00	
85006	05/19/20	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	CLEAR SUMP PUMP 3/27	PV	170070 001 00701	486.25	65741
				CLEAR SUMP PUMP 4/7	PV	170071 001 00701	486.25	65745
				MAY'20 SITE VISIT	PV	170094 001 00701	105.00	65850
				Payment Amount			1,077.50	
85007	05/19/20	20655	CANNON CORPORATION	P/E 3/31 PWP PWR DSGN	PV	170036 001 00701	2,109.25	72185
				Payment Amount			2,109.25	
85008	05/19/20	18992	CDW GOVERNMENT	60W AIRFIBER	PV	169984 001 00751	342.08	XQQ1548
		Alt Payee	19010	CDW GOVERNMENT 75 REMITTANCE DR., SUITE 1515 CHICAGO IL 60675-1515				
				Payment Amount			342.08	
85009	05/19/20	2539	CITY OF SIMI VALLEY	PCH WTR 3/2~5/4	PV	170084 001 00101	7,955.13	70161857
				PCH WTR 3/2~5/4	PV	170085 001 00101	417.26	70161858
				Payment Amount			8,372.39	
85010	05/19/20	18906	COAST TO COAST COMPUTER PRODUCTS	(500) KN-95 MASKS	PV	170063 001 00701	3,394.50	A2125092
				Payment Amount			3,394.50	
85011	05/19/20	19270	COMMUNICATION S RELAY, LLC	MAY'20 SITE RENT-CASTRO	PV	170089 001 00101	983.74	58155
				Payment Amount			983.74	
85012	05/19/20	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	(500) KN-95 MASKS	PV	170062 001 00701	3,421.88	9009-407554
				Payment Amount			3,421.88	
85013	05/19/20	2547	COUNTY	TAPIA GRIT	PV	170075 001 00751	1,333.12	48892/043020

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key Item	Co	Amount	Invoice Number
			SANITATION DISTRICTS OF LA COUNTY	HAULING-APR'2 0						
				Payment Amount					1,333.12	
85014	05/19/20	20643	CSI SERVICES, INC.	CLBS COATING INSPC 3/27	PV	170038	001	00701	665.00	9760
				Payment Amount					665.00	
85015	05/19/20	19033	DENOVO VENTURES, LLC	JUN'20 DIST RCVRY	PV	170035	001	00701	4,938.00	66712
				Payment Amount					4,938.00	
85016	05/19/20	18111	ELECSYS INTERNATIONAL CORPORATION	APR'20 MTR DVC MAINT	PV	170001	001	00701	310.00	SIP-E115425
				Payment Amount					310.00	
85017	05/19/20	2654	FAMCON PIPE	ADJUST #S100026421.0 01	PV	170110	001	00101	630.00	S100026421.01
				Payment Amount					630.00	
85018	05/19/20	19397	FIRST CHOICE SERVICES	4/20 COFFEE SRV-HQ	PV	169968	001	00701	88.47	377170
				4/20 COFFEE SRV-OPS	PV	169969	001	00701	69.72	377171
				4/20 COFFEE SRV-RLV	PV	169970	001	00701	58.45	377172
				4/20 COFFEE SRV-TAPIA	PV	169971	001	00701	114.53	377910
				Payment Amount					331.17	
85019	05/19/20	20970	GARDA CL WEST, INC.	5/20 ARMORED TRANSPT SRV	PV	169975	001	00701	325.37	10562951
				Payment Amount					325.37	
85020	05/19/20	19548	GRM INFORMATION MANAGEMENT SERVICES-CA	APR'20 RECORDS STORAGE	PV	169977	001	00701	118.64	0403912
				APR'20 RECORDS STORAGE	PV	169978	001	00701	310.92	0403913
				Payment Amount					429.56	
85021	05/19/20	7421	HAMNER, JEWELL AND ASSOCIATES	TWN LKS 12/15/19-4/15 /20	PV	170037	001	00701	118.75	200144

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Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Itm	Key Co	Amount	Invoice Number
				Payment Amount					118.75	
85022	05/19/20	20823	INVOICE CLOUD INC.	IC FEE-APR'20	PV	169980	001	00701	4,598.00	964-2020_4
				Payment Amount					4,598.00	
85023	05/19/20	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	HQ PWP/DEMO 4/20~4/28	PV	170008	001	00751	45.81	0151/050620
				WLK FLT 3/26~4/29	PV	170009	001	00101	312.78	0909/050620
				WLK FLT 3/26~4/29	PV	170010	001	00101	189.30	0907/050620
				RWPS 3/24~4/28	PV	170077	001	00701	210.05	2645/050620
				BD#8/RECL 3/24~4/28	PV	170078	001	00701	232.92	2646/050620
				BD#8/RW 3/24~4/28	PV	170079	001	00701	249.83	2652/050620
				BD#7/RW 3/24~4/28	PV	170080	001	00701	248.02	2655/050620
				IND HILLS 3/25~4/29	PV	170081	001	00751	33.72	0558/050620
				EQS TNK 3/24~4/29	PV	170082	001	00101	103.21	0896/050620
				MORRSN P/S 3/25~4/29	PV	170083	001	00751	33.72	0331/050620
				DOG PARK CR-BLDG#8 RW	PD	170116	001	00701	23.20-	2652/050620-1
				DOG PARK CR-BLDG#8 RW	PD	170117	001	00701	15.08-	2652/050620-2
				Payment Amount					1,621.08	
85024	05/19/20	2839	MOTION INDUSTRIES, INC.	BEARINGS	PV	170073	001	00701	2,811.21	CA22-654916
		Alt Payee	10317	MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074						
				Payment Amount					2,811.21	
85025	05/19/20	2842	NAPAAUTO PARTS	OIL FOR STOCK	PV	170033	001	00701	213.26	4206-937344

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Key Item	Key Co	Amount	Invoice Number		
				Payment Amount					213.26			
85026	05/19/20	20772	NATIONAL PAYMENT CORP.	APR'20 ELECT PAYSTUBS	PV	169974	001	00701	70.78	869874		
				Payment Amount					70.78			
85027	05/19/20	2846	NATIONAL PLANT SERVICES INC	CLEAN WET WELL-L/S 4/1	PV	170068	001	00701	2,800.00	15617		
				CLEAN WET WELL-L/S 4/14	PV	170069	001	00701	1,750.00	15618		
				Payment Amount					4,550.00			
85028	05/19/20	21134	NEW EARTH USA, LLC	DISP BIOSOLIDS-FEB '20	PV	170114	001	00701	27,408.35	016		
				DISP BIOSOLIDS-MAR '20	PV	170115	001	00701	28,564.33	017		
				Payment Amount					55,972.68			
85029	05/19/20	18946	PACIFIC ADVANCED CIVIL ENGINEERING, INC.	P/E 4/30-DGSTR#2 REHAB	PV	170113	001	00701	955.00	3978		
				Payment Amount					955.00			
85030	05/19/20	18874	PACIFIC HYDROTECH CORPORATION	RTN#8-PWP DEMO CONST	PD	169972	001	00754	7,668.69-	10638/RTN#8		
				PMT#8/PWP DEMO CONST	PV	169973	001	00701	153,373.75	10638/PMT#8		
				Payment Amount					145,705.06			
85031	05/19/20	20514	PILLSBURY WINTHROP SHAW PITTMAN LLP	EE BNFT SRV-P/E 3/31	PV	169979	001	00701	760.50	8334358		
		Alt Payee	20515	PILLSBURY WINTHROP SHAW PITTMAN LLP P. O. BOX 742262 LOS ANGELES CA 90074-2262								
				Payment Amount					760.50			
85032	05/19/20	12954	POLYDYNE INC.	42,130 LB CLARIFLOC	PV	170074	001	00701	49,361.61	1452511		
				Payment Amount					49,361.61			
85033	05/19/20	20334	PRUDENTIAL	04/20	PV	170046	001	00701	63.10	170985718		

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key Item	Co	Amount	Invoice Number
			OVERALL SUPPLY	UNFRMS/MATS/T WLS						
				04/20	PV	170046	002	00701	61.87	170985718
				UNFRMS/MATS/T WLS						
				04/20	PV	170047	001	00701	63.80	170987031
				UNFRMS/MATS/T WLS						
				04/20	PV	170047	002	00701	61.87	170987031
				UNFRMS/MATS/T WLS						
				04/20	PV	170048	001	00701	63.10	170988826
				UNFRMS/MATS/T WLS						
				04/20	PV	170048	002	00701	61.87	170988826
				UNFRMS/MATS/T WLS						
				04/20	PV	170049	001	00701	63.30	170990061
				UNFRMS/MATS/T WLS						
				04/20	PV	170049	002	00701	61.87	170990061
				UNFRMS/MATS/T WLS						
				04/20	PV	170050	001	00701	9.60	170985713
				UNFRMS/MATS/T WLS						
				04/20	PV	170050	002	00701	21.44	170985713
				UNFRMS/MATS/T WLS						
				04/20	PV	170051	001	00701	9.60	170987026
				UNFRMS/MATS/T WLS						
				04/20	PV	170051	002	00701	21.44	170987026
				UNFRMS/MATS/T WLS						
				04/20	PV	170052	001	00701	9.60	170988961
				UNFRMS/MATS/T WLS						
				04/20	PV	170052	002	00701	21.44	170988961
				UNFRMS/MATS/T WLS						

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Payment . . .		Address	Name	Payment Stub Message	Document . . .		Key		Amount	Invoice
Number	Date	Number			Ty	Number	Itm	Co		Number
				04/20	PV	170053	001	00701	9.60	170990191
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170053	002	00701	21.44	170990191
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170054	001	00701	311.25	170985716
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170055	001	00701	311.25	170987029
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170056	001	00701	311.25	170988824
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170057	001	00701	311.95	170990059
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170058	001	00701	33.20	170985717
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170058	002	00701	30.83	170985717
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170059	001	00701	33.20	170987030
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170059	002	00701	30.83	170987030
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170060	001	00701	33.20	170988825
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170060	002	00701	30.83	170988825
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170061	001	00701	33.20	170990060
				UNFRMS/MATS/T						
				WLS						
				04/20	PV	170061	002	00701	30.83	170990060
				UNFRMS/MATS/T						

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key Item	Co	Amount	Invoice Number
				WLS						
				Payment Amount					2,126.76	
85034	05/19/20	17334	QAIR CALIFORNIA	RPR RWPS SIR COMPRSSR	PV	170003	001	00701	6,127.47	57631
				Payment Amount					6,127.47	
85035	05/19/20	16022	ROLLS SCAFFOLD & EQUIPMENT, INC	SCFFLD-WLK 3/30~4/26	PV	170002	001	00701	2,268.02	6084279S1C
				Payment Amount					2,268.02	
85036	05/19/20	20124	RON'S PORTABLE WELDING	WELD COUPLING	PV	169982	001	00701	220.00	6671
				Payment Amount					220.00	
85037	05/19/20	20779	SAND MATERIALS & AGGREGATE SALES, INC	15.15 TN CRSHD AGGREGATE	PV	170006	001	00701	553.48	73049
				25.42 TN FILL SAND	PV	170007	001	00701	516.32	73050
				Payment Amount					1,069.80	
85038	05/19/20	21553	TIFFANY SHAH	RFND BAL-CLOSED A/C	PV	170034	001	00101	17.08	1080784-06366 9
				Payment Amount					17.08	
85039	05/19/20	20412	SHRED-IT USA LLC	APR'20 DOC SHRDNG	PV	170000	001	00701	277.69	8129650231
				Payment Amount					277.69	
85040	05/19/20	2957	SOUTHERN CALIFORNIA EDISON	BLDG 1 EV-PWP 4/17~4/22/20	PV	170064	001	00751	32.09	3805/050920
				Payment Amount					32.09	
85041	05/19/20	2958	SOUTHERN CALIFORNIA GAS CO	CORNELL 4/3~5/4	PV	170011	001	00101	15.29	0400/050620
				RLV 4/3~5/4	PV	170012	001	00751	213.20	4200/050620
				HQ & OPS 4/3~5/4	PV	170013	001	00701	1,346.37	3600/050620
				TAPIA 4/3~5/4	PV	170014	001	00751	983.01	4000/050620
				WLK P/S 4/1~5/1	PV	170086	001	00101	61.71	9400/050120



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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Key itm	Co	Amount	Invoice Number
				Payment Amount					2,619.58	
85042	05/19/20	19379	ANDREW SPEAR	REIMB AIR-TYLER CONCT	PV	170088	001	00701	511.80	051320
				Payment Amount					511.80	
85043	05/19/20	14479	STEPHEN'S VIDEO PRODUCTIONS	VIDEO SRV LV MTGS-APR'20	PV	169998	001	00701	2,000.00	4-28-20
				VIDEO SRV JPA MTG-APR'20	PV	169999	001	00701	500.00	4-29-20
				Payment Amount					2,500.00	
85044	05/19/20	21137	TESLA, INC.	RW P/S MAR'20 SOLAR	PV	170065	001	00701	11,113.80	15589692
				Payment Amount					11,113.80	
85045	05/19/20	12149	THATCHER CO. OF CALIFORNIA	4002 GAL BISLULFITE	PV	169967	001	00701	5,882.61	274807
				10.998 TN ALUM SULFATE	PV	170005	001	00701	3,860.30	274686
				Payment Amount					9,742.91	
85046	05/19/20	17645	TORO ENTERPRISES INC.	EMGCV RPR-4885 L. V. RD MALIBU	PV	170076	001	00701	17,065.86	13502
				HYDRT/MAIN RPR	PV	170087	001	00701	12,365.00	13131
				Payment Amount					29,430.86	
85047	05/19/20	19135	TRANSUNION RISK & ALTERNATIVE DATA SOLUT	BAD DEBT SEARCH-APR'20	PV	169983	001	00701	246.00	974571/APR'20
				Payment Amount					246.00	
85048	05/19/20	3006	UNDERGROUND SERVICE ALERT	154 TICKETS-APR'2 0 DIG SAFE	PV	170017	001	00101	264.10	420200411
				PERMIT FEE	PV	170018	001	00101	372.91	DSB20192213
				Payment Amount					637.01	
85049	05/19/20	20935	US METRO GROUP, INC.	JNTRL SRV-APR'20	PV	169965	001	00701	8,771.00	101757
				JNTRL SRV-APR'20	PV	169965	003	00701	2,468.27	101757

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key		Amount	Invoice Number	
							Itm	Co			
				JNTRL SRV-APR'20	PV	169965	005	00701	202.46	101757	
				Payment Amount					11,441.73		
85050	05/19/20	2780	VALLEY NEWS GROUP	AD-EARTH DAY'20	PV	170016	001	00701	80.00	4-23-20	
				Payment Amount					80.00		
85051	05/19/20	21509	VEGA AMERICAS, INC.	RADAR TRNSMTR & CNTRLR	PV	170072	001	00701	2,348.78	381284	
				RADAR TRNSMTR & CNTRLR	PV	170072	003	00701	653.72	381284	
				Payment Amount					3,002.50		
85052	05/19/20	3035	VWR SCIENTIFIC	GLOVES	PV	170031	001	00701	272.66	808989999	
				PROPANOL	PV	170032	001	00701	44.72	808990000	
		Alt Payee	3216	VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169							
				Payment Amount					317.38		
85053	05/19/20	19685	W. LITTEN INC.	SPRYFLD 4/27~5/1/20	PV	170004	001	00701	5,972.25	20019	
				SPRYFLD 5/4~5/8	PV	170112	001	00701	6,871.40	20021	
				Payment Amount					12,843.65		
85054	05/19/20	17224	WILLDAN FINANCIAL SERVICES	ARBITRAGE FEE-'09 SANI BND	PV	169981	001	00130	2,000.00	010-44517	
				Payment Amount					2,000.00		
				Total Amount of Payments Written					416,681.95		
				Total Number of Payments Written			58				

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Payment		Address	Name	Payment Stub Message	Document	Key		Amount	Invoice
Number	Date	Number			Ty	Number	Itm Co		Number
85055	05/26/20	19071	A BEE MAN	BEE REMLV-UPPER RAMIREZ Payment Amount	PV	170133	001 00701	195.00	23087
85056	05/26/20	16051	ACCURATE TELECOM	MIVOICE BUSINESS LIC Payment Amount	PV	170126	001 00101	1,220.00	19688
85057	05/26/20	20389	AIRGAS SPECIALTY PRODUCTS	31,340 LBS HYDROXIDE Payment Amount	PV	170143	001 00701	3,088.56	131648610
		Alt Payee	20559	AIRGAS SPECIALTY PRODUCTS P. O. BOX 934434 ATLANTA GA 31193-4434				3,088.56	
85058	05/26/20	3607	AMERICAN WATER RESOURCES ASSOCIATION	2020 MEMBERSHIP DUES Payment Amount	PV	170127	001 00701	549.00	16131/2020
85059	05/26/20	2397	AQUATIC BIOASSAY & CONSULTING	NPDES BIOASSAYS Payment Amount	PV	170145	001 00701	7,350.00	LVS0520.3075
85060	05/26/20	2404	ASTRA INDUSTRIAL SERVICE INC	PACKING-BKFLW ASSEMBLY Payment Amount	PV	170097	001 00101	982.24	00172635
85061	05/26/20	2869	AT&T	SRV 5/7~6/6/20 SRV 5/7~6/6/20 SRV 5/7~6/6/20 SRV 5/7~6/6/20 Payment Amount	PV	170206	001 00101	33.03	0124/050720
					PV	170207	001 00101	67.07	0123/050720
					PV	170208	001 00101	200.82	2045/050720
					PV	170209	001 00101	405.67	2043/050720
85062	05/26/20	20424	AT&T	RLV U-VERSE 5/11~6/10 Payment Amount	PV	170205	001 00751	58.85	5778/051020
85063	05/26/20	7453	BLAIR MARTIN	PRESSURE Payment Amount	PV	170107	001 00701	9,154.20	161951

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key Number	Key Itm	Key Co	Amount	Invoice Number
			CO., INC.	RELIEF TRAP PRESSURE	PV	170107	002	00701	272.01	161951
				RELIEF TRAP Payment Amount					9,426.21	
85064	05/26/20	21426	BRIGHTVIEW LANDSCAPE SERVICES, INC	LNDSCP SRV-APR'20	PV	170027	001	00701	3,149.67	6775518
				LNDSCP SRV-APR'20	PV	170027	002	00701	5,473.08	6775518
				LNDSCP SRV-APR'20	PV	170027	004	00701	4,482.67	6775518
				LNDSCP SRV-APR'20	PV	170027	006	00701	1,090.00	6775518
				Payment Amount					14,195.42	
85065	05/26/20	2513	CAPCO ANALYTICAL SERVICES	MAR'20 SAMPLING	PV	170144	001	00701	241.25	200629
				Payment Amount					241.25	
85066	05/26/20	2536	CITY OF LOS ANGELES	ASSSC 19/20 O&M-PMT#6	PV	170128	001	00130	33,059.00	74WP200000027 #6
				ASSSC 19/20 CAP-PMT#6	PV	170129	001	00130	26,019.00	74WP200000028 #6
				Payment Amount					59,078.00	
85067	05/26/20	4586	CONSOLIDATED ELECTRICAL DISTRIBUTORS	FLEX & CONNECTORS	PV	170109	001	00701	510.36	9009-407810
				Payment Amount					510.36	
85068	05/26/20	16364	D&H WATER SYSTEMS INC.	PM SRV-CHLOR ANALYZERS	PV	170022	001	00701	9,552.04	12020-0469
				Payment Amount					9,552.04	
85069	05/26/20	2601	DELL COMPUTER CORP	(10) DELL LAPTOPS	PV	170023	001	00701	14,888.81	10389485998
		Alt Payee	7819	DELL MARKETING LP P.O. BOX 910916 PASADENA CA 91110-0916						
				Payment Amount					14,888.81	
85070	05/26/20	8612	DURHAM SCHOOL SERVICES	AGOURA HS TOUR 12/10/19	PV	170196	001	00751	410.66	91780416
				Payment Amount					410.66	
85071	05/26/20	4943	ENVICOM	P/E 4/25 TWN	PV	170142	001	00701	1,714.95	00015623

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key itm Co	Amount	Invoice Number
			CORPORATION	LKS P/S UPGD P/E 4/25-JPA SOLAR PH2	PV	170189	001 00701	5,579.43	00015622
				Payment Amount				7,294.38	
85072	05/26/20	8923	ENVIRONMENTAL EXPRESS, INC.	COD VIALS	PV	170096	001 00701	607.23	1000600464
				Payment Amount				607.23	
85073	05/26/20	20970	GARDA CL WEST, INC.	EXCESS TIME FEE 4/1&10	PV	170141	001 00701	31.60	20432931
				Payment Amount				31.60	
85074	05/26/20	18679	GSE CONSTRUCTION, INC.	RTN#1-TP HDWRK REHAB	PD	170103	001 00754	3,444.24-	10667/RTN#1
				PMT#1-TP HDWRK REHAB	PV	170104	001 00701	68,884.83	10667/PMT#1
				Payment Amount				65,440.59	
85075	05/26/20	2705	HACH COMPANY	LAB SUPPLY	PV	170134	001 00701	150.49	11915068
				AIR BLAST	PV	170135	001 00701	2,595.20	11946824
				SYSTEM					
				COLUMNS & VIALS	PV	170136	001 00701	2,861.51	11946843
		Alt Payee	6442 HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693						
				Payment Amount				5,607.20	
85076	05/26/20	20856	INTERNATIONAL PRINTING & TYPESETTING INC	FLUSHING ADVSRY FLYER	PV	170108	001 00701	432.53	22360
				Payment Amount				432.53	
85077	05/26/20	21197	JACOBS ENGINEERING GROUP INC.	P/E 3/27-PH2 WHT PAPER STDY	PV	170026	001 00701	22,239.26	W8Y23500-012
				Payment Amount				22,239.26	
85078	05/26/20	5230	KENNEDY/JENKS CONSULTANTS	P/E 4/24-TWN LKS PS DSGN	PV	170120	001 00701	21,650.00	138295
				Payment Amount				21,650.00	
85079	05/26/20	17447	KONECRANES INC.	QTRLY CRANE/HOIST INSP	PV	170021	001 00701	853.75	154299929

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key		Amount	Invoice Number
							Itm	Co		
				QTRLY CRANE/HOIST INSP	PV	170021	002	00701	1,500.00	154299929
				QTRLY CRANE/HOIST INSP	PV	170021	004	00701	450.00	154299929
				QTRLY CRANE/HOIST INSP	PV	170021	005	00701	125.00	154299929
				Payment Amount					2,928.75	
85080	05/26/20	19054	L. NEWMAN DESIGN GROUP, INC.	LNDSCP ARCH SRV-SOLAR	PV	170019	001	00701	15.93	129649
				Payment Amount					15.93	
85081	05/26/20	2611	LA DWP	RECTIFIER 4/17-5/15	PV	170210	001	00101	47.48	017698/051520
				TWN LKS P/S 3/16-5/15	PV	170211	001	00101	16,983.12	875698/051520
				Payment Amount					17,030.60	
85082	05/26/20	3514	LOS ANGELES COUNTY REGISTRAR-REC ORDER	CEQA-NOE MLHLND MAIN	PV	170195	001	00301	75.00	10700/NOE-CEQ A
				Payment Amount					75.00	
85083	05/26/20	2814	MCMaster-CARR SUPPLY CO	EXT CORD CONNECTORS	PV	170028	001	00751	222.24	38828871
				STIR BARS/MAGNTC RETRVR	PV	170130	001	00751	232.44	39011897
				FITTINGS	PV	170198	001	00101	174.17	38872312
				PARTS-CT SYSTEM-PWP	PV	170199	001	00754	570.55	39280899
		Alt Payee	3197	MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690						
				Payment Amount					1,199.40	
85084	05/26/20	14322	MILES CHEMICAL COMPANY, INC	8.66 TN FERRIC CHLORIDE	PV	170098	001	00701	5,967.46	594027
				Payment Amount					5,967.46	

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Payment		Address	Name	Payment Stub Message	Document		Key		Amount	Invoice
Number	Date	Number			Ty	Number	Itm	Co		Number
85085	05/26/20	2839	MOTION INDUSTRIES, INC.	OIL CAPS	PV	170202	001	00701	157.01	CA22-655043
				BEARINGS	PV	170203	001	00701	1,844.50	CA22-655056
				BELTS & FILTERS	PV	170204	001	00701	211.66	CA22-655053
		Alt Payee	10317	MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074						
				Payment Amount					2,213.17	
85086	05/26/20	21335	MV ENGINEERING, LLC	PWP GRANT ASST 4/1-5/1	PV	170044	001	00701	300.00	1910420
				Payment Amount					300.00	
85087	05/26/20	16754	NATURAL SURROUNDINGS	MAY'20 FLORAL MAINT	PV	170106	001	00701	235.00	7427
				Payment Amount					235.00	
85088	05/26/20	16372	OLIN CORPORATION - CHLOR ALKALI	4,940 GAL HYPOCHLORITE	PV	170099	001	00701	4,161.09	2825443
				4,886 GAL HYPOCHLORITE	PV	170100	001	00701	4,115.60	2825813
				4,942 GAL HYPOCHLORITE	PV	170101	001	00701	4,162.77	2827942
		Alt Payee	16373	OLIN CORPORATION - CHLOR ALKALI P.O. BOX 402766 ATLANTA GA 30384-2766						
				Payment Amount					12,439.46	
85089	05/26/20	20728	OLIVAREZ MADRUGA LEMIEUX & O'NEILL	LEGAL SERVICES-APR' 20	PV	170124	001	00701	12,002.41	140/APR'20
				LEGAL SERVICES-APR' 20	PV	170124	003	00701	3,412.50	140/APR'20
				Payment Amount					15,414.91	
85090	05/26/20	18946	PACIFIC ADVANCED CIVIL ENGINEERING,	P/E 4/30 CHLOR TNK RPLC	PV	170122	001	00701	14,475.00	3979

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Payment		Address	Name	Payment Stub Message	Document	Key		Amount	Invoice
Number	Date	Number			Ty	Number	Itm Co		Number
			INC.						
				Payment Amount				14,475.00	
85091	05/26/20	4675	PEPPERDINE UNIVERSITY	SURVEY-PUBLIC OPINION PWP	PV	170045	001 00701	18,232.48	19SROUSE-1
				Payment Amount				18,232.48	
85092	05/26/20	19140	POTABLE DIVERS INC.	CLEAN SRV-RSVR 2	PV	170125	001 00751	9,600.00	20512
				5/4/20					
				Payment Amount				9,600.00	
85093	05/26/20	2585	PURETEC	5/1-7/31 DI RENTAL	PV	170147	001 00701	265.77	1797400
				LATE CHG #1782944	PV	170148	001 00701	4.03	1799410
				5/1-7/31 DI RNTL-WLK	PV	170188	001 00701	82.03	1797618
				Payment Amount				351.83	
85094	05/26/20	2914	ROADSIDE LUMBER/HARDWARE	(112) 60LB BAGS CONCRETE	PV	170140	001 00701	445.97	2005-899755
				Payment Amount				445.97	
85095	05/26/20	20583	RT LAWRENCE CORPORATION	LOCKBOX FEES-APR'20	PV	170020	001 00701	963.16	44177
				Payment Amount				963.16	
85096	05/26/20	19169	SJM INDUSTRIAL RADIO	WBTRKR GPS	PV	170214	001 00701	4,860.00	43256
				5/1/20-4/30/2					
				1					
				Payment Amount				4,860.00	
85097	05/26/20	16271	SPOK, INC.	PAGER SRV	PV	170139	001 00701	70.98	D0143084Q
				5/11-6/10					
				PAGER SRV	PV	170139	002 00701	.49	D0143084Q
				5/11-6/10					
				PAGER SRV	PV	170139	003 00701	42.16	D0143084Q
				5/11-6/10					
				Payment Amount				113.63	
85098	05/26/20	2969	STATE WATER RESOURCES CONTROL BOARD	PERMIT-TWRP	PV	170194	001 00751	1,400.00	SW-0191278
				4/1/20-3/31/2					
				1					
				Payment Amount				1,400.00	
85099	05/26/20	13676	TEK-COLLECT INCORPORATED	ANNL COMP MAINT FEE	PV	170095	001 00701	75.00	457458
				Payment Amount				75.00	



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Payment . . .		Address	Name	Payment Stub Message	. . . Document . . .	Key		Amount	Invoice	
Number	Date	Number			Ty	Number	Itm	Co	Number	
85100	05/26/20	21137	TESLA, INC.	RW P/S-APR'20 SOLAR	PV	170193	001	00701	13,451.29	15933791
				Payment Amount					13,451.29	
85101	05/26/20	15427	THE GATEKEEPER	RPR GATE-HQ YARD	PV	170030	001	00701	728.31	19058
				Payment Amount					728.31	
85102	05/26/20	18651	TOYOTA MATERIAL HANDLING SOLUTIONS	CLAIM STL-DMG VAN 2/25	PV	170215	001	00701	2,667.19	CLAIM/022520
				Payment Amount					2,667.19	
85103	05/26/20	20880	TPX COMMUNICATION S	SRV 5/16-6/15/20	PV	170212	001	00701	492.35	130000614-0
				SRV 5/16-6/15/20	PV	170212	002	00701	200.00	130000614-0
				SRV 5/16-6/15/20	PV	170212	003	00701	182.87	130000614-0
				SRV 5/16-6/15/20	PV	170212	004	00701	166.87	130000614-0
				SRV 5/16-6/15/20	PV	170212	005	00701	200.00	130000614-0
				SRV 5/16-6/15/20	PV	170212	006	00701	1,100.40	130000614-0
				SRV 5/16-6/15/20	PV	170212	007	00701	1,102.10	130000614-0
				SRV 5/16-6/15/20	PV	170212	008	00701	1,322.40	130000614-0
				SRV 5/16-6/15/20	PV	170212	009	00701	215.70	130000614-0
				SRV 5/16-6/15/20	PV	170212	010	00701	200.00	130000614-0
				SRV 5/16-6/15/20	PV	170212	011	00701	951.00	130000614-0
				Payment Amount					6,133.69	
85104	05/26/20	21252	TYLER TECHNOLOGIES, INC.	APPLICATION SRVS	PV	170190	001	00701	186,525.00	045-298604
				Payment Amount					186,525.00	
85105	05/26/20	21526	UNITED WATERWORKS	GATE VALVE	PV	170105	001	00701	905.78	S100085850.00

Batch Number - 279924

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Key ltm Co	Amount	Invoice Number
			INC					
		Alt Payee 21547	UNITED WATER WORKS, INC. P. O. BOX 150122 OGDEN UT 84415					
				Payment Amount			905.78	
85106	05/26/20	3022	VAUGHANS INDUSTRIAL REPAIR	PUMP RPR-STUNT RD	PV	170146 001 00701	6,095.00	027260
				Payment Amount			6,095.00	
85107	05/26/20	21295	VERTICAL ELEVATOR SOLUTIONS, INC.	MAY'20 ELEV SRV	PV	170121 001 00701	290.00	7732
				Payment Amount			290.00	
85108	05/26/20	2436	VINCE BARNES AUTOMOTIVE	OIL/FILTERS-# 937	PV	170039 001 00701	88.31	024519
				SRV/BRKS/ROTO RS-#897	PV	170040 001 00701	300.81	024530
				SRV/TRAN/BRKS /ROTORS#907	PV	170041 001 00701	1,132.09	024542
				RPLC BLEND DOOR	PV	170042 001 00701	709.94	024545
				MOTOR-#878 OIL/FILTERS-# 912	PV	170043 001 00701	117.87	024546
				Payment Amount			2,349.02	
85109	05/26/20	3035	VWR SCIENTIFIC	PROPANOL	PV	170197 001 00701	44.72	8801026680
		Alt Payee 3216	VWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169					
				Payment Amount			44.72	
85110	05/26/20	18521	WALTON MOTORS & CONTROLS, INC.	RPR MOTOR-LWR LKS	PV	170025 001 00701	2,862.46	41769
				Payment Amount			2,862.46	
85111	05/26/20	18914	WECK LABORATORIES, INC.	MALIBU CRK-0C09099	PV	170179 001 00701	3,466.73	W0C1377-LV
				MALIBU	PV	170180 001 00701	2,187.93	W0D0251-LV

Batch Number - 279924

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty	Number	Key ltm	Co	Amount	Invoice Number
				CRK-0C24048						
				TAPIA	PV	170181	001	00701	197.49	W0D0252-LV
				EFFLNT-0C2404						
				7						
				TAPIA	PV	170182	001	00701	7.43	W0D0622-LV
				GRNDWTR-0D070						
				63						
				MALIBU	PV	170183	001	00701	3,794.33	W0D1203-LV
				CRK-0D07067						
				LA RVR SEMI	PV	170184	001	00701	1,905.36	W0E0411-LV
				ANL-0D21114						
				EFFLNT-0D2111	PV	170185	001	00701	3,350.00	W0E0412-LV
				3						
				LA RVR	PV	170186	001	00701	381.88	W0E0712-LV
				DIAZINON-0D28						
				054						
				WLK-0D29069	PV	170187	001	00701	41.38	W0E0760-LV
				Payment Amount					15,332.53	
85112	05/26/20	3047	WESCO	INSTRUMENT	PV	170137	001	00701	577.24	999894
			DISTRIBUTION, INC.	CABLES						
				TRANSFORMER	PV	170138	001	00701	1,816.40	000199
		Alt Payee	6443	WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465						
				Payment Amount					2,393.64	
85113	05/26/20	20712	WOODARD & CURRAN INC.	P/E	PV	170118	001	00701	46,956.63	174758
				2/28-BRINE MGMT STDY						
				P/E 3/27	PV	170119	001	00701	19,846.92	175522
				BRINE MGMT STDY						
				Payment Amount					66,803.55	
85114	05/26/20	3067	XEROX CORPORATION	LEASE-4/20	PV	170029	001	00701	182.14	010221678
				5945-OPS						
				Payment Amount					182.14	
85115	05/26/20	6248	ZENNER PERFORMANCE METERS, INC.	METERS	PV	170200	001	00701	10,666.51	0052628-IN
				COMPOUND	PV	170213	001	00701	1,841.32	0052623-IN

Batch Number - 279924

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Itm Co	Amount	Invoice Number
METER								
		All Payee 19000	ZENNER PERFORMANCE METER INC. 15280 ADDISON RD. #100 ADDISON TX 75001					
							Payment Amount	12,507.83
							Total Amount of Payments Written	673,364.68
							Total Number of Payments Written	61



**LAS VIRGENES MUNICIPAL WATER DISTRICT**  
4232 Las Virgenes Road, Calabasas CA 91302

**MINUTES**  
**REGULAR MEETING**

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9:00 AM

May 19, 2020

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the Flag was led by Len Polan.

**1. CALL TO ORDER AND ROLL CALL**

The meeting was called to order at **9:00 a.m.** by Board President Lewitt via teleconference in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. The meeting was conducted via teleconference pursuant to the provisions of the Governor's Executive Order, N-29-20, which suspended certain requirements of the Ralph M. Brown Act to support social distancing guidelines associated with response to the coronavirus (COVID-19) pandemic. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Charles Caspary, Jay Lewitt, Lynda Lo-Hill, Len Polan, and Lee Renger

Absent: None

Staff Present: David Pedersen, General Manager  
Joe McDermott, Director of Engineering and External Affairs  
Don Patterson, Director of Finance and Administration  
John Zhao, Director of Facilities and Operations  
Josie Guzman, Clerk of the Board  
Wayne Lemieux, District Counsel

**2. APPROVAL OF AGENDA**

Director Polan moved to approve the agenda. Motion seconded by Director Lo-Hill. Motion carried unanimously by roll call vote.

### **3. PUBLIC COMMENTS**

None.

### **4. CONSENT CALENDAR**

Director Lo-Hill pulled Item 4D from the Consent Calendar for discussion.

**A List of Demands: May 19, 2020: Receive and file**

**B Minutes Regular Meeting of May 5, 2020: Adopt**

**C Directors' Per Diem – April 2020: Ratify**

Director Caspary moved to approve the Consent Calendar Items 4A, 4B, and 4C. Motion seconded by Director Lo-Hill. Motion carried unanimously by roll call vote.

### **4. CONSENT CALENDAR – SEPARATE ACTION ITEM**

**D Contract Laboratory Services: Amendment of Purchase Order**

**Authorize the General Manager to extend the term and increase the amount of the annual purchase order to Weck Laboratories, Inc., by \$40,000, from \$60,000 to \$100,000, for contract laboratory services.**

Director Lo-Hill moved to approve Item 4D. Motion seconded by Director Caspary.

John Zhao, Director of Facilities and Operations, responded to questions regarding the Request for Quotations (RFQ) process for laboratory services and the expanded regulatory requirements.

Director Caspary suggested that laboratory services for water and wastewater-related testing be separated when the RFQ is reissued later in the year.

Motion carried unanimously by roll call vote.

### **5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

**A MWD Representative Report**

Glen Peterson, MWD Representative, provided a brief update regarding the recruitment process for the MWD General Manager position and MWD's litigation against the California Department of Fish and Wildlife and the Department of Water Resources, challenging the Final Environmental Impact Report and the California Endangered

Species Act Incidental Take Permit for the Long-Term Operation of the State Water Project. He reported that the MWD Board adopted the Water Standby Charge for Fiscal Year 2020/21; approved a contract with Best Best & Krieger LLP for legal services related to the Surface Mining and Reclamation Act; authorized an agreement with Sespe Consulting, Inc., for preparation of Surface Mining and Reclamation Act reclamation plans and environmental documentation; and approved an agreement with Computer Aid, Inc., for a new Information Technology Service Management System. He also reported that Abby Schneider was recently hired as MWD's Federal Legislative Representative.

## **B Legislative and Regulatory Updates**

Joe McDermott, Director of Engineering and External Affairs, reported that the House of Representatives introduced the Helping Emergency Responders Overcome Emergency Situations Act of 2020 (HEROES Act), which proposes a \$3 trillion stimulus package in response to the COVID-19 pandemic. He stated there would be negotiations between the House of Representatives and the Senate regarding the proposed act. He also reported that a revised State budget was introduced on May 14th, which showed a \$54.3 billion deficit. He noted that Governor Gavin Newsom indicated he would not move forward with the proposed Climate Resiliency Bond, which would have included funding for recycled water and potable reuse projects. He provided an update regarding SB 1099 (Dodd) related to emergency generator testing, and noted that the proposed bill would be considered by the Senate Standing Committee on Environmental Quality on May 29th. He noted that the Chair, Senator Benjamin Allen, expressed reservations regarding an exemption to the limited 20-hour run time for emergency generator testing and maintenance. He also noted that Senator Bill Dodd would collaborate with Senator Steven Glazer to ensure that the bill would be considered by the Committee. He reported that Syrus Devers from Best Best & Krieger, the District's lobbyist, and representatives from the California Mutual Utilities Association would hold a teleconference with the South Coast Air Quality Management District to discuss emergency generator run times.

General Manager David Pedersen reported that he, Board President Lewitt, Mr. McDermott and Mr. Devers held a teleconference with Senator Henry Stern on May 6th to discuss the District's response to COVID-19, assistance for ratepayers affected by COVID-19, and support for SB 1099. He noted that they specifically asked Senator Stern for his assistance in having SB 1099 go before the Senate Environmental Quality Committee. He also noted that Senator Stern remained focused on wanting to support renewable energy investments such as solar and battery; however, Senator Stern offered to discuss emergency generator testing with Senator Allen.

A discussion ensued regarding reaching out to the District's customers to ask that they contact the Senator to seek support for SB 1099.

## **C Water Supply Conditions Update**

Joe McDermott, Director of Engineering and External Affairs, presented the report. He addressed the State Water Project Allocation, which would likely remain at 15 percent for State Water Contractors.

General Manager David Pedersen responded to questions regarding the Lake Mead Shortage/Surplus Outlook and the 2018 Colorado River Agriculture Use tables.

## **6. TREASURER**

Director Lo-Hill stated that the Treasurer's report was in order.

## **7. BOARD OF DIRECTORS**

### **A Response to Coronavirus (COVID-19) Pandemic: Amended and Reenacted Emergency Declaration with Additional Relief for Customers**

**Pass, approve, and adopt proposed Resolution No. 2576, amending and reenacting the declaration of a local state of emergency due to the novel coronavirus (COVID-19) pandemic, and authorizing waiving service initiation fees for commercial customers who temporarily closed their accounts due to hardship associated with COVID-19.**

#### **RESOLUTION NO. 2476**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NOS. 2572 AND 2574, STATE OF EMERGENCY DUE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC AND AUTHORIZING ACTIONS TO SUPPORT THE RESPONSE AND RECOVERY EFFORT**

(Reference is hereby made to Resolution No. 2576 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

General Manager David Pedersen presented the report.

Ursula Bosson, Customer Service Manager, presented the proposal to waive service initiation fees for customers who temporarily closed their accounts due to hardships associated with COVID-19. She also provided an update on customer-related impacts of COVID-19, including customer calls, payment plan arrangements, a comparison of yearly balances due, payment numbers and totals comparing current and previous year/month data, and customers' use of on-line features. She responded to a question regarding the possibility of implementing a temporary policy for commercial customers who were not currently using water and who continue to pay the sanitation and readiness to serve charges by stating that she could run a report to determine the number of commercial customer accounts showing zero usage.

A discussion ensued regarding the Board granting the General Manager authority to waive charges retroactively for commercial customer accounts reflecting zero usage.



Director Renger moved to approve Item 7A with the addition of authorizing the General Manager to approve adjustments retroactively as discussed. Motion seconded by Director Polan.

Board President Lewitt requested that COVID-19 relief measures for ratepayers be listed on the District's website.

Motion carried unanimously by roll call vote.

## **8. FACILITIES AND OPERATIONS**

### **A Energy Storage and Resiliency Capability Feasibility Assessment: Award**

**Authorize the General Manager to execute a Professional Services Agreement with TerraVerde Energy, in the amount of \$59,925, to perform an investment-grade feasibility assessment on implementation of a battery energy storage system project.**

General Manager David Pedersen provided introductory remarks.

John Zhao, Director of Facilities and Operations, presented the report.

Director Renger moved to approve Item 8A. Motion seconded by Director Polan.

Mr. Zhao responded to questions regarding TerreVerde Energy conducting the feasibility assessment of a battery energy storage system project and battery lifecycles.

Motion carried unanimously by roll call vote.

### **B Mulholland Highway Bridge over Triunfo Creek Water Main: Replacement Project: CEQA Determination and Call for Bids**

**Find that the work is categorically exempt from the provisions of California Find that the work is categorically exempt from the provisions of California Environmental Quality Act and authorize the issuance of a Call for Bids for the Mulholland Highway Bridge over Triunfo Creek Water Main Replacement Project.**

General Manager David Pedersen provided introductory remarks.

Veronica Hurtado, Assistant Engineer, presented the report.

Director Polan moved to approve Item 8B. Motion seconded by Director Lo-Hill.

Ms. Hurtado responded to a question regarding coordinating construction of the new 14-inch water main project with construction of the County's permanent replacement bridge. She also responded to a question regarding the possibility of expediting this project by

stating that she could bring back a recommendation to award the project at the July 21, 2020 Board meeting.

Eric Schlageter, Principal Engineer, noted that the majority of the permanent bridge construction would need to be completed before the new water main could be installed. He also noted that this project had the potential of being reimbursed by the Federal Emergency Management Agency (FEMA), and the District needed to ensure that all procurement guidelines are followed.

Motion carried unanimously by roll call vote.

## **9. ENGINEERING AND EXTERNAL AFFAIRS**

### **A Comprehensive Water Conservation Plan for Fiscal Years 2020-22**

**Provide feedback on options for a Weather Based Irrigation Controller Cost Share Program, and receive and file the Comprehensive Water Conservation Plan for Fiscal Years 2020-22.**

Dave Roberts, Resource Conservation Manager, presented the report and PowerPoint presentation, which included an overview of the *Making Conservation a California Way of Life* framework, plans for compliance with new and emerging regulations, and current conservation efforts.

Joe McDermott, Director of Engineering and External Affairs, responded to a question regarding the possibility of passing on any administrative fines imposed on the District to wasteful water users for violation of the *Making Conservation a California Way of Life* regulations. He also responded to a question regarding reducing projected water use by as much as 3,000 acre-feet per year to meet the state-mandated targets by 2027 by stating that the reduction could be as low as 2,500 acre-feet per year once the District's Urban Water Management Plan is updated in 2021.

General Manager David Pedersen addressed water agencies' compliance with the state-mandated water budget targets by 2027 by stating that compliance with the new regulations would be difficult; however, the District was well prepared by having implemented budget based rates and planning to move forward with the Automatic Meter Reading/Advanced Metering Infrastructure Project. He also highlighted the value of the Pure Water Project Las Virgenes-Triunfo, which would provide a potable reuse credit that would count towards reaching water-use efficiency targets.

Mr. Roberts presented the proposed Fiscal Years 2020-22 Comprehensive Water Conservation Plan. He reviewed the four options for the District's Weather-Based Irrigation Controller Program and noted that Option No. 3 would provide an incentive to all District customers to install a smart irrigation controller to improve irrigation efficiency.

Director Polan moved to approve Item 9A. Motion seconded by Director Lo-Hill.

Directors Caspary, Lo-Hill, and Renger expressed support for Option No. 3.

Director Caspary suggested that staff consider funding Option No. 3 from revenues associated with wasteful water use penalties. He also suggested reaching out to customers to inform them of how much they could save annually by irrigating efficiently based on the data that the District has on file for each property.

Board President Lewitt suggested that the District not subsidize the purchase and installation of smart irrigation controllers for all customers due to the current economic conditions and to revisit the issue once the economy improves. Mr. Roberts responded that customers might choose to go forward with a do-it-yourself installation, which could result in controllers not being properly installed.

General Manager David Pedersen noted that it was important to be aware that the District paid for the smart irrigation controller program entirely from penalty revenue. He also noted that there was sufficient penalty revenue to fund a one-time program for the next two years.

Board President Lewitt stated that he wanted to ensure it was clear that if the penalty revenue is not used for this program that it could be used for other conservation programs. General Manager David Pedersen responded that staff works to identify one-time uses for penalty revenue and not on-going operational needs. He stated that penalty revenue would be dedicated to support conservation and assist customers who generate the penalty revenue to reduce their water usage. He also stated that Option No. 3 would provide a level program that would be available to all customers, and the incentive could be increased or decreased depending on demand.

Board President Lewitt suggested that staff explore options for the District to spend less money on the program and perhaps revisit it in three to six months.

Motion carried unanimously by roll call vote.

## **10. INFORMATION ITEMS**

### **A Collection and Write-Off of Aged Accounts Receivables**

Director Caspary acknowledged staff for providing the report.

## **11. NON-ACTION ITEMS**

### **A Organization Reports**

Director Caspary reported that he participated in the Association of California Water Agencies (ACWA) State Legislative Committee Meeting on May 15th, where they discussed that Governor Newsom's office decided not to support the Climate Resiliency Bond. He noted that ACWA had discussed the voluntary agreements process, and noted that the water users had expressed interest in negotiating the voluntary agreements instead of going before a judge. He also reported that ACWA was currently monitoring

the regulations and economic feasibility analysis development of a hexavalent chromium maximum contaminant level. He noted that hexavalent chromium could be a carcinogen when it is aerosolized, and that he was not aware of any data that indicated that it is a health hazard in drinking water. He noted that agencies would need to address maximum contaminant levels for hexavalent chromium, and suggested that the District would need to publicize the proposed benefits and costs of the regulations. He also reported that ACWA would hold a virtual conference in July, which would be cost-effective for attendance.

## **B Director's Reports on Outside Meetings**

None.

## **C General Manager Reports**

### **(1) General Business**

General Manager David Pedersen addressed the hexavalent chromium maximum contaminant level, which was set aside by the Court because it found that the State Water Resources Control Board did not adequately evaluate the cost effectiveness of the new regulation. He noted that a copy of a comment letter sent to the State Water Resources Control Board regarding its *White Paper on Economic Feasibility Analysis in Consideration of a Hexavalent Chromium Maximum Contaminant Levels* was provided to the Board. He also noted that the District was not affected by hexavalent chromium. He explained that the State prepared the report explaining how difficult it was to evaluate the cost effectiveness, and he expressed concern that this was not sufficient because the law requires an evaluation of cost effectiveness. He also reported that the Triunfo Water & Sanitation District (TWSD) Board of Directors held a Proposition 218 hearing on May 18th, and approved a five-year rate plan for its sanitation and potable water rates. He noted that although some opposition was received from customers regarding the timing of the rate increases, most of the public speakers acknowledged the importance of the Pure Water Project Las Virgenes-Triunfo. He stated that the TWSD Board took the time to explain the history of the project, which was part a negotiated settlement of litigation and necessary to comply with strict regulatory standards for Malibu Creek. He also reported that the Association of Water Agencies of Ventura County would hold its first virtual WaterWise Breakfast meeting on May 21st, which would be sponsored by the District at Board President Lewitt's suggestion. He noted that MWD General Manager Jeffrey Kightlinger would be the featured speaker, who would discuss the voluntary agreements and the current conflict between the state and federal governments regarding the coordinated operation of the State Water Project and Central Valley Project. He mentioned that several upcoming conferences would be changing from in-person conferences to virtual conferences, and Clerk of the Board Josie Guzman would provide information regarding the conference dates and registration. He noted that Dr. Gary Lysik, Calabasas City Manager, had tendered his resignation, and Robert Yalda, Director of Public Works, would serve as the Acting City Manager while the City of Calabasas conducts interviews for an Interim City Manager. He also noted that this week was the second annual recognition of Special Districts Week, and he encouraged District customers to engage in the work that the District conducts, share their input, and follow

what happens at the special district level. He provided an update regarding the District's response to COVID-19 and noted that employees were continuing to work remotely and with alternate work schedules. He noted that management staff was working on developing initial plans for a phased return to work plan. He also noted that the District's website regarding COVID-19 information was reorganized to make it more user-friendly at the suggestion of Board President Lewitt. He discussed a recent editorial in *The Acorn*, which cast the District in an unfavorably light and relied on inaccurate information. He noted that Board President Lewitt sent a response, which was published in the most recent edition of *The Acorn*. He also noted that Board President Lewitt's response indicated that the District was not currently considering any rate increases or adjustments. He recommended that given a pattern of inaccurate reporting and editorializing the District in a negative light the District take a hiatus from placing paid advertisements in *The Acorn* and shift advertisements to the *Calabasas-Las Virgenes Enterprise*.

Director Polan moved to request a future agenda item for a discussion regarding *The Acorn*. Motion seconded by Director Lo-Hill.

The Board asked that the report include the amount spent advertising in *The Acorn*, how *The Acorn* has treated the District historically, and communications with *The Acorn*.

Board President Lewitt requested an update on when the Board may return to live Board meetings, including social distancing guidelines.

(2) Follow-Up Items

General Manager David Pedersen noted that follow-up items included providing information regarding high water-use customers who request payment plans and reporting back on the best approach to protect the amendment receiving facilities at the Rancho Las Virgenes Composting Facility from future wildfire risk.

**D Directors' Comments**

Director Polan noted a difficulty with rain barrels due to very slow flow from them by gravity, and he requested information on pumps that could be used to draw water from rain barrels. General Manager David Pedersen responded that staff would bring back information on the issue.

**12. FUTURE AGENDA ITEMS**

There were no additional Future Agenda Items.

**13. PUBLIC COMMENTS**

None.

**14. CLOSED SESSION**

None.

**15. OPEN SESSION AND ADJOURNMENT**

Seeing no further business to come before the Board, the meeting was duly adjourned at **12:03 p.m.**

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Jay Lewitt, President  
Board of Directors  
Las Virgenes Municipal Water District

ATTEST:

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Charles Caspary, Secretary  
Board of Directors  
Las Virgenes Municipal Water District

(SEAL)



June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject : Claim by LionHeart Ranch**

**SUMMARY:**

On April 30, 2020, the District received the attached claim from LionHeart Ranch, in the amount of \$18,000, for alleged damages caused by a broken fire hydrant. The claimant states that water from the fire hydrant caused damage and debris flows onto the ranch property. Staff investigated the claim and determined that the damage resulted from a fire hydrant that was hit by an XS Cargo vehicle. As a result, staff recommends that the claim be denied.

**RECOMMENDATION(S):**

Deny the claim by LionHeart Ranch.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with denial of the claim.

**DISCUSSION:**

On April 13, 2020, staff received a call at 10:03 a.m. to respond to a broken fire hydrant on Triunfo Canyon Road at Shiloh Ranch Road. When staff arrived on-scene, they found a fire hydrant that had been sheared off when a vehicle owned by XS Cargo had attempted to turn around. Due to the large volume of water and debris emanating from the broken hydrant, staff was unable to safely turn off the water at the adjacent hydrant valve. Staff had to stop pumping



at Cornell Pump Station to reduce pressure in the 20-inch water main along Triunfo Canyon Road. Once the pressure in the 20-inch water main had been reduced, staff had to partially close several valves on the 20-inch pipeline to further reduce the flow of water from the break. Only after these measures were taken could staff safely turn off the hydrant valve, stopping the flow of water from the broken hydrant.

California Government Code Section 830 provides that the District is liable for actions caused by itself and its employees. In this instance, the driver of the XS Cargo vehicle caused the damage to the fire hydrant that resulted in the damages to the adjacent property. As a result, the District is not responsible for the damages.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

**ATTACHMENTS:**

Claim by LionHart Ranch



Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Lisa Guerin at Lionheart Ranch

Address/location of accident or occurrence:
3582 Triunfo Canyon Rd.
Aguara, CA 91301

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: 310-650-2560 Work/Cell: 818-865-0118

Please answer the following questions. If more space is required, please attach additional sheets. Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.

- 1. When did damage or injury occur? (Give exact date and hour)
4-12-2020 approximately 1:00pm.
2. Where did the damage or injury occur?
Perpendicular to our property entrance.
3. How did the damage or injury occur? (Give full details)
A truck struck the fire hydrant on 4/12/20 at approximately 1pm that was perpendicular to our property entrance. The water continued to run for 1hr and 20min before the water district could get it turned off, leaving immense erosion damage to our pasture and surrounding areas.
4. What damage or injuries do you claim?

5. If this claim is for damage to property, are you the legal owner of said property?  
Yes  No . If not, please list name and address of property owner.

See attached

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

See attached

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

See attached

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 18,000.00

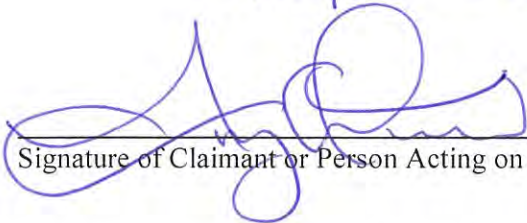
Estimated amount of future expenses: \$ 0

Total Amount Claimed: \$ 18,000.00

Basis for computation of amounts claimed: Reimbursement

9. Other details? (Names, addresses of witnesses, doctors and hospitals)


Amy Olmstead 3582 Triunfo Canyon Rd.  
Agoura, CA 91301

  
Signature of Claimant or Person Acting on Claimant's Behalf

4/24/20  
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

**Notice:** Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 4/30/20 Time: 7:30 AM Recorded by: 

(Rec'd via USPS 4/29/20)

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

**Name of claimants/s:** Lisa Guerin owner of Lion Heart Ranch

**Address/location of accident or occurrence:**

3582 Triunfo Canyon Rd

Agoura Hills, CA 91301

**Telephone numbers:** Home: 310-650-2560 Office: 818-865-0118

**1) When did damage or injury occur? (Give exact date and hour)**

The damage occurred on Monday 4/12/2020 at approximately 1:00pm.

**2) Where did the damage or injury occur?**

Perpendicular to our property entrance at the end of Triunfo Canyon Rd.

**3) How did the damage or injury occur? (give full details)**

A truck was attempting to turn around at the end of Triunfo Canyon Rd. and stuck the fire hydrant that is perpendicular to our property entrance. Thus, causing an immense amount of water that continue to gush for 1 hour and 20 min before the water district and fire department could get the valve closed.

**4) What damage or injuries do you claim?**

Due to extreme amount of water and high pressure in which it ran, we have sustained an immense amount of water erosion to our pasture and driveways. The creek that runs through our property collected a fare amount of soil, leaving it partially filled in. This will create flooding on the lower half of our property, as well as affecting the homes downstream all along Triunfo Canyon Rd. The edge of our driveway and a concrete pad has been destroyed due to pressure and amount of water.

**5) If this claim is for damage to property, are you the legal owner of said property?**

Yes

**6) What is the name/s of the District employee/s causing the injury, damage or loss, if know?**

N/A

**7) If district employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it? N/A**

# FOOTINGS WEST

BID ESTIMATE

Date: April 22, 2020

For: Lionheart Ranch  
3582 Triunfo Canyon Road  
Agoura Hills, CA 91301

Project	Description	Price
Fire Hydrant Break Damage	<ol style="list-style-type: none"><li>1. Clean up debris on driveway turnaround outside of gate and dispose. <b>Price=\$2,500.00</b></li><li>2. Cleanup driveway debris inside the gate and both sides of driveway around trees and shed area and dispose. <b>Price=\$3,500.00</b></li><li>3. Remove concrete slab destroyed by runoff from fire hydrant and replace with new. <b>Price=\$1,950.00</b></li><li>4. Replace washout concrete that was covering electrical, water and sewer lines. <b>Price=\$1,000.00</b></li><li>5. Groom pasture of rocks and debris and dispose. Replace dg feed area. Add sand to pasture and groom. <b>Price=\$4,500.00</b></li><li>2 loads of dg=<b>\$1,400.00</b></li><li>6. Cover sewer cover and tank that has been exposed. <b>Price=\$750.00</b></li><li>7. Replace dg on edge of driveway <b>Price=\$2,400.00</b></li></ol>	\$18,000.00

## Other Comments

Please let me know if you have any questions or comments.

*Thank you for your business!*



## Memorandum

To: Las Virgenes – Triunfo JPA  
From: Syrus Devers, Best Best & Krieger  
Date: May 22, 2020  
Re: Monthly State Political Report

### Legislative Report

The Assembly reconvened under special procedures on May 4<sup>th</sup> and the Senate followed suit on May 11<sup>th</sup>. The process so far is slow moving. The committees meet in the main chambers and Appropriations Committee rooms where the members can spread out, which means only two committees meet at a time. In-person testimony by witnesses is possible but highly discouraged. In order to enter the Capitol, a witness would need to first check in with the sergeants who will require a mask and a specific reason to enter the building. The sergeants will then escort the witness to the hearing location, opening all doors and only allowing one person in an elevator at a time. After giving testimony, the witness is then escorted out of the building. BB&K staff will be taking advantage of the phone system set up for support and opposition testimony, which moves slowly but seems to work well.

The first policy committee hearings relevant to water met on the 13<sup>th</sup> and 14<sup>th</sup> when the Assembly Natural Resources (NR) and Environmental Safety and Toxic Materials (ESTM) Committees held hearings. SB 1099 (Dodd), the LVMWD sponsored bill, is set to be heard on the 29<sup>th</sup> in the Senate Environmental Quality Committee.

### Administrative Report

Governor Newsom released the May Revise for the State Budget on May 14<sup>th</sup>. At the beginning of the year fiscal analysts predicted that the state would likely hit the statutory savings limit for the state's rainy-day fund. During the press conference for the release of the May Revise, Newsom asserted that the state's budget deficit will likely be \$54.3 billion, which approaches the nearly \$60 billion deficit in 2009 during the height of the Great Recession. Since this reversal happened in such a short time span, for all practical purposes this is a newly proposed budget as opposed to a revision of the budget submitted in January.



The Legislative Analyst's Office (LAO), however, reached a different set of conclusions about the budget deficit. The Governor compared a point-in-time snapshot to the fiscal outlook in January to reached the deficit figure of \$54 billion. The LAO looked at the budget deficit as a dynamic figure that changes based on assumptions about how the economy will perform over the next three years. It also compared the current fiscal situation against a baseline state budget, or those parts of the budget that are mandatory plus those areas necessary for public health and safety. This approach gave an optimistic and a pessimistic estimate for the deficit of \$18 billion and \$31 billion. The difference between the estimates turns on whether the economy rebounds quickly, a "U" shaped recovery, or bottoms out and take an extended time to begin recovering, or an "L" shaped recovery. Look for the Legislature to talk about a \$54 billion deficit problem, but act as if it is a \$18 to \$31 billion problem.

In water-related news Department of Fish and Wildlife (CDFW) and the Department of Water Resources (DWR) are being sued by both federal and state water contractors, as well as environmental groups and in-Delta interests, over the CDFW Incidental Take Permit for the long term operations of the State Water Project (SWP). The federal contractors are suing on largely the same CEQA grounds as the State Contractors and MWD with an emphasis on impacts to CVP operations. Meanwhile, the state and enviros are suing the feds over the federal Biological Opinions for the operation of the Central Valley Project. The SWP contractors took the important step of seeking to intervene in the lawsuit as defendants and are now in the case as interested parties. In short, everyone is suing everyone else. Long-time water policy observers (a.k.a. water buffaloes) are tossing around terms such as "unprecedented" and "unheard of" to describe the current state of affairs.

# Las Virgenes-Triunfo JPA

Bill Matrix –May 22, 2020

## A. Priority Support/Oppose

Measure	Author	Topic	Status	Brief Summary	Position	Priority
<a href="#">AB 1672</a>	<a href="#">Bloom D</a>	Solid waste: nonwoven disposable products.	1/30/2020-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.	The California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, generally regulates the disposal, management, and recycling of solid waste. This bill would require, commencing January 1, 2021, except as provided, certain nonwoven disposal products to be labeled clearly and conspicuously to communicate that they should not be flushed, as specified. The bill would prohibit a covered entity, as defined, from making a representation about the flushable attributes, benefits, performance, or efficacy of those nonwoven disposal products, as provided.	Support	A. Priority Support/Oppose
<a href="#">AB 2093</a>	<a href="#">Gloria D</a>	Public records: writing transmitted by electronic mail: retention.	3/10/2020-From committee: Do pass and re-refer to Com. on APPR. (Ayes 10. Noes 1.) (March 10). Re-referred to Com. on APPR.	Would, unless a longer retention period is required by statute or regulation, or established by the Secretary of State pursuant to the State Records Management Act, require a public agency, for purposes of the California Public Records Act, to retain and preserve for at least 2 years every public record, as defined, that is transmitted by electronic mail.	Out for Analysis	A. Priority Support/Oppose
<a href="#">AB 2178</a>	<a href="#">Levine D</a>	Emergency services.	5/13/2020-From committee: Do pass and re-refer to Com. on APPR. (Ayes 20. Noes 0.) (May 12). Re-referred to Com. on APPR.	Current law defines the terms “state of emergency” and “local emergency” to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization, defined as a planned public safety power shutoff, as specified, within those conditions constituting a state of emergency and a local emergency.	Out for Analysis	A. Priority Support/Oppose
<a href="#">AB 2182</a>	<a href="#">Rubio, Blanca D</a>	Emergency backup generators: water and wastewater facilities: exemption.	3/16/2020-In committee: Hearing postponed by committee.	Would exempt the operation of an alternative power source, as defined, to provide power to a critical facility, as defined, from any local, regional, or state regulation regarding the operation of that source. The bill would authorize providers of essential public services, in lieu of compliance with applicable legal requirements, to comply with the maintenance and testing procedure set forth in the National Fire Protection Association Standard for Emergency and Standby Power System, NFPA 110, for alternative power sources designated by the providers for the support of critical facilities.	Out for Analysis	A. Priority Support/Oppose
<a href="#">AB 2296</a>	<a href="#">Quirk D</a>	State Water Resources	5/14/2020-From committee: Do	Would authorize the State Water Resources Control Board to delegate partial	Out for Analysis	A. Priority Support/Oppose



		Control Board: local primacy delegation: funding stabilization program.	pass and re-refer to Com. on APPR. (Ayes 6. Noes 1.) (May 14). Re-referred to Com. on APPR.	responsibility for the California Safe Drinking Water Act's administration and enforcement by means of a local primacy delegation agreement. The bill would authorize the state board, for counties that have not been delegated primary responsibility as of January 1, 2021, to offer an opportunity for the county to apply for partial or primary responsibility if the state board determines that it needs assistance in performing administrative and enforcement activities, as specified. The bill would authorize the state board to approve the application for delegation if the state board determines that the local health officer is able to sufficiently perform the administrative and enforcement activities and would specify that a local primacy agency has all of the authority over designated public water systems as is granted to the state board by the act.		e
<a href="#">AB 2560</a>	<a href="#">Quirk D</a>	Water quality: notification and response levels: procedures.	5/14/2020-From committee: Do pass and re-refer to Com. on APPR. with recommendation : To Consent Calendar. (Ayes 9. Noes 0.) (May 14). Re-referred to Com. on APPR.	The California Safe Drinking Water Act requires the State Water Resources Control Board to adopt drinking water standards for contaminants in drinking water based upon specified criteria and requires any person who owns a public water system to ensure that the system, among other things, complies with those drinking water standards. The act requires a public water system to provide prescribed notices within 30 days after it is first informed of a confirmed detection of a contaminant found in drinking water delivered by the public water system for human consumption that is in excess of a maximum contaminant level, a notification level, or a response level established by the state board. This bill would require the state board to comply with specified public notice and comment procedures when establishing or revising notification or response levels.	Support	A. Priority Support/Oppose
<a href="#">SB 45</a>	<a href="#">Allen D</a>	Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.	1/30/2020-In Assembly. Read first time. Held at Desk.	Would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$5,510,000,000 pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program.	Out for Analysis	A. Priority Support/Oppose
<a href="#">SB 857</a>	<a href="#">Bates R</a>	Solid waste: integrated waste management plans: composting component.	1/22/2020-Referred to Com. on RLS.	Current law, the California Integrated Waste Management Act of 1989, administered by the Department of Resources Recycling and Recovery, establishes an integrated waste management program. The act requires each city to submit to the county in which the city is located a source reduction and recycling element containing specified components, including a composting component. This bill would make a nonsubstantive change to language concerning implementation of the	Out for Analysis	A. Priority Support/Oppose

				composting component.		
<a href="#">SB 996</a>	<a href="#">Portantino D</a>	State Water Resources Control Board: Constituents of Emerging Concern Program.	4/1/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on EQ.	Would require the State Water Resources Control Board to establish, maintain, and direct an ongoing, dedicated program called the Constituents of Emerging Concern Program to assess the state of information and recommend areas for further study on constituents of emerging concern in drinking water that may pose risks to public health. The bill would require the state board to establish the Stakeholder Advisory Group and, by an unspecified date, the Science Advisory Panel, both as prescribed, to assist in the gathering and development of information for the program, among other functions. The bill would require the program to provide opportunities for public participation, including conducting stakeholder meetings and workshops to solicit relevant information and feedback for development and implementation of the program.	Support	A. Priority Support/Oppose
<a href="#">SB 1052</a>	<a href="#">Hertzberg D</a>	Water quality: municipal wastewater agencies.	5/12/2020-Referral to Com. on GOV. & F. rescinded due to the shortened 2020 Legislative Calendar.	Would establish municipal wastewater agencies and would authorize a municipal wastewater agency, among other things, to enter into agreements with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff, to acquire, construct, expand, operate, maintain, and provide facilities for specified purposes relating to managing stormwater and dry weather runoff, and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority in order to fund projects undertaken pursuant to the bill. The bill would require the exercise of any new authority granted under the bill to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.	Out for Analysis	A. Priority Support/Oppose
<a href="#">SB 1099</a>	<a href="#">Dodd D</a>	Emergency backup generators: critical facilities: exemption.	3/18/2020-April 1 hearing postponed by committee.	Would, consistent with federal law, require air districts to adopt a rule, or revise its existing rules, to allow critical facilities with a permitted emergency backup generator to use that emergency backup generator during a deenergization event or other loss of power, and to test and maintain that emergency backup generator, as specified, without having that usage, testing, or maintenance count toward that emergency backup generator's time limitation on actual usage and routine testing and maintenance. The bill would prohibit air districts from imposing a fee on the issuance or renewal of a permit issued for those critical facility emergency backup generators.	Support	A. Priority Support/Oppose
<a href="#">SB 1386</a>	<a href="#">Moorlach R</a>	Local government: assessments, fees, and charges: water.	5/22/2020-Action From GOV. & F.: Read second time. To THIRD READING.	The Proposition 218 Omnibus Implementation Act prescribes specific procedures and parameters for local jurisdictions to comply with these requirements and, among other things, authorizes an agency providing water, wastewater, sewer, or refuse collection	Support	A. Priority Support/Oppose

				<p>services to adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation under certain circumstances.</p> <p>Current law defines, among other terms, the term “water” for these purposes to mean any system of public improvements intended to provide for the production, storage, supply, treatment, or distribution of water from any source. This bill would specify that “water” for purposes of the Proposition 218 Omnibus Implementation Act also includes the public fixtures, appliances, and appurtenances connected to an above-described system of public improvements intended to provide for the production, storage, supply, treatment, or distribution of water from any source.</p>		
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## B. Watch

Measure	Author	Topic	Status	Brief Summary	Position	Priority
<a href="#">AB 291</a>	<a href="#">Chu D</a>	Local Emergency Preparedness and Hazard Mitigation Fund.	1/30/2020-Read third time. Passed. Ordered to the Senate. In Senate. Read first time. To Com. on RLS. for assignment.	Would establish a Local Emergency Preparedness and Hazard Mitigation Fund to, upon appropriation by the Legislature, support staffing, planning, and other emergency mitigation priorities to help local governments meet emergency management, preparedness, readiness, and resilience goals. The bill would require the Office of Emergency Services to establish the Local Emergency Preparedness and Hazard Mitigation Fund Committee under the Standardized Emergency Management System Advisory Board.	Out for Analysis	B. Watch
<a href="#">AB 1839</a>	<a href="#">Bonta D</a>	Economic, environmental, and social recovery: California COVID-19 Recovery Deal.	5/11/2020-Re-referred to Com. on NAT. RES.	Would enact the California COVID-19 Recovery Deal. The bill would make a series of legislative findings and declarations pertaining to the coronavirus (COVID-19) pandemic and various economic, environmental, and social conditions in the state. The bill would state the intent of the Legislature that the state adopt a policy framework with principles and goals committed to accomplish specified economic, environmental, and social objectives and priorities as part of the state’s COVID-19 recovery spending. The bill would state that the Legislature establishes various spending rules for the COVID-19 recovery, including adopting spending measures that prohibit businesses, organizations, or agencies from accepting public funds for any long-term projects that prolong the emission of greenhouses gases or lead to the expansion of fossil fuel projects and ensuring that recovery spending includes specific measures for California populations and communities most negatively impacted by COVID-19.	Watch	B. Watch
<a href="#">AB 1957</a>	<a href="#">Gallagher R</a>	Paradise	2/18/2020-Re-re	Current law authorizes, until January 1,	Watch	B. Watch

		Irrigation District: water pipeline: design-build process.	ferred to Com. on L. GOV.	2025, local agencies, as defined, to use the design-build project delivery process, as specified, for specified public works. This bill would authorize the Paradise Irrigation District to utilize the design-build project delivery process to assign contracts for the construction of a water conveyance pipeline from the Town of Paradise to the City of Chico.		
<a href="#">AB 2095</a>	<a href="#">Cooper</a> D	Public water systems: reduction of water charges: customers impacted by COVID-19.	5/5/2020-Re-referred to Com. on L. GOV.	Would authorize a public water system to reduce the water charges imposed on a customer impacted by COVID-19 during the duration of the impact provided that the reduction does not increase the water charges imposed on another ratepayer.	Out for Analysis	B. Watch
<a href="#">AB 2322</a>	<a href="#">Friedman</a> D	Small water suppliers and rural communities: drought and water shortage planning: repeal.	2/15/2020-From printer. May be heard in committee March 16.	Current law makes legislative findings and declarations regarding drought planning for small water suppliers and rural communities, and requires the Department of Water Resources, in consultation with the State Water Resources Control Board and other relevant state and local agencies and stakeholders, to use available data to identify, no later than January 1, 2020, small water suppliers and rural communities that may be at risk of drought and water shortage vulnerability and notify counties and groundwater sustainability agencies of those suppliers or communities. Current law requires the department, in consultation with the state board, to propose to the Governor and the Legislature, by January 1, 2020, recommendations and guidance relating to the development and implementation of countywide drought and water shortage contingency plans to address the planning needs of small water suppliers and rural communities, as provided. This bill would repeal these provisions.	Watch	B. Watch
<a href="#">AB 2324</a>	<a href="#">Friedman</a> D	Accessory dwelling units: prohibition of rent or lease.	5/5/2020-Re-referred to Com. on H. & C.D.	The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily dwelling residential zones and requires a local agency that has not adopted an ordinance to ministerially approve an application for an accessory dwelling unit. Current law also authorizes a local agency to allow, by ordinance, for the sale or conveyance of an accessory dwelling unit separate from the primary residence to a qualified buyer, as defined, upon meeting specified conditions. This bill would prohibit a person, as defined, from renting or leasing more than 15 of the person's accessory dwelling units, as defined, in the state.	Watch	B. Watch
<a href="#">AB 3256</a>	<a href="#">Garcia, Eduardo</a> D	Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought	5/19/2020-Re-referred to Com. on APPR.	Would enact the Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$6,980,000,000	Out for Analysis	B. Watch

		Preparation, and Flood Protection Bond Act of 2020.		pursuant to the State General Obligation Bond Law to finance projects for an economic recovery, wildfire prevention, safe drinking water, drought preparation, and flood protection program.		
<a href="#">SB 378</a>	<a href="#">Wiener D</a>	Electrical corporations: deenergization events: procedures: allocation of costs: reports.	1/27/2020-Read third time. Passed. (Ayes 25. Noes 2.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.	Would require each electrical corporation to annually submit a report to the Wildfire Safety Division and, after June 30, 2021, to the Office of Energy Infrastructure Safety, that includes the age, useful life, and condition of the electrical corporation's equipment, inspection dates, and maintenance records for its equipment, investments to maintain and improve the operation of its transmission and distribution facilities, and an assessment of the current and future fire and safety risk posed by the equipment.	Watch	B. Watch
<a href="#">SB 862</a>	<a href="#">Dodd D</a>	Planned power outage: public safety.	5/20/2020-Read second time and amended. Re-referred to Com. on APPR.	Current law defines the terms "state of emergency" and "local emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a deenergization event, as defined, within a sudden and severe energy shortage constituting a state of emergency and a local emergency.	Out for Analysis	B. Watch
<a href="#">SB 931</a>	<a href="#">Wieckowski D</a>	Local government meetings: agenda and documents.	4/2/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on GOV. & F.	The Ralph M. Brown Act requires meetings of the legislative body of a local agency to be open and public and also requires regular and special meetings of the legislative body to be held within the boundaries of the territory over which the local agency exercises jurisdiction, with specified exceptions. Current law authorizes a person to request that a copy of an agenda, or a copy of all the documents constituting the agenda packet, of any meeting of a legislative body be mailed to that person. This bill would require, if the local agency has an internet website, a legislative body or its designee to email a copy of, or website link to, the agenda or a copy of all the documents constituting the agenda packet if the person requests that the items be delivered by email. The bill would require, where the local agency determines it is technologically infeasible to send a copy of all documents constituting the agenda packet or a website link containing the documents by electronic mail or by other electronic means, the legislative body or its designee to send by electronic mail a copy of the agenda or a website link to the agenda and mail a copy of all other documents constituting the agenda packet in accordance with the mailing requirements.	Out for Analysis	B. Watch
<a href="#">SB 952</a>	<a href="#">Nielsen R</a>	Sales and use taxes: exemption: backup	5/21/2020-Set for hearing May 28.	Current state sales and use tax laws impose a tax on retailers measured by the gross receipts from the sale of tangible personal property sold at retail in this state or on the	Watch	B. Watch

		electrical resources: deenergization events.		storage, use, or other consumption in this state of tangible personal property purchased from a retailer for storage, use, or other consumption in this state. The Sales and Use Tax Law provides various exemptions from those taxes. This bill, on and after January 1, 2021, would provide an exemption from those taxes with respect to the sale of, or the storage, use, or consumption of, a backup electrical resource, as defined, that is purchased for exclusive use by a city, county, special district, or other entity of local government during deenergization events, as defined.		
<a href="#">SB 971</a>	<a href="#">Hertzberg D</a>	Small water supplier and countywide water shortage contingency planning.	5/12/2020-Referal to Com. on GOV. & F. rescinded due to the shortened 2020 Legislative Calendar.	Would require a small water supplier, as defined, with 1,000 to 2,999 service connections, inclusive, to prepare and adopt a small water supplier water shortage contingency plan that consists of specified elements. The bill would require a small water supplier with 15 to 999 service connections, inclusive, to take specified actions related to water shortage planning and response. The bill would require small water suppliers to provide to the public, and to report, the plan and specified water shortage planning information, as prescribed.	Out for Analysis	B. Watch
<a href="#">SB 1011</a>	<a href="#">Dahle R</a>	Water quality: waste discharge requirements: management agency agreements.	3/25/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on RLS.	Would provide that implementation of a management agency agreement entered into between the State Water Resources Control Board and the United States Forest Service or the state board and the United States Bureau of Land Management constitutes compliance by the United States Forest Service or the United States Bureau of Land Management, as applicable, with specified waste discharge requirements for nonpoint source discharges. The bill would prohibit a provision of such a management agency agreement from being construed in any way as limiting the authority of the state board or a regional board in carrying out its legal responsibilities for the management or regulation of water quality.	Out for Analysis	B. Watch
<a href="#">SB 1044</a>	<a href="#">Allen D</a>	Firefighting equipment and foam: PFAS chemicals.	5/18/2020-From committee with author's amendments. Read second time and amended. Re-referred to Com. on EQ.	Would, commencing January 1, 2022, require any person, including a manufacturer, as defined, that sells firefighter personal protective equipment to any person or public entity to provide a written notice to the purchaser at the time of sale if the firefighter personal protective equipment contains perfluoroalkyl and polyfluoroalkyl substances (PFAS), and would provide that a violation of this requirement is punishable by a specified civil penalty. The bill would require the seller and the purchaser to retain the notice on file for at least 3 years and to furnish the notice and associated sales documentation to the State Fire Marshal within 60 days upon request, as provided.	Out for Analysis	B. Watch
<a href="#">SB 1056</a>	<a href="#">Portantino</a>	Drinking water:	3/18/2020-April	Would require the State Water Resources	Out for	B. Watch

	D	testing: perfluoroalkyl and polyfluoroalkyl substances.	1 hearing postponed by committee.	Control Board, on or before January 1, 2022, to certify a methodology or methodologies for testing drinking water, groundwater, and surface water for perfluoroalkyl and polyfluoroalkyl substances, as provided, and to accredit qualified laboratories in California to analyze perfluoroalkyl and polyfluoroalkyl substances pursuant to the adopted methodology or methodologies.	Analysis	
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**Total Measures: 27**

**Total Tracking Forms: 27**



**BEST BEST & KRIEGER**  
ATTORNEYS AT LAW

**To:** Las Virgenes-Triunfo JPA Board of Directors  
**From:** John Freshman and Ana Schwab  
**Date:** May 22, 2020  
**RE:** Federal Report

**Federal Update**

On May 15, the House of Representatives passed a \$3 trillion economic stimulus package, the Health and Economic Recovery Omnibus Emergency Solutions Act, or the HEROES Act, by a vote of 208-199. The HEROES Act would provide broad financial relief, including nearly \$1 trillion to states and local governments and another round of \$1,200 checks to Americans. House Speaker Nancy Pelosi said that she wants to use the bill as a starting point for negotiations with the Republican-controlled Senate and the White House.

There are debates between lawmakers and the White House on whether to ease statutory budget caps to fund the federal response efforts. Senate Majority Leader Mitch McConnell (R-KY) stated that the Senate would not move forward with the bill, or other economic stimulus packages, until June. The bill is not expected to pass in the Senate. President Donald Trump said he would not sign the HEROES Act into law if it were to pass the Senate.

The bill addresses the utility industry by providing aid to assistance programs and requiring a continuation of services. \$1.5 billion would be allocated for the Low-Income Home Energy Assistance Program (LIHEAP). States, territories, and tribes would be provided \$1.5 billion in grants to pay for water and wastewater bills for low income families. The bill includes a provision that would require state and utilities that are receiving federal emergency funds to adopt of maintain policies to prevent energy and water service shutoffs to residential customers during the COVID-19 public health emergency.

The next package may be the last major economic stimulus relief of the year. As such, many industries see this period as the last opportunity to push for major financial assistance. States and local governments are continuing to put pressure on Congress and the White House to provide more direct federal financial relief due to immense revenue losses.

In the meantime, the House will vote next week on a bipartisan proposal to improve the Paycheck Protection Program (PPP). The bill is separate from the HEROES Act package. The “Paycheck Protection Flexibility Act”, H.R.6886, introduced by Representatives Dean Phillips (D-MN) and Chip Roy (R-TX), would allow businesses receiving forgivable loans to be able to use the funds on payrolls for more than the eight weeks under the original program. It would relax the requirement that 75% of loans be used for payroll expenses. It would allow businesses to have more than two years to pay back the loans.





A bipartisan group of senators introduced legislation that would create a \$500 billion fund to help state and local governments. The bill, supported by Senators Bob Menendez (D-NJ), Bill Cassidy (R-LA), Susan Collins (R-ME), Cindy Hyde-Smith (R-MS), Joe Manchin (D-WV), and Cory Booker (D-NJ), aims to assist governments experiencing financial strain due to COVID-19. The money would be distributed according to population size, infection rate, and revenue losses. The funding does not have a population requirement, which would permit municipalities to apply and use the funding. All states, as well as Puerto Rico and the District of Columbia, would receive a minimum of \$2 billion in relief aid. A companion bill in the House was introduced by Representatives Mike Sherrill (D-NJ) and Peter King (R-NY).

### **PFAS**

This week, EPA announced it would set limits for PFOA and PFOS sometime next year, in 2021. Administrator Andrew Wheeler told the Senate Environment and Public Works Committee that the maximum contaminant levels (MCL) for the two chemicals will not be able to be determined within a year.

As NDAA drafting begins in the Senate Armed Services Committee, PFAS will likely be a contested issue. The draft of the NDAA is expected to be released in July. Last year, NDAA negotiations were stalled due to House and Senate members from both sides of the aisle fighting for stricter PFAS regulations.

Currently, EPA is finalizing a rule to add 172 per- and polyfluoroalkyl substances (PFAS) to the list of chemicals to be reported to the Toxics Release Inventory (TRI), pursuant to the National Defense Authorization Act (NDAA).

The rule will become effective immediately once its published in the Federal Register. Per the NDAA, the PFAS additions became effective as of January 1, 2020. Additionally, the NDAA established a manufacture, processing, and otherwise use reporting threshold of 100 pounds for each of the listed PFAS. The 172 PFAS are reportable for the 2020 reporting year.

DuPont Inc. and Chemours Co., two of the largest manufacturers of PFAS, are being charged in for PFAS contamination across the country. This past week, more than 200 property owners in North Carolina filed a lawsuit in the United States Eastern District Court of North Carolina seeking punitive damages to cover the cost of installing water filters and cleaning up PFAS contamination on their properties. On the west coast, Orange County Water District, along with 12 other cities and water districts, is considering litigation against DuPont Inc. and 3M over PFAS contamination in their water system.



### **Pertinent Lawsuits**

The Center for Biological Diversity and two other environmental groups sued the Bureau of Reclamation and Secretary of Interior Director David Bernhardt asking for declaratory and injunctive relief for contracts with water users due to improper environmental reviews. The lawsuit was filed in the U.S. District Court for the Eastern District of California.

The petitioners claim the Bureau of Reclamation and the Interior Department violated several environmental laws when it agreed to convert 14 short-term Central Valley Project water contracts into permanent agreements. They claim the conversions were permitted without review of the adverse environmental consequences. The petitioners also seek an order and judgement to prevent Reclamation from converting 26 contracts that Reclamation is in the process of converting to permanent repayment contracts. The petitions hold that these conversions are in violation of NEPA, as Environmental Impact Statements and Environmental Assessments have not been properly prepared.

The State of California, the California Natural Resources Agency, and the California Environmental Protection Agency filed a lawsuit against the Trump Administration over the Bureau of Reclamation's adoption of new biological opinions. The Trump Administration is prioritizing increasing the Central Valley Project water supplies for its users. The Administration is following a 2019 biological opinion created under the Endangered Species Act (ESA; 87 Stat. 884. 16 U.S.C. §§1531-1544). The lawsuit, filed in the U.S. District Court for the Northern District of California, asserts that the biological opinions issued by the National Marine Fisheries Services (NMFS) and the U.S. Fish and Wildlife Service (USFWS) under ESA lack safeguards for protected species and their habitat in the Sacramento and San Joaquin River watersheds, including the Bay-Delta, and are therefore unlawful.

### **85 FR 23940 Announcement of Preliminary Regulatory Determinations for Contaminants on the Fourth Drinking Water Contaminant Candidate List; Extension of Comment Period**

On March 10, 2020, the EPA published in the Federal Register ( 85 FR 14098) a request for public comment for the "Announcement of Preliminary Regulatory Determinations for Contaminants on the Fourth Drinking Water Contaminant Candidate List." The proposed preliminary determinations and request for comment, as initially published in the Federal Register, provided for written comments to be submitted to the EPA on or before May 11, 2020 (a 60-day public comment period). Since publication, the EPA has received requests for additional time to submit comments. The EPA is extending the comment period for 30 days until June 10, 2020. The EPA will consider public comments in the development of final regulatory determinations for contaminants on the Fourth Drinking Water Contaminant Candidate List. The Preliminary Regulatory Determinations and supporting documents are available at <https://www.regulations.gov> (Docket ID No. EPA-HQ-OW-2019-0583). Comments may be submitted on or before June 10, 2020.



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ATTORNEYS AT LAW

**85 FR 30953 Request for Comment on Whether EPA's Approval of a Clean Water Act Section 404 Program Is Non-Discretionary for Purposes of Endangered Species Act Section 7 Consultation**

The Environmental Protection Agency (EPA) requests comment on whether the EPA should reconsider its current position that consultation under Endangered Species Act (ESA) section 7 is not required when the EPA approves a state or tribe's request to assume the Clean Water Act (CWA) section 404 dredged and fill permit program under the CWA. Comments in response to this document will be considered as the EPA reviews this position. If the EPA changes its current position, then the EPA would take the position that the Agency's decision as to whether to approve or disapprove a state's or tribe's request to assume the CWA section 404 permit program involves an exercise of discretion warranting consultation under ESA section 7. Section 7

consultation under the ESA would consequently apply to state and tribal requests to assume the CWA section 404 program and potentially subsequent program revisions, and the EPA would consult on its actions with the U.S. Fish and Wildlife Service (FWS) and the National Marine Fisheries Service (NMFS) (hereafter referred to as "the Services") under the ESA as appropriate. Comments may be submitted on or before July 6, 2020.

**LAS VIRGENES TRIUNFO - HIGH PRIORITY LEGISLATION IN THE 116TH CONGRESS  
THROUGH MAY 22, 2020**

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 34</u></a> <a href="#"><u>Energy and Water Research Integration Act of 2019</u></a>	<p>To ensure consideration of water intensity in the Department of Energy’s energy research, development, and demonstration programs to help guarantee efficient, reliable, and sustainable delivery of energy and clean water resources.</p>	<p>Introduced by Rep. Eddie Bernice Johnson (D-TX) – January 3, 2019</p> <p>Passed/agreed to in the House – July 23, 2019. Introduced in the Senate</p>	
<a href="#"><u>S. 47</u></a> <a href="#"><u>Natural Resources Management Act</u></a>	<p>This bill sets forth provisions regarding various programs, projects, activities, and studies for the management and conservation of natural resources on federal lands.</p> <ul style="list-style-type: none"> <li>• Specifically, the bill addresses, among other matters</li> <li>• land conveyances, exchanges, acquisitions, withdrawals, and transfers;</li> <li>• national parks, monuments, memorials, wilderness areas, wild and scenic rivers, historic and heritage sites, and other conservation and recreation areas;</li> <li>• wildlife conservation;</li> <li>• helium extraction;</li> <li>• small miner waivers of claim maintenance fees;</li> <li>• wildland fire operations;</li> <li>• the release of certain federal reversionary land interests;</li> <li>• boundary adjustments;</li> <li>• the Denali National Park and Preserve natural gas pipeline;</li> <li>• fees for medical services in units of the National Park System;</li> <li>• funding for the Land and Water Conservation Fund;</li> <li>• recreational activities on federal or nonfederal lands;</li> <li>• a national volcano early warning and monitoring system;</li> <li>• federal reclamation projects; and</li> <li>• search-and recovery-missions.</li> </ul> <p>In addition, the bill reauthorizes the National Cooperative Geologic Mapping Program.</p>	<p>Introduced by Sen. Lisa Murkowski (R-AK) – January 8, 2019</p> <p>Became Public Law No: 116-9 – March 12, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 40</a> <a href="#">Bureau of Reclamation Transparency Act</a>	To require the Secretary of the Interior to submit to Congress a report on the efforts of the Bureau of Reclamation to manage its infrastructure assets.	Introduced by Sen. John Barrasso (R-WY) – January 8, 2019	
<a href="#">H.R. 357</a> <a href="#">Sacramento-San Joaquin Delta National Heritage Area Act</a>	To establish the Sacramento-San Joaquin Delta National Heritage Area. The boundaries of the Heritage Area shall be in the counties of Contra Costa, Sacramento, San Joaquin, Solano, and Yolo in the State of California, as generally depicted on the map entitled “Sacramento-San Joaquin Delta National Heritage Area Proposed Boundary”, numbered T27/105,030, and dated October 2012.	Introduced by Rep. John Garamendi (D-CA) – January 9, 2019  Signed into law on March 12, 2019 as part of S. 47 – Natural Resources Management Act	
<a href="#">H.R. 535</a> <a href="#">PFAS Action Act of 2019</a>	To require the Administrator of the Environmental Protection Agency to designate per- and polyfluoroalkyl substances as hazardous substances under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.	Introduced by Rep. Debbie Dingell (D-MI) – January 14, 2019  Received in the Senate – January 13, 2020	
<a href="#">H.R. 579</a> <a href="#">Water Rights Protection Act of 2019</a>	To prohibit the conditioning of any permit, lease, or other use agreement on the transfer of any water right to the United States by the Secretaries of the Interior and Agriculture, and for other purposes.	Introduced by Rep. Scott Tipton (R-CO) – January 15, 2019	
<a href="#">H.R. 664</a> <a href="#">Recreational Lands Self-Defense Act of 2019</a>	To protect the right of individuals to bear arms at water resources development projects administered by the Secretary of the Army, and for other purposes	Introduced by Rep. Bob Gibbs (D-OH) – January 17, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 667</u></a> <a href="#"><u>Regulatory Certainty for Navigable Waters Act</u></a>	To repeal the Waters of the United States rule and amend the Federal Water Pollution Control Act	Introduced by Rep. Jamie Herrera Beutler (R-WA) – January 17, 2019	
<a href="#"><u>H.R. 658</u></a> <a href="#"><u>National Infrastructure Development Bank Act of 2019</u></a>	To facilitate efficient investments and financing of infrastructure projects and new job creation through the establishment of a National Infrastructure Development Bank, and for other purposes. Highlighting environmental infrastructure projects which include drinking water, waste water treatment facility, and stormwater management system.	Introduced by Rep. Rosa DeLauro (D-CT) – January 17, 2019	
<a href="#"><u>H.R. 807</u></a> <a href="#"><u>Water and Agriculture Tax Reform Act of 2019</u></a>	To amend the Internal Revenue Code of 1986 to facilitate water leasing and water transfers to promote conservation and efficiency.	Introduced by Rep. Ken Buck (R-CO) – January 28, 2019	
<a href="#"><u>H.R. 843</u></a> <a href="#"><u>Reform EPA Act</u></a>	To amend the Federal Water Pollution Control Act to clarify when the Administrator of the Environmental Protection Agency has the authority to prohibit the specification of a defined area, or deny or restrict the use of a defined area for specification, as a disposal site under section 404 of such Act, and for other purposes.	Introduced by Rep. Bob Gibbs (R-OH) – January 29, 2019	
<a href="#"><u>H.R. 855</u></a> <a href="#"><u>STRONG Act</u></a>	To minimize the economic and social costs resulting from losses of life, property, well-being, business activity, and economic growth associated with extreme weather events by ensuring that the United States is more resilient to the impacts of extreme weather events in the short- and long-term, and for other purposes. Key sectors shall include water management, including supply and treatment; infrastructure, including natural and built forms of water and wastewater services;	Introduced by Rep. Scott Peters (D-CA) – January 29, 2019	
<a href="#"><u>S. 308</u></a> <a href="#"><u>Santa Ana River Wash Plan Land Exchange Act</u></a>	A bill to direct the Secretary of the Interior to convey certain Federal lands in San Bernardino County, California, to the San Bernardino Valley Water Conservation District, and to accept in return certain non-Federal lands, and for other purposes	Introduced by Sen. Dianne Feinstein (D-CA) – January 31, 2019	
<a href="#"><u>S. 361</u></a> <a href="#"><u>Water and Agriculture Tax Reform Act of 2019</u></a>	A bill to amend the Internal Revenue Code of 1986 to facilitate water leasing and water transfers to promote conservation and efficiency.	Introduced by Sen. Cory Gardner (R-CO) – February 6, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 1067</u></a> <a href="#"><u>Santa Ana River Wash Plan Land Exchange Act</u></a>	<p>To direct the Secretary of the Interior to convey certain Federal lands in San Bernardino County, California, to the San Bernardino Valley Water Conservation District, and to accept in return certain non-Federal lands, and for other purposes.</p>	<p>Introduced by Rep. Pete Aguilar (D-CA) – February 7, 2019</p>	
<a href="#"><u>S. 376</u></a> <a href="#"><u>Defense of Environment and Property Act of 2019</u></a>	<p>A bill to amend the Federal Water Pollution Control Act to clarify the definition of navigable waters, and for other purposes.</p>	<p>Introduced by Sen. Rand Paul (R-KY) – February 7, 2019</p>	
<a href="#"><u>H.R. 1137</u></a> <a href="#"><u>To amend the Water Resources Development Act of 1986 to repeal the authority relating to reprogramming during national emergencies.</u></a>	<p>To amend the Water Resources Development Act of 1986 to repeal the authority relating to reprogramming during national emergencies.</p>	<p>Introduced by Rep. John Garamendi (D-CA) – February 11, 2019</p>	
<a href="#"><u>H.R. 1162</u></a> <a href="#"><u>Water Recycling Investment and Improvement Act</u></a>	<p>To extend the authorization of the Bureau of reclamation’s Title XVI competitive grants program, and increases the authorized funding levels from \$50 million to \$500 million. Further the legislation expands the geographic scope of the program by removing a requirement that projects be located in sustained drought or disaster areas, makes the program truly competitive by removing a requirement that Congress sign off on each selected project, and modernizes the individual program funding cap from \$20 million to \$30 million.</p>	<p>Introduced by Rep. Grace Napolitano (D-CA) –  Introduced February 13, 2019   Ordered to be Reported (Amended) –  March 11, 2020</p>	<p><i>Support</i></p>
<a href="#"><u>H.R. 1334</u></a> <a href="#"><u>Outdoor Recreation Legacy Partnership Grant Program Acts</u></a>	<p>To provide grants for projects to acquire land and water for parks and other outdoor recreation purposes and to develop new or renovate existing outdoor recreation facilities.</p>	<p>Introduced by Rep. Nanette Barragan (D-CA) – February 25, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 1331</u></a> <a href="#"><u>Local Water Protection Act</u></a>	<p>To amend Section 319(j) of the Federal Water Pollution Control Act ( 33 U.S.C. 1329 (j)) is amended by striking “subsections (h) and (i) not to exceed” and all that follows through “fiscal year 1991” and inserting “subsections (h) and (i) \$200,000,000 for each of fiscal years 2020 through 2024”.</p>	<p>Introduced by Rep. Annie Craig (D-MN) – February 26, 2019</p> <p>Passed/agreed to in House - April 8, 2019. Introduced in the Senate.</p>	
<a href="#"><u>H.R. 1429</u></a> <a href="#"><u>Drinking Water Infrastructure for Job Creation Act</u></a>	<p>Making supplemental appropriations, of \$7,500,000,000, for fiscal year 2019 for the Drinking Water State Revolving Funds, and for other purposes.</p>	<p>Introduced by Rep. Maxine Waters (D-CA) – February 28,2019</p>	
<a href="#"><u>S. 611</u></a> <a href="#"><u>Water Affordability, Transparency, Equity, and Reliability Act of 2019</u></a>	<p>To establish a trust fund, of \$34,850,000,000, to provide for adequate funding for water and sewer infrastructure, and for other purposes.</p>	<p>Introduced by Sen. Bernie Sanders (I-VT) – February 28, 2019</p>	
<a href="#"><u>H.R. 1417</u></a> <a href="#"><u>Water Affordability, Transparency, Equity, and Reliability Act of 2019</u></a>	<p>To establish a trust fund, of \$34,850,000,000, to provide for adequate funding for water and sewer infrastructure, and for other purposes.</p>	<p>Introduced by Rep. Brenda Lawrence (D-MI) – March 1, 2019</p>	
<a href="#"><u>H.R. 1497</u></a> <a href="#"><u>Water Quality Protection and Job Creation Act of 2019</u></a>	<p>To amend the Federal Water Pollution Control Act to reauthorize certain water pollution control programs, and for other purposes. The legislation would authorize \$120,000,000 for each of fiscal years 2020 through 2024.”</p>	<p>Introduced by Rep. Pete DeFazio (D-OR) – March 6, 2019</p> <p>Ordered to be Reported (Amended) by Voice Vote – October 29, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 1621</a> <a href="#">Water Supply Permitting Coordination Act</a>	To authorize the Secretary of the Interior to coordinate Federal and State permitting processes related to the construction of new surface water storage projects on lands under the jurisdiction of the Secretary of the Interior and the Secretary of Agriculture and to designate the Bureau of Reclamation as the lead agency for permit processing, and for other purposes.	Introduced by Rep. Tom McClintock (R-CA) – March 7, 2019	
<a href="#">H.R. 1764</a> <a href="#">To amend the Federal Water Pollution Control Act with respect to permitting terms, and for other purposes.</a>	To extend the NPDES permit period from 5 years to 10 years.	Introduced by Rep. John Garamendi (D-CA) – March 14, 2019	<i>Support (with condition of needing Napolitano's support on the bill as well)</i>
<a href="#">H.R. 2030</a> <a href="#">Colorado River Drought Contingency Plan Authorization Act</a>	This bill requires the Department of the Interior to carry out the Colorado River Drought Contingency Plan which was submitted to Congress on March 19, 2019, by Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming. Interior must execute the plan without delay and operate applicable Colorado River System reservoirs accordingly.	Introduced by Rep. Raul Grijalva (D-AZ) – April 2, 2019  Became Public Law No: 116-14 - April 16, 2019	
<a href="#">S. 1057</a> <a href="#">Colorado River Drought Contingency Plan Authorization Act</a>	This bill requires the Department of the Interior to carry out the Colorado River Drought Contingency Plan which was submitted to Congress on March 19, 2019, by Arizona, California, Colorado, Nevada, New Mexico, Utah, and Wyoming. Interior must execute the plan without delay and operate applicable Colorado River System reservoirs accordingly	Introduced by Sen. Martha McSally (R-AZ) – April 8, 2019  Passed the Senate on April 9, 2019. Introduced in the House	
<a href="#">S. 1087</a> <a href="#">Water Quality Certification Improvement Act of 2019</a>	To amend the Federal Water Pollution Control Act to make changes with respect to water quality certification, and for other purposes.	Introduced by Sen. John Barrasso (R-WY) – April 9, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 2215</a> <a href="#">San Gabriel Mountains Foothills and Rivers Protections Act</a>	<p>The legislation would designate over 30,000 acres of protected wilderness and 45.5 miles of protected rivers and expand the San Gabriel Mountains National Monument, establish a National Recreation Area along the foothills and the San Gabriel Corridor. The bill would expand the borders of the monument to include the western Angeles National Forest</p>	<p>Introduced by Rep. Judy Chu (D-CA) – April 10, 2019</p> <p>Placed on the Union Calendar – February 4, 2020</p>	
<a href="#">S. 1109</a> <a href="#">San Gabriel Mountains Foothills and Rivers Protection Act</a>	<p>To establish as a unit of the National Park System the San Gabriel National Recreation Area in the State of California, and for other purposes.</p>	<p>Introduced by Sen. Kamala Harris (D-CA) – April 10, 2019</p>	
<a href="#">H.R. 2205</a> <a href="#">Water Quality Certification Improvement Act of 2019</a>	<p>To amend the Federal Water Pollution Control Act to make changes with respect to water quality certification, and for other purposes.</p>	<p>Introduced by Rep. David McKinley (R-WV) – April 11, 2019</p>	
<a href="#">H.R. 2287</a> <a href="#">Federal Regulatory Certainty for Water Act</a>	<p>This bill nullifies the Clean Water Rule that was issued on May 27, 2015, by the Environmental Protection Agency and the U.S. Army Corps of Engineers. The rule describes the scope of the Clean Water Act.</p> <p>Under this bill, the Clean Water Act applies to waters of the United States that are (1) navigable-in-fact; or (2) permanent or continuously flowing bodies of water that form geographical features commonly known as streams, oceans, rivers, and lakes that are connected to waters that are navigable-in-fact.</p> <p>Under this bill, the Act does not apply to (1) waters that do not physically abut those waters of the United States through an actual and continuous surface water connection; (2) man-made or natural structures or channels through which water flows intermittently or ephemerally; or (3) wetlands (including playa lakes, prairie potholes, wet meadows, wet prairies, and vernal pools) that lack that continuous surface water connection.</p> <p>The aggregation of wetlands or waters may not be used to determine whether the wetlands or waters are navigable waters.</p>	<p>Introduced by Rep. Mac Thornberry (R-TX) – April 11, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 2313</a> <a href="#">Water Conservation Rebate Tax Parity Act</a>	<p>To amend the Internal Revenue Code of 1986 to expand the exclusion for certain conservation subsidies to include subsidies for water conservation or efficiency measures and storm water management measures.</p>	<p>Introduced by Rep. Jared Huffman (D-CA) – April 12, 2019</p>	
<a href="#">H. Res. 324</a> <a href="#">Recognizing the importance of the United States-Israel economic relationship and encouraging new areas of cooperation</a>	<p>(1) affirms that the United States-Israel economic partnership has achieved great tangible and intangible benefits to both countries and is a foundational component of the strong alliance;</p> <p>(2) recognizes that science and technology innovation present promising new frontiers for United States-Israel economic cooperation, particularly in light of widespread drought, cybersecurity attacks, and other major challenges impacting the United States;</p> <p>(3) encourages the President to regularize and expand existing forums of economic dialogue with Israel and foster both public and private sector participation; and</p> <p>(4) expresses support for the President to explore new agreements with Israel, including in the fields of energy, water, agriculture, medicine, neurotechnology, and cybersecurity.</p>	<p>Introduced by Rep. Ted Lieu (D-CA) – April 18, 2019</p>	
<a href="#">H.R. 2377</a> <a href="#">Protect Drinking Water from PFAS Act of 2019</a>	<p>To amend the Safe Drinking Water Act to require the Administrator of the Environmental Protection Agency to publish a maximum contaminant level goal and promulgate a national primary drinking water regulation for total per- and polyfluoroalkyl substances, and for other purposes.</p>	<p>Introduced by Rep. Brendan Boyle (D-PA) – April 29, 2019</p> <p>Forwarded by Subcommittee to Full Committee on Energy and Commerce by Voice Vote – September 26, 2019</p>	
<a href="#">S. 1251</a> <a href="#">Safe Drinking Water Assistance Act of 2019</a>	<p>A bill to improve and coordinate interagency Federal actions and provide assistance to States for responding to public health challenges posed by emerging contaminants, and for other purposes.</p>	<p>Introduced by Sen. Jeanne Shaheen (D-NH) – April 30, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 1245</a> <a href="#">All-of-the-Above Federal Building Energy Conservation Act of 2019</a>	A bill to improve energy performance in Federal buildings, including water usage.	Introduced by Sen. John Hoeven (R-ND) – April 30, 2019  Placed on Senate Legislative Calendar - September 25, 2019	
<a href="#">H.R. 2462</a> <a href="#">Flood Mapping Modernization and Homeowner Empowerment Pilot Program Act of 2019</a>	To establish a pilot program to enhance the mapping of urban flooding and associated property damage and the availability of such mapped data to homeowners, businesses, and localities to help understand and mitigate the risk of such flooding, and for other purposes.	Introduced by Rep. Mike Quigley (D-IL) – May 2, 2019	
<a href="#">S. 1276</a> <a href="#">Flood Mapping Modernization and Homeowner Empowerment Pilot Program Act of 2019</a>	To establish a pilot program to enhance the mapping of urban flooding and associated property damage and the availability of such mapped data to homeowners, businesses, and localities to help understand and mitigate the risk of such flooding, and for other purposes.	Introduced by Sen. Dick Durbin (D-IL) – May 2, 2019	
<a href="#">H.R. 2458</a> <a href="#">Water Infrastructure Sustainability and Efficiency Act</a>	To amend the Federal Water Pollution Control Act to require a certain percentage of funds appropriated for revolving fund capitalization grants be used for green projects, and for other purposes.	Introduced by Rep. Debbie Mucarsel-Powell (D-FL) – May 2, 2019	
<a href="#">H.R. 2473</a> <a href="#">Securing Access for the central Valley and Enhancing (SAVE) Water Resources Act</a>	To promote water supply reliability and improved water management for rural communities, the State of California, and the Nation, and for other purposes.	Introduced by Rep. Josh Harder (D-CA) – May 2, 2019  Order to be Reported (Amended) – March 11, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 2470</a> <a href="#">Clean Water Infrastructure Resilience and Sustainability Act</a>	<p>To direct the Administrator of the Environmental Protection Agency to establish a program to make grants to eligible entities to increase the resilience of publicly owned treatment works to natural disasters.</p>	<p>Introduced by Rep. Salud Carbajal (D-CA) – May 3, 2019</p>	
<a href="#">S. 1372</a> <a href="#">PFAS Accountability Act of 2019</a>	<p>To encourage Federal agencies to expeditiously enter into or amend cooperative agreements with States for removal and remedial actions to address PFAS contamination in drinking, surface, and ground water and land surface and subsurface strata, and for other purposes.</p>	<p>Introduced by Sen. Debbie Stabenow (D-MI) – May 8, 2019</p>	
<a href="#">H.R. 2570</a> <a href="#">PFAS User Fee Act of 2019</a>	<p>To ensure that polluters pay ongoing water treatment costs associated with contamination from perfluoroalkyl and polyfluoroalkyl substances, and for other purposes.</p>	<p>Introduced Rep. Harley Rouda (D-CA) – May 9, 2019</p> <p>Forwarded by Subcommittee to Full Committee on Energy and Commerce by voice vote – September 26, 2019.</p>	<p><i>Watching</i></p>
<a href="#">H.R. 2665</a> <a href="#">Smart Energy and Water Efficiency Act of 2019</a>	<p>To direct the Secretary of Energy to establish a smart energy and water efficiency program, and for other purposes.</p>	<p>Introduced Rep. Jerry McNerney (D-CA) – May 13, 2019</p> <p>Ordered to be Reported (Amended) by Voice Vote – July 17, 2019</p>	
<a href="#">H.R. 2705</a> <a href="#">Water Infrastructure Trust Fund Act of 2019</a>	<p>To establish a Water Infrastructure Trust Fund through the Treasury Department - 50% of the fund shall be available to the EPA for capitalization grants under §601 of the Federal Water Pollution Control Act and 50% of the fund shall be available to the EPA for capitalization grants under §1452 under the Safe Drinking Water Act.</p>	<p>Introduced by Rep. Earl Blumenauer (D-OR) – May 14, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 1473</a> <a href="#">Protect Drinking Water from PFAS Act of 2019</a>	To amend the Safe Drinking Water Act to require the Administrator of the Environmental Protection Agency to set maximum contaminant levels for certain chemicals, and for other purposes.	Introduced by Sen. Kirsten Gillibrand (D-NY) – May 15, 2019	
<a href="#">H.R. 2800</a> <a href="#">PFAS Monitoring Act of 2019</a>	To amend the Safe Drinking Water Act to require continued and expanded monitoring of perfluoroalkyl and polyfluoroalkyl substances in drinking water, and for other purposes.	Introduced by Rep. Elissa Slotkin (D-MI) – May 16, 2019	
<a href="#">S. 1507</a> <a href="#">PFAS Release Disclosure Act</a>	To include certain perfluoroalkyl and polyfluoroalkyl substances in the toxics release inventory, and for other purposes.	Introduced by Sen. Shelley Moore Capito (R-WV) – May 16, 2019  Passed the Senate Committee on Environment and Public Works and placed on the Senate Calendar for a full vote – June 19, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 2776</a> <a href="#">Stop Sewage</a> <a href="#">Overflow Act</a>	<p>To make certain municipalities eligible for grants under the Federal Water Pollution Control Act. Grant cost shares would be applicable as follows:</p> <ul style="list-style-type: none"> <li>• Not less than 55 percent for municipalities the affected residents of which pay, on average, 2.0 percent or less of their household income for sewer service.</li> <li>• Not less than 60 percent for municipalities the affected residents of which pay, on average, more than 2.0 percent, but not more than 2.5 percent, of their household income for sewer service.</li> <li>• Not less than 65 percent for municipalities the affected residents of which pay, on average, more than 2.5 percent, but not more than 3.0 percent, of their household income for sewer service.</li> <li>• Not less than 70 percent for municipalities the affected residents of which pay, on average, more than 3.0 percent, but not more than 3.5 percent, of their household income for sewer service.</li> <li>• Not less than 75 percent for municipalities the affected residents of which pay, on average, more than 3.5 percent of their household income for sewer service.</li> <li>•</li> </ul>	<p>Introduced by Rep. Lori Traham (D-MA) – May 16, 2019</p>	
<a href="#">H.R. 2871</a> <a href="#">Aquifer Recharge</a> <a href="#">Flexibility Act</a>	<p>To provide flexibility to allow greater aquifer recharge. Eligible land, with respect to a Reclamation project, means land that is authorized to receive water under State law and shares a groundwater source with land located in the service area of the Reclamation project.</p>	<p>Introduced by Rep. Russ Fulcher (R-ID) – May 21, 2019</p>	
<a href="#">S. 1604</a> <a href="#">Local Water</a> <a href="#">Protection Act</a>	<p>To amend the Federal Water Pollution Control Act to reauthorize certain programs relating to nonpoint source management – specifically authorization appropriations of \$7,500,000 per year for FY2020 through FY2024.</p>	<p>Introduced by Sen. Amy Klobuchar (D-MN) - May 22, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><a href="#">S. 1689</a></b>  <a href="#">A bill to permit States to transfer certain funds from the clean water revolving fund of a State to the drinking water revolving fund of the State in certain circumstances, and for other purposes.</a></p>	<p>To permit States to transfer certain funds from the clean water revolving fund of a State to the drinking water revolving fund of the State in certain circumstances, and for other purposes.</p>	<p>Introduced by Sen. Cory Booker (D-NJ) – May 23, 2019</p> <p>Became Public Law No: 116-63 – October 4, 2019</p>	<p><i>Watching</i></p>
<p><b><a href="#">S. Res. 213</a></b>  <a href="#">A resolution designating the week of May 19 through May 25, 2019 as “National Public Works Week.”</a></p>	<p>This resolution designates the week of May 19-May 25, 2019, as National Public Works Week.</p>	<p>Introduced by Sen. Jim Inhofe (R-OK) – May 23, 2019</p> <p>Passed the Senate – May 23, 2019</p>	
<p><b><a href="#">S. 1811</a></b>  <a href="#">A bill to make technical corrections to the America’s Water Infrastructure Act of 2018</a></p>	<p>To make technical corrections to the America’s Water Infrastructure Act of 2018. Corrections include:</p> <ul style="list-style-type: none"> <li>• Extending the Non-Federal Implementation Pilot Program from five to ten years; and</li> <li>• Amending the local government reservoir permit review to remove the limitation of those only owned and operated by the Secretary.</li> </ul>	<p>Introduced by Sen. John Barrasso (R-WY)</p> <p>Passed the Senate – July 10, 2019</p>	
<p><b><a href="#">S. 1857</a></b>  <a href="#">Federal Energy and Water Management Performance Act of 2019</a></p>	<p>To amend the National Energy Conservation Policy Act to improve Federal energy and water performance requirements for Federal buildings and establish a Federal Energy Management Program. The program is to exist from 2020-2030. One area addressed is to improve water use efficiency and management, including stormwater management, at facilities of the agency by reducing agency potable water consumption intensity (as measure in galls per gross square food) by 54% by FY2030, relative to the water consumption of the agency in FY2007 and through reductions of 2% each fiscal year.</p>	<p>Introduced by Sen. Lisa Murkowski (R-AK) – June 13, 2019</p> <p>Placed on Senate Legislative Calendar – September 25, 2019</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 3254</a> <a href="#">PIPE Act</a>	<p>To require the Administrator of the Environmental Protection Agency to establish a discretionary grant program for drinking water and wastewater infrastructure projects, and for other purposes. Priority of the grant program would be to help bring public water systems into compliance with the Safe Drinking Water Act or for publicly owned treatment works into compliance with the Federal Water Pollution Control Act. The federal cost share of projects under this program will not exceed 100%. The grants program is to be authorized for \$500,000,000 a year for fiscal years 2020 through 2029.</p>	<p>Introduced by Rep. Antonio Delgado (D-NY)</p>	
<a href="#">S. 1932</a> <a href="#">Drought Resiliency and Water Supply Infrastructure Act</a>	<p>To support water infrastructure in Reclamation states and for other purposes. The bill includes a 5-year, \$100 million reauthorization of the Bureau of Reclamation’s Title XVI Water Reclamation and Reuse competitive grant program, originally authorized in the 2016 Water Infrastructure Improvements for the Nation (WIIN) Act (Title XVI-WIIN). In addition to the key Title XVI-WIIN Competitive Grant Program, the legislation includes \$60 million for desalination, additional funding for surface and groundwater storage, and a new low-interest loan program for the financing of a range of water infrastructure projects.</p>	<p>Introduced by Sen. Cory Gardner (RCO) – June 20, 2019</p> <p>Subcommittee on Water and Power hearing – July 18, 2019</p>	
<a href="#">H.R. 3423</a> <a href="#">National Green Bank Act of 2019</a>	<p>To amend title 31, United States Code, to provide for the issuance of Green Bonds and to establish the United States Green Bank, and for other purposes.</p>	<p>Introduced by Rep. Jim Himes (D-CT) – June 21, 2019</p>	
<a href="#">H.R. 3521</a> <a href="#">Wastewater Infrastructure Workforce Investment Act</a>	<p>To amend the Federal Water Pollution Control Act with respect to wastewater infrastructure workforce development, and for other purposes. Amends the language from manpower to workforce. Gives the states the ability to reserve up to 1% of the sums allotted to the state under this section for the fiscal year to carry out workforce development, training, and retraining.</p>	<p>Introduced Rep. Greg Stanton (D-AZ) – June 26, 2019</p>	
<a href="#">H.R. 3510</a> <a href="#">Water Resources Research Amendments Act</a>	<p>To amend the Water Resources Research Act of 1984 to reauthorize grants for and require applied water supply research regarding the water resources research and technology institutes established under that Act.</p>	<p>Introduced by Rep. Josh Harder (D-CA) – June 26, 2019</p> <p>Subcommittee on Water, Oceans, and Wildlife hearing – July 25, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2044</a> <a href="#">Water Supply Infrastructure Rehabilitation and Utilization Act</a>	To amend the Omnibus Public Land Management Act of 2009 to establish an Aging Infrastructure Account, to amend the Reclamation Safety of Dams Act of 1978 to provide additional funds under that Act, to establish a review of flood control rule curves pilot project within the Bureau of Reclamation, and for other purposes.	Introduced by Sen. Martha McSally (R-AZ) – June 27, 2019  Placed on Senate Legislative Calendar – October 29, 2019	
<a href="#">S. 2013</a> <a href="#">A bill to protect the right of individuals to bear arms at water resources development projects</a>	To protect the right of individuals to bear arms at water resources development projects.	Introduced by Sen. Mike Crapo (R-ID) – June 27, 2019	<i>Watching</i>
<a href="#">H.R. 3616</a> <a href="#">Clean Water Standards for PFAS Act of 2019</a>	To require the Administrator of the Environmental Protection Agency to designate per- and polyfluoroalkyl substances as toxic pollutants under the Federal Water Pollution Control Act, and for other purposes.	Introduced by Rep. Chris Pappas (D-NH) – July 2, 2019	
<a href="#">S. 2056</a> <a href="#">Build America, Buy America Act</a>	To ensure that certain Federal infrastructure programs require the use of materials produced in the United States, and for other purposes.	Introduced by Sen. Sherrod Brown (D-OH) – July 8, 2019	
<a href="#">H.R. 3723</a> <a href="#">Desalination Development Act</a>	To promote desalination project development and drought resilience, and for other purposes.	Introduced by Rep. Mike Levin (D-CA) – July 11, 2019  Ordered to be Reported (Amended) – March 11, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 3779</a> <a href="#">Resilience</a> <a href="#">Revolving Loan</a> <a href="#">Fund Act of 2019</a>	<p>To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to allow the Administrator of the Federal Emergency Management Agency to provide capitalization grants to eligible entities to establish revolving funds to provide assistance to reduce disaster risks, and for other purposes.</p>	<p>Introduced by Rep. Angie Craig (D-MN) – July 16, 2019</p> <p>Ordered to be Reported (Amended) by Voice Vote – September 19, 2019</p>	
<a href="#">H.R. 3844</a> <a href="#">Farmer Fairness Act</a>	<p>To amend the Federal Water Pollution Control Act to require all persons exercising substantial operational control over a concentrated animal feeding operation to jointly obtain a permit for certain discharges, and for other purposes.</p>	<p>Introduced by Rep. Ro Khanna (D-CA) – July 18, 2019</p>	
<a href="#">S. 2187</a> <a href="#">National Flood Insurance Program</a> <a href="#">Reauthorization and Reform Act of 2019</a>	<p>To reauthorize the National Flood Insurance Program, and for other purposes.</p>	<p>Introduced by Sen. Robert Menendez (D-NJ) – July 18, 2019</p>	
<a href="#">S. 2164</a> <a href="#">Water Resources Research</a> <a href="#">Amendments Act</a>	<p>To amend the Water Resources Research Act of 1984 to reauthorize grants for and require applied water supply research regarding the water resources research and technology institutes established under that Act.</p>	<p>Introduced by Sen. Ben Cardin (D-MD) – July 18, 2019</p>	
<a href="#">S. 2239</a> <a href="#">A bill to codify an Executive order preparing the United States for the impacts of climate change, and for other purposes</a>	<p>To codify an Executive order preparing the United States for the impacts of climate change, and for other purposes.</p>	<p>Introduced by Sen. Amy Klobuchar (D-MN) – July 23, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u><b>H.R. 3944</b></u></a> <a href="#"><u>To amend the Water Resources Reform and Development Act of 2014 to modify the procedure for communicating certain emergency risks, and for other purposes.</u></a>	To amend the Water Resources Reform and Development Act of 2014 to modify the procedure for communicating certain emergency risks, and for other purposes.	Introduced by Rep. Kevin Hern (R-OK) – July 24, 2019	
<a href="#"><u><b>H.R. 3949</b></u></a> <a href="#"><u>Safe Drinking Water in Playgrounds and Parks Act</u></a>	To amend the Safe Drinking Water Act to provide for drinking water fountain replacement in playgrounds and parks, and for other purposes.	Introduced by Rep. Grace Meng (D-NY) – July 24, 2019	
<a href="#"><u><b>H.R. 4050</b></u></a> <a href="#"><u>ZERO WASTE Act</u></a>	To direct the Administrator of the Environmental Protection Agency to award grants for projects that are consistent with zero-waste practices, and for other purposes.	Introduced by Rep. Ilhan Omar (D-MN) – July 25, 2019	
<a href="#"><u><b>H.R. 4033</b></u></a> <a href="#"><u>Water Justice Act</u></a>	To provide supplemental appropriations for safe and secure water, and for other purposes.	Introduced by Rep. Daniel Kildee (D-MI) – July 25, 2019	
<a href="#"><u><b>H.R. 4006</b></u></a> <a href="#"><u>CLEANER Act of 2019</u></a>	To require regulation of wastes associated with the exploration, development, or production of crude oil, natural gas, or geothermal energy under the Solid Waste Disposal Act, and for other purposes.	Introduced by Rep. Matt Cartwright (D-PA) – July 26, 2019	
<a href="#"><u><b>H.R. 4007</b></u></a> <a href="#"><u>Focused Reduction of Effluence and Stormwater runoff through Hydrofracking Environmental Regulation Act of 2019</u></a>	To amend the Federal Water Pollution Control Act and direct the Secretary of the Interior to conduct a study with respect to stormwater runoff from oil and gas operations, and for other purposes.	Introduced by Rep. Matt Cartwright (D-PA) – July 26, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2325</a> <a href="#">Super Pollutants Act</a>	To establish a task force to review policies and measures to promote, and to develop best practices for, reduction of short-lived climate pollutants, and for other purposes.	Introduced by Sen. Murphy (D-CT) – July 30, 2019  Placed on Senate Legislative Calendar – November 7, 2019	
<a href="#">S. 2356</a> <a href="#">Define WOTUS Act of 2019</a>	To provide a definition of navigable waters, and for other purposes.	Introduced by Mike Braun (R-IN) – July 31, 2019	
<a href="#">S. 2353</a> <a href="#">Protecting Firefighters from Adverse Substances Act of 2019</a>	To direct the Administrator of the Federal Emergency Management Agency to develop guidance for firefighters and other emergency response personnel on best practices to protect them from exposure to PFAS and to limit and prevent the release of PFAS into the environment, and for other purposes.	Introduced by Sen. Gary Peters (D-MI) – July 31, 2019  Placed on Senate Legislative Calendar – February 3, 2020	
<a href="#">S. 2410</a> <a href="#">Flood Reduction, Wildlife Habitat, and Water Quality Improvement Act of 2019</a>	To amend the Federal Water Pollution Control Act to modify the requirements for permits for dredged or fill material, and for other purposes.	Introduced by Sen. Cindy Hyde-Smith (R-MS) – July 31, 2019	
<a href="#">S. 2404</a> <a href="#">Build Local, Hire Local Act</a>	To establish an expansive infrastructure program to create local jobs and raise the quality of life in every community, to launch middle class career pathways in infrastructure, and to invest in high-quality American jobs, and for other purposes.	Introduced by Sen. Kirsten Gillibrand (D-NY) – July 31, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 4143</u></a> <a href="#"><u>Super Pollutants Act of 2019</u></a>	To establish a task force to review policies and measures to promote, and to develop best practices for, reduction of short-lived climate pollutants, and for other purposes.	Introduced by Rep. Scott Peters (D-CA) – August 2, 2019	
<a href="#"><u>H.R. 4149</u></a> <a href="#"><u>REGION Act</u></a>	To prohibit the closure, consolidation, or elimination of offices of the Environmental Protection Agency.	Introduced by Rep. Debbie Dingell (D-MI) – August 2, 2019	
<a href="#"><u>H.R. 4205</u></a> <a href="#"><u>FLARE Act</u></a>	To require the Secretary of Agriculture to reimburse sponsors for certain costs of emergency water protection measures, and for other purposes.	Introduced by Rep. John Curtis (R-UT) – August 23, 2019	
<a href="#"><u>H.R. 4266</u></a> <a href="#"><u>Clean Water Through Green Infrastructure Act</u></a>	To establish centers of excellence for innovative stormwater control infrastructure, and for other purposes.	Introduced by Rep. Denny Heck (D-WA) – September 10, 2019	
<a href="#"><u>S. 2456</u></a> <a href="#"><u>Clean Water Through Green Infrastructure Act</u></a>	To establish centers of excellence for innovative stormwater control infrastructure, and for other purposes.	Introduced by Sen. Tom Udall (R-NM) – September 10, 2019	
<a href="#"><u>S. 2466</u></a> <a href="#"><u>Water Justice Act</u></a>	To provide supplemental appropriations for safe and secure water, and for other purposes.	Introduced by Sen. Kamala Harris (D-CA) – September 11, 2019	
<a href="#"><u>S. 2470</u></a> <a href="#"><u>Energy and Water Development and Related Agencies Appropriations Act, 2020</u></a>	Making appropriations for energy and water development and related agencies for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Sen. Lamar Alexander (R-TN) – September 12, 2019  Placed on Senate Legislative Calendar – September 12, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 4321</u></a> <a href="#"><u>GET THE LEAD OUT Act of 2019</u></a>	<p>To eliminate lead-based pipe and tap hazards in housing, and for other purposes.</p>	<p>Introduced by Rep. Tim Ryan (D-OH) – September 12, 2019</p>	
<a href="#"><u>H.R. 4341</u></a> <a href="#"><u>Critically Endangered Animals Conservation Act of 2019</u></a>	<p>To assist in the conservation of critically endangered species in foreign countries, and for other purposes.</p>	<p>Introduced by Rep. Jarred Huffman (D-CA) – September 12, 2019</p> <p>Subcommittee on Water, Oceans, and Wildlife hearing - September 24, 2019</p>	
<a href="#"><u>H.R. 4347</u></a> <a href="#"><u>PREPARE Act of 2019</u></a>	<p>To enhance the Federal Government’s planning and preparation for extreme weather and the Federal Government’s dissemination of best practices to respond to extreme weather, thereby increasing resilience, improving regional coordination, and mitigating the financial risk to the Federal Government from such extreme weather, and for other purposes.</p>	<p>Introduced by Rep. Matt Cartwright (D-PA) – September 17, 2019</p> <p>Ordered to be Reported by voice vote – September 19, 2019</p>	
<a href="#"><u>S. 2491</u></a> <a href="#"><u>Protect America's Wildlife and Fish in Need of Conservation Act of 2019</u></a>	<p>To terminate certain rules issued by the Secretary of the Interior and the Secretary of Commerce relating to endangered and threatened species, and for other purposes.</p>	<p>Introduced by Sen. Tom Udall (D-NM) – September 17, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2522</a> <a href="#">Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2020</a>	Making appropriations for Agriculture, Rural Development, Food and Drug Administration, and Related Agencies for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Rep. John Hoeven (R-ND) – September 19, 2019  Placed on Senate Legislative Calendar – September 19, 2019	
<a href="#">H.R. 4348</a> <a href="#">PAW and FIN Conservation Act of 2019</a>	To terminate certain rules issued by the Secretary of the Interior and the Secretary of Commerce relating to endangered and threatened species, and for other purposes.	Introduced by Rep. Raul Grijalva (D-AZ) – September 24, 2019  Natural Resources Subcommittee on Water, Oceans, and Wildlife – September 24, 2019	
<a href="#">S.Res. 324</a> <a href="#">A resolution designating September 29, 2019, as "National Urban Wildlife Refuge Day"</a>	Designating September 29, 2019, as “National Urban Wildlife Refuge Day”.	Introduced by Sen. Cory Gardner (R-CO) – September 24, 2019  Resolution agreed to in Senate without amendment and with a preamble by Unanimous Consent – October 16, 2019	
<a href="#">H.R. 4483</a> <a href="#">Localizing Authority of Management Plans Act of 2019</a>	To amend the Endangered Species Act of 1973 to increase State and local involvement in management plans.	Introduced by Rep. Don Young (R-AK) – September 24, 2019	



LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2580</a> <a href="#">Department of the Interior, Environment, and Related Agencies Appropriations Act, 2020</a>	Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Sen. Lisa Murkowski (R-AK) – September 26, 2019  Placed on Senate Legislative Calendar – September 26, 2019	
<a href="#">H.R. 4512</a> <a href="#">Outdoors for All Act</a>	To provide grants for projects to acquire land and water for parks and other outdoor recreation purposes and to develop new or renovate existing outdoor recreation facilities.	Introduced by Rep. Nanette Diaz Barragan (D-CA) – September 26, 2019  Subcommittee on Natural Parks, Forests, and Public Lands hearing – February 27, 2020	
<a href="#">H.R. 4416</a> <a href="#">Lead-Free Future Act of 2019</a>	To authorize the Secretary of Housing and Urban Development to award grants to eligible entities to evaluate and reduce lead-based paint hazards, lead in drinking water hazards, and lead in soil hazards in pre-1978 residential real properties.	Introduced by Rep. Jared Golden (D-ME) – October 2, 2019	
<a href="#">H.R. 4659</a> <a href="#">Water Supply Infrastructure Rehabilitation and Utilization Act</a>	To amend the Omnibus Public Land Management Act of 2009 to establish an Aging Infrastructure Account, to amend the Reclamation Safety of Dams Act of 1978 to provide additional funds under that Act, to establish a review of flood control rule curves pilot project within the Bureau of Reclamation, and for other purposes.	Introduced by Rep. Newhouse (R-WA) – October 11, 2019	
<a href="#">S. 2596</a> <a href="#">Voluntary Water Partnership for Distressed Communities Act of 2019</a>	To amend the Safe Drinking Water Act to authorize certain community water systems to enter into partnerships to improve the water systems, and for other purposes.	Introduced by Sen. Tammy Duckworth (D-IL) – October 15, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.Res. 628</u></a> <a href="#"><u>Expressing support for the designation of the week beginning on October 13, 2019, as National Wildlife Refuge Week</u></a>	Expressing support for the designation of the week beginning on October 13, 2019, as National Wildlife Refuge Week.	Introduced by Rep. Mike Thompson (D-CA) – October 15, 2019	
<a href="#"><u>S.Res. 362</u></a> <a href="#"><u>A resolution designating the week beginning on October 13, 2019, as "National Wildlife Refuge Week"</u></a>	Designating the week beginning on October 13, 2019, as “National Wildlife Refuge Week”.	Introduced by Sen. Chris Coons (D-DE) – October 17, 2019  Resolution agreed to in Senate without amendment and with a preamble by Unanimous Consent – October 24, 2019	
<a href="#"><u>S. 2636</u></a> <a href="#"><u>Clean Water Infrastructure Resilience and Sustainability Act</u></a>	To amend the Federal Water Pollution Control Act to establish a program to make grants to eligible entities to increase the resilience of publicly owned treatment works to natural hazards, and for other purposes.	Introduced by Sen. Benjamin Cardin (D-MD) – October 17, 2019	
<a href="#"><u>H.R. 4723</u></a> <a href="#"><u>Fish Act of 2019</u></a>	To require the identification of salmon conservation areas, and for other purposes.	Introduced by Rep. Jared Huffman (D-CA) – October 17, 2019  Subcommittee on Water, Oceans, and Wildlife hearing – January 14, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R. 4732</u></a>  <a href="#"><u>To establish a Global Climate Change Resilience Strategy, to authorize the admission of climate-displaced persons, and for other purposes</u></a></p>	<p>To establish a Global Climate Change Resilience Strategy, to authorize the admission of climate-displaced persons, and for other purposes.</p>	<p>Introduced by Rep. Nydia Velasquez (D-NY) – October 17, 2019</p>	
<p><a href="#"><u>S.Res. 372</u></a>  <a href="#"><u>A resolution expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030</u></a></p>	<p>Expressing the sense of the Senate that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.</p>	<p>Introduced by Sen. Tom Udall (D-NM) – October 22, 2019</p>	
<p><a href="#"><u>H.R. 4780</u></a>  <a href="#"><u>National Infrastructure Investment Corporation Act of 2019</u></a></p>	<p>To establish a Government corporation to provide loans and loan guarantees for infrastructure projects, and for other purposes.</p>	<p>Introduced by Rep. Salud Carbajal (D-CA) – October 22, 2019</p>	
<p><a href="#"><u>S. 2674</u></a>  <a href="#"><u>Assuring Quality Water Infrastructure Act</u></a></p>	<p>To amend the Safe Drinking Water Act to establish a grant program for improving infrastructure asset management by small public water systems, and for other purposes.</p>	<p>Introduced by Sen. Shelley Capito (R-WV) – October 23, 2019</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2687</a> <a href="#">Low-Income Water Customer Assistance Programs Act of 2019</a>	To amend the Safe Drinking Water Act and the Federal Water Pollution Control Act to establish pilot programs to assist low-income households in maintaining access to sanitation services and drinking water, and for other purposes.	Introduced by Sen. Benjamin Cardin (D-MD) – October 23, 2019	
<a href="#">H.R. 4832</a> <a href="#">Low-Income Water Customer Assistance Programs Act of 2019</a>	To amend the Safe Drinking Water Act and the Federal Water Pollution Control Act to establish pilot programs to assist low-income households in maintaining access to sanitation services and drinking water, and for other purposes.	Introduced by Rep. Marcia Judge (D-OH) – October 23, 2019	
<a href="#">H.R. 4891</a> <a href="#">Western Water Security Act of 2019</a>	To provide for the conduct of certain water security measures in the Western United States, and for other purposes.	Introduced by Rep. Xochitl Torres Small (D-NM) – October 28, 2019  Ordered to be Reported (Amended) – March 11, 2020	
<a href="#">S. 2767</a> <a href="#">A bill to amend the Federal Water Pollution Control Act to establish a pilot competitive grant program for improving the sharing of water quality data, and for other purposes</a>	To amend the Federal Water Pollution Control Act to establish a pilot competitive grant program for improving the sharing of water quality data, and for other purposes.	Introduced by Sen. Doug Jones (D-AL) – October 31, 2019	
<a href="#">S. 2783</a> <a href="#">Responsibly Enhancing America's Landscapes Act</a>	To amend title 54, United States Code, to establish, fund, and provide for the use of amounts in a National Park Service Legacy Restoration Fund to address the maintenance backlog of the National Park Service, and for other purposes.	Introduced by Sen. Michael Enzi (R-WY) – November 5, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 2799</a> <a href="#">Nexus of Energy and Water for Sustainability Act of 2019</a>	To require the Secretary of Energy and the Secretary of the Interior to establish a joint Nexus of Energy and Water Sustainability Office, and for other purposes.	Introduced by Sen. Lisa Murkowski (R-AK) –November 6, 2019  Sen. Murkowski from Committee on Energy and Natural Resources filed written report – January 7, 2020	
<a href="#">S. 2792</a> <a href="#">Penny Plan to Enhance Infrastructure Act of 2019</a>	To amend the Balanced Budget and Emergency Deficit Control Act of 1985 to establish a discretionary spending limit for infrastructure spending.	Introduced by Sen. Rand Paul (R-KY) – November 6, 2019	
<a href="#">S. 2862</a> <a href="#">Drought Relief through Innovative Projects Act of 2019</a>	To direct the Secretary of Agriculture to establish a grant program to remove nonnative plant species that contribute to drought conditions, and for other purposes.	Introduced by Sen. Krysten Sinema (D-AZ)-November 14, 2019	
<a href="#">H.R. 5095</a> <a href="#">Endangered Species Accountability Reform Act</a>	To require the Secretary of the Interior to delist certain endangered species and threatened species.	Introduced by Rep.Rep. Blaine Luetkemeyer (R-MO) – November 14, 2019	
<a href="#">H.R. 5120</a> <a href="#">SAFER Pipelines Act of 2019</a>	To amend title 49, United States Code, to provide enhanced safety and environmental protection in pipeline transportation, and for other purposes.	Introduced by Rep. Peter DeFazio (D-OR) – November 20, 2019  Ordered to be Reported (Amended) – November 20, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 5176</u></a> <a href="#"><u>Climate Resiliency Service Corps Act of 2019</u></a>	To amend the National and Community Service Act of 1990 to establish a climate resiliency service corps to help communities withstand and respond to changes in the Earth’s climate with respect to natural disasters, and for other purposes.	Introduced by Rep. Judy Chu (D-CA) – November 19, 2019	
<a href="#"><u>H.R. 5193</u></a> <a href="#"><u>Buy America for Drinking Water Extension Act of 2019</u></a>	To amend the Safe Drinking Water Act to extend and expand the provision requiring the use of iron and steel products that are produced in the United States in projects funded through a State drinking water treatment revolving loan fund.	Introduced by Rep. Cheri Bustos (D-IL) – November 20, 2019	
<a href="#"><u>H.R. 5217</u></a> <a href="#"><u>WOW Act</u></a>	To provide for western water security, reliability, modernization, and abundance, and for other purposes.	Introduced by Rep. Tom McClintock (R-CA) – November 21, 2019	
<a href="#"><u>H.R. 5288</u></a> <a href="#"><u>Upper Mississippi River Flood Control Act</u></a>	To amend the Water Resources Development Act of 1999 to direct the Secretary of the Army to develop a plan to address water resource problems in the Upper Mississippi River Basin, and for other purposes.	Introduced by Rep. Blaine Luetkemeyer (R-MO) – December 3, 2019	
<a href="#"><u>S. 2978</u></a> <a href="#"><u>Energy and Water Research Integration Act of 2019</u></a>	To ensure consideration of water intensity in the Department of Energy’s energy research, development, and demonstration programs to help guarantee efficient, reliable, and sustainable delivery of energy and clean water resources.	Introduced by Sen. Catherine Cortez Masto (D-NV) – December 4, 2019	
<a href="#"><u>S. 2980</u></a> <a href="#"><u>Clean Water Standards for PFAS Act of 2019</u></a>	To require the promulgation of certain standards for perfluoroalkyl and polyfluoroalkyl substances under the Federal Water Pollution Control Act, and for other purposes.	Introduced by Sen. Kirsten Gillibrand (D-NY) – December 4, 2019	
<a href="#"><u>H.R. 5302</u></a> <a href="#"><u>Western Water Recycling and Drought Relief Act</u></a>	To amend the Reclamation Wastewater and Groundwater Study and Facilities Act to authorize certain recycled water projects, and for other purposes.	Introduced by Rep. Jerry McNerney (D-CA) – December 4, 2019	
<a href="#"><u>H.R. 5303</u></a> <a href="#"><u>California Central Coast Conservation Act</u></a>	To establish a moratorium on oil and gas leasing on public land on the Central Coast of California.	Introduced by Rep. Jimmy Panetta (D-CA) – December 4, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 5316</a> <a href="#">Move Water Now Act</a>	To provide for the restoration of the original carrying capacity of canals impacted by land subsidence, and for other purposes.	Introduced by Rep. TJ Cox (D-CA) – December 5, 2019  Ordered to be Reported – February 12, 2020	
<a href="#">H.R. 5347</a> <a href="#">Disadvantaged Community Drinking Water Assistance Act</a>	To require the Secretary of the Interior to establish a grant program to close gaps in access to safe drinking water in disadvantaged communities, and for other purposes.	Introduced by Rep. TJ Cox (D-CA) – December 6, 2019  Ordered to be Reported (Amended) – February 12, 2020	
<a href="#">H.R. 5361</a> <a href="#">Safe Drinking Water Assistance Act of 2019</a>	To improve and coordinate interagency Federal actions and provide assistance to States for responding to public health challenges posed by emerging contaminants, and for other purposes.	Introduced by Rep. Lisa Blunt Rochester (D-DE) – December 9, 2019	
<a href="#">S. 3044</a> <a href="#">Western Tribal Water Infrastructure Act of 2019</a>	To amend the America's Water Infrastructure Act of 2018 to expand the Indian reservation drinking water program, and for other purposes.	Introduced by Sen. Ron Wyden (D-OR) – December 12, 2019	
<a href="#">S. 3046</a> <a href="#">Wastewater Efficiency and Treatment Act of 2019</a>	To amend the Energy Policy Act of 2005 to establish a program to provide grants and loan guarantees to improve the energy efficiency of publicly owned wastewater treatment facilities, and for other purposes.	Introduced by Sen. Jeff Merkley (D-OR) – December 12, 2019	
<a href="#">S. 3051</a> <a href="#">America's Conservation Enhancement Act</a>	To improve protections for wildlife, and for other purposes.	Introduced by John Barrasso (R-WY) – December 12, 2019	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 5430</u></a> <a href="#"><u>United States-Mexico-Canada Agreement Implementation Act</u></a>	To implement the Agreement between the United States of America, the United Mexican States, and Canada attached as an Annex to the Protocol Replacing the North American Free Trade Agreement.	Introduced by Rep. Steny Hoyer (D-MD) December 13, 2019  Became Public Law No: 116-113 – January 29, 2020	
<a href="#"><u>S. 3052</u></a> <a href="#"><u>United States-Mexico-Canada Agreement Implementation Act</u></a>	To implement the Agreement between the United States of America, the United Mexican States, and Canada attached as an Annex to the Protocol Replacing the North American Free Trade Agreement.	Introduced by Sen. Chuck Grassley (R-IA) – December 16, 2019	
<a href="#"><u>H.R. 5435</u></a> <a href="#"><u>American Public Lands and Waters Climate Solution Act of 2019</u></a>	To require the Secretary of the Interior and the Chief of the United States Forest Service to meet certain targets for the reduction of the emission of greenhouse gases, and for other purposes.	Introduced by Rep. Raul Grijalva (D-AZ) – December 16, 2019  Committee on Natural Resources hearing – February 26, 2020	
<a href="#"><u>H.R. 5445</u></a> <a href="#"><u>Critical Infrastructure Act of 2019</u></a>	To amend the Endangered Species Act of 1973 to encourage the construction of critical infrastructure, and for other purposes.	Introduced by Rep. Chris Stewart (R-UT) – December 17, 2019	
<a href="#"><u>S. 3082</u></a> <a href="#"><u>LEVEE Act</u></a>	To establish a program to establish permanent features for flood control in areas in which temporary features have been constructed, and for other purposes.	Introduced by Sen. Kirsten Gillibrand (D-NY) – December 18, 2019	
<a href="#"><u>H.R.5513</u></a> <a href="#"><u>Affordable Safe Drinking Water Act of 2019</u></a>	To amend the Federal Water Pollution Control Act and the Safe Drinking Water Act to modify the payment periods of loans from State revolving funds under those Acts, and for other purposes.	Introduced by Rep. Joseph Kennedy (D-MA) – December 20, 2019	



LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 5504</u></a> <a href="#"><u>To amend the National Dam Safety Program Act with respect to the definition of eligible high hazard potential dam, and for other purposes</u></a>	To amend the National Dam Safety Program Act with respect to the definition of eligible high hazard potential dam, and for other purposes.	Introduced by Rep. Julia Brownley (D-CA) – December 19, 2019	
<a href="#"><u>H.R.5539</u></a> <a href="#"><u>Clean Water Standards for PFAS Act of 2020</u></a>	To require the Administrator of the Environmental Protection Agency to review and develop effluent standards, pretreatment standards, and water quality criteria for PFAS under the Federal Water Pollution Control Act, to provide Federal grants to publicly owned treatment works to implement standards, and for other purposes.	Introduced by Rep. Chris Pappas (D-NH) – January 3, 2020	
<a href="#"><u>H.R. 5540</u></a> <a href="#"><u>PFAS Transparency Act</u></a>	To require, pursuant to the Federal Water Pollution Control Act, disclosure of the introduction of perfluoroalkyl or polyfluoroalkyl substances into treatment works, and for other purposes.	Introduced by Rep. Antonio Delgado (D-NY) – January 3, 2020	
<a href="#"><u>S. 3160</u></a> <a href="#"><u>Affordable Safe Drinking Water Act of 2020</u></a>	To amend the Federal Water Pollution Control Act and the Safe Drinking Water Act to modify the payment periods of loans from State revolving funds under those Acts, and for other purposes.	Introduced by Sen. Elizabeth Warren (D-MA) – January 8, 2020	
<a href="#"><u>S. 3171</u></a> <a href="#"><u>Protect and Restore America's Estuaries Act</u></a>	To amend the Federal Water Pollution Control Act to reauthorize the National Estuary Program, and for other purposes.	Introduced by Se. Whitehouse (D-RI) – January 9, 2020	
<a href="#"><u>S. 3176</u></a> <a href="#"><u>United States-Israel Security Assistance Authorization Act of 2020</u></a>	To amend the Foreign Assistance Act of 1961 and the United States-Israel Strategic Partnership Act of 2014 to make improvements to certain defense and security assistance provisions and to authorize the appropriations of funds to Israel, and for other purposes.	Introduced by Sen. Marco Rubio (R-FL) – January 9, 2020	
<a href="#"><u>H.R. 5579</u></a> <a href="#"><u>LIST Act of 2020</u></a>	To amend the Endangered Species Act of 1973 to provide for improved precision in the listing, delisting, and downlisting of endangered species and potentially endangered species.	Introduced by Rep. Greg Gianforte (R-MT) – January 10, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R. 5580</u></a> <a href="#"><u>Bring ESA Into the 21st Century Act</u></a>	To codify certain rules issued by the Secretary of the Interior and the Secretary of Commerce relating to endangered species and threatened species, and for other purposes.	Introduced by Rep. Paul Gosar (R-AZ) – January 10, 2020	
<a href="#"><u>H.R. 5588</u></a> <a href="#"><u>WHOLE Act of 2020</u></a>	To amend the Endangered Species Act of 1973 to provide for consideration of the totality of conservation measures in determining the impact of proposed Federal agency action.	Introduced by Rep. Dan Newhouse (R-WA) – January 13, 2020	
<a href="#"><u>H.R. 5585</u></a> <a href="#"><u>Listing Reform Act</u></a>	To amend the Endangered Species Act of 1973 to require review of the economic cost of adding a species to the list of endangered species or threatened species, and for other purposes.	Introduced by Rep. Pete Olson (R-TX) – January 13, 2020	
<a href="#"><u>H.R. 5591</u></a> <a href="#"><u>Critical Habitat Improvement Act</u></a>	To amend the Endangered Species Act of 1973 to add requirements to the designation of areas as critical habitats, and for other purposes.	Introduced by Rep. Mike Johnson (R-LA) – January 13, 2020	
<a href="#"><u>H.R. 5594</u></a> <a href="#"><u>EMPOWERS Act of 2020</u></a>	To provide for greater county and State consultation with regard to petitions under the Endangered Species Act of 1973, and for other purposes.	Introduced by Rep. Jason Smith (R-MO) – January 13, 2020	
<a href="#"><u>H.R. 5595</u></a> <a href="#"><u>Israel Anti-Boycott Act</u></a>	To impose additional prohibitions relating to foreign boycotts under Export Control Reform Act of 2018, and for other purposes.	Introduced by Rep. Lee Zeldin (R-NY) – January 13, 2020	
<a href="#"><u>H.R. 5601</u></a> <a href="#"><u>Property Rights Protection Act of 2020</u></a>	To protect private property rights, and for other purposes.	Introduced by Rep. Ralph Norman (R-SC) – January 14, 2020	
<a href="#"><u>H.R. 5598</u></a> <a href="#"><u>Boundary Waters Wilderness Protection and Pollution Prevention Act</u></a>	To provide for the protection of the Boundary Waters Canoe Area Wilderness and interconnected Federal lands and waters, including Voyageurs National Park, within the Rainy River Watershed in the State of Minnesota, and for other purposes.	Introduced by Rep. Betty McCollum (D-MN) – January 14, 2020  Subcommittee on Energy and Mineral Resources hearing – February 5, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.Res. 797</u></a> <a href="#"><u>Encouraging the Environmental Protection Agency to maintain and strengthen requirements under the Clean Water Act and reverse ongoing administrative actions to weaken this landmark law and protections for United States waters</u></a>	<p>Encouraging the Environmental Protection Agency to maintain and strengthen requirements under the Clean Water Act and reverse ongoing administrative actions to weaken this landmark law and protections for United States waters.</p>	<p>Introduced by Rep. Debbie Dingell (D-MI) – January 14, 2020</p>	
<a href="#"><u>H.R. 5606</u></a> <a href="#"><u>Desert National Wildlife Refuge and Nevada Test and Training Range Withdrawal and Management Act</u></a>	<p>To extend the withdrawal and reservation of certain public land in the State of Nevada for the continued use of the Nevada test and training range, to designate certain land in the Desert National Wildlife Refuge as wilderness, and for other purposes.</p>	<p>Introduced by Rep. Steven Horsford (D-NV) – January 15, 2020</p>	
<a href="#"><u>H.R. 5615</u></a> <a href="#"><u>TREES Act</u></a>	<p>To establish a grant program to assist retail power providers with the establishment and operation of energy conservation programs using targeted residential tree-planting programs, and for other purposes.</p>	<p>Introduced by Rep. Doris Matsui (D-CA)–January 15, 2020</p>	
<a href="#"><u>S. 3208</u></a> <a href="#"><u>Regulatory Accountability Act</u></a>	<p>To improve agency rulemaking, and for other purposes.</p>	<p>Introduced by Sen. Rob Portman (R-OH) – January 16, 2020</p>	
<a href="#"><u>H.R. 5638</u></a> <a href="#"><u>American Sovereignty and Species Protection Act</u></a>	<p>To amend the Endangered Species Act to prevent a species that is not native to the United States from being listed as an endangered species or a threatened species, to prohibit certain types of financial assistance, and for other purposes.</p>	<p>Introduced by Rep. Andy Biggs (R-AZ) - January 16, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S. 3211</a> <a href="#">Clean Water Allotment Modernization Act</a>	To amend the Federal Water Pollution Control Act to modify certain allotments under that Act, and for other purposes.	Introduced by Sen. Marco Rubio (R-FL) – January 16, 2020	
<a href="#">H.R. 5628</a> <a href="#">Clean Water Allotment Modernization Act</a>	To amend the Federal Water Pollution Control Act to modify certain allotments under that Act, and for other purposes.	Introduced by Rep. Michael Waltz (R-FL) – January 17, 2020	
<a href="#">H.R. 5636</a> <a href="#">Transparency in Energy Production Act of 2020</a>	To provide for the accurate reporting of fossil fuel extraction and emissions by entities with leases on public land, and for other purposes.	Introduced by Rep. Alan Lowenthal (D-CA) – January 16, 2020  Subcommittee on Energy and Mineral Resources hearing – January 28, 2020	
<a href="#">H.R.5650</a> <a href="#">Federal Energy and Water Management Performance Act of 2020</a>	To amend the National Energy Conservation Policy Act to improve Federal energy and water performance requirements for Federal buildings and establish a Federal Energy Management Program.	Introduced by Rep. Peter Welch (D-VT) – January 16, 2020	
<a href="#">H.R.5653</a> <a href="#">Green Federal Fleet Act</a>	To prohibit Federal agencies from purchasing or leasing new vehicles that are not zero-emission vehicles, and for other purposes.	Introduced by Rep. Julia Brownley (D-CA) – January 17, 2020	
<a href="#">S. 3221</a> <a href="#">Farm System Reform Act of 2019</a>	To place a moratorium on large concentrated animal feeding operations, to strengthen the Packers and Stockyards Act, 1921, to require country of origin labeling on beef, pork, and dairy products, and for other purposes.	Introduced by Sen. Cory Booker (D-NJ) – January 21, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H. Res. 835</u></a> <a href="#"><u>Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030</u></a>	<p>Expressing the sense of the House of Representatives that the Federal Government should establish a national goal of conserving at least 30 percent of the land and ocean of the United States by 2030.</p>	<p>Introduced by Rep. Debra Haaland (D-NM) – February 6, 2020</p>	
<a href="#"><u>H.R. 5832</u></a> <a href="#"><u>SHORE Act</u></a>	<p>To direct the Secretary of the Army and the Director of the Office of Management and Budget to issue regulations and submit a report to Congress on cost-benefit ratios, and for other purposes.</p>	<p>Introduced by Rep. John Katko (R-NY) – February 10, 2020</p>	
<a href="#"><u>S. 3274</u></a> <a href="#"><u>Decentralized Wastewater Grant Act of 2020</u></a>	<p>To amend the Federal Water Pollution Control Act to establish a decentralized wastewater grant program, and for other purposes.</p>	<p>Introduced by Sen. Cory Booker (D-NJ) – February 11, 2020</p>	
<a href="#"><u>H.Con.Res. 89</u></a> <a href="#"><u>Encouraging the Trump Administration to maintain protections under the National Environmental Policy Act and reverse ongoing administrative actions to weaken this landmark law and its protections for American communities</u></a>	<p>Encouraging the Trump Administration to maintain protections under the National Environmental Policy Act and reverse ongoing administrative actions to weaken this landmark law and its protections for American communities.</p>	<p>Introduced by Rep. Debbie Dingell (D-MI) – February 11, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>S.3288</u></a> <a href="#"><u>PUBLIC Lands Act</u></a>	To provide for the protection of and investment in certain Federal land in the State of California, and for other purposes.	Introduced by Sen. Kamala Harris (D-CA) – February 12, 2020	
<a href="#"><u>H.R. 5856</u></a> <a href="#"><u>Decentralized Wastewater Grant Act of 2020</u></a>	To amend the Federal Water Pollution Control Act to establish a decentralized wastewater grant program, and for other purposes.	Introduced by Rep. Terri Sewell (D-AL) – February 11, 2020	
<a href="#"><u>H.R. 5868</u></a> <a href="#"><u>RELIEF ACT</u></a>	To amend the Act of August 18, 1941 (commonly known as the Flood Control Act of 1941), to allow a non-Federal sponsor to carry out certain work, to provide for reimbursement of costs to complete such work, and for other purposes.	Introduced by Rep. Jeff Fortenberry (R-NE) – February 13, 2020	
<a href="#"><u>H.R. 5902</u></a> <a href="#"><u>Plastics Act of 2020</u></a>	To establish a microplastics pilot program, and for other purposes.	Introduced by Rep. Brian Mast (R-FL) – February 14, 2020	
<a href="#"><u>H.R.5986</u></a> <a href="#"><u>Environmental Justice For All Act</u></a>	To restore, reaffirm, and reconcile environmental justice and civil rights, provide for the establishment of the Interagency Working Group on Environmental Justice Compliance and Enforcement, and for other purposes.	Introduced by Rep. Raul Grijalva (D-AZ) – February 27, 2020	
<a href="#"><u>H.R.6000</u></a> <a href="#"><u>To reauthorize a pilot program to evaluate the effectiveness of certain water-related feasibility studies carried out by non-Federal interests.</u></a>	To reauthorize a pilot program to evaluate the effectiveness of certain water-related feasibility studies carried out by non-Federal interests.	Introduced by Rep. Mike Johnson (R-LA) – February 27, 2020	
<a href="#"><u>H.R.6112</u></a> <a href="#"><u>Oil and Water Don't Mix Act of 2020</u></a>	To require operators of oil and gas production facilities to take certain measures to protect drinking water, and for other purposes.	Introduced by Rep. Jared Huffman (D-CA) – March 5, 2020	
<a href="#"><u>H.R.6113</u></a> <a href="#"><u>ARPA-H2O Act of 2020</u></a>	To establish an Advanced Research Projects Agency–Water, and for other purposes.	Introduced by Rep. John Katko (R-NY) – March 5, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">S.3418</a> <a href="#">STORM Act</a>	<p>To amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act to allow the Administrator of the Federal Emergency Management Agency to provide capitalization grants to States to establish revolving funds to provide hazard mitigation assistance to reduce risks from disasters and natural hazards, and other related environmental harm.</p>	<p>Introduced by Sen. Gary Peters (D-MI) – March 9, 2020</p>	
<a href="#">S.Res.537</a> <a href="#">A resolution encouraging the Trump Administration to maintain protections under the National Environmental Policy Act and reverse ongoing administrative actions to weaken this landmark law and its protections for American communities</a>	<p>Encouraging the Trump Administration to maintain protections under the National Environmental Policy Act and reverse ongoing administrative actions to weaken this landmark law and its protections for American communities.</p>	<p>Introduced by Sen. Thomas Carter (D-DE) – March 10, 2020</p>	
<a href="#">H.R.6185</a> <a href="#">Save Our Springs Act of 2020</a>	<p>To amend the Internal Revenue Code of 1986 to impose an excise tax on the extraction of certain water for bottling, and for other purposes.</p>	<p>Introduced by Rep. Debbie Wasserman Schultz (D-FL) – March 10, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R.6169</u></a> <a href="#"><u>To require the Secretary of the Interior, the Secretary of Agriculture, and the Assistant Secretary of the Army for Civil Works to digitize and make publicly available geographic information system mapping data relating to public access to Federal land and waters for outdoor recreation, and for other purposes</u></a>	<p>To require the Secretary of the Interior, the Secretary of Agriculture, and the Assistant Secretary of the Army for Civil Works to digitize and make publicly available geographic information system mapping data relating to public access to Federal land and waters for outdoor recreation, and for other purposes.</p>	<p>Introduced by Rep. Russ Fulcher (D-ID) – March 10, 2020</p>	
<a href="#"><u>S.3480</u></a> <a href="#"><u>PFAS Testing and Treatment Act of 2020</u></a>	<p>To amend the Safe Drinking Water Act and the Federal Water Pollution Control Act to authorize additional assistance to address pollution from perfluoroalkyl and polyfluoroalkyl substances and other emerging contaminants, and for other purposes.</p>	<p>Introduced by Sen. Jeanne Shaheen (D-NH) – March 12, 2020</p>	
<a href="#"><u>H.R.6422</u></a> <a href="#"><u>National Infrastructure Bank Act of 2020</u></a>	<p>To facilitate efficient investments and financing of infrastructure projects and new job creation through the establishment of a National Infrastructure Bank, and for other purposes.</p>	<p>Introduced by Danny Davis (D-IL) – March 31, 2020</p>	
<a href="#"><u>H.R.6552</u></a> <a href="#"><u>Emergency Water is a Human Right Act</u></a>	<p>To prohibit water shutoffs during the COVID–19 emergency period, provide drinking and waste water assistance to households, and for other purposes.</p>	<p>Introduced by Rep. Rashida Tlaib (D-MI) – April 17, 2020</p>	
<a href="#"><u>H.R.6617</u></a> <a href="#"><u>Western Water Storage Infrastructure Act</u></a>	<p>To support surface and groundwater storage and supporting projects in Reclamation States, and for other purposes.</p>	<p>Introduced by Rep. TJ Cox (D-CA) – April 29, 2020</p>	



LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>H.R.6631</u></a> <a href="#"><u>Essential Worker Protection Act of 2020</u></a>	To direct the Secretary of Labor to establish an interagency task force on worker protection from COVID–19, and for other purposes.	Introduced by Rep. Haley Stevens (D-MI) – April 28, 2020	
<a href="#"><u>S.3591</u></a> <a href="#"><u>America's Water Infrastructure Act of 2020</u></a>	To provide for improvements to the rivers and harbors of the United States, to provide for the conservation and development of water and related resources, to provide for water pollution control activities, and for other purposes.	Introduced by Sen. John Barrasso (R-WY) – May 4, 2020	
<a href="#"><u>S.3621</u></a> <a href="#"><u>Made in America Water Infrastructure Act of 2020</u></a>	A bill to amend the Safe Drinking Water Act to remove limitations on the required use of American iron and steel products in projects carried out using State revolving loan funds, and for other purposes.	Introduced by Sen. Tammy Baldwin (D-WI) – May 6, 2020	
<a href="#"><u>H.R.6745</u></a> <a href="#"><u>Clean Water for All Act</u></a>	To prohibit implementation of a rule defining “waters of the United States” under the Federal Water Pollution Control Act, and for other purposes.	Introduced by Rep. Peter DeFazio (D-OR) – May 11, 2020	
<b>H.R.6898</b> To encourage the research and use of innovative materials and associated techniques in the construction and preservation of the domestic transportation and water infrastructure system, and for other purposes.	<i>Text is not yet available.</i>	Introduced by Rep. David Cicilline (D-RI) – May 18, 2020	

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LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>H.R.6922</b> To require the Corps of Engineers to expedite review of applications for certain flood control projects near military installations, and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Rep. Don Bacon (R-NE) – May 20, 2020</p>	

## COVID-19 RELIEF LEGISLATION

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u><b>H.R.6074</b></u></a> <a href="#"><u>Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020</u></a>	Making emergency supplemental appropriations for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Rep. Nita Lowey (D-NY) – March 4, 2020  Became Public Law No: 116-123 – March 6, 2020	
<a href="#"><u><b>S.3415</b></u></a> <a href="#"><u>Paid Sick Days for Public Health Emergencies and Personal and Family Care Act</u></a>	To allow Americans to earn paid sick time so that they can address their own health needs and the health needs of their families.	Introduced by Sen. Patty Murray (D-WA) – March 5, 2020	
<a href="#"><u><b>H.R.6201</b></u></a> <a href="#"><u>Families First Coronavirus Response Act</u></a>	Making emergency supplemental appropriations for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Rep. Nita Lowey (D-NY) – March 11, 2020  Became Public Law No: 116-127 – March 18, 2020	
<a href="#"><u><b>H.R.6198</b></u></a> <a href="#"><u>Emergency Paid Leave Act of 2020</u></a>	To provide emergency paid leave benefits to certain individuals affected by COVID-19, and for other purposes.	Introduced by Rep. Stephanie Murphy (D-FL) – Introduced March 11, 2020	
<a href="#"><u><b>H.R.6150</b></u></a> <a href="#"><u>Paid Sick Days for Public Health Emergencies and Personal and Family Care Act</u></a>	To allow Americans to earn paid sick time so that they can address their own health needs and the health needs of their families.	Introduced by Rep. Rosa DeLauro (D-CT) – March 9, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><b>H.R.6220</b></a> <a href="#">Emergency Family and Medical Leave Expansion Act</a>	To amend the Family and Medical Leave Act of 1993 to provide for leave with respect to a public health emergency, and for other purposes.	Introduced by Rep. Robert Scott (D-VA) - March 12, 2020	
<a href="#"><b>S.3476</b></a> <a href="#">Coronavirus Worker Relief Act</a>	To provide for unemployment benefits to workers affected by the 2019 Novel Coronavirus.	Introduced by Sen. Gary Peters (D-MI) - March 12, 2020	
<a href="#"><b>S.3548</b></a> <a href="#">CARES Act</a>	To provide emergency assistance and health care response for individuals, families, and businesses affected by the 2020 coronavirus pandemic.	Introduced by Sen. Mitch McConnell (R-KY) – March 19, 2020	
<a href="#"><b>H.R.6321</b></a> <a href="#">Financial Protections and Assistance for America's Consumers, States, Businesses, and Vulnerable Populations Act</a>	To provide financial protections and assistance for America’s consumers, States, businesses, and vulnerable populations during the COVID-19 emergency and to recover from the emergency.	Introduced by Rep. Maxine Waters (D-CA) – March 23, 2020	
<a href="#"><b>H.R.6328</b></a> <a href="#">Emergency Relief for State, Territorial and Local Governments Act of 2020</a>	To authorize Federal reserve banks to purchase COVID–19 related municipal issuances, and for other purposes.	Introduced by Rep. Rashida Tlaib (D-MI) – March 23, 2020	
<a href="#"><b>H.R.6379</b></a> <a href="#">Take Responsibility for Workers and Families Act</a>	Making emergency supplemental appropriations for the fiscal year ending September 30, 2020, and for other purposes.	Introduced by Rep. Nita Lowery (D-NY) – March 23, 2020	
<a href="#"><b>H.R. 6361</b></a> <a href="#">Relief for Small Businesses and Nonprofits Act</a>	To provide loan and obligation payment relief for small businesses and nonprofits affected by the COVID–19 emergency, and for other purposes.	Introduced by Rep. Ed Perlmutter (D-CO) – March 23, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#"><u>S.3584</u></a> <a href="#"><u>COVID-19 Workers First Protection Act of 2020</u></a>	<p>To direct the Secretary of Labor to issue an emergency temporary standard that requires certain employers to develop and implement a comprehensive infectious disease exposure control plan to protect employees in the health care sectors and other employees at elevated risk from exposure to SARS-CoV-2, and for other purposes.</p>	<p>Introduced by Sen. Tammy Baldwin (D-WI) – March 25, 2020</p>	
<a href="#"><u>H.R. 6402</u></a> <a href="#"><u>COVID-19 Workforce Emergency Response Act</u></a>	<p>To provide State and local workforce systems flexibility and financial support to respond to the COVID-19 national emergency.</p>	<p>Introduced by Rep. Andy Levin (D-MI) – March 26, 2020</p>	
<a href="#"><u>H.R.748</u></a> <a href="#"><u>CARES Act</u></a>	<p>To amend the Internal Revenue Code of 1986 to repeal the excise tax on high cost employer-sponsored health coverage.</p>	<p>Introduced by Rep. Joe Courtney (D-CT) – March 27, 2020</p> <p>Became Public Law No: 116-136 – March 27, 2020</p>	
<a href="#"><u>H.R.6410</u></a> <a href="#"><u>To direct the President to use authority under the Defense Production Act of 1950 to ensure an adequate supply of equipment necessary for limiting the spread of COVID-19.</u></a>	<p>To direct the President to use authority under the Defense Production Act of 1950 to ensure an adequate supply of equipment necessary for limiting the spread of COVID-19.</p>	<p>Introduced by Rep. John Larson (D-CT) – March 27, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><a href="#"><u>H.R.6423</u></a>  <a href="#"><u>To provide for a temporary debt collection moratorium during the COVID-19 emergency period, and for other purposes.</u></a></p>	<p>To provide for a temporary debt collection moratorium during the COVID-19 emergency period, and for other purposes.</p>	<p>Introduced by Rep. Al Lawson (D-FL) – March 31, 2020</p>	
<p><a href="#"><u>H.R.6431</u></a>  <a href="#"><u>Made in America Emergency Preparedness Act</u></a></p>	<p>To require the creation of a national commission to prepare for future national emergencies, and for other purposes.</p>	<p>Introduced by Rep. Brian Fitzpatrick (R-PA) – April 3, 2020</p>	
<p><a href="#"><u>H.R.6472</u></a>  <a href="#"><u>COVID-19 Price Gouging Prevention Act</u></a></p>	<p>To prohibit price gouging in connection with the public health emergency resulting from COVID–19, and for other purposes.</p>	<p>Introduced by Rep. Janice Schakowsky (D-IL) – April 7, 2020</p>	
<p><a href="#"><u>H.R.6460</u></a>  <a href="#"><u>To provide funding for needed child and adult care so that essential workers can report to work during the COVID-19 pandemic.</u></a></p>	<p>To provide funding for needed child and adult care so that essential workers can report to work during the COVID-19 pandemic.</p>	<p>Introduced by Rep. Danny Davis(D-IL) – April 7, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R.6525</a> <a href="#">Reopen America Act of 2020</a>	To provide the necessary Federal financial and logistical support so States can reopen their economies once periods of isolation have sufficiently reduced coronavirus infection and transmission rates, and with adequate testing and other safeguards to ensure infection rates do not exceed medical resources, and virus transmission rates are maintained below 1 and thereby steadily reduce the number of infected, and for other purposes.	Introduced by Rep. Jamie Raskin (D-MD) – April 17, 2020	
<a href="#">H.R. 6552</a> <a href="#">Emergency Water is Human Right Act</a>	To prohibit water shutoffs during the COVID–19 emergency period, provide drinking and waste water assistance to households, and for other purposes.	Introduced by Rep. Rashida Tlaib (D-MI) – April 17, 2020	
<a href="#">H.R.6559</a> <a href="#">COVID-19 Every Worker Protection Act of 2020</a>	To require the Occupational Safety and Health Administration to promulgate an emergency temporary standard to protect employees from occupational exposure to SARS–CoV–2, and for other purposes.	Introduced by Rep. Robert Scott (D-VA) – April 21, 2020	
<a href="#">H.R. 266</a> <a href="#">Paycheck Protection Program and Health Care Enhancement Act</a>	Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2019, and for other purposes.	Introduced by Rep. Betty McCollum (D-MN) – April 24, 2020  Became Public Law No: 116-139 – April 24, 2020	
<a href="#">H.R. 6631</a> <a href="#">Essential Worker Protection Act of 2020</a>	To direct the Secretary of Labor to establish an interagency task force on worker protection from COVID–19, and for other purposes.	Introduced by Rep. Haley Stevens (D-MI) – April 28, 2020	
<a href="#">H.R.6652</a> <a href="#">Flexibility for Localities and Eligibility Expansion Act of 2020</a>	To amend title VI of the Social Security Act to expand the permissible use of funds under the Coronavirus Relief Fund.	Introduced by Rep. Don Bacon (R-NE) – May 1, 2020	

LEGISLATION	SUMMARY	STATUS	POSITION
<a href="#">H.R. 6653</a> <a href="#">MASKS ON Act</a>	To require the Director of the Centers for Disease Control and Prevention to carry out a national public outreach campaign regarding the proper use of personal protective equipment to minimize personal risk of exposure to, and risk of spreading, the virus that causes COVID-19, and for other purposes.	Introduced by Rep. Daniel Lipinski (D-IL) – May 1, 2020	
<a href="#">H.R.6699</a> <a href="#">Opportunities for Heroes Act of 2020</a>	To establish a commission to determine essential employment during the COVID-19 crisis period and provide loan repayment and education credit to workers employed in such essential employment during such crisis, and for other purposes.	Introduced by Rep. Ann Kuster (D-NH) – May 5, 2020	
<a href="#">H.R.6705</a> <a href="#">Coronavirus State and Local Financial Assistance Act</a>	To require the Secretary of the Treasury to establish a State and Local Government Coronavirus Relief Program to make grants to States to make up for lost revenue due to COVID-19 and social distancing steps taken by the State and political subdivisions of the State, and for other purposes.	Introduced by Rep. Cynthia Axne (D-IA) – May 5, 2020	
<a href="#">S.3627</a> <a href="#">Medical Supply Transparency and Delivery Act</a>	A bill to provide for the expedited and transparent procurement and distribution of equipment and supplies needed to combat COVID-19.	Introduced by Sen. Tammy Badlwin (D-WI) – May 6, 2020	
<b>S.3671</b> A bill to amend title VI of the Social Security Act to provide additional funding for States, Tribal Governments, and local communities due to the Coronavirus Disease 2019 (COVID-19) public health emergency, and for other purposes.	<i>Text is not yet available.</i>	Introduced by Rep. Jack Reed (D-RI) – May 7, 2020	
<a href="#">H.R. 6748</a> <a href="#">Direct Support for Communities Act</a>	To provide funding for cities, counties, and other units of general local government to prevent, prepare for, and respond to coronavirus.	Introduced by Rep. Antonio Delgado (D-NY) – May 8, 2020	



LEGISLATION	SUMMARY	STATUS	POSITION
<p><b><a href="#">H.R.6760</a></b>  <a href="#">Fair Housing Further Enforcement Emergency Act of 2020</a></p>	<p>To authorize assistance for fair housing enforcement activities to respond to the COVID-19 pandemic, and for other purposes.</p>	<p>Introduced by Rep. Al Green (D-TX) – May 8, 2020</p>	
<p><b>S.3672</b>  A bill to provide States and Indian Tribes with flexibility in administering the temporary assistance for needy families program due to the public health emergency with respect to the Coronavirus Disease (COVID-19), to make emergency grants to States and Indian Tribes to provide financial support for low-income individuals affected by that public health emergency, and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Sen. Ron Wyden (D-OR) – May 11, 2020</p>	

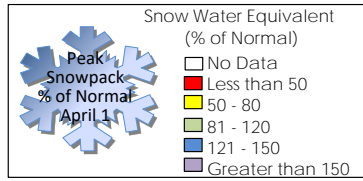
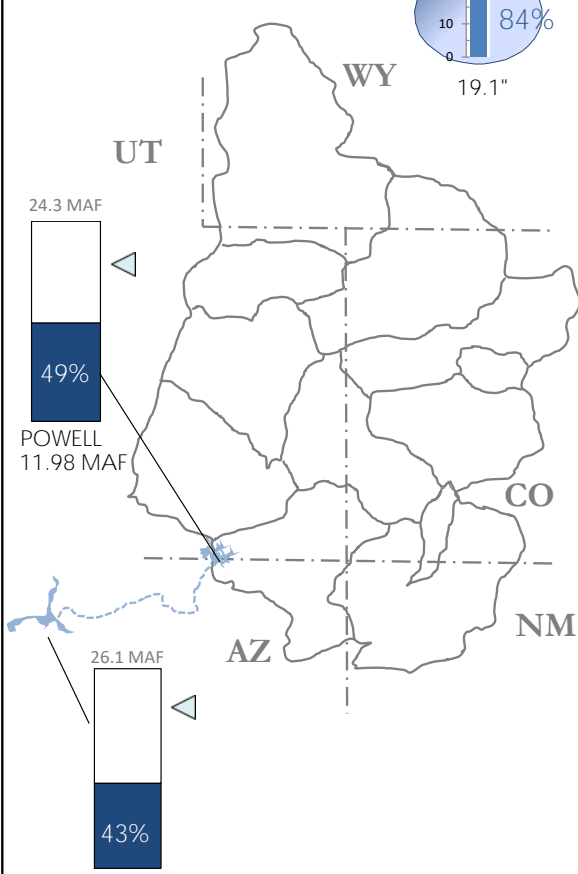
LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>S.3682</b> A bill to provide States, Tribal governments, and local governments with spending discretion for part of their Coronavirus Relief Fund payment.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Sen. Mike Rounds (R-SD) – May 11, 2020</p>	
<p><b>S.3685</b> A bill to provide emergency rental assistance under the Emergency Solutions Grants program of the Secretary of Housing and Urban Development in response to the public health emergency resulting from the coronavirus, and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Sen. Sherrod Brown (D-OH) – May 12, 2020</p>	
<p><a href="#"><u>H.R.6800</u></a> <a href="#"><u>The Heroes Act</u></a></p>	<p>Making emergency supplemental appropriations for the fiscal year ending September 30, 2020, and for other purposes.</p>	<p>Introduced by Rep. Nita Lowey (D-NY) – May 12, 2020</p> <p>Placed on Senate Legislative Calendar – May 21, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>H.R.6820</b> To provide emergency rental assistance under the Emergency Solutions Grants program of the Secretary of Housing and Urban Development in response to the public health emergency resulting from the coronavirus, and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Rep. Denny Heck (D-WA) – May 12, 2020</p>	
<p><b>S.3728</b> A bill to require the Secretary of Transportation to support the efforts of State and local governments to provide for priority testing of essential critical infrastructure workers with respect to the Coronavirus Disease 2019 (COVID-19), and for other purposes.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Sen. Roger Wicker (R-MS) – May 13, 2020</p>	

LEGISLATION	SUMMARY	STATUS	POSITION
<p><b>S.3767</b> A bill to require States to pass-through 45 percent of the amounts paid from the Coronavirus Relief Fund to local governments that did not receive a direct payment from the Fund.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Sen. Steve Daines (R-MT) – May 19, 2020</p>	
<p><b>H.R.6954</b> To amend title VI of the Social Security Act to establish a Coronavirus Local Community Stabilization Fund.</p>	<p><i>Text is not yet available.</i></p>	<p>Introduced by Rep. Mikie Sherrill (D-NJ) – May 19, 2020</p>	

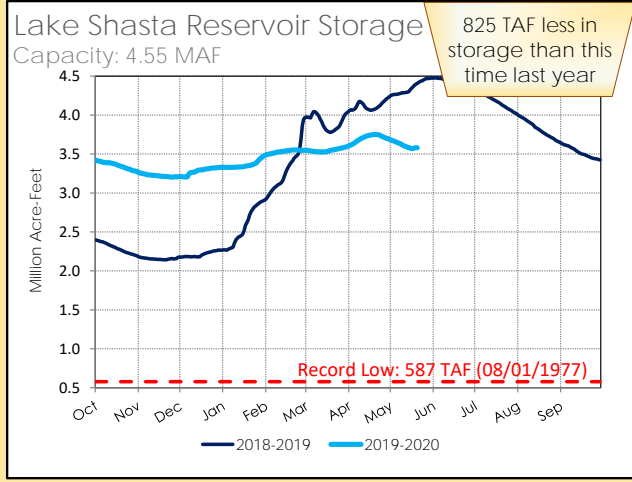
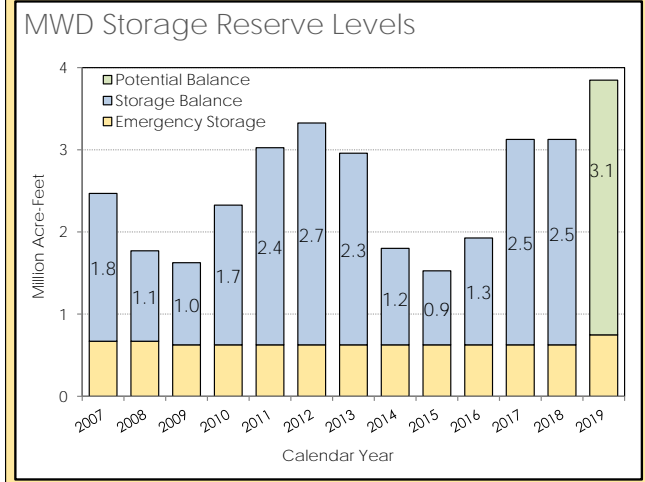
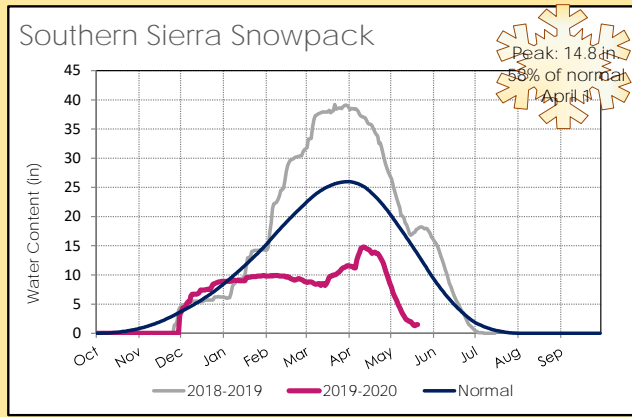
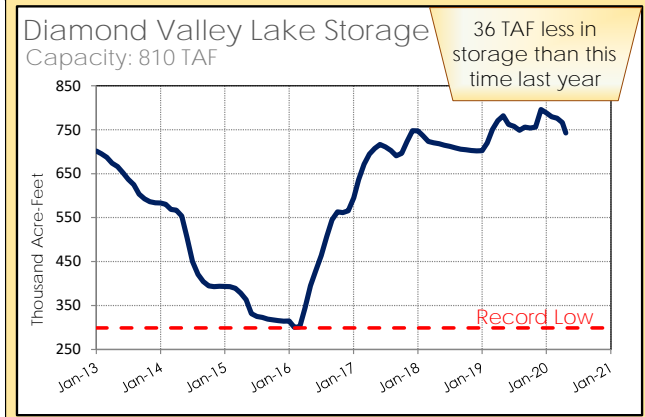
# Water Supply Conditions Report

As of: 05/20/2020



## Highlights

- ◆ Sacramento River Runoff forecast is 52% of normal
- ◆ Statewide snowpack peaked at 64% of normal
- ◆ Lake Powell inflow forecast is 66% of normal
- ◆ Snowpack in the Upper Colorado River Basin peaked at 106% of normal



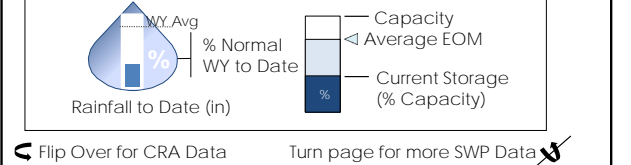
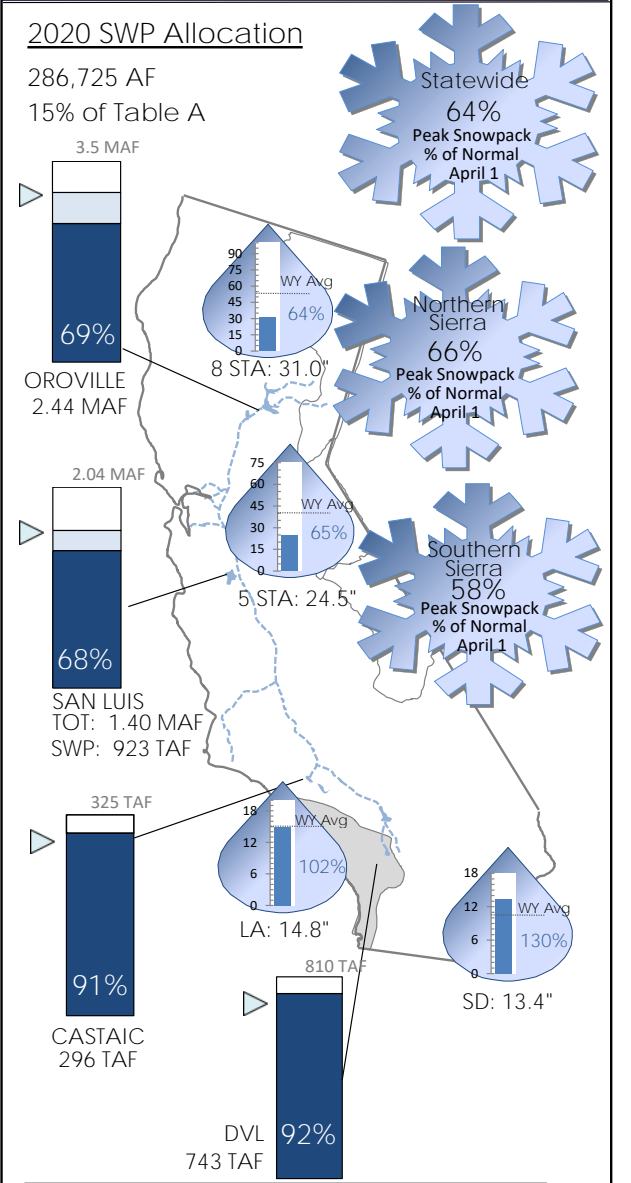
This report is produced by the Water Resource Management Group and contains information from various federal, state, and local agencies. The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or for the most up to date water supply information. Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.

<http://www.mwdh2o.com/WSCR>

This report is best printed double sided on legal size paper (8.5" x 14") and folded in quarters. Questions? Email [mferreira@mwdh2o.com](mailto:mferreira@mwdh2o.com)

# Water Supply Conditions Report

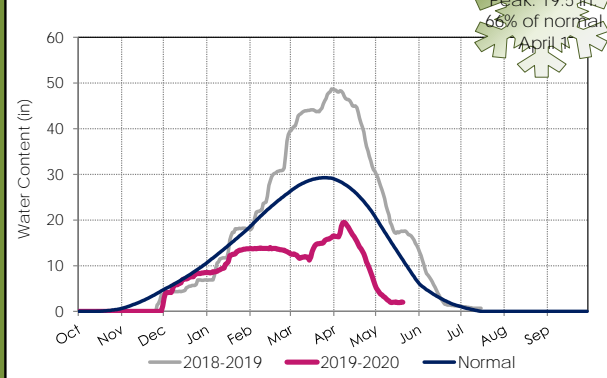
As of: 05/20/2020



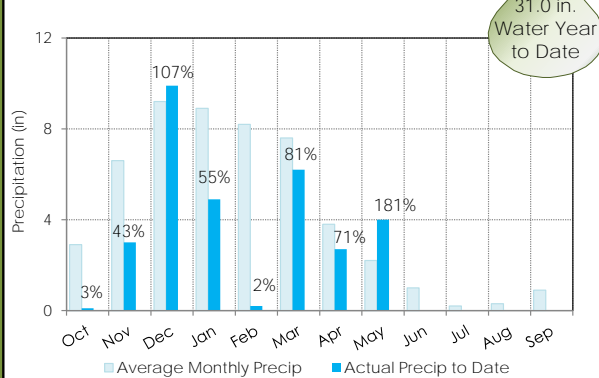
As of: 05/20/2020

# State Water Project Resources

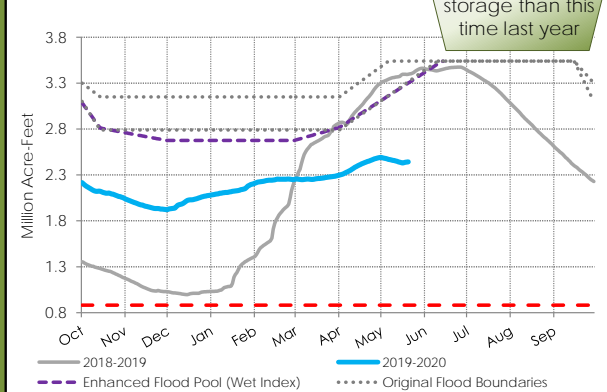
## Northern Sierra Snowpack



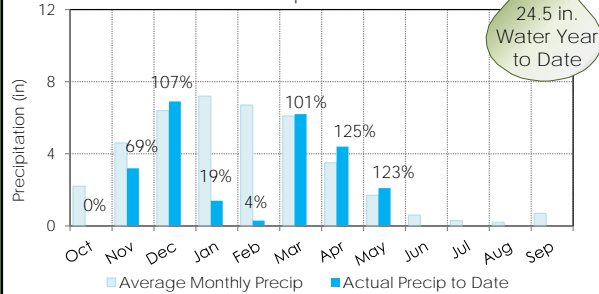
## 8 Station Index Precip



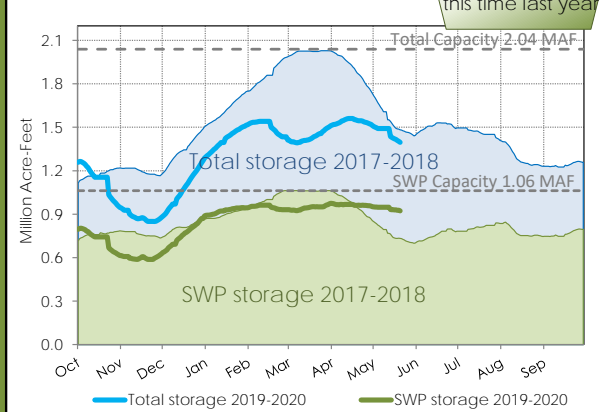
## Oroville Reservoir Storage



## 5 Station Index Precip



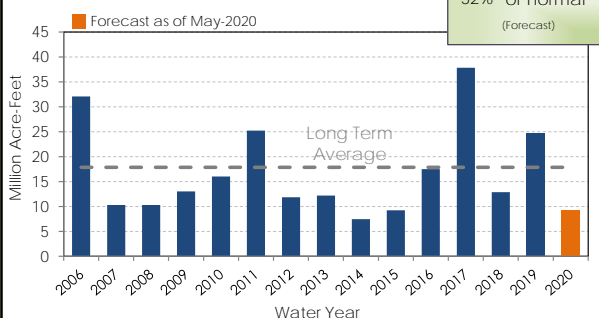
## San Luis Reservoir Storage



## Other SWP Contract Supplies for 2020 (AF)

Carryover	330,766
Transfer Supplies	TBD

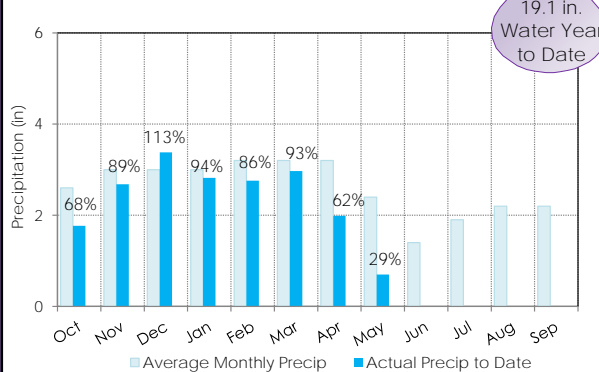
## Sacramento River Runoff



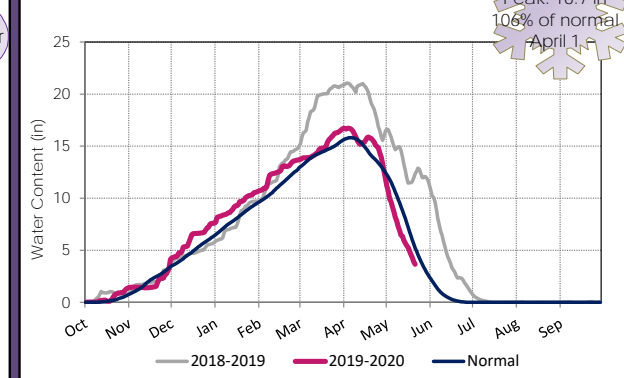
# Colorado River Resources

As of: 05/20/2020

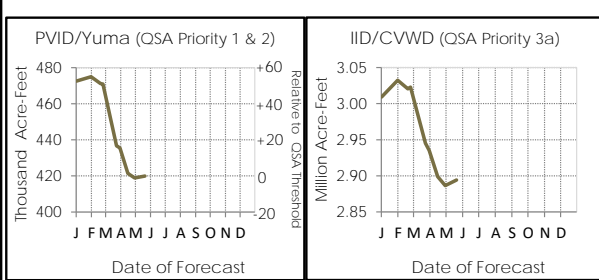
## Upper Colorado Basin Precip



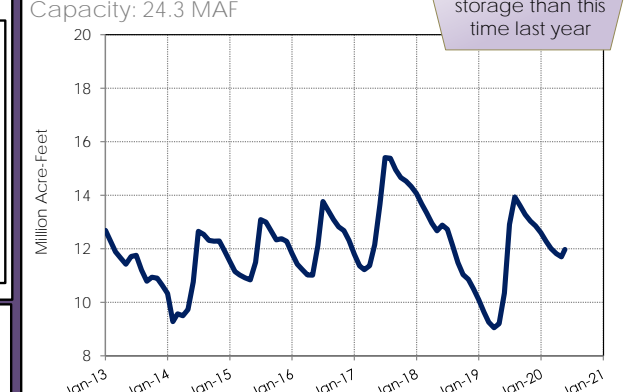
## Upper Colorado Basin Snowpack



## 2018 Colorado River Ag Use



## Lake Powell Storage

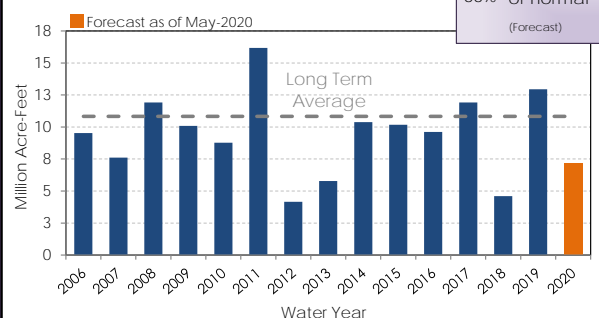


## Lake Mead Shortage/Surplus Outlook

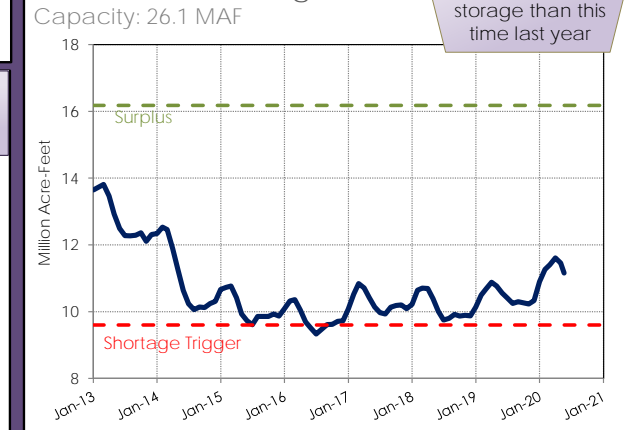
	2020	2021	2022	2023	2024
Shortage	0%	0%	9%	31%	37%
Surplus	0%	0%	<1%	6%	10%

Likelihood based on results from the April 2020 MTOM/CRSS model run. Includes DCP Contributions.

## Powell Unregulated Inflow



## Lake Mead Storage





June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

**Subject : Response to Coronavirus (COVID-19) Pandemic: Continuation of Emergency**

**SUMMARY:**

On March 24, 2020, the Board adopted Resolution No. 2572, declaring a state of emergency for the District's service area due to the coronavirus (COVID-19) pandemic and authorizing actions to support the response and recovery effort. On April 21, 2020, the Board adopted Resolution No. 2574, amending and reenacting the declaration of a local state of emergency and authorizing interest-free flexible payments plans for up to 24 months. Subsequently, on May 19, 2020, the Board adopted Resolution No. 2576, amending and reenacting the declaration of a local state of emergency and authorizing a waiver of service initiation fees for commercial customers who temporarily closed their accounts due to hardships associated with COVID-19.

Section 2-6.402 of the Las Virgenes Municipal Water District Code requires that once the Board has declared an emergency, it must determine by a 4/5's vote at each subsequent regular Board meeting whether to continue or terminate the authorization for emergency. Staff recommends that the emergency declaration be continued.

**RECOMMENDATION(S):**

Approve the continuation of an emergency declaration for response to the coronavirus (COVID-19) pandemic.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

Resolution Nos. 2572, 2574, and 2576 authorized and directed the General Manager to temporarily grant relief to District customers, as follows:

- Avoid shutting off water service for non-payment;
- Discontinue the issuance of door tags and associated fees for non-payment;
- Waive late charges for past due water and wastewater bills; and
- Authorize interest-free flexible payment plans for up to 24 months.
- Authorize waiving service initiation fees for commercial customers who temporarily closed their accounts due to hardship associated with COVID-19

At the Board meeting, staff will provide a comprehensive update on the District's response to the coronavirus (COVID-19) pandemic, including the following items:

- Response actions taken to-date;
- Effectiveness of the above-described actions;
- Feedback received from customers; and
- Billing and financial metrics.

**GOALS:**

Provide Safe and Quality Water with Reliable Services

Prepared by: David W. Pedersen, General Manager





June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject : Monthly Cash and Investment Report: April 2020**

**SUMMARY:**

During the month of April, the value of the District's investment portfolio decreased from \$92,585,274, held on March 31, 2020, to \$90,950,816. No investments matured or were called in April. Four investments were purchased, increasing the book value to \$53,546,134. The value of the District's Local Agency Investment Fund (LAIF) account decreased to \$37,387,264. This report also presents a discussion of the State of California Local Agency Investment Fund (LAIF) and its alternatives per a request by Director Charles Caspary.

**RECOMMENDATION(S):**

Receive and file the Monthly Cash and Investment Report for April 2020, and provide feedback on investment in the Local Agency Investment Fund or its alternatives.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**DISCUSSION:**

On April 30, 2020, the District held \$90,950,816, up 0.08% year-over-year. The portfolio was down 1.39% from the previous month's total of \$92,232,948. The majority of the funds were held in the District's investment account, which had a April 30th book value of \$53,546,134. LAIF held the majority of the remaining funds, in the amount of \$37,387,264. A significant portion of the remaining balance was held in a money market account. The annualized yield for the District's investment portfolio was 2.01% in April 2020, flat from March. The annualized yield on the District's LAIF funds was 1.65% in April, down as compared to March's 1.79%.

The total yield on the District's accounts was 1.86%, down from 2.23% year-over-year.

No investments were called or matured during March 2020.

The following investments were purchased during March 2020:

- FHLB callable agency, in the amount of \$1,000,000, maturing on 04/02/25; YTM 1.05%.
- Pacific Western Bank insured CD, in the amount of \$245,000, maturing on 04/16/25; YTM 1.35%.
- Celtic Bank insured CD, in the amount of \$245,000, maturing on 04/17/25; YTM 1.50%.
- 1st National Bank insured CD, in the amount of \$245,000, maturing on 04/28/25; YTM 1.35%.

The following transactions occurred in the District's LAIF account:

- 04/14/20 – Withdraw in the amount of \$785,000.
- 04/15/20 – Interest paid in the amount of \$190,091.31.
- 04/16/20 – Withdraw in the amount of \$405,000.
- 04/28/20 – Withdraw in the amount of \$245,000.
- 04/29/20 – Withdraw in the amount of \$750,000.

The District's investments are in compliance with the adopted Investment Policy, and the District has sufficient funds to meet expenditures during the next six months from funds held in LAIF.

#### Alternatives to LAIF:

On April 27, 2020, Director Charles Caspary asked staff to bring back alternatives to investing in the Local Agency Investment Fund (LAIF) managed by the State of California. LAIF was created in 1977 as an investment alternative for local governments and special districts in California. LAIF is invested as part of the State's Pooled Money Investment Account that began in 1955. LAIF's governing board is comprised of the State Treasurer, two members appointed by the State Treasurer and two members who are local government fiscal officers. Government Code Section 16429.3 prohibits funds on deposit from local governments, including special districts, to be transferred, loaned, impounded or seized by any State official or agency. Other Government Code sections provide for the transfer or loaning of funds held on deposit from the State.

LAIF has 2,366 participating agencies and \$30.3 billion in assets as of April 30, 2020. The District's Investment Policy currently requires that funds equal to six months of operating expenses be held in LAIF. Fifty percent of LAIF's investments are in treasuries with another 35% in agency instruments and CDs. Approximately 10% is invested in commercial paper, and the remainder consists of other time deposits and loans, which make up 0.53%. The average maturity is 208 days.

There are two primary competitors to LAIF: CalTRUST and the California Asset Management Program (CAMP).

#### CalTRUST:

The District previously invested a small percentage of its portfolio with CalTRUST, which is a

public agency utilized by 140 California local governments with assets totaling \$2.6 billion. CalTRUST offers three portfolio options – liquidity (average duration of 60 days), short term (average duration of up to 2 years) and long term (average duration of 1 to 3 years). The District's previous experience with CalTRUST was that its interest rates were more responsive to changes in the market. CalTRUST has a floating net asset value (NAV) that can result in losses to District funds.

#### California Asset Management Program (CAMP):

CAMP is managed to maintain a dollar-weighted average portfolio maturity of 60 days or less with a constant NAV of \$1.00. The pool invests in obligations of the United States Government and its agencies, high-quality, short-term debt obligations of U.S. companies and financial institutions. CAMP was established in 1989 as a California Joint Powers Authority with 202 agencies participating and investments assets of \$6.2 billion. CAMP is rated AAAM by Standard & Poor's. CAMP is a liquid, stable, short-term investment program.

#### Cash Analysis:

Another important aspect of the Monthly Cash and Investment Report is to monitor the District's performance as compared to its adopted Financial Policies. Attachment B shows the District's total cash and investments as of April 30, 2020 and compares the balances to the adopted Financial Policies. As shown for April, the Potable Water Enterprise had cash and investments available for capital in the amount of \$166,281. This figure marks the first time that cash levels in the Potable Water Enterprise exceed the policy reserve amount for more than five years. It reflects the accomplishment of an important goal of the 2014 rate study to build reserves for the Potable Water Enterprise back up to policy levels by the end of the five-year rate plan. The Sanitation Enterprise had \$6.2 million available for capital, and the Recycled Water Enterprise had cash and investments available for capital projects in the amount of \$14.1 million. The Board has previously assigned \$10 million in funds from the Sanitation Enterprise and \$5 million in funds from the Recycled Water Enterprise for use on the Pure Water Project Las Virgenes-Triunfo.

#### **GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

#### **ATTACHMENTS:**

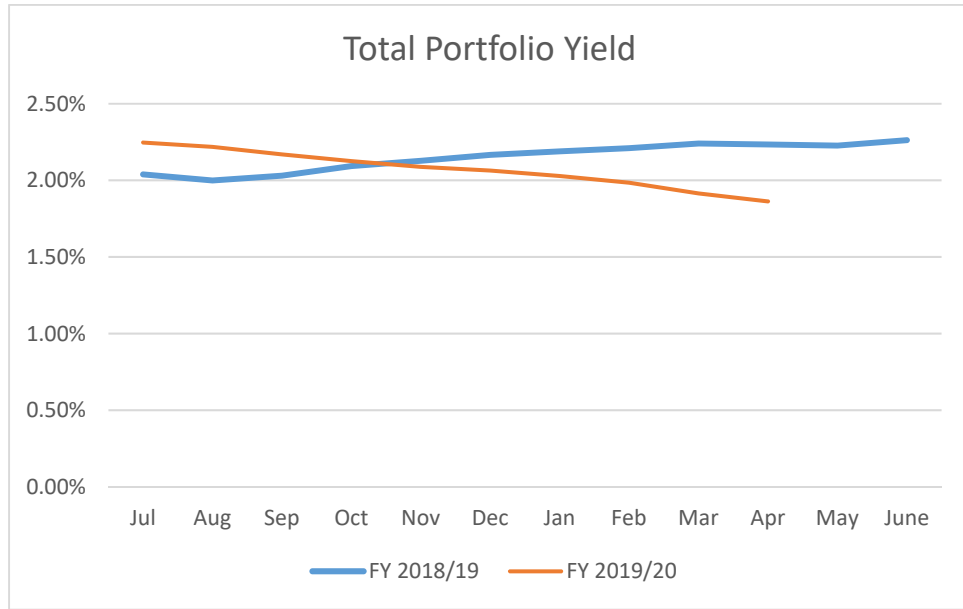
Charts

April Investment Report

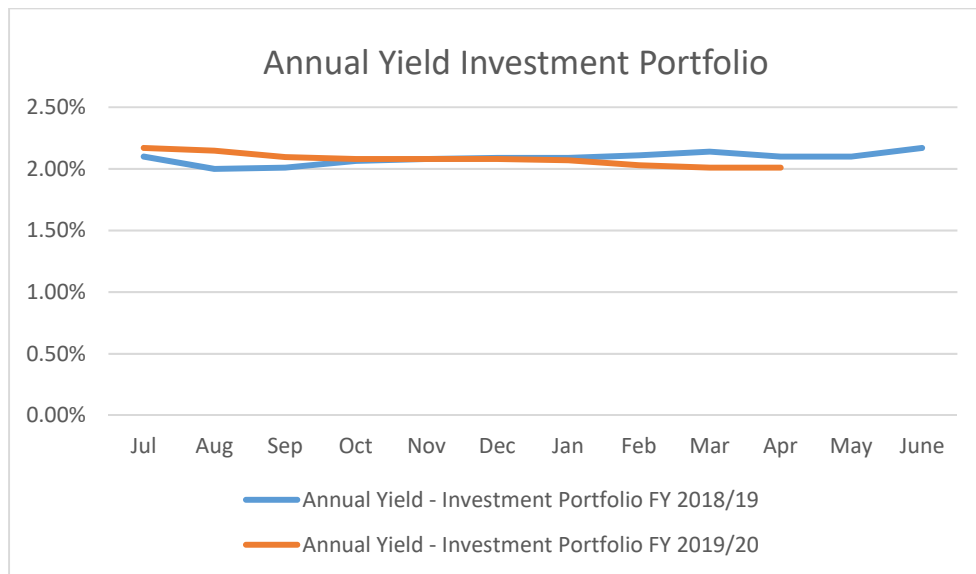
Definitions

April Cash Report

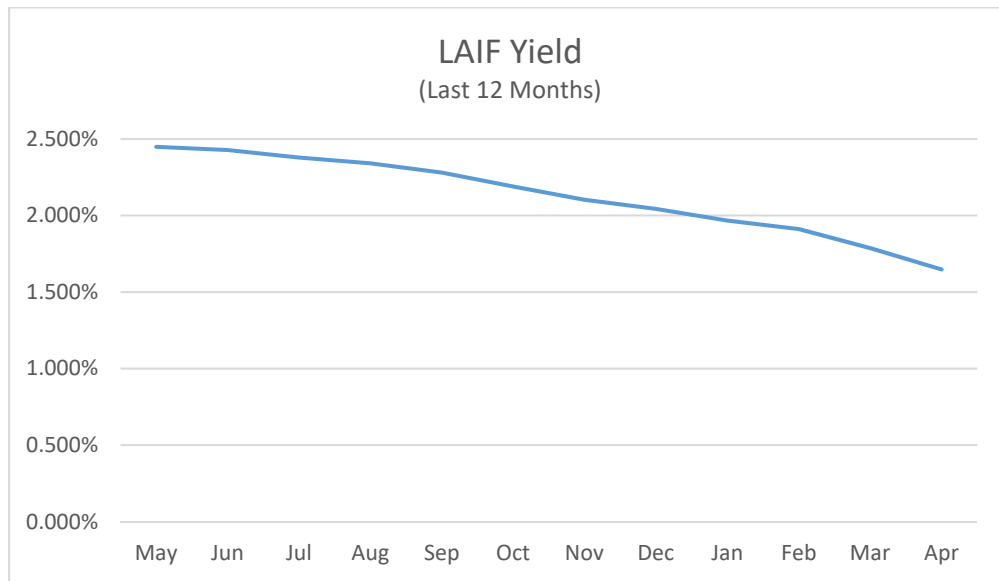
As of April 30, 2020, at Book Value, LAIF held 41.11% of the District’s portfolio and the investment portfolio held 58.87% with the majority of the remaining funds held in a money market account. As can be seen in the chart below, the total yield in April 2020 was 1.86%, down six basis point from March and down from 2.23% one year ago.



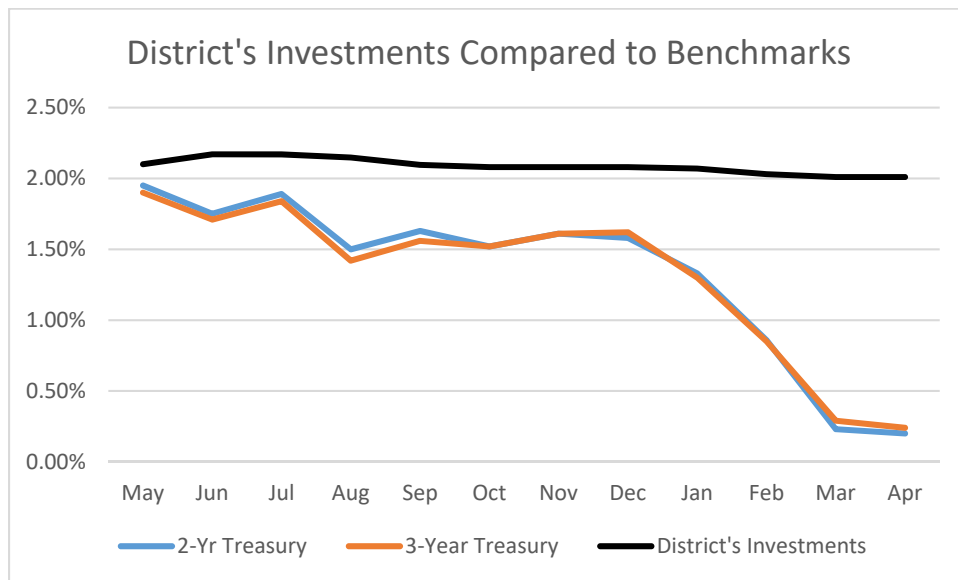
In April, the annualized yield for the District’s Investment Portfolio was flat from March at 2.01% and down nine basis points from a year ago. The chart below shows annualized monthly yield of the current fiscal year compared with the same monthly yield over the previous year.



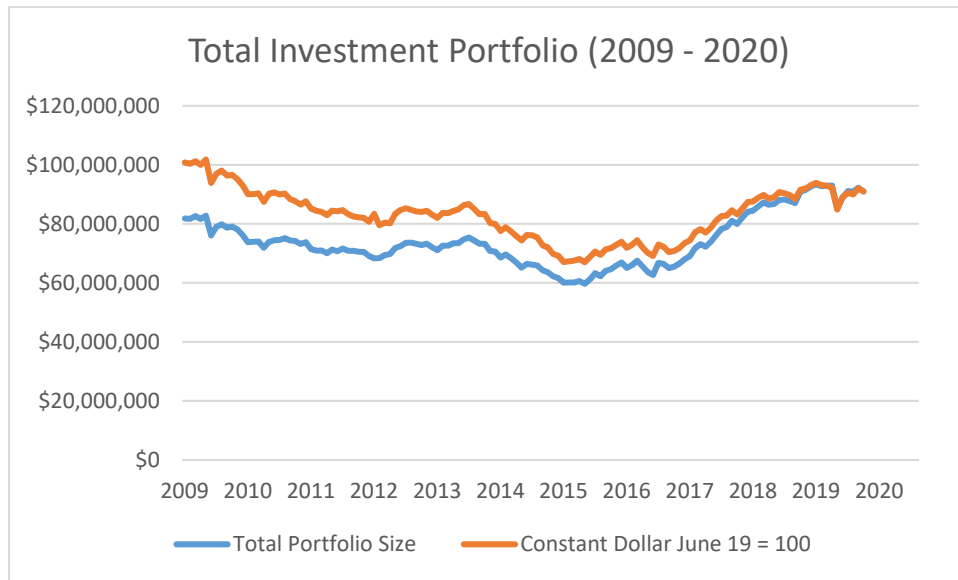
The following chart shows the average annualized LAIF yields over the past twelve months. In April, the LAIF yield was 1.65%, down from March's 1.79% and down from 2.45% a year ago.



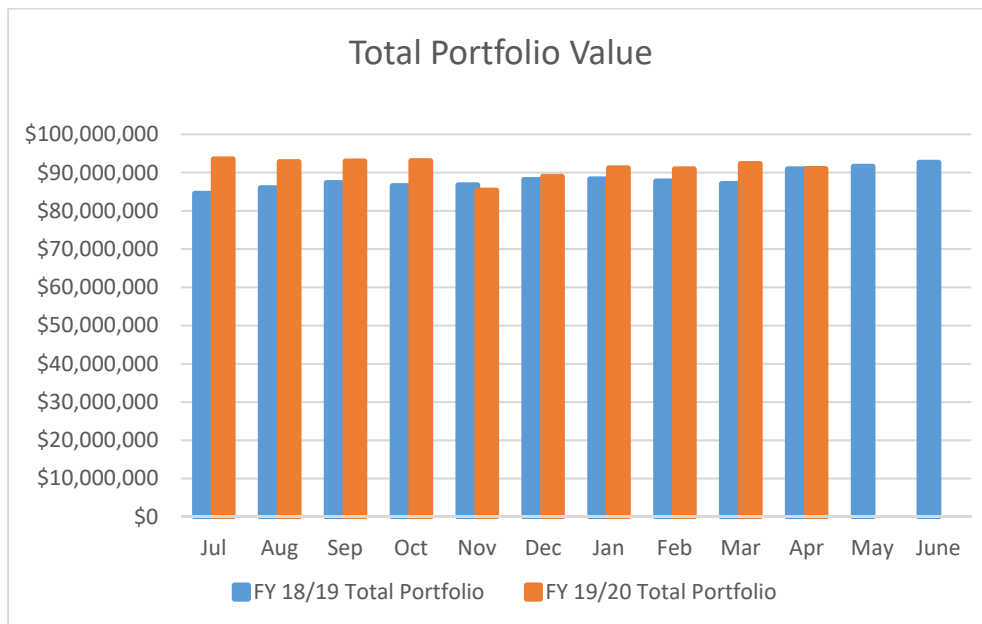
In order to benchmark how the District's portfolio is performing, it is useful to compare its investment portfolio with a comparable index. The District has historically compared its investment portfolio returns to the 2-Year and 3-Year Treasury notes. Because the District buys and holds its investments, the average portfolio yield should generally be flatter and trail the 2 and 3-year Treasuries.



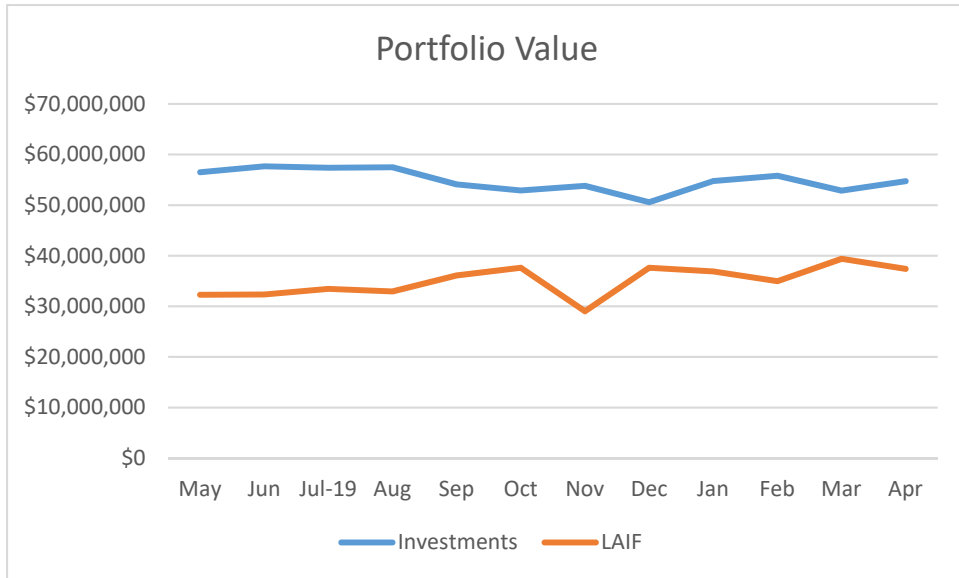
Equally important to monitoring performance is to monitor total portfolio value that includes the District's Investment Portfolio and LAIF accounts. The chart below shows the total portfolio value between 2009 and 2020. In April, the District's portfolio was down from March at \$90,950,816.



The chart below compares total portfolio value in the current Fiscal Year, compared to the same period in the previous fiscal year.



The chart below shows the value of the District’s Investment and LAIF portfolios over the past twelve-month period. The District’s Investment Policy requires an amount equal to 6 months of operating budget to be kept in LAIF, which is \$28.8 million. The District is currently keeping additional funds in LAIF as staff finalizes the schedule for the Las Virgenes – Triunfo Pure Water Project.



Date: April 21, 2020  
 To: David W. Pedersen, General Manager  
 From: Finance and Administration Department  
 Subject: Investment Report for the Month of April 2020

**Summary of Investments**

**Investments Maturing Within Six Months:**

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
1.600%	1.600%	1.600%	FNMA-Bullet	05/19/15		05/19/20	1,000,000	1,000,000	1,000,720	Custodian
2.427%	1.779%		NEWSCD-MuniBond	03/17/16		08/01/20	934,688	910,000	913,039	Custodian
1.400%	1.400%	1.400%	FNMA-Callable Coupon	08/24/16	05/24/20	08/24/20	1,000,000	1,000,000	1,000,610	Custodian
2.250%	1.732%		CONNECTICUT ST-MuniBo	02/17/16		09/01/20	1,119,649	1,095,000	1,099,062	Custodian
1.450%	1.450%		JP Morgan Chase BK-CD	09/16/16	06/16/20	09/16/20	245,000	245,000	245,274	Custodian
			Sub-Total				4,299,337	4,250,000	4,258,705	

**Investments Maturing After Six Months:**

1.500%	1.500%		CAL ST-MuniBond	04/28/16		04/01/21	1,000,000	1,000,000	1,003,780	Custodian
2.387%	1.392%		SCVWTR-MuniBond	06/21/16		06/01/21	1,047,370	1,000,000	1,011,420	Custodian
1.960%	1.960%	1.960%	MOUSCD-MuniBond	07/14/16		08/01/21	600,000	600,000	602,928	Custodian
1.550%	1.550%		CAPITAL ONE BANK - CD	08/10/16		08/10/21	245,000	245,000	247,793	Custodian
1.713%	1.713%		CASPWR-Muni Bond	09/28/16		05/01/21	944,684	944,684	946,545	Custodian
1.5%-Up	<sup>1</sup> 2.115%	1.250%	FHLB-Callable Coupon	11/17/16	05/17/20	11/17/21	1,000,000	1,000,000	1,000,480	Custodian
1.5%-Up	<sup>2</sup> 2.116%	1.300%	FHLMC-Callable Coupon	11/22/16	05/22/20	11/22/21	1,000,000	1,000,000	1,000,740	Custodian
2.000%	2.046%	2.018%	FHLMC-Bullet	01/30/17		01/26/22	997,850	1,000,000	1,027,130	Custodian
2.350%	2.350%		Goldman Sachs Bank - CD	06/21/17		06/21/22	245,000	245,000	253,514	Custodian
2.350%	2.350%		Sallie Mae Bank/Salt LK-CD	06/21/17		06/21/22	245,000	245,000	253,514	Custodian
2.000%	2.000%	2.000%	FHLB-Callable Coupon	08/10/17	08/10/20	08/10/22	1,000,000	1,000,000	1,004,010	Custodian
2.250%	<sup>3</sup> 2.104%	1.465%	FHLMC-Bullet	08/16/17		06/29/22	1,000,300	1,000,000	1,041,530	Custodian
2.400%	2.400%		American Express - CD	08/29/17		08/29/22	245,000	245,000	253,612	Custodian
2.400%	2.400%		Capital One NA - CD	08/30/17		08/30/22	245,000	245,000	254,472	Custodian
1.750%	1.766%		FFCB-Bullet	09/13/17		09/13/22	999,250	1,000,000	1,032,230	Custodian
2.500%	2.604%		SFOFAC-Muni Bond	11/09/17		09/01/22	497,650	500,000	511,255	Custodian
2.050%	2.050%		BMW Bank - CD	11/29/17		11/30/20	245,000	245,000	247,479	Custodian
2.500%	2.500%		Wells Fargo Bank - CD	12/08/17		12/08/22	245,000	245,000	255,991	Custodian
2.550%	2.550%		NYSDEV-Muni Bond	12/21/17		03/15/22	1,000,000	1,000,000	1,009,920	Custodian
2.200%	2.200%		Merrick Bank-CD	01/09/18		01/11/21	245,000	245,000	248,300	Custodian
2.650%	2.650%		Morgan Stanley Bank-CD	01/11/18		01/11/23	245,000	245,000	257,282	Custodian
2.130%	2.338%		FAMCA-Bullet	01/24/18		01/24/23	990,240	1,000,000	1,037,060	Custodian
2.700%	2.700%		FFCB-Bullet	04/11/18		04/11/23	1,000,000	1,000,000	1,066,460	Custodian
3.150%	3.150%		CitiBank NA - CD	05/11/18		05/11/23	245,000	245,000	262,204	Custodian
3.297%	3.297%	3.297%	UNVHGR-Muni Bond	06/05/18	Cont. 6/5/18	05/15/23	930,000	930,000	985,316	Custodian
2.900%	2.980%		FAMCA-Bullet	08/01/18		07/24/23	996,263	1,000,000	1,066,930	Custodian
2.000%	3.063%		CASPWR-Muni Bond	09/24/18		05/01/22	963,980	1,000,000	1,012,580	Custodian
2.250%	3.092%		CAS-Muni Bond	10/31/18		10/01/23	961,850	1,000,000	1,030,550	Custodian
3.350%	3.350%		Morgan Stanley PVT BK-CD	01/10/19		01/10/24	245,000	245,000	267,714	Custodian
1.980%	2.810%		FAMCA-Bullet	02/01/19		06/30/22	452,510	465,000	478,118	Custodian
2.850%	2.850%		1st MO St Bank - CD	02/13/19		08/14/23	245,000	245,000	261,297	Custodian
3.000%	3.000%		TIAA FSB - CD	02/22/19		02/22/24	245,000	245,000	265,220	Custodian
3.250%	2.536%		FHLB-Bullet	02/25/19		06/09/23	1,028,810	1,000,000	1,088,570	Custodian
2.800%	2.800%		FHLB-Callable Coupon	02/26/19	02/26/21	02/26/24	1,000,000	1,000,000	1,017,640	Custodian
2.370%	2.524%		FFCB-Bullet	03/12/19		02/05/24	992,950	1,000,000	1,067,970	Custodian
3.375%	2.227%		FHLB-Bullet	03/28/19		09/08/23	1,048,330	1,000,000	1,099,380	Custodian



LVMWD Investment Report for the Month Ending April 30, 2020

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
<b>Investments Maturing After Six Months (continued):</b>										
2.750%	2.750%		Comenity CAP Bank-CD	04/30/19		04/30/24	245,000	245,000	263,801	Custodian
3.000%	2.500%		CAS-Muni Bond	05/01/19		04/01/24	1,022,980	1,000,000	1,057,230	Custodian
2.400%	2.400%		1st Choice Bank - CD	05/22/19		11/23/20	245,000	245,000	247,869	Custodian
2.650%	2.650%		Bank of New Eng Salem-CD	05/23/19		05/23/24	245,000	245,000	262,990	Custodian
2.850%	2.850%		St. Bank of India -CD	06/19/19		06/19/24	245,000	245,000	245,774	Custodian
2.160%	1.865%		FFCB-Bullet	06/28/19		06/03/24	1,013,820	1,000,000	1,063,370	Custodian
2.150%	2.150%		Enerbank USA - CD	08/07/19		08/07/24	245,000	245,000	258,299	Custodian
1.590%	1.590%		Maryland St.-Muni Bond	08/28/19		08/01/22	1,000,000	1,000,000	1,006,230	Custodian
2.147%	2.147%		UNIGEN - Muni Bond	08/29/19		06/01/24	1,000,000	1,000,000	1,017,670	Custodian
2.000%	2.000%	2.000%	FFCB-Callable Coupon	09/03/19	09/03/20	09/03/24	1,000,000	1,000,000	1,004,830	Custodian
1.750%	1.750%		1st Farmers BK7Trust-CD	09/04/19		09/04/24	245,000	245,000	254,195	Custodian
1.650%	1.650%	1.650%	FFCB-Callable Coupon	09/09/19	09/09/21	09/09/24	1,000,000	1,000,000	1,016,980	Custodian
1.740%	1.664%		FAMCA-Bullet	09/30/19		09/26/24	1,003,620	1,000,000	1,038,000	Custodian
2.000%	2.000%		FHLB-Callable Coupon	10/02/19	10/02/20	10/02/24	1,000,000	1,000,000	1,004,210	Custodian
1.790%	1.804%		FAMCA-Bullet	11/15/19		11/01/24	999,340	1,000,000	1,040,880	Custodian
2.224%	2.224%		SGTUTL - Nuni Bond	12/18/19		10/01/24	500,000	500,000	510,945	Custodian
1.850%	1.850%		FHLMC-Callable Coupon	12/18/19	12/18/20	12/18/23	1,000,000	1,000,000	1,001,850	Custodian
1.820%	1.820%		FHLB-Callable Coupon	12/23/19	06/23/20	12/23/22	1,000,000	1,000,000	1,001,940	Custodian
1.700%	1.700%		Medallion Bank UT-CD	12/23/19		12/22/23	245,000	245,000	252,918	Custodian
1.850%	1.850%		FHLMC-Callable Coupon	12/30/19	12/28/20	12/28/23	1,000,000	1,000,000	1,009,340	Custodian
1.950%	1.950%		FHLMC-Callable Coupon	01/06/20	01/06/21	01/06/25	1,000,000	1,000,000	1,009,360	Custodian
1.800%	1.800%		Kemba Financial CU-CD	01/08/20		01/08/25	245,000	245,000	254,682	Custodian
1.800%	1.800%		FHLMC-Callable Coupon	01/10/20	01/10/22	01/10/25	1,000,000	1,000,000	1,019,320	Custodian
1.650%	1.650%		Farmers & Merchants BK-CI	01/15/20		01/18/22	245,000	245,000	249,207	Custodian
1.950%	1.950%		Knoxville EE CU - CD	01/16/20		01/16/25	245,000	245,000	256,368	Custodian
1.800%	1.800%		WellsFargo BK West-CD	01/17/20		01/18/22	245,000	245,000	249,834	Custodian
1.800%	1.800%		FHLMC-Callable Coupon	01/30/20	07/30/20	07/30/24	1,000,000	1,000,000	1,002,700	Custodian
1.75%-Up	1.994%		FHLMC-Callable Coupon	02/25/20	08/25/20	02/25/25	1,000,000	1,000,000	1,003,080	Custodian
1.800%	1.800%		PASGEN - Muni Bond	02/26/20		05/01/24	260,000	260,000	258,890	Custodian
1.850%	1.850%		FNMA-Callable Coupon	02/26/20	08/26/20	02/26/25	1,000,000	1,000,000	1,001,970	Custodian
1.646%	1.646%		CASHGR - Muni Bond	02/27/20		11/01/24	400,000	400,000	404,064	Custodian
1.125%	1.125%		FFCB-Callable Coupon	03/17/20	03/17/21	03/17/25	1,000,000	1,000,000	1,002,330	Custodian
1.000%	1.000%		Somerset Trust Co - CD	03/19/20		03/19/25	245,000	245,000	245,269	Custodian
1.000%	1.000%		IBERIABANK - CD	03/20/20		03/20/25	245,000	245,000	245,262	Custodian
1.000%	1.000%		CENERSTATE BK -CD	03/20/20		09/20/21	245,000	245,000	246,436	Custodian
0.950%	0.950%		LAKELAND BK -CD	03/27/20		09/27/21	245,000	245,000	246,269	Custodian
1.050%	1.050%		FHLB-Callable Coupon	04/02/20	10/02/20	04/02/25	1,000,000	1,000,000	1,001,530	Custodian
1.350%	1.350%		Pacific Western Bank - CD	04/16/20		04/16/25	245,000	245,000	249,239	Custodian
1.500%	1.500%		Celtic BK Salt Lake UT - CD	04/17/20		04/17/25	245,000	245,000	251,015	Custodian
1.350%	1.350%		1st Natl BK McGregor - CD	04/28/20		04/28/25	245,000	245,000	249,190	Custodian
			Sub-Total				<u>49,246,797</u>	<u>49,194,684</u>	<u>50,476,270</u>	
			Total Investments				<u>\$53,546,134</u>	<u>\$53,444,684</u>	<u>\$54,734,975</u>	

Interest earnings for the month were as followed:

	Amount Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	\$9	0.010%
Investments	92,779	2.010%
Local Agency Investment Fund (LAIF)	67,145	1.648%
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	0	0.000%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	159	0.091%
<b>Total Earnings</b>	<u>\$160,092</u>	

LVMWD Investment Report for the Month Ending April 30, 2020

Schedule of Investment Balance Limitations (Per District investment policy)

The source of the market valuation is as followed:

Investments (Note 1)

Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)

Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)

Local Agency Investment Fund (LAIF)

Total Amount Invested	% of Total	Max. Limit Allowed
\$53,546,134	58.87%	no limit
10,242	0.01%	1 yr debt pmt.
7,176	0.01%	no limit
37,387,264	41.11%	65,000,000
<b>Total</b>	<b>100.00%</b>	

(Note 2)

Note 1: The average weighted duration for investments, excluding LAIF, is 1,091 days, which is under the assumption that callable coupons will not be called and will be held until maturity.

Note 2: In April 2020, Joint Powers Authority's participation in investment is \$9,648,684.79, of which \$5,093,604.27 (or 52.79%) belongs to LV.

Bank Account Balances as of April 30, 2020:

Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$80,085 (Note 3)
Wells Fargo Bank	Sweep	932,770
Bank of New York Mellon	Money Market	9,171
	<b>Total</b>	<b>\$1,022,026</b>

Note 3: This is bank balance without adjusting for outstanding checks. The total amount of outstanding checks is unavailable at the time of reporting.

"All District investments are included in this report and all investments, except those relating to debt issues and deferred compensation programs funds, conform to District investment policy. All investment transactions within the period covered by this report, except for the exceptions noted above, conform to District investment policy. Deferred compensation program funds are not included in this report; their investment is directed by individual employees participating in the deferred compensation program and not by the District. Debt issue funds are included in this report; their investment is controlled by specific provisions of the issuance documents and not by the District."

"The deposits and investments of the District safeguard the principal and maintain the liquidity needs of the District, providing the District with the ability to meet expenditure requirements for the next six months. The maturity dates are compatible with foreseeable cash flow requirements. The deposits and investments can be easily and rapidly converted into cash without substantial loss of value."

Approved for June 2, 2020 Agenda:

\_\_\_\_\_  
David W. Pedersen, General Manager

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT

TO THE BEST OF MY KNOWLEDGE

\_\_\_\_\_  
Lynda Lo-Hill, Treasurer

Note: Gov. Agency Coupon Notes will distribute interest every six month.

1-CPNRT=1.25% to 11/18; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.

3-CPNRT=1.5% to 6/18; thereafter 2.25%.

2-CPNRT=1.3% to 5/19; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.

4-CPNRT=1.75% to 8/22; thereafter 2.25%.

Definitions

- Disc./Cpn Rate – The yield paid by a fixed income security.
- Yield to Call (YTC) – The rate of return of a security held to call when interest payments, market value and par value are considered.
- Yield to Maturity (YTM) – The rate of return of a security held to maturity when interest payments, market value and par value are considered.
- Bullet – A fixed income security that cannot be redeemed by the issuer until the maturity date.
- Callable – A fixed income security that can be redeemed by the issuer before the maturity date.
- Book Value – The price paid for the security.
- Par Value – The face value of a security.
- Market Value – The current price of a security.
- Sinking Bond – In the case of the CASPWR Bond held by the District, a sinking bond pays a portion of principal on a defined schedule throughout the life of the bond.
- Custodian – The financial institution that holds securities for an investor.

Investment Abbreviations

- FHLB – Federal Home Loan Bank
- FHLMC – Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA – Federal National Mortgage Association (Fannie Mae)
- FFCB – Federal Farm Credit Bank
- FAMCA – Federal Agricultural Mortgage Corporation (Farmer Mac)
- Bonds
  - CAS – State of California
  - CASHGR – California State University
  - CASPWR – State of California Department of Water Resources
  - CTS – State of Connecticut
  - HESDEV – Successor Agency to the Hesperia Redevelopment Agency
  - MDS – State of Maryland
  - MOUSCD – Mountain View Unified School District
  - NEWSCD – Newark, CA Unified School District
  - NYSDEV – New York State Urban Development Revenue Bond
  - SCVWTR – Santa Clara Valley Water District
  - SFOFAC – City and County of San Francisco Community Facilities District
  - SGTUTL – South Gate Utility District
  - SRVSCD – San Ramon, CA Unified School District
  - UNVHGR – University of California

**LVMWD CASH ANALYSIS -April 30, 2020**

	Restricted Cash	Cash Held by Policy	Policy Requirement	Available Funds
101 - Potable Water Operations		11,793,885	9,997,207	
201 - Potable Water Construction	(4,142,315)			
301 - Potable Water Replacement		13,669,732	11,157,814	
603 - Rate Stabilization Fund		<u>8,000,000</u>	<u>8,000,000</u>	
<b>Total Potable Water</b>	<b>(4,142,315)</b>	<b>33,463,617</b>	<b>29,155,021</b>	<b>166,281</b>
102 - Recycled Water Operations		10,212,493	1,100,143	
203 - Recycled Water Construction	(86,595)			
302 - Recycled Water Replacement		7,571,037	2,483,887	
<b>Total Recycled Water</b>	<b>(86,595)</b>	<b>17,783,530</b>	<b>3,584,030</b>	<b>14,112,905</b>
130 - Sanitation Operations		5,393,825	3,291,214	
230 - Sanitation Construction	968,230			
330 - Sanitation Replacement		13,460,989	10,285,867	
<b>Total Sanitation</b>	<b>968,230</b>	<b>18,854,813</b>	<b>13,577,081</b>	<b>6,245,963</b>
606 & 607 - Refunding Revenue Bonds - Reserve Fund	19,414			
701 - Vested Sick Leave Reserve	1,438,402			
720 - Insurance Reserve		7,947,842	7,871,864	<b>75,978</b>
JPA	10,941,150			
Prepaid Connection Fees & Undistributed Interest	4,002,378			
<i>Subtotal</i>	<i>13,140,663</i>	<i>78,049,801</i>		
<b>TOTAL</b>		<b>91,190,465</b>		

**Financial Policy** - Cash required to comply with District's adopted Financial Policy.

**Restricted Cash** - Revenue restricted to a particular purpose.

**Bond Covenants** - Money relating to bond financing that is restricted in use and required by promises made in bond documents.

Funds are reconciled at year-end.



June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject : Financial Review: Third Quarter of Fiscal Year 2019-20**

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**SUMMARY:**

Staff will present the financial review for the third quarter of Fiscal Year 2019-20.

**RECOMMENDATION(S):**

Receive and file the financial review for the third quarter of Fiscal Year 2019-20.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with this action.

**DISCUSSION:**

The third quarter financial review presents data as of March 31, 2020. It is important to note that due to the timing of various projects and payments, the report should primarily be used to identify areas where attention should be focused in response to emerging trends that may affect the District's financial position at year end.

Operating revenues for the third quarter of Fiscal Year 2019-20 was 4.05% lower than budget and 3.88% higher than Fiscal Year 2018-19. Operating expenses were 13.18% lower than budget and 2.62% lower than the prior year. There was a budget adjustment of \$3.44 million made to Potable Water operating revenues to correct an error in budget that will be addressed

in the upcoming budget staff report. Operating revenues were lower than budgeted primarily due to decreased potable water sales. Operating expenses were lower than budgeted due to decreased energy, chemical, and maintenance labor hours associated with lower water sales and due to salary savings from vacant positions.

Attachment A provides a table summarizing the Fiscal Year 2019-20 year-to-date financial results. All data provided is through March 31, 2020.

Attachment B provides a summary of volume of potable water delivered through the third quarter and a summary of the financial results for each enterprise.

Attachment C provides a status update on the District's capital projects.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Angela Saccareccia, Finance Manager

**ATTACHMENTS:**

Attachment A

Attachment B

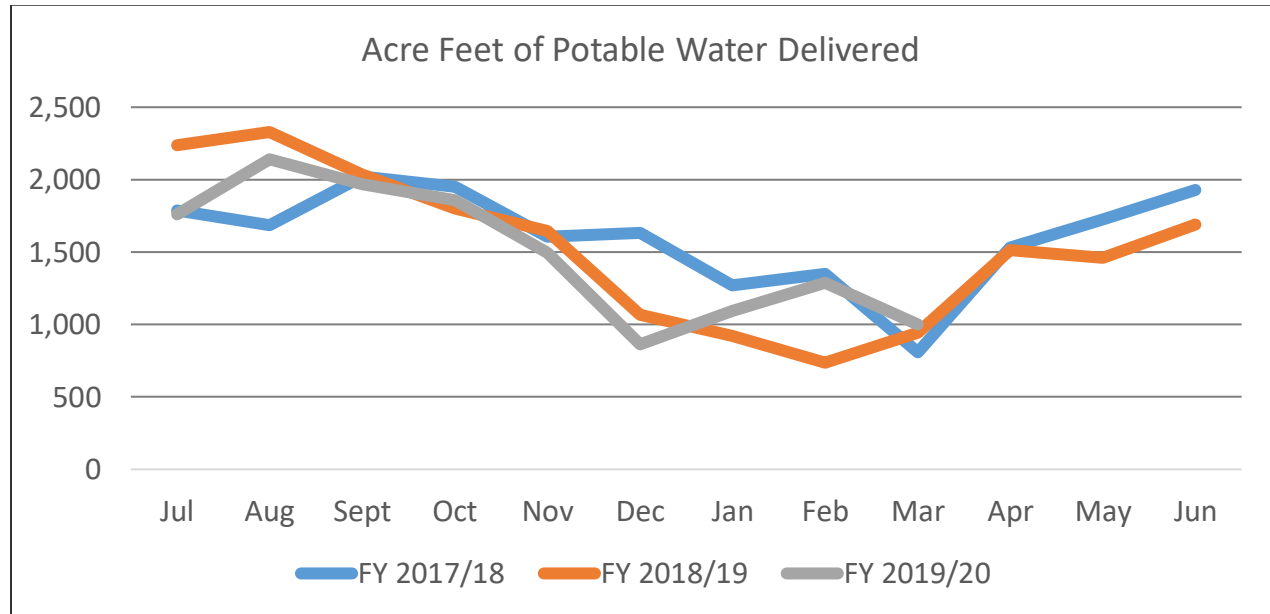
Attachment C

**Las Virgenes Municipal Water District**  
**Quarterly Update - March 31, 2020**  
**Fiscal Year 2019/20 Year to Date**

	FY 2018/19 YTD Actual	FY 2019/20 YTD Budget	FY 2019/20 YTD Actual
<u>All Enterprises</u>			
<b>Total Operating Revenues</b>	<b>\$48,458,647</b>	<b>\$52,460,696</b>	<b>\$50,337,653</b>
Expenses:			
Source of Supply	\$18,420,159	\$21,002,445	\$17,932,727
Purchased Services	\$7,958,018	\$8,282,882	\$6,771,706
O&M Expenses	\$3,779,483	\$3,505,191	\$3,470,914
Administrative	\$7,015,127	\$8,335,761	\$7,552,092
Other	\$675,434	\$1,326,303	\$1,129,795
<b>Total Operating Expenses</b>	<b>\$37,848,221</b>	<b>\$42,452,582</b>	<b>\$36,857,234</b>
Income available for Replacement & Debt Service	<u>\$10,610,426</u>	<u>\$10,008,114</u>	<u>\$13,480,419</u>
<u>Potable Water Operations</u>			
<b>Total Operating Revenues</b>	<b>\$30,518,375</b>	<b>\$33,924,049</b>	<b>\$31,456,475</b>
Expenses:			
Source of Supply	\$15,922,039	\$18,615,059	\$15,927,367
O&M Expenses	\$3,537,891	\$3,201,577	\$3,201,799
Administrative	\$5,406,312	\$6,456,279	\$5,580,244
Other	\$675,089	\$1,296,162	\$1,107,205
<b>Total Operating Expenses</b>	<b>\$25,541,331</b>	<b>\$29,569,077</b>	<b>\$25,816,615</b>
Income available for Replacement & Debt Service	<u>\$4,977,044</u>	<u>\$4,354,972</u>	<u>\$5,639,860</u>
<u>Recycled Water Operations</u>			
<b>Total Operating Revenues</b>	<b>\$3,862,432</b>	<b>\$4,453,897</b>	<b>\$4,571,339</b>
Expenses:			
Source of Supply	\$2,498,120	\$2,387,386	\$2,005,360
O&M Expenses	\$97,005	\$114,924	\$103,410
Administrative	\$484,903	\$601,710	\$504,394
Other	\$345	\$30,141	\$22,590
<b>Total Operating Expenses</b>	<b>\$3,080,373</b>	<b>\$3,134,161</b>	<b>\$2,635,754</b>
Income available for Replacement & Debt Service	<u>\$782,059</u>	<u>\$1,319,736</u>	<u>\$1,935,585</u>
<u>Sanitation Operations</u>			
<b>Total Operating Revenues</b>	<b>\$14,077,840</b>	<b>\$14,082,750</b>	<b>\$14,309,839</b>
Expenses:			
Purchased Services	\$7,958,018	\$8,282,882	\$6,771,706
O&M Expenses	\$144,587	\$188,690	\$165,705
Administrative	\$1,123,912	\$1,277,772	\$1,467,454
Other	\$0	\$4,788	\$0
<b>Total Operating Expenses</b>	<b>\$9,226,517</b>	<b>\$9,754,132</b>	<b>\$8,404,865</b>
Income available for Replacement & Debt Service	<u>\$4,851,323</u>	<u>\$4,328,618</u>	<u>\$5,904,974</u>

**ATTACHMENT B**

During the third quarter of FY 2019-20, acre-feet of potable water delivered decreased 1.78% over the third quarter of FY 2018-19 and decreased 4.54% over the third quarter of FY 2017-18.



**Potable Water Enterprise**

Revenues for potable water were 7.27% below budget and 3.07% above the prior fiscal year. The change in revenue is attributed to the change in usage shown on the chart above. Expenses for potable water operations are 12.69% lower than budget and 1.08% higher than FY 2018-19.

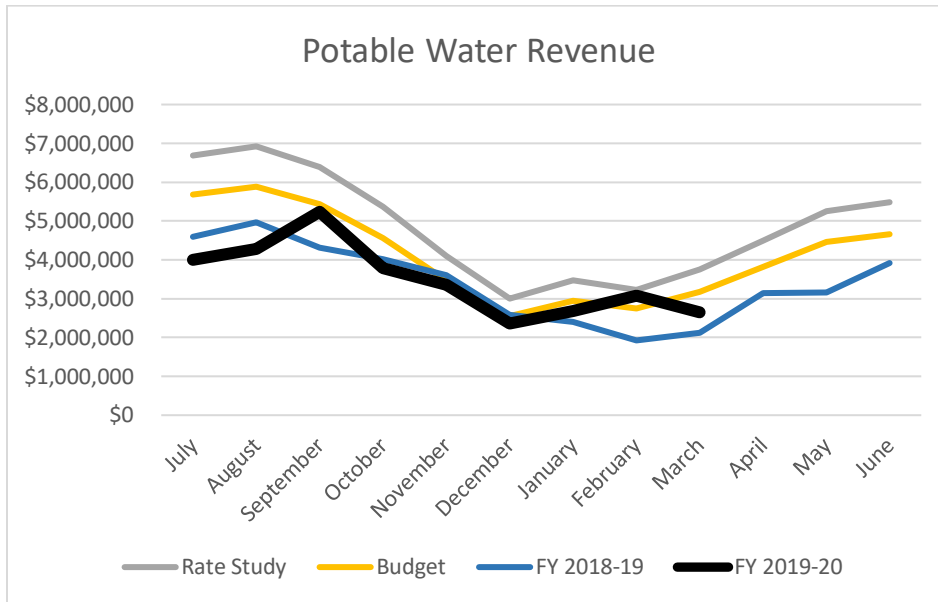
	FY 2018/19 YTD Actual	FY 2019/20 YTD Budget	FY 2019/20 YTD Actual
<b>Total Operating Revenues</b>	<b>\$30,518,375</b>	<b>\$33,924,049</b>	<b>\$31,456,475</b>
Expenses:			
Source of Supply	\$15,922,039	\$18,615,059	\$15,927,367
O&M Expenses	\$3,537,891	\$3,201,577	\$3,201,799
Administrative	\$5,406,312	\$6,456,279	\$5,580,244
Other	\$675,089	\$1,296,162	\$1,107,205
<b>Total Operating Expenses</b>	<b>\$25,541,331</b>	<b>\$29,569,077</b>	<b>\$25,816,615</b>
Income available for Replacement & Debt Service	<u>\$4,977,044</u>	<u>\$4,354,972</u>	<u>\$5,639,860</u>

Equally important to comparing the current fiscal year’s revenue and expenses to prior year and budget is to compare it to the estimates projected during the rate study that was completed in 2015.



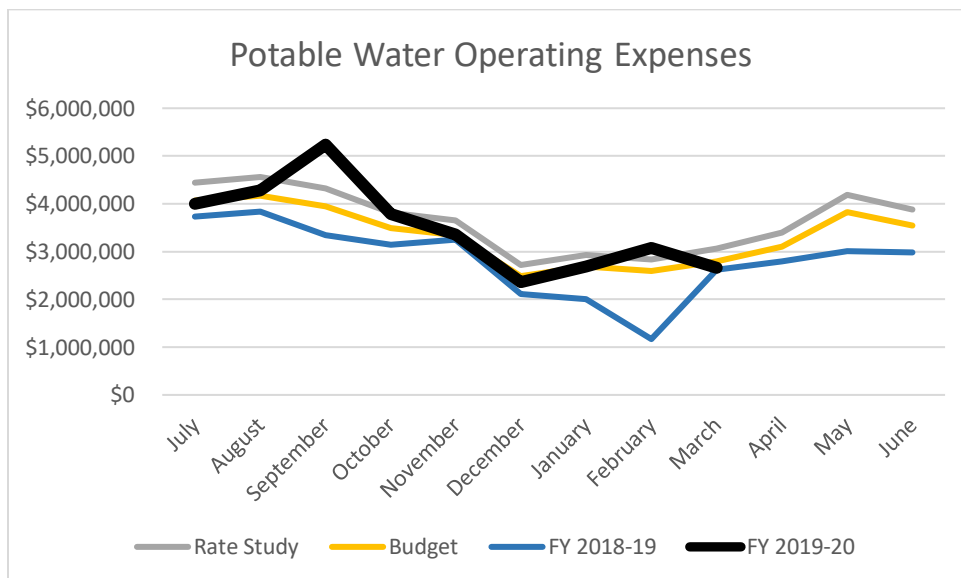
**Potable Water Revenue**

FY 2019-20 Revenue:	\$31,456,475
Rate Study Projected Revenue:	\$42,896,133
Budget:	\$33,924,049

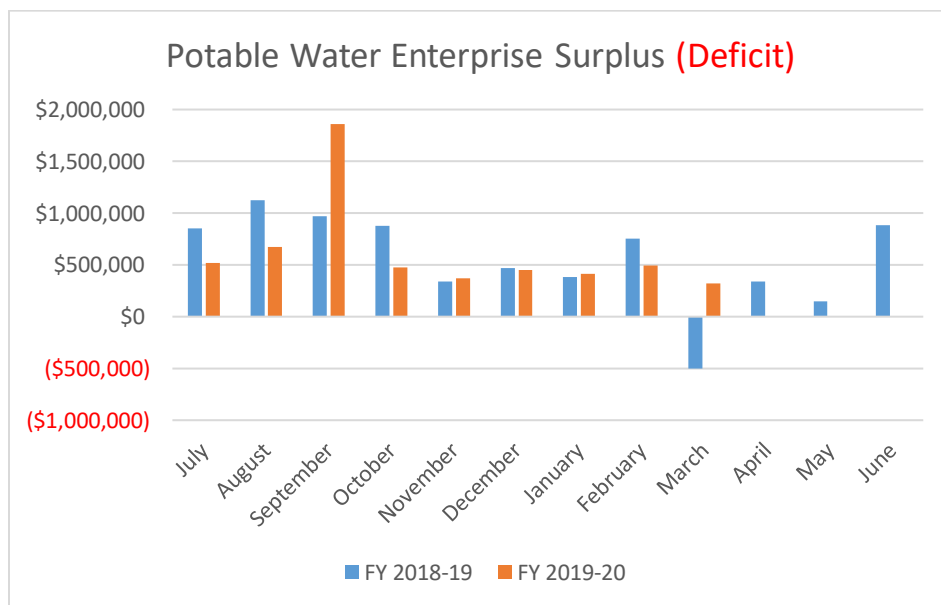
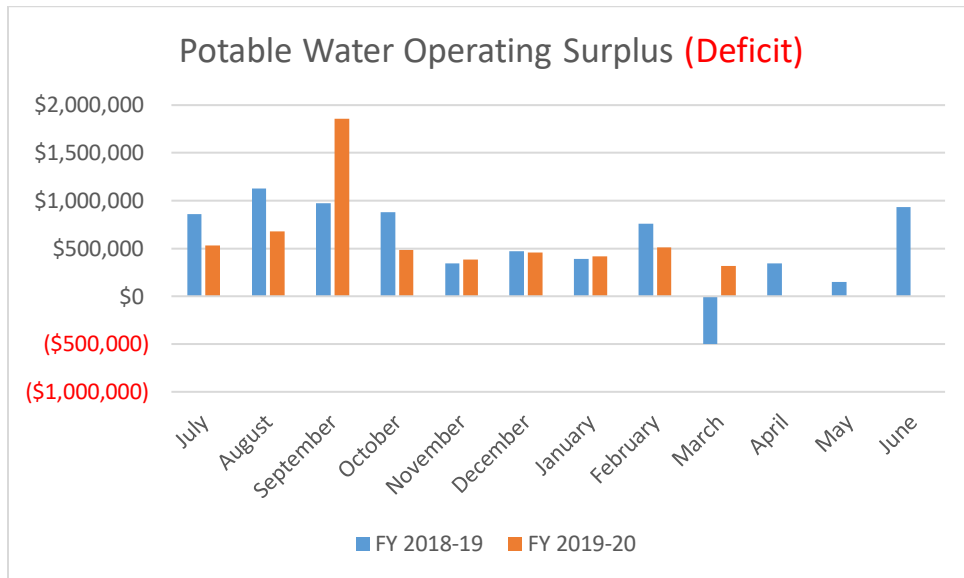


**Potable Water Operating Expenses**

FY 2019-20 Operating Expenses:	\$25,816,615
Rate Study Projected Expenses:	\$32,345,649
Budget:	\$29,569,078



It is also important to measure whether the enterprise as a whole has sufficient revenue to cover both operating cost and the portion of capital expenditures that are dependent on rate revenue. The charts below show the potable water operating and the enterprise's surplus or (deficit) for each month of FY 2019-20 and FY 2018-19. The potable water enterprise had a fiscal year-to-date operating surplus of \$5.64 million and an enterprise surplus of \$5.57 million during the third quarter of the fiscal year. The District depends on operating surplus to fund capital projects and to rebuild the shortfall in policy-required reserves.



**Recycled Water Enterprise**

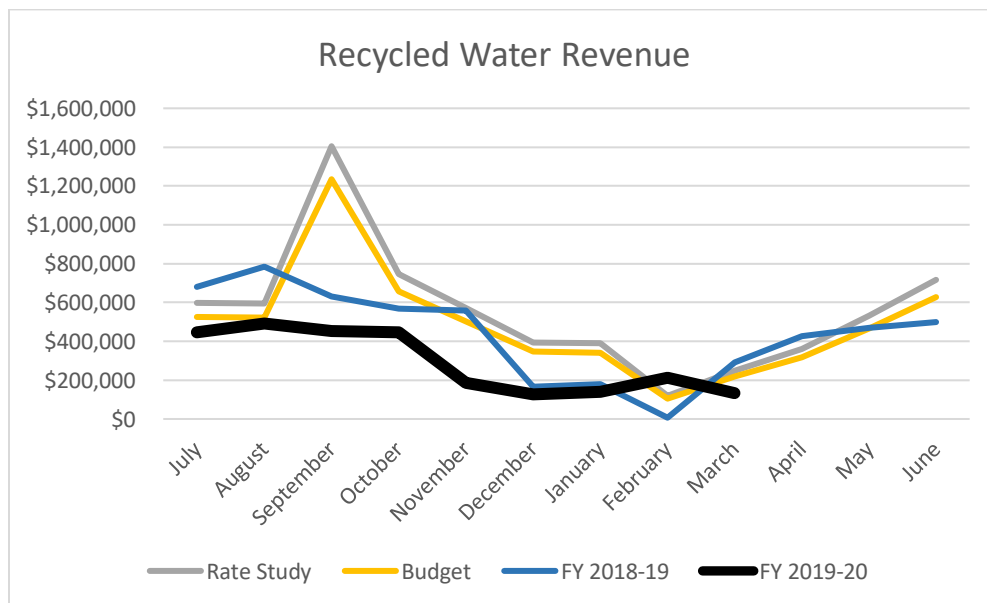
Revenues for recycled water were 2.64% above budget and 18.35% above the prior fiscal year. The increase in revenue is attributed to continued increases in recycled water usage. Expenses for recycled water were 15.90% below budget and 14.43% below prior year expenditures primarily due to decreased recycled water sales earlier in the year.

The charts below compare the current fiscal year’s revenue and expenses to the current year budget and estimates projected during the rate study that was completed in 2015.

	FY 2018/19 YTD Actual	FY 2019/20 YTD Budget	FY 2019/20 YTD Actual
<b>Total Operating Revenues</b>	<b>\$3,862,432</b>	<b>\$4,453,897</b>	<b>\$4,571,339</b>
Expenses:			
Source of Supply	\$2,498,120	\$2,387,386	\$2,005,360
O&M Expenses	\$97,005	\$114,924	\$103,410
Administrative	\$484,903	\$601,710	\$504,394
Other	\$345	\$30,141	\$22,590
<b>Total Operating Expenses</b>	<b>\$3,080,373</b>	<b>\$3,134,161</b>	<b>\$2,635,754</b>
Income available for Replacement & Debt Service	<u>\$782,059</u>	<u>\$1,319,736</u>	<u>\$1,935,585</u>

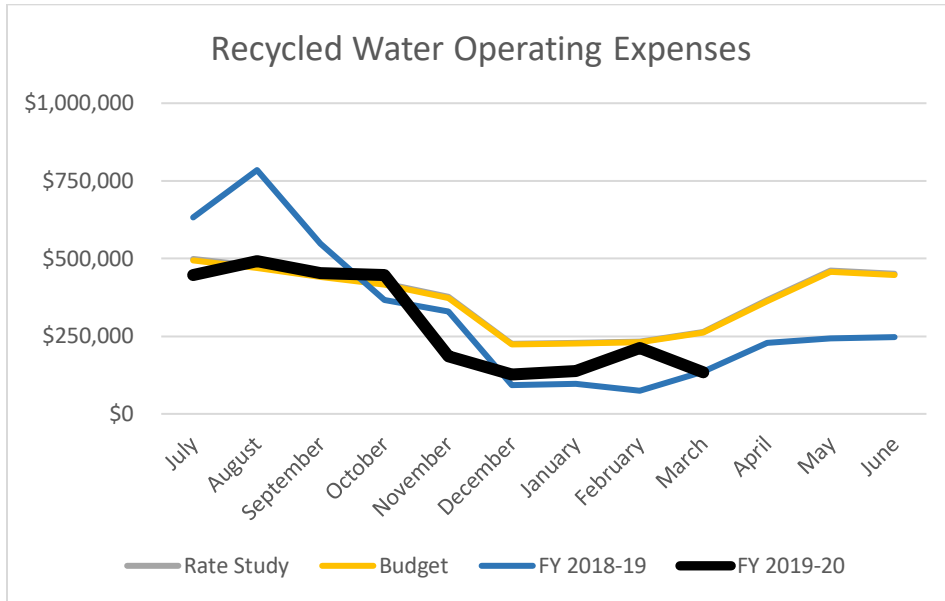
**Recycled Water Revenue**

FY 2019-20 Revenue:	\$4,571,340
Rate Study Projected Revenue:	\$5,067,070
Budget:	\$4,453,897

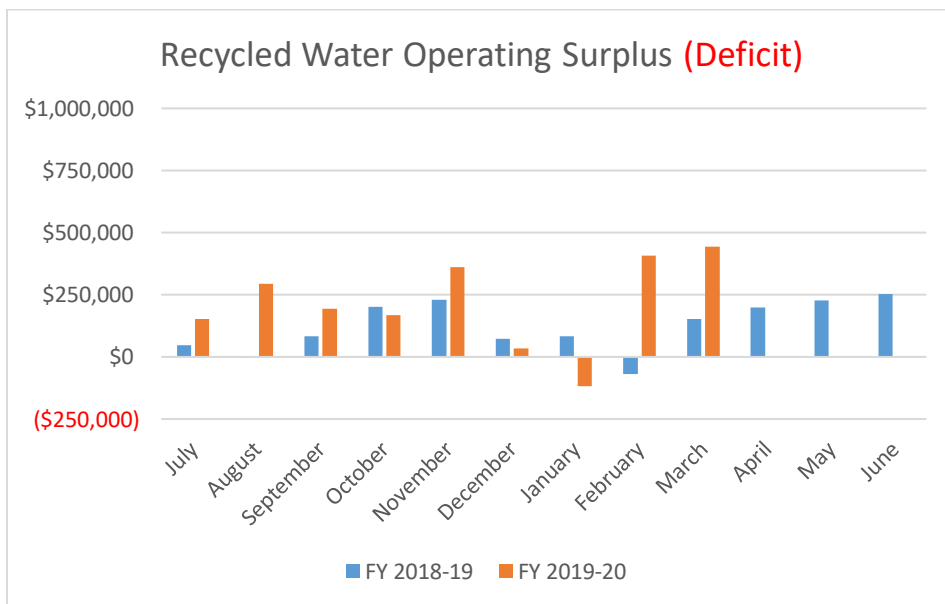


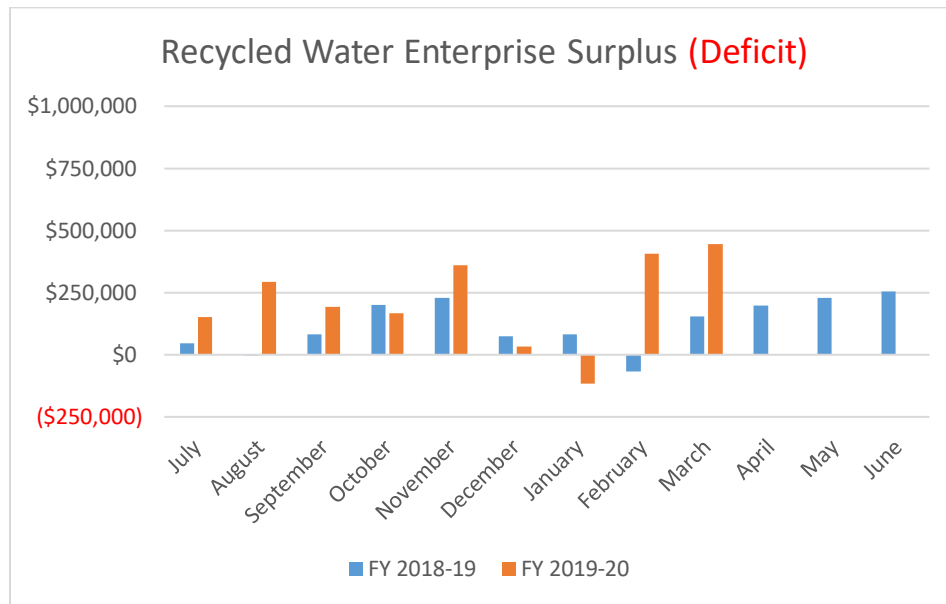
**Recycled Water Operating Expenses**

FY 2019-20 Operating Expenses:	\$2,635,753
Rate Study Projected Expenses:	\$3,163,550
Budget:	\$3,134,161



The charts below show the recycled water operating and the enterprise’s surplus or (deficit) for each month of FY 2019-20 and FY 2018-19. Recycled water has a fiscal year-to-date operating surplus of \$1.9 million and an enterprise surplus of \$1.9 million.





**Sanitation Enterprise**

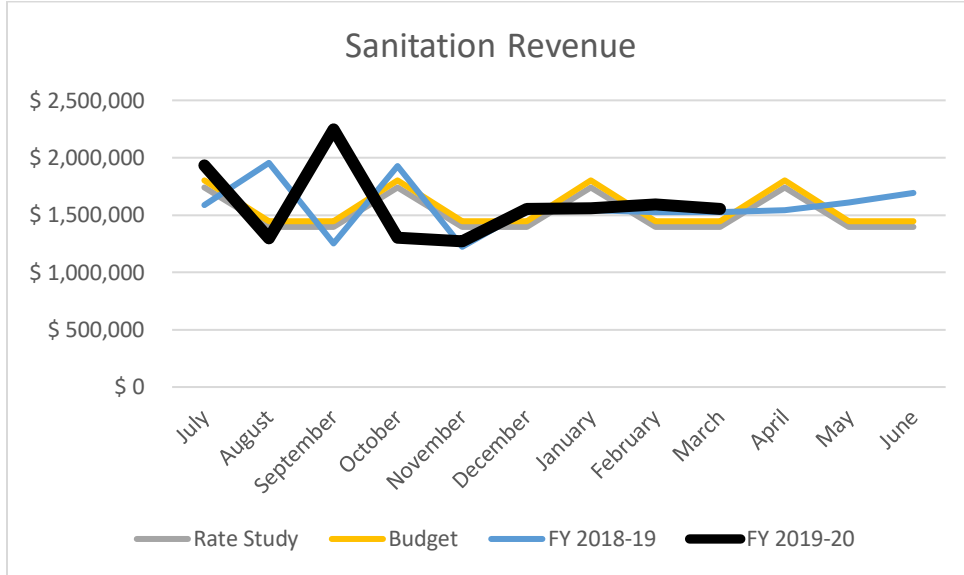
Revenues for sanitation were 1.61% above budget and 1.65% above the prior fiscal year. The increase in revenues is attributed to the rate adjustment that was implemented in January 2016. Expenses for sanitation were 13.83% below budget and 8.91% below prior year expenditures.

	FY 2018/19 YTD Actual	FY 2019/20 YTD Budget	FY 2019/20 YTD Actual
<b>Total Operating Revenues</b>	<b>\$14,077,840</b>	<b>\$14,082,750</b>	<b>\$14,309,839</b>
Expenses:			
Purchased Services	\$7,958,018	\$8,282,882	\$6,771,706
O&M Expenses	\$144,587	\$188,690	\$165,705
Administrative	\$1,123,912	\$1,277,772	\$1,467,454
Other	\$0	\$4,788	\$0
<b>Total Operating Expenses</b>	<b>\$9,226,517</b>	<b>\$9,754,132</b>	<b>\$8,404,865</b>
Income available for Replacement & Debt Service	<u>\$4,851,323</u>	<u>\$4,328,618</u>	<u>\$5,904,974</u>

The charts below compare the current fiscal year’s revenue and expenses to the current year budget and estimates projected during the rate study that was completed in 2015. The zig zag pattern in revenue is a reflection of the District’s 30 day billing cycle contrasted to actual months.

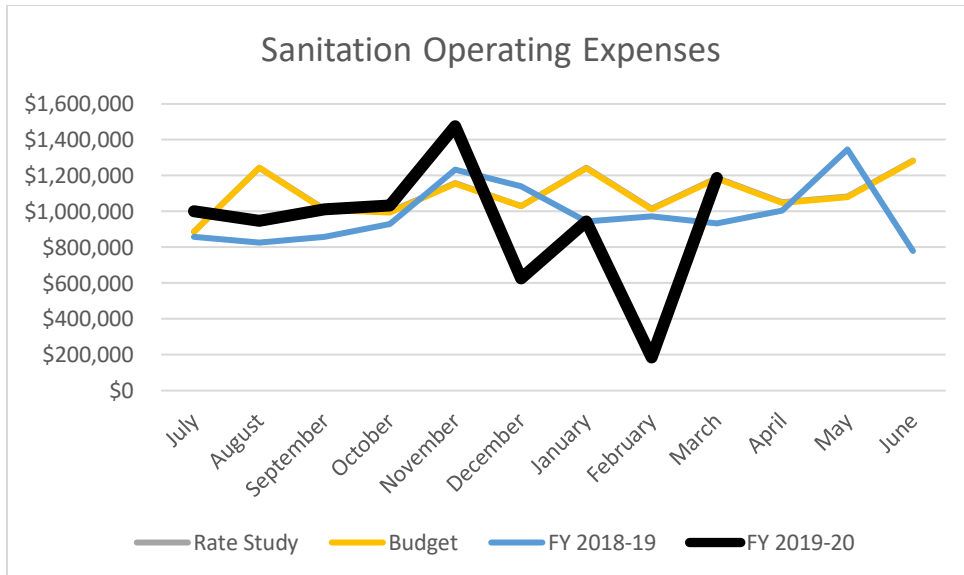
**Sanitation Revenue**

FY 2019-20 Revenue:	\$14,309,840
Rate Study Projected Revenue:	\$13,599,587
Budget:	\$14,082,750

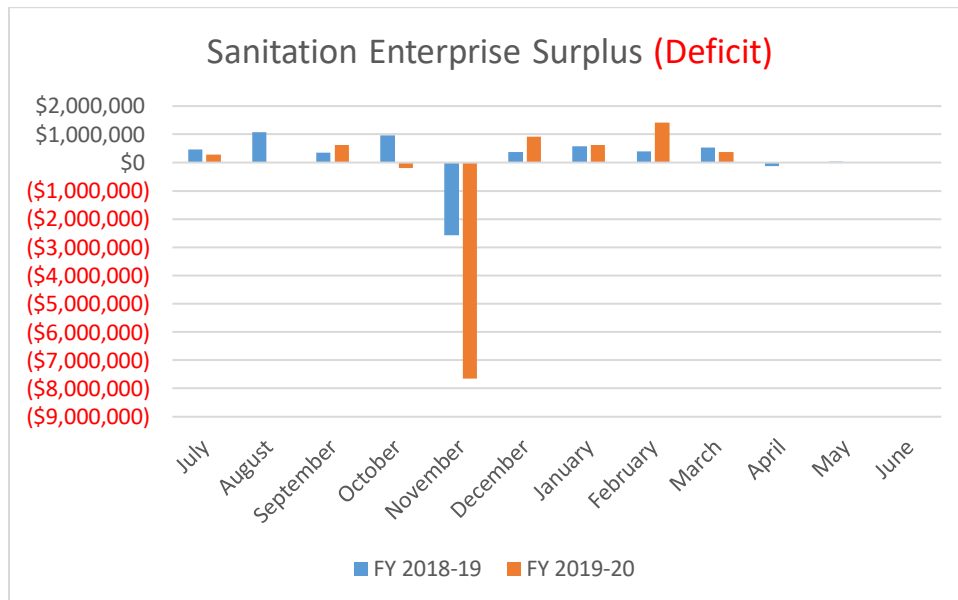
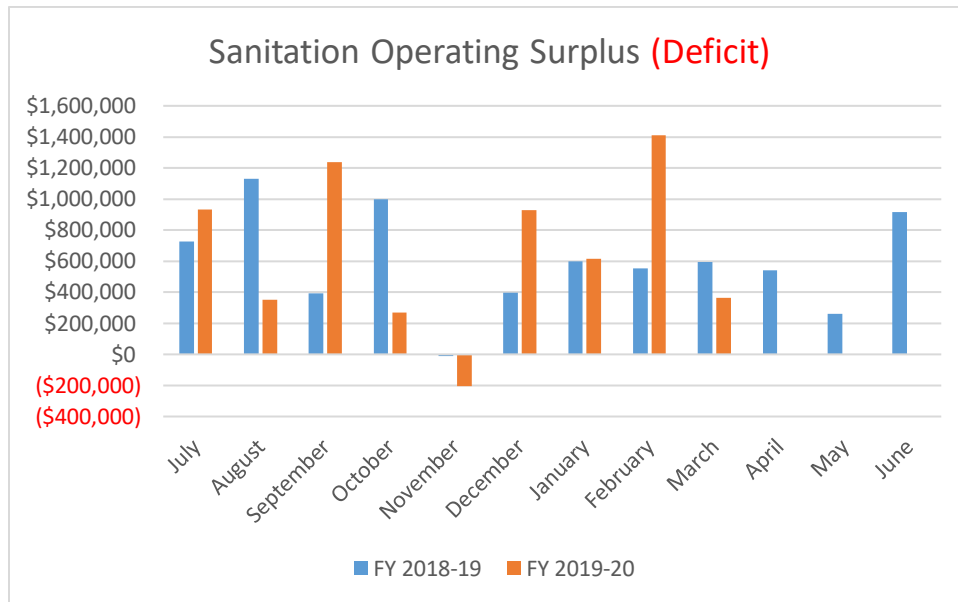


**Sanitation Operating Expenses**

FY 2019-20 Operating Expenses:	\$8,404,864
Rate Study Projected Expenses:	\$9,773,550
Budget:	\$9,754,132

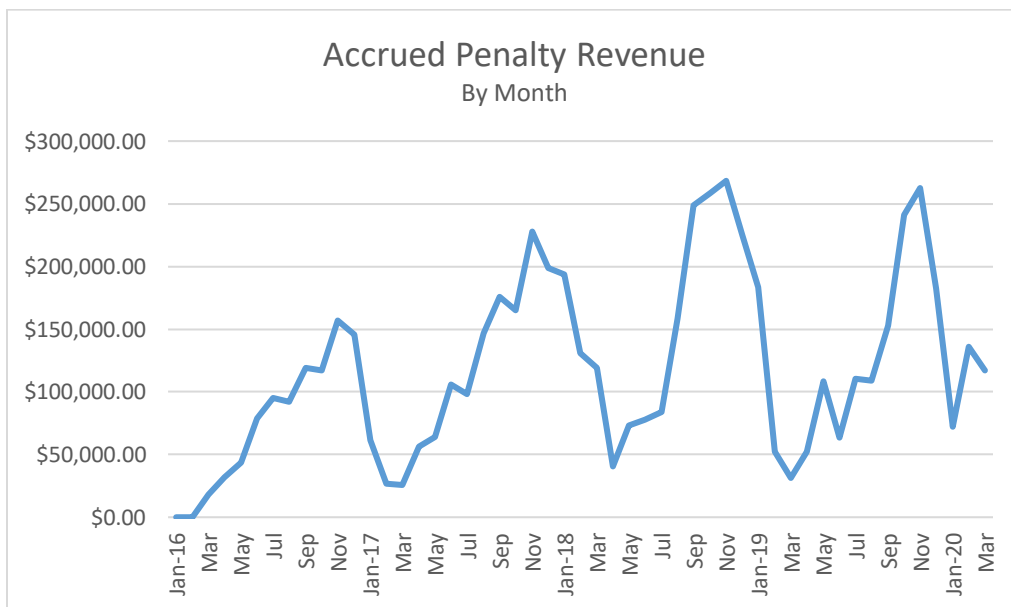
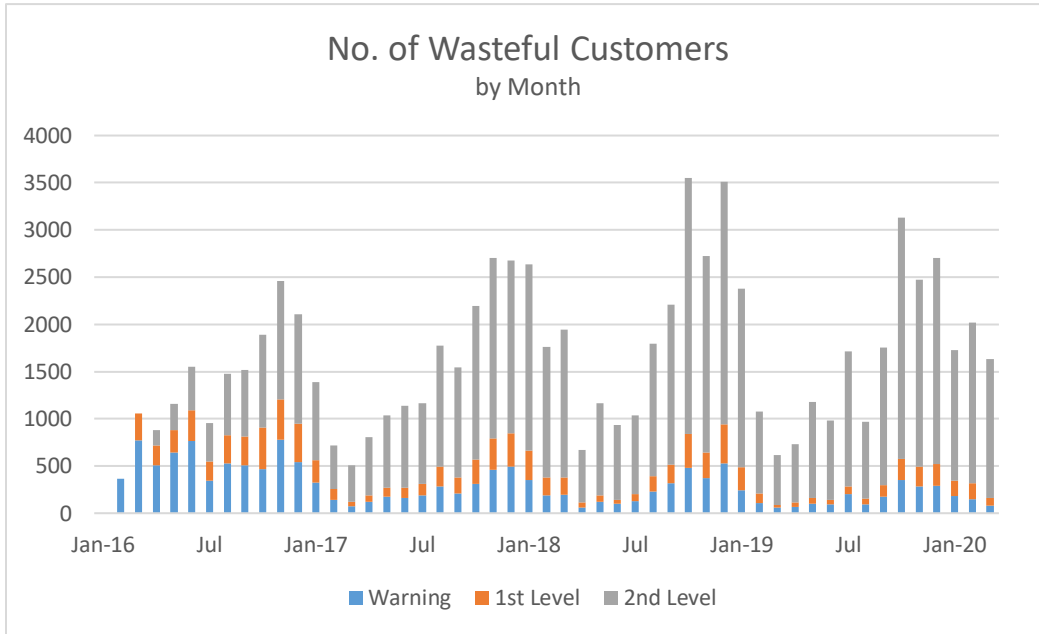


The chart below shows the Sanitation Enterprise operating surplus or (deficit) for each month of FY 2019-20 and FY 2018-19. Sanitation has a fiscal year-to-date operating surplus of \$2.6 million and an enterprise deficit of \$3.6 million. The Sanitation Enterprise year to date deficit is due to the early redemption of the 2009 Sanitation Bonds.



**Penalties**

Effective January 1, 2016, the District implemented a penalty structure to fine customers for wasteful use of water. Wasteful use was defined as using more than 200% of the assigned water budget. In the current Fiscal Year, the District has accrued \$1.383 million in penalties.





***Las Virgenes Municipal Water District  
Capital Improvement Project Status  
March 31, 2020***

<b><i>Job # - Description</i></b>	<b><i>Total Project Appropriations</i></b>	<b><i>Prior Year Expenditures</i></b>	<b><i>Current Year Expenditures</i></b>	<b><i>Total Project Expenditures</i></b>	<b><i>Balance Available</i></b>
<b><i>Completed Projects</i></b>					
<b>10626 - Process Air Improvements</b>	<b>\$5,829,710</b>	<b>\$2,240,138</b>	<b>\$3,598,589</b>	<b>\$5,838,727</b>	<b>(\$9,017)</b>
The first phase is to replace the existing Roots blowers with new, high efficiency, single stage blowers. To replace the air diffusers in the aeration basins with new full floor mounted fine bubble diffusers.					
Additional appropriation \$100,000 approved by JPA Board 7/1/19, Item 6A					
Final Acceptance approved by JPA Board 12/09/2019, Item 4C					
<b>Total Completed Projects</b>	<b>\$5,829,710</b>	<b>\$2,240,138</b>	<b>\$3,598,589</b>	<b>\$5,838,727</b>	<b>(\$9,017)</b>
<b><i>Projects to complete by June 30, 2020</i></b>					
<b>10608 - Rancho Amndmnt Bin&amp;Convync Mod</b>	<b>\$2,070,518</b>	<b>\$1,738,370</b>	<b>\$176,109</b>	<b>\$1,914,479</b>	<b>\$156,039</b>
The project consists of installing a new smaller amendment bin and modification to the conveyor system to simplify the amendment conveyance process.					
<b>10638 - Demonstration Project</b>	<b>\$4,579,394</b>	<b>\$837,342</b>	<b>\$2,742,602</b>	<b>\$3,579,944</b>	<b>\$999,450</b>
sub project of 10635 Pure Water Project					
Additional appropriation \$185,934 approved by JPA Board 7/1/19, Item 6A.					
Additional appropriation \$802,262 approved by JPA Board 10/7/19, Item 6A.					
<b>10642 - Wstlk P/S &amp; FltrPlnt Landscape</b>	<b>\$42,900</b>	<b>\$7,754</b>	<b>\$10,095</b>	<b>\$17,849</b>	<b>\$25,051</b>
Relandscape areas near the Westlake Pump station and around Westlake filtration plant					
Additional appropriation \$15,072 approved 3/3/20, Item 9A					
<b>10659 - Vehicle Replacement FY 18-19</b>	<b>\$175,000</b>	<b>\$0</b>	<b>\$171,387</b>	<b>\$171,387</b>	<b>\$3,613</b>
Annual fleet vehicle replacements.					
<b>10664 - IT Capital Purchases FY 18-19</b>	<b>\$75,000</b>	<b>\$12,449</b>	<b>\$0</b>	<b>\$12,449</b>	<b>\$62,551</b>
Purchase of Information Technology related software and equipment.					
<b>10667 - Tapia Headworks White Room</b>	<b>\$421,938</b>	<b>\$52,373</b>	<b>\$61,620</b>	<b>\$113,993</b>	<b>\$307,945</b>
Modification or replacement is needed for the floor plates and steel framing floor plate supports in the white room located at Tapia's headworks building.					
Additional appropriation \$9,498 approved by JPA Board 12/9/19, Item 6B					
<b>10676 - Mobile Emrgncy Gntrr Purch</b>	<b>\$300,000</b>	<b>\$279,895</b>	<b>\$0</b>	<b>\$279,895</b>	<b>\$20,105</b>
Purchase two (2) 225kW mobile generators that can be used alone or in parallel.					

<i>Job # - Description</i>	<i>Total Project Appropriations</i>	<i>Prior Year Expenditures</i>	<i>Current Year Expenditures</i>	<i>Total Project Expenditures</i>	<i>Balance Available</i>
<b>Projects to complete by June 30, 2020</b>					
<b>10695 - Rancho Reliability Imprv 19-20</b> Replace or rehabilitate facilities and equipment at the Rancho facility based on failure, exceedence of useful life, or obsolescence.	<b>\$100,000</b>	<b>\$0</b>	<b>\$26,697</b>	<b>\$26,697</b>	<b>\$73,303</b>
<b>10696 - TWRf Reliability Imprv. FY 19-2</b> Replace or rehabilitate facilities and equipment at the Tapia facility based on failure, exceedence of useful life, or obsolescence.	<b>\$100,000</b>	<b>\$0</b>	<b>\$19,475</b>	<b>\$19,475</b>	<b>\$80,525</b>
<b>10697 - Vehicle Replacement FY 19-20</b> Annual fleet vehicle replacements.	<b>\$175,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$175,000</b>
<b>10698 - IT Capital Purchases FY 19-20</b> Purchase of Information Technology related software and equipment.	<b>\$75,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$75,000</b>
<b>10708 - PW Main Rpl-Jim Bridger Rd.</b> Emergency replacement of the 6-inch asbestos cement water main on Jim Bridger Road. Appropriation of \$50,000 approved 9/3/19, Item 7A Additional appropriation of \$100,000 approved 9/17/19, Item 8A Additional appropriation of \$230,759 approved 9/26/19, Item 4B Additional appropriation of \$17,391 approved 10/15/19, Item 8A Additional appropriation \$11,596 approved 3/3/20, Item 4G	<b>\$398,150</b>	<b>\$0</b>	<b>\$279,218</b>	<b>\$279,218</b>	<b>\$118,932</b>
<b>Total Projects to complete by June 30, 2020</b>	<b>\$8,512,900</b>	<b>\$2,928,183</b>	<b>\$3,487,203</b>	<b>\$6,415,386</b>	<b>\$2,097,514</b>
<b>Multi-Year Projects</b>					
<b>10430 - Twin Lakes P/S Pipeline Proj.</b> New pipeline through Chatsworth Park to the Twin Lakes pump station.	<b>\$1,611,458</b>	<b>\$276,696</b>	<b>\$36,041</b>	<b>\$312,737</b>	<b>\$1,298,721</b>
<b>10556 - INTERCONNECTION WITH CMWD</b> Design and construct a potable water interconnection with the Calleguas Municipal Water District. Funding from Prop 84 IRWM 2015	<b>\$5,206,566</b>	<b>\$403,779</b>	<b>\$25,458</b>	<b>\$429,237</b>	<b>\$4,777,329</b>
<b>10629 - Cny Oaks Prk RW Main Extension</b> This extension will serve the City of Westlake Village's Oak Canyon Park and eliminate a long private service line to Yerba Buena School. Funding from Prop 84 IRWM 2015	<b>\$399,780</b>	<b>\$7,451</b>	<b>\$0</b>	<b>\$7,451</b>	<b>\$392,329</b>
<b>10567 - Progmbler Logic Contrlr Upgrd</b> Replace obsolete programmable logic controllers and upgrade other electrical equipment at Tapia.	<b>\$1,311,560</b>	<b>\$107,455</b>	<b>\$38,365</b>	<b>\$145,820</b>	<b>\$1,165,740</b>
<b>10593 - CIS Infinity Software Upgrade</b> Purchase and migrate to latest version of District's billing system.	<b>\$150,000</b>	<b>\$117,089</b>	<b>\$21,761</b>	<b>\$138,850</b>	<b>\$11,150</b>

<i>Job # - Description</i>	<i>Total Project Appropriations</i>	<i>Prior Year Expenditures</i>	<i>Current Year Expenditures</i>	<i>Total Project Expenditures</i>	<i>Balance Available</i>
<b>Multi-Year Projects</b>					
<b>10619 - Summer Season 2013 TMDL Compln</b>	<b>\$1,449,985</b>	<b>\$178,175</b>	<b>\$195,939</b>	<b>\$374,114</b>	<b>\$1,075,871</b>
Construction of a 1MGD "side stream" treatment facility at Tapia to treat stream flow augmentation discharges to the 2013 TMDL limits of 1 mg/L total nitrogen and 0.1 mg/L total phosphorous. The cost estimate is based on membrane technology.					
<b>10635 - PURE WATER PROJECT</b>	<b>\$3,456,482</b>	<b>\$148,654</b>	<b>\$30,879</b>	<b>\$179,533</b>	<b>\$3,276,949</b>
This project funds preliminary studies, outreach, CEQA analysis, preliminary design and final design. Project 10637 Facility Siting Study was completed in prior year for \$180,777. Project 10650 Land Acquisition was completed in prior year for \$2,109,359 Project 10636 Mixing and Dilution Study was completed in prior year for \$337,500					
<b>10707 - Brine Discharge Mgmnt Proj.</b>	<b>\$210,945</b>	<b>\$0</b>	<b>\$36,885</b>	<b>\$36,885</b>	<b>\$174,060</b>
sub-project of 10635 Pure Water Project. Regional Brine Management Study and Multi-Agency reimbursement agreement approved by JPA Board 8/5/19, Item 6C					
<b>10655 - Cornell P/S Upgrades</b>	<b>\$281,400</b>	<b>\$63,123</b>	<b>\$64,651</b>	<b>\$127,774</b>	<b>\$153,626</b>
evaluation and upgrading the Cornell Pump Station to modernize the electrical and mechanical equipment including VFD's and motors and evaluate if the natural gas system should be upgraded or converted to electricity. In addition opportunities for increas					
<b>10660 - AMR Implementation- FY 18-19</b>	<b>\$585,000</b>	<b>\$83,252</b>	<b>\$54,466</b>	<b>\$137,718</b>	<b>\$447,282</b>
Install Automated Meter Reading/Advanced Metering Infrastructure (AMR/AMI).					
<b>10663 - ERP System</b>	<b>\$1,500,000</b>	<b>\$222,166</b>	<b>\$101,583</b>	<b>\$323,749</b>	<b>\$1,176,251</b>
Replacement of the Enterprise Resources Planning Program. This project will select and implement a new ERP program.					
<b>10665 - Cordillera Tank Rehab</b>	<b>\$1,201,267</b>	<b>\$39,879</b>	<b>\$23,889</b>	<b>\$63,768</b>	<b>\$1,137,499</b>
Rehabilitation including interior and exterior coating, valve and appurtenance upgrades and replacements, restoration of deteriorated asphalt, and work to ensure up-to-date compliance for safety and water quality equipment.					
<b>10666 - Calabasas Prk RW Main Extensn</b>	<b>\$320,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$320,000</b>
Install approximately 1,200 LF of 6-8 inch pipeline to loop the existing recycled water system.					
<b>10668 - RLV Storm Wtr Divsn Strctr Rpl</b>	<b>\$41,767</b>	<b>\$3,746</b>	<b>\$0</b>	<b>\$3,746</b>	<b>\$38,021</b>
Replacement of the two storm water diversion structures at the Rancho Las Virgenes Composting Facility. Increase the size and length of the farm field discharge pipeline.					
<b>10669 - Dev Tour Seating Area @ Tapia</b>	<b>\$25,000</b>	<b>\$14,035</b>	<b>\$0</b>	<b>\$14,035</b>	<b>\$10,965</b>
Develop tour seating area at Tapia adjacent to the control building					
<b>10671 - Saddle Peak Tank Rehab</b>	<b>\$1,028,880</b>	<b>\$52,878</b>	<b>\$32,250</b>	<b>\$85,128</b>	<b>\$943,752</b>
Rehabilitation including interior and exterior coating, valve and appurtenance upgrades and replacements, restoration of deteriorated asphalt, and work to ensure up-to-date compliance for safety and water quality equipment					

<i>Job # - Description</i>	<i>Total Project Appropriations</i>	<i>Prior Year Expenditures</i>	<i>Current Year Expenditures</i>	<i>Total Project Expenditures</i>	<i>Balance Available</i>
<b>Multi-Year Projects</b>					
<b>10672 - Statory Emrgncy Gnrtr-PW P/S</b>	<b>\$387,868</b>	<b>\$113,343</b>	<b>\$198,118</b>	<b>\$311,461</b>	<b>\$76,407</b>
This project is to study and design the installation of stationary emergency generators at several critical potable water pump stations including Jed Smith, Cold Canyon and Twin Lakes					
<b>10674 - PR Station #45(Kimberly) Rehab</b>	<b>\$287,514</b>	<b>\$15,355</b>	<b>\$0</b>	<b>\$15,355</b>	<b>\$272,159</b>
Install new supply piping, pressure reducing valves (Cla-Val) and isolation valves with corrosion control coatings applied.					
<b>10675 - PR Station #32(Chimney) Rehab</b>	<b>\$345,337</b>	<b>\$17,639</b>	<b>\$0</b>	<b>\$17,639</b>	<b>\$327,698</b>
Install new supply piping, pressure reducing valves (Cla-Val) and isolation valves with corrosion control coatings applied					
<b>10677 - Gnrtr Connections @PW P/S</b>	<b>\$45,000</b>	<b>\$14,334</b>	<b>\$0</b>	<b>\$14,334</b>	<b>\$30,666</b>
Replace generator connections at potable water pump stations					
<b>10678 - Deerlake Tnk/TwinLk P/S Imprv</b>	<b>\$2,610,970</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,610,970</b>
To construct additional 600,000 gallons of storage capacity and 620 GPM of pumping capacity in the Twin Lakes subsystem.					
<b>10685 - Deerlake Tnk Construction</b>	<b>\$0</b>	<b>\$0</b>	<b>\$8,129</b>	<b>\$8,129</b>	<b>(\$8,129)</b>
sub-project of 10678 Deerlake Tnk/TwinLk P/S Imprv					
<b>10686 - TwinLakes P/S Improvement</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,451</b>	<b>\$24,451</b>	<b>(\$24,451)</b>
sub-project of 10678 Deerlake Tnk/TwinLk P/S Imprv					
<b>10679 - New Fire Panel @ Building#8</b>	<b>\$110,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$110,000</b>
Replace existing fire panel and all attached devices					
<b>10680 - RLV Digester Cleaning &amp; Repair</b>	<b>\$2,822,155</b>	<b>\$438,305</b>	<b>\$64,245</b>	<b>\$502,550</b>	<b>\$2,319,605</b>
Clean out and make all necessary repairs to digesters #2. the scope of repairs is based on the recently completed rehabilitation of digester # 1. Additional appropriation \$714,379 approved by JPA Board 12/9/19, Item 6C					
<b>10683 - Boardroom Audio/Video Upgrd</b>	<b>\$60,000</b>	<b>\$2,875</b>	<b>\$9,063</b>	<b>\$11,938</b>	<b>\$48,062</b>
Upgrade the board room audio visual system.					
<b>10684 - Upper Oaks P/S Electric Upgrd</b>	<b>\$10,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,000</b>
The Upper Oaks Pump Station capacity was increased to meet high demands in the sub-system. However the increase capacity limits the number of pumps that can be operated due to the increased electrical draw. This project will analyze and increase the ele					
<b>10688 - Rancho Solar Gen.-Ph II</b>	<b>\$596,555</b>	<b>\$400,986</b>	<b>\$0</b>	<b>\$400,986</b>	<b>\$195,569</b>
Rancho Solar Generation Project Phase II: Service Agreement for Wholesale Distribution Service and Rule 21 Generator Interconnection Agreement Reimbursable expense of an interconnection facility.					
<b>10689 - WoolseyFire Rpr - Rancho</b>	<b>\$1,989,455</b>	<b>\$2,943</b>	<b>\$194,662</b>	<b>\$197,605</b>	<b>\$1,791,850</b>
Woolsey Fire Facility Repair. Appropriation of \$46,955 for engineering design and support services during construction approved by JPA Board 3/28/2019, Item 6E.					

<i>Job # - Description</i>	<i>Total Project Appropriations</i>	<i>Prior Year Expenditures</i>	<i>Current Year Expenditures</i>	<i>Total Project Expenditures</i>	<i>Balance Available</i>
<b>Multi-Year Projects</b>					
<b>10690 - WoolseyFire Rpr- WFP</b>	<b>\$2,016,925</b>	<b>\$0</b>	<b>\$69,896</b>	<b>\$69,896</b>	<b>\$1,947,029</b>
Woolsey Fire Facility Repair. Appropriation of \$74,425 for engineering design and support services during construction approved by LV Board 3/26/2019, Item 8B.					
<b>10691 - WoolseyFire Rpr-LV Facilities</b>	<b>\$908,493</b>	<b>\$0</b>	<b>\$32,590</b>	<b>\$32,590</b>	<b>\$875,903</b>
Woolsey Fire Facility Repair. Appropriation of \$75,993 for engineering design and support services during construction approved by LV Board 3/26/2019, Item 8B.					
<b>10692 - WoolseyFire Rpr-JPA Facilities</b>	<b>\$878,612</b>	<b>\$0</b>	<b>\$3,897</b>	<b>\$3,897</b>	<b>\$874,715</b>
Woolsey Fire Facility Repair. Appropriation of \$46,112 for engineering design and support services during construction approved by JPA Board 3/28/2019, Item 6E.					
<b>10693 - Pavement Restoration Rancho</b>	<b>\$533,320</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$533,320</b>
Pavement restoration/slurry at Rancho					
<b>10694 - Building 8 Office Space Rehab.</b>	<b>\$426,100</b>	<b>\$0</b>	<b>\$35,417</b>	<b>\$35,417</b>	<b>\$390,683</b>
Replace carpet, paint, and other interior features are showing wear and have reached their useful life.					
<b>10699 - Calabasas Highlands Pipeln Rpr</b>	<b>\$102,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$102,500</b>
Repair and replace approximately 1,000 feet of asbestos concrete (AC) potable water main located in Calabasas Highlands.					
<b>10700 - Troutdale Pipeline-WoolseyFire</b>	<b>\$330,000</b>	<b>\$0</b>	<b>\$25,446</b>	<b>\$25,446</b>	<b>\$304,554</b>
Water main break/failure due to LA County bridge collapse.					
<b>10702 - Tapia Efflnt P/S Feeder Reloc</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
Remove or abandon in place existing 4160 volt feeders currently suspended from the top slab of the Effluent Pump Station wet well, underneath the existing MCCs.Perform electrical design and replace the overhead 4160 volt feeders.					
<b>10704 - Equestrian Tnk Concrct Colm Rpr</b>	<b>\$61,500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$61,500</b>
Rehabilitation of concrete column pedestals in Equestrian tank.					
<b>10705 - PR Station #55(Hindu) Rehab</b>	<b>\$180,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$180,000</b>
Install new piping and isolation valves with corrosion control coatings applied.					
<b>10706 - Mobility Review</b>	<b>\$50,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$50,000</b>
Identify mobility requirements to support secure remote access to District's applications.					
<b>10709 - Roadside Drive Bridge Widening</b>	<b>\$136,448</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$136,448</b>
Relocation of 10-inch water main along Roadside Drive in the City of Agoura Hills. Appropriation of \$136,448 approved 11/19/19, Item 10B					
<b>Total Multi-Year Projects</b>	<b>\$33,768,842</b>	<b>\$2,724,158</b>	<b>\$1,328,081</b>	<b>\$4,052,239</b>	<b>\$29,716,603</b>

**Projects on Hold**

<i>Job # - Description</i>	<i>Total Project Appropriations</i>	<i>Prior Year Expenditures</i>	<i>Current Year Expenditures</i>	<i>Total Project Expenditures</i>	<i>Balance Available</i>
<b>Projects on Hold</b>					
<b>10520 - SCADA System Communictn Upgrd</b>	<b>\$93,100</b>	<b>\$32,447</b>	<b>\$0</b>	<b>\$32,447</b>	<b>\$60,653</b>
Upgrade the JPA owned portion of the supervisory control and data acquisition system (SCADA) system to an Ethernet based radio network and provide additional data paths for system redundancy.					
<b>10521 - SCADA System Comm Upgrd (LV)</b>	<b>\$1,387,232</b>	<b>\$141,496</b>	<b>\$0</b>	<b>\$141,496</b>	<b>\$1,245,736</b>
Upgrade the LVMWD owned portion of the supervisory control and data acquisition system (SCADA) system to an Ethernet based radio network and provide additional data paths for system redundancy.					
<b>10596 - Lift Stations PLC Upgrades</b>	<b>\$49,340</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$49,340</b>
This project replaces programmable logic controllers (PLCs) at the Lift Stations with newer PLCs and provides necessary equipment upgrades (fiber optics, network switches and programming) to complete the installation.					
<b>10661 - A/B Bus Electrical Modificatn</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
Study the feasibility of reconfiguring the Tapia electrical switch gear and then hire electrical team to make the modifications.					
<b>10662 - PW Sys PLC Upgrd Phase I</b>	<b>\$143,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$143,000</b>
Construction cost estimates will be developed following the completion of the feasibility study.					
<b>10670 - Centrate 20" Valve Repair</b>	<b>\$264,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$264,000</b>
Repair buried 20-inch Miliken valve at the centrate facility.					
<b>10701 - Electronic Doc. Mgmt System</b>	<b>\$100,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$100,000</b>
Implement an Electronic Document Management System.					
<b>10703 - Tapia Tertiary Filters Rehab</b>	<b>\$60,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$60,000</b>
Tertiary Filters concrete rehabilitation.					
<b>Total Projects on Hold</b>	<b>\$2,196,672</b>	<b>\$173,943</b>	<b>\$0</b>	<b>\$173,943</b>	<b>\$2,022,729</b>
<b>Totals</b>	<b>\$50,308,124</b>	<b>\$8,066,422</b>	<b>\$8,413,873</b>	<b>\$16,480,295</b>	<b>\$33,827,829</b>
<b>Less: Triunfo Sanitation District's share of JPA Projects</b>	<b>\$8,512,930</b>	<b>\$1,835,236</b>	<b>\$2,120,873</b>	<b>\$3,956,109</b>	<b>\$4,556,821</b>
<b>Total Las Virgenes share: All Projects</b>	<b>\$41,795,194</b>	<b>\$6,231,186</b>	<b>\$6,293,000</b>	<b>\$12,524,186</b>	<b>\$29,271,008</b>



June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

**Subject : Automatic Meter Reading/Advanced Metering Infrastructure Project:  
Award of Contract for Procurement and Installation Services**

**SUMMARY:**

The Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project (aka Smart Meters) is a key element of the District's Strategic Plan and necessary to achieve two major strategic objectives. Smart Meters will help the District to achieve Strategic Objective No. 3, "support customers to meet water-use efficiency standards", and Strategic Objective No. 7, "provide new/improved customer tools to enhance service delivery". With these objectives in mind, the District released a Request for Proposals (RFP) in July of 2019 for the installation of Smart Meters. Staff received 16 proposals for the work on September 26, 2019. A qualifications-based process was utilized to identify the best-suited solution to meet the District's needs. Ferguson Enterprises, LLC (dba Ferguson or Ferguson Waterworks) was selected as most qualified to provide the procurement and installation services. Staff recommends awarding a contract to Ferguson (Attachment A), in the amount of \$9,740,470.

**RECOMMENDATION(S):**

Find that the work is exempt from the provisions of the California Environmental Quality Act, and authorize the General Manager to execute an agreement with Ferguson Enterprises, LLC, in the amount of \$9,740,470, for the Automatic Meter Reading/Advanced Metering Infrastructure Project.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

The total cost of this action is \$9,740,470, which includes procurement and installation services, together with meter data management software and maintenance for an initial 10-year period.

The total project cost is estimated to be \$12,263,474, as follows:

<b>Description</b>	<b>Cost</b>
Procurement, installation and meter data management software	\$9,262,862
Initial 10-year software and maintenance agreement	\$477,608
<b>Total Authorization (current)</b>	<b>\$9,740,470</b>
Future 10-year renewal option for software and maintenance	\$641,865
Project Management contract, G&A expenses and contingency	\$1,881,139
<b>Total Project Cost</b>	<b>\$12,263,474</b>

As described in the report for Item 9B, staff recommends that the District finance the AMR/AMI Project over a 10-year period through an installation purchase agreement. Sufficient funds are included in the Fiscal Year 2020-21 Draft Budget and will be proposed in future year budgets to service the debt and cover any non-financed expenses. No additional appropriation is required.

Funding:

For the past several years, staff had been seeking a low-interest loan through the Clean Water State Revolving Fund (CWSRF) Program. Unfortunately, there has and continues to be a high level of competition for a very limited amount of funds in this program. Despite staff's best efforts to receive CWSRF funds for the Smart Meters, the project was not successful in being selected to receive these funds.

At the regularly scheduled Board meeting on July 24, 2018, staff provided a report on various funding strategies to pay for the AMR/AMI Project, which included CWSRF funds and other options. In that report, staff recommended that if CWSRF funds could not be secured, it would seek out alternative funding sources, such as a private bank loan. On May 15, 2019, the District released a Request for Proposals for a Financial Advisor. One element of the scope of work for the selected firm was to assist the District in identifying and securing financing for the project. The RFP closed on June 21, 2019 with six submittals received by the deadline. Staff presented the recommended firm, Piper Sandler, to the Board for contract approval in August 2019. Piper Sandler has sought cost-effective financing for the AMR/AMI Project concurrent with the process for selecting a vendor and negotiating a contract(s) for the Smart Meters.

Business Case:

The purpose for pursuing Smart Meters is not to reduce operational costs, nor to save money; however, the District desires to install a fully functioning, reliable and high-quality system at the least possible cost. The primary purpose for Smart Meters is to enhance customer service,



help customers use water more efficiently and ensure compliance with the latest conservation mandates established by the State. A cost comparison between using Smart Meters and the current business practice of manually reading meters was performed for a 15-year lifecycle and presented to the Board at the July 23, 2019 meeting. The lifecycle cost difference at the time was estimated to be \$4.4 million, \$35.2 million for Smart Meters versus \$30.8 million for manually reading meters. With the selection of Ferguson, the updated cost is \$33.4 million for Smart Meters versus \$31.1 million for manually reading meters – a difference of \$2.3 million. In other words, the Engineer's Estimate for the project is in alignment with the actual costs proposed by Ferguson.

Staff recently learned that the District was successful in obtaining a Proposition 1 grant through the Integrated Regional Water Management Program for the project. Although the final grant amount remains to be approved by the California Department of Water Resources, staff anticipates that it may be for up to \$1.0 million, based on an initial request of \$1.5 million. When including grant funds, the additional cost for Smart Meters compared to manual reading is estimated at \$1,265,999 or an average of approximately 33 cents per month per customer over a 15-year period. A detailed breakdown of the business case is provided in Attachment B.

## **DISCUSSION:**

### **Background:**

Water meters are a critical component of the successful and effective operation of a water utility. Monthly meter reads provide a fair and equitable means to bill each customer based on actual water usage. There are more than 21,000 residential and commercial customers with metered water service connections in the District's service area that are currently read manually on a monthly basis. Since manual meter reading does not provide many of the benefits described below, the District began deploying its first generation of Smart Meters in 2005 and upgraded 4,695 of its meters over a seven-year period. The meter components were made by a company called Datamatic and began to fail in 2011 due to manufacturing defects in their circuit boards. Datamatic subsequently filed for bankruptcy, and the District reverted to manually reading the upgraded meters. For the past nine years, the District has embarked on planning efforts to install a new Smart Meter system. The deployment of a new system was incorporated into the Strategic Plan and in recent capital budgets.

### **Benefits:**

Following is a summary of the benefits of a Smart Meter system:

- Improved customer service (i.e. customer awareness of hourly/daily water use and the ability to compare real-time usage data with water budgets);
- Timely leak detection that can help prevent substantial property damage and/or added costs for the customer;
- Expedited monthly customer usage reporting and billing;
- Enhanced water budget implementation and development of new conservation programs;
- Compliance with conservation mandates from the State;
- Assistance with billing disputes and claims resolution;
- Improved personnel safety (i.e. not having to repetitiously lift meter covers);
- Reduction in greenhouse gas emissions associated with manual meter reading (less use

- of vehicles and lower energy usage with decreased demands for importing and treating water from the State Water Project); and
- Detection of meter tampering and reverse flow.

On May 14, 2019, the Board was provided with an update on the State's new water conservation legislation (AB 1668 and SB 606) and the District's current and planned conservation efforts. While customers have been meeting past mandates by the State for conserving water (i.e. 20x2020), the new legislation will require the District to reduce residential consumption by an estimated 3,000 acre-feet per year. Achieving the targets under this new mandate will require a multi-pronged approach and implementation of a number of conservation programs in the coming years, including the deployment of Smart Meters. Once installed and fully operational, the system has the potential of reducing residential water consumption by an estimated 5 to 10%, or between 1,000 and 2,000 acre-feet annually. Reduced water use with Smart Meters is associated primarily with enhanced customer awareness of hourly and daily water use and the early detection of leaks.

#### Case Studies on Water Savings:

At the request of the Board, staff researched the potential water savings that the installation of Smart Meters could yield when introduced together with a customer interface platform as proposed by the District. Research papers conducted on the subject suggest that when customers are more in tune with their hourly or daily water consumption habits, water use can be expected to be reduced by between 5 and 10%. Smart Meters coupled with the utilization of a customer interface software platform such as Dropcounter™ yielded a 7% reduction in water usage in the City of Folsom and a 9% reduction in water usage in the Austin Water Utility (*The Effect of Social and Consumption Analytics on Residential Water Demand*; Nemati, Buck, Soldati; December 30, 2016). The Channel Islands Beach Community Services District recently installed Smart Meters along with a customer interface platform and reported a 9% reduction in water use due to the new system after accounting for other variations such as weather and concurrent conservation programs.

At the request of the Board, staff also looked at the District's Datamatic system to determine whether it yielded a reduction in water use. Unfortunately, the system did not incorporate a customer interface platform so that customers could be more in tune with their hourly and daily water use. As a result, there was not a measured reduction in water use. The system was installed primarily for the early detection of leaks and to reduce the need for manually reading the meters. Plans to incorporate a customer interface platform were included with the original program but abandoned once the Datamatic meters began to fail.

#### RFP Process and Project Summary:

On August 6, 2019, staff issued a Request for Proposals (RFP) for Advanced Metering Infrastructure, Meter Data Management (MDM) System, Meter Installation Services & Customer Portal. This approach had the advantage of providing some flexibility in negotiating a contract with the selected vendor(s) and was preferred given the complex and specialized nature for this type of project. Respondents were given the flexibility to submit proposals for a single component of the project (i.e. customer interface portal only) or all components. On September 26, 2019, 16 proposals were received. However, the majority of the proposals were only for the customer interface portal component. Five of the proposals included the major components including the procurement and/or installation of the AMI infrastructure and

meters.

Following the submission of proposals, a selection committee was formed consisting of nine District employees across all departments. The team members were provided everything except for cost information because the proposals were initially evaluated only on qualifications and other non-monetary criteria. The summary of evaluation scores and a pricing comparison are provided as Attachments C and D, respectively. The team narrowed the selection down to two firms for the AMR/AMI and meter installation components (Aqua-metric and Ferguson), two firms for the MDM component (Ferguson and Smartworks), and three firms for the Customer Portal (Aqua-metric, Smartworks, and Advanced Utility Systems). The total scores for AMI and the meter installation work for Aqua-metric and Ferguson were 167 and 165.5, respectively. After interviewing the short-listed firms, the team met, and it was unanimously agreed that Ferguson's overall solution for the AMR/AMI and meter installation component, as well as its integrated MDM solution, was the best fit for the District's needs. Aqua-metric's cost was also significantly higher than Ferguson's (\$9.3 versus \$8.6 million) at the time the selection was made. After analyzing the cost submitted by Ferguson for its solution, the proposed amount was deemed competitive and fair. The cost also aligned with staff's anticipated cost for budgeting and financing purposes.

Since the selection was made, it was discovered that the meters outfitted with the original Datamatic system could not be retrofitted to communicate with a new AMI solution. As a result, the 4,695 meters that were installed as part of the District's original Smart Meter program would need to be replaced. The Datamatic hardware and software is proprietary and incompatible with any current radio units on the market. Therefore, these meters are proposed to be replaced as part of the project. This factor caused the pricing offered by Ferguson to increase by about \$687,000, which would have applied similarly to Aqua-metric's solution. The increased pricing would have been higher, but staff secured a special price break due to this unforeseen element.

With regards to the software for a customer interface portal, the selection committee decided to temporarily hold off on making a selection recommendation. Only three of the firms that submitted were interviewed because the other companies did not submit all of the information that was requested in the RFP. The selection committee proposes to reconvene to select a customer interface portal. Staff will make a recommendation to the Board for award of a contract for a customer interface portal solution within the next 2 months.

#### Alternatives to Traditional AMR/AMI:

At the request of the Board, staff included a provision in the RFP that allowed for an alternative solution to traditional AMR/AMI. For instance, there is a company that makes a special lid with a camera on the underside that takes pictures and transmits the meter readings via WiFi. However; because this technology relies on each individual customers' WiFi, it would not qualify as a viable solution to meet the District's needs. Another product, Flume<sup>TM</sup>, can be banded to the side of an existing meter and detects the magnetic pulse that is produced when water flows through the meter. For similar reasons, this product would not qualify. However; staff is currently using this product for identifying leaks and troubleshooting excessive water consumption for select customers until such time as the AMR/AMI system is installed. Staff is not aware of any other technology that would provide a viable solution to Smart Meters; no alternatives were submitted as part of the RFP process.

#### Company Profile and Financial Strength:

For this project, Ferguson is partnering with Neptune Technology Group. Financial statements were reviewed for both companies, and staff has deemed them to be financially strong and very unlikely to declare bankruptcy or otherwise fail, which was an issue with Datamatic. Ferguson is proposing to oversee the project and install the meters, whereas Neptune will furnish the meters including the Smart Meters and the software for the system. The partnership has a proven track record of successful completion of AMI projects. Neptune carries 45% of the market share of installed Smart Meters with nearly 15 million units. Founded in 1953, Ferguson is the largest distributor of plumbing supplies in the United States, garnered over \$16.7 billion in sales last year, has a workforce of 27,000 associates, and operates out of 1,400 locations. Ferguson has stocked and distributed Neptune products since 1975 and has installed over a million Neptune Smart Meters since 2001. Neptune has been in business for over 120 years as a leading provider of meter reading systems and water measurement products. Their meters are manufactured in Tallassee, Alabama. Neptune is a subsidiary of Florida-based Roper Technologies that had \$4.67 billion in revenues in 2017.

Ferguson's solution using Neptune Smart Meters has been installed at dozens of water utilities. A partial list is provided as Attachment E. Staff contacted a number of these agencies to ascertain their satisfaction with the product. All of the agencies contacted reported that they were very pleased with the Ferguson/Neptune solution and that their project had been successful.

#### Project Schedule:

The project consists of three main phases: Alpha, Beta and Full Deployment. The first phase consists of installing only 100 meters at select locations in one or more neighborhoods to verify that readings are being reliably transmitted and captured in the Meter Data Management software system, which will be integrated with the District's billing software. This phase is anticipated to occur over a 3-month duration. If the Alpha Phase is successful, the Beta Phase will commence and consist of installing and testing another 2,000 meters dispersed throughout the entire service area – capturing all types of geographical terrains. During this phase, all AMI antennas will be installed at the 21 predetermined District-owned facilities. Upon successful implementation of the Beta Phase over a 6-month period, Full Deployment for all remaining meters will occur. This will take approximately 9 to 12 months and is scheduled to be completed on or about July 1, 2022. The contract allows for an extension if Ferguson encounters issues that are outside of its control. Under separate Board action, staff will be recommending that an outside firm be hired to oversee and manage the contract to ensure timely completion of the project.

#### Public Acceptance and Outreach Efforts:

Water utilities throughout California and the United States have been installing Smart Meters because of the many benefits already described. Early deployments focused more on installing Smart Meters as a potential cost-saving measure – to eliminate the need to manually read meters that requires sending staff in the field, which is both time consuming and requires adequate labor to maintain consistency. As more Smart Meter systems were deployed, agencies began to discover that while the need to manually read meters was no longer necessary, the new systems required staffing for other elements besides reading meters. For instance, gophers could chew through wiring or customers could tamper with a meter that would need to be repaired. In addition, the large amount of data associated with Smart Meters, such as the detection of small leaks on dozens of meters each day, would need to be

addressed. Today, most water utilities are looking to Smart Meters as a means to detect leaks early and reduce water consumption, especially with new State mandates for the efficient use of water.

While there are many benefits associated with using Smart Meters, a small number of customers have expressed concerns with the use of radio waves to transmit meter readings, data privacy issues, and costs. On September 17, 2019, the District e-mailed a survey to customers and within only a few days, 1,330 responses were received. The number of responses provided a high level of statistical accuracy for representation of the entire customer base. The detailed survey results are provided as Attachment F.

The survey results provide several insights. When customers were asked for their feelings about the District installing Smart Meters, 43.9% of respondents indicated that they strongly support the project with another 30% moderately supporting it (but had some concerns), for a total of 73.9%. Another 14.2% of customers were not sure and had no fixed opinion, and the remainder either moderately or strongly opposed the concept of Smart Meters. When asked whether they would take advantage of the features offered by Smart Meters, 46.7% said “definitely” and another 31% said “probably,” for a total of 77.7%. A total of 50.3% of the respondents indicated that they thought Smart Meters were either probably or definitely worth the additional cost. With regard to radio waves, 12% were very concerned with the concept of a health risk to them or the community. Another 12.9% were very concerned with data security, and 19.3% of respondents said they would probably or absolutely opt-out of the program for \$25 per month (the current policy allows for an opt-out of \$25 bi-monthly based on the old bimonthly billing cycle).

In general, the survey indicates that the large majority of customers support the installation of Smart Meters, but a small minority did express concerns about cost, data privacy, health risks associated with radio waves, and interestingly, the perceived potential for loss of jobs (meter readers) at the District. These responses prompted staff to hire a professional public outreach firm to assist in providing additional outreach efforts for the project to better educate and inform customers about Smart Meters. Outreach efforts have already started and will escalate upon execution of an agreement with Ferguson.

The following outreach efforts have occurred to date:

- E-notifying customers about the project;
- Posting of information about the project on the District’s website, including the opportunity to provide public comment to the Board on March 24, 2020, which was cancelled and rescheduled for June 2, 2020;
- News articles in the local papers; and
- Postings on social media.

RMG Communications, a professional public affairs firm, was hired to provide additional outreach efforts, which will be performed as the project gets underway. The firm is assisting staff by providing informative material that will be available to the District’s customers. Additional outreach efforts include but are not limited to:

- Bill stuffers;
- Additional news releases;
- Social media and webpage content;
- Presentations at community meetings, including HOAs and City Councils;

- Door hangers (in collaboration with Ferguson); and
- Video that will be posted on the District's website and social media outlets.

It should be noted that the Federal Communications Commission (FCC) has jurisdiction for all matters related to the propagation of radio waves for transmitting meter data. Customers who are concerned with the use of Smart Meters may raise those concerns with the District and/or directly with the FCC. All radio frequencies to be used for the Smart Meters will be FCC compliant.

Proposed Opt-Out Policy:

When the District installed the old Datamatic system over 10 years ago, the Board adopted a policy that allowed customers to “opt-out” of having a Smart Meter installed on their water service. A copy of the current policy is included as Attachment G. At the time, meters were read bi-monthly and the opt-out fee was based on the cost for a meter reader to travel out to each residence to manually read the meter. Staff is currently reviewing the opt-out policy and plans to present several changes to the Board in the coming months. Because of the high percentage of customers that indicated they would at least likely opt-out (if it was \$25 per month), staff is considering some adjustments to the policy. Adjustments may include a higher monthly amount and/or other disincentives. For instance, the District may want to consider not allowing customers to qualify for a leak adjustment if they select to opt-out of having a Smart Meter. This is because one of the main functions of the Smart Meter is to alert the customer and District of a potential leak almost immediately for correction as opposed to allowing a leak to occur for days, weeks or months before it is discovered.

Environmental Clearance

The AMR/AMI Project was evaluated under California Environmental Quality Act Guidelines and determined to be exempt pursuant to Article 14 of the California Code of Regulations (CCR), Section 15301(b) because it entails minor alterations of existing infrastructure. A Notice of Exemption for the project was filed with the Los Angeles County Registrar-Recorder/County Clerk on March 12, 2018.

Summary of Attachments:

- Attachment A: Advanced Metering Infrastructure (AMI) and Meter Installation Services Contract Documents
- Attachment B: Business Case – Manual vs. AMI 15-Year Cost Comparison
- Attachment C: Evaluation Scores
- Attachment D: AMI Pricing Comparison
- Attachment E: Neptune Meter Installation (Partial List)
- Attachment F: 2019 AMR/AMI Project Survey Results, October 2019 (excerpts)
- Attachment G: AMI/AMR Meter Opt-Out Program

**GOALS:**

Provide Excellent Service That Exceeds Customer Expectations

Prepared by: Joe McDermott, Director of Engineering and External Affairs

**ATTACHMENTS:**

Attachments A through G

# **ATTACHMENT A**

## **ADVANCED METERING INFRASTRUCTURE (AMI) AND METER INSTALLATION SERVICES CONTRACT DOCUMENTS**





**ADVANCED METERING INFRASTRUCTURE (AMI)**

**&**

**METER INSTALLATION SERVICES**

**2020-2021**

**Contract Documents**

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AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Las Virgenes Municipal Water District ("District"), and Contractor ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties." Parties do contract and agree as follows:

**1. SCOPE.**

**1.1 Scope of Services.**

This Agreement and its attachments set forth the terms under which Contractor shall, in good workmanlike and professional manner, perform the services described in the attached **Exhibit "A"** ("Scope of Services") for District.

**1.2 Labor and Equipment.** Contractor will furnish labor, equipment, and materials necessary to the work, except equipment and materials to be provided by District, as set forth in the attached **Exhibit "B"** ("Materials and Equipment").

Contractor may use the equipment or materials provided by District necessary for the performance of the work and should the equipment or materials be lost, damaged, or destroyed, Contractor will reimburse District with equipment and materials of equal value, and for costs and expenses incident to the replacement.

**1.3 Time of Work.** Contractor will perform Contractor's duties described in the Agreement during the hours described in Exhibit A. In any event, Contractor will perform Contractor's duties in a manner to avoid inconvenience to the users of the District's premises and to avoid interference with District's operations.

**2. TERM AND COMPENSATION.**

**2.1 Term.** This Agreement shall commence on the date written above and shall continue until completion of the Services described above.

**and**

All meter and AMI network installations shall be installed, tested and fully operational within 730 calendar days after the date written above unless an extension is granted by the District.

**2.2 Termination.**

2.2.1 The District may terminate or cancel this Agreement, in whole or in part, without liability to the District, if Contractor fails to perform in accordance with the requirements of **Section 1 - Scope**, herein, or in the event of a substantial breach of any of the other terms or conditions hereof.

2.2.2 Either Party may terminate this Agreement on thirty (30) days' written notice for any reason. If Agreement is terminated by District without cause, District shall pay Contractor for work performed prior to the date the notice of termination is received by Contractor. If Agreement is terminated by Contractor without cause, Contractor shall reimburse District for additional costs to be incurred by District in obtaining the work from another Contractor.

**2.3 Compensation and Reimbursement.** District shall compensate and reimburse Contractor, including all reimbursable expenses, as provided in the attached **Exhibit "C"** ("Fee Schedule"). Contractor shall submit invoices no more frequently than monthly and no less than every quarter. Payment shall be made by the District within forty-five (30) days of District receipt of an accurate and approved invoice.

### **3. Responsibilities of Contractor.**

3.1.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of the District. District shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Contractor accomplishes such services. Except as District may specify in writing, Contractor shall have no authority, expressed or implied, to act on behalf of District in any capacity whatsoever as an agent. Contractor shall have no authority, expressed or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

3.1.2 **Conformance to Applicable Requirements.** All work performed by Contractor shall be subject to the approval of District.

3.1.3 **No Subcontracts.** Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.1.4 **Maintenance of Records.** Contractor shall maintain all books, documents, papers, employee time sheets, accounting records, and other evidence pertaining to fees and costs incurred for each assignment and shall make such materials available at its office at all reasonable times for three (3) years from the date of the close of each individual assignment under this Agreement, for inspection by District and copies thereof shall be furnished, if requested.

3.1.5 Ownership of Data, Reports, and Documents. Contractor shall deliver to District notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the District. Contractor is released from responsibility to third parties for the use by District of data, reports, and documents on other projects. Contractor may retain copies of such documents for its own use. The District may use or reuse the materials prepared by Contract or without additional compensation to Contractor.

#### **4. Laws and Regulations.**

4.1 Compliance with Applicable Law. Contractor agrees to comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Agreement. If Contractor performs any work knowing it to be contrary to such laws, rules, and regulations, Contractor shall be solely responsible for all costs arising therefrom.

4.2 Eligibility for Employment in the United States. Contractor shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (1-9). This form shall be used by Contractor to verify that persons employed by Contractor are eligible to work in the United States.

4.3 Licenses, Permits, Etc. Contractor represents and declares to District that it has all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession. Contractor represents and warrants to District that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

4.4 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

#### **4.5 Labor Code Provisions.**

4.5.1 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall comply with all prevailing wage requirements under the California Labor Code and Contractor shall forfeit as penalty to the District a sum of not more than \$200.00

for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The District has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the District's office and shall be made available for viewing to any interested party upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site.

4.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and all subcontractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

4.5.3 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

## **5. Indemnification.**

To the fullest extent permitted by law, Contractor shall immediately indemnify and hold the District, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents to the extent of Contractor's

negligent acts or omissions or willful misconduct in connection with the services provided under this agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees.

**6. Insurance.**

6.1.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause

6.1.2 Minimum Requirements. Contractor shall obtain and maintain during the entire term of this Agreement the following insurance policies from companies authorized to issue insurance in the State of California:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001). Contractor shall maintain limits no less than \$1,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001 , code 1 (any auto). Contractor shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non- owned, and hired automobiles.

(c) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance as required by the State of California and

Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(d) Excess Liability (if necessary) . The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own primary or self- Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.

6.1.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the District, its

6.1.4 directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 010413, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:



(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against District, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Contractor.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to District under such policies. Contractor shall be solely responsible for deductible and/or self-insured retention. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of District.

(iii) Prior to start of work under this Agreement, Contractor shall file with District evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Contractor or reduced in coverage or in limits below the average limits required by this agreement, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the District as to the use of such insurer.

(vi) Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Contractor shall maintain evidence of

compliance with the insurance requirements by the subcontractors at the job site and make them available for review by District.

6.1.5 Reporting of Claims. Contractor shall report to the District, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

**7. General Provisions.**

7.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**District:**

Las Virgenes Municipal Water District  
Attn: Joe McDermott, Dir. Engineering  
and External Affairs  
4232 Las Virgenes Road  
Calabasas, CA 91302

**Contractor:**

Ferguson Waterworks  
Attn: Eric Tracy, Business  
Development Manager  
11909 Tech Center Court  
Poway, CA 92064

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

7.1.2 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

7.1.3 District's Right to Employ Other Contractors. District reserves the right to employ other Contractors in connection with this Project.

7.1.4 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

7.1.5 Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District.

7.1.6 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

7.1.7 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition

7.1.8 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

7.1.9 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

7.1.10 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

7.1.11 Attorneys' Fees. If either Party commences an action against

the other Party, either legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

7.1.12 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

7.1.13 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

7.1.14 Integration. This Agreement represents the entire understanding of District and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. The document entitled "Additional Terms and Conditions to the Agreement for Services" attached hereto as "Exhibit D" and contract items listed therein are considered part of this agreement.

*[Signature Page following]*

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

APPROVED:

**Las Virgenes Municipal Water District**

**Ferguson Enterprises, LLC**

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David W. Pedersen  
General Manager

Eric Tracy  
Business Development Manager

Exhibit A  
Scope of Services

Summary

Contractor shall provide the following items/services as part of the Scope of Services. Items not listed but identified in the Contractor's Proposal and included in the pricing stated in **Exhibit "C", Fee Schedule** shall also be provided. Detailed requirements are provided in the Request for Proposal (released August 6, 2019 – not attached) and Proposal (due date September 26, 2019).

1. Furnish, install and maintain (for 10 years, renewable for an additional 10) 8 grid-powered and 13 solar panel-powered data collectors at the locations indicated in the Proposal.
2. Furnish, install and maintain (for 10 years, renewable for an additional 10) any additional grid or solar panel-powered data collectors at other locations as may be necessary to achieve at least 89.9% AMI Network Guaranteed Coverage for 21,108 water meters located within LVMWD's service area – at no additional cost to LVMWD.
3. Furnish to the District one each, a Mobile Data Collector and Belt Clip Transceiver. Additional units may be purchased by LVMWD for an additional cost.
4. Furnish Vendor-hosted AMI software and Vendor-managed AMI software. LVMWD to own the AMI network, Vendor to maintain AMI network ("Option 5") in accordance with Exhibit F - MaaS.
5. Provide Project Management, Installation Services, AMI System Testing, and Performance and Payment Bonds for all work.
6. Provide Annual AMI Headend Software Hosting Services, Network Operations Support, and Network Maintenance for a period of 20 years.
7. Furnish and install a total of 21,108 AMI Water Meters of sizes, makes and models specified in the Proposal.
8. Furnish and install Ancillary Equipment, including but not limited to Washers, Gaskets, Nuts and Bolts at the quantities and as specified in the Proposal.
9. Furnish and install new water meter lids of the type, size and quantities specified in the RFP and Proposal.
10. Transport and install existing water meter lids (furnished by LVMWD) of the quantities specified in the RFP.

11. Provide services related to meter installations including but not limited to Project Management, Mobilization, Work Order Management System, Door Hangers, a Call Center, and Meter Staging/Storage.
12. Coordinate all work activities with LVMWD staff and/or their designated Project Manager.

## Ferguson Scope of Work

**1. Project overview.** The overall AMI implementation for Las Virgenes Municipal Water District:

- Turnkey System Meter Replacement Project
- Delivery and Installation of 21 Data Collectors – 8 AC Powered Gateways  
13 Solar Powered Gateways
- (21,108) 2” and smaller meters will be replaced with equivalent sized AMI Meter.
  - 17,064 – ¾ x 1” Meters
  - 2405 – 1” Meters
  - 602 – 1-1/2” PD Meters
  - 429 – 2” PD Meters
  - 242 – 1-1/2” HP Turbine Meters
  - 366 – 2” HP Turbine Meters
- 17,205 - 12 x 20 Water meter lids
- 2,703 - 17 x 30 Water meter lids
- 600 - 15 x 26 Water meter lids
- 600 - 12 x 20 Water meter lids provided by LVMWD w/ AMR hole

### **2. Installation types and sequence.**

A master list of Accounts that require a full meter changeout will be provided to Contractor. The installation of the full replacement meters is scheduled for installation in accordance with Section 2, Term and Compensation of the Agreement for Services.

Contractor shall conduct residential meter installations by billing route. Installations shall be performed based on geographic proximity and logistics as determined by District in discussion with Contractor.

**3. Installation schedule.** District and Contractor shall establish an overall schedule for installation of the entire project. On the third workday of each week, Contractor shall provide District an updated schedule of where work is planned for the following week.

**4. Work hours.** Contractor shall maintain normal work hours, which shall be between 7:30 am – 5 pm, Monday through Friday, except District’s observed holidays. Contractor shall coordinate with the District any communications with the District’s customers prior to commencing any work. Changes due to rate payer’s availability will be accommodated outside of said window of time within reason, the Contractor shall coordinate these efforts with District. Commercial changeouts will be performed outside of normal work hours to avoid impact to businesses, which may require

work on weekends or at night.

**5. Weekly reports.** No later than 12:00 PM (noon) each Wednesday, Contractor shall transmit information to District the completed work orders performed during the previous work week. Such data shall be transmitted electronically as a flat file, with comma delimited text.

**6. Project Managers.** Ursula Bosson is designated as District's Project Manager. Wes Hughes is designated at Contractor's Project Manager. The function of both Project Managers is to ensure compliance with this Scope of Work and the project specifications.

## **7. Contractor's Staff**

- **Project Manager.** Contractor shall designate a Contract Manager, who shall have the authority to handle and resolve any disputes or contract issues with District.
- **Installation Manager.** Contractor shall designate an Installation Manager, who shall be responsible for managing the installation on a day-to-day basis on behalf of Contractor and for seeing that all installations are carried out in a professional manner and in compliance with the procedures required by the District, and all other applicable local, state and federal regulations (such as OSHA). The Installation Manager shall be experienced in supervising meter installation contracts, and be familiar with applicable regulations and safe and proper installation procedures.
- **Training of employees.** All employees of Contractor who will be installing meters must be trained in meter installation and in reading meter registers.
- **Uniforms and identification.** Contractor's field personnel shall wear easily recognizable uniforms, and have proper identification at all times. Contractor shall be responsible for supplying all appropriate personal protective equipment including but not limited to safety vests, safety shoes and reflective vests.

## **8. Items to be supplied by Contractor:**

- **General.** Contractor shall supply the following components and aspects of installation: overall project management; training and direct supervision of installers; problem solving and complaint handling; inspection, testing and quality control.
- **Tools and materials.** Contractor shall furnish all supplies, materials, tools and equipment necessary for the successful and timely completion of all fully functional meters and AMI installations under this contract. All ¾ and 1" meters will have rubber gaskets and 1-1/2" and 2" meters will have drop in gaskets with District approved standard bolt.
- **Vehicles.** Contractor shall be responsible for all vehicles it uses on the project. Contractor shall provide installation service vehicles on site stocked with common fittings and supplies needed for normal service restoration and/or replacement. Contractor vehicles, including private vehicles used for the work, shall have the Contractor logos



prominently displayed on both sides of the vehicle.

- **Parking.** Contractor shall minimize parking problems and avoid blocking any streets with its vehicles. Contractor shall be responsible for all parking violations.
- **Local office.** The District's Yard will be the staging point located at Rancho Composting Facility near the Centrate Tanks. Contractor shall utilize this site as its base of operations for the duration of the installation effort. Personal vehicles belonging to employees of Contractor shall be parked at this site during the work day. Contractor may utilize a trailer storage facility located at the District Yard but shall be responsible for securing and insuring any and all such trailer storage facilities. Contractor may utilize additional temporary facilities such as trailers or cargo boxes but shall not erect any permanent facilities on the property.
- **Field communications.** District requires that field installers be equipped with cellular phones or radios so that problems or questions can be addressed immediately. Each crew must have immediate access to a mobile phone so that the Installation Manager can be contacted if needed.
- **AMR hardware.** Contractor will supply one (1) each Mobile data collector (MRX) and one (1) Belt Clip transceiver (BCT) for price listed in cost proposal. Additional units may be purchased by LVMWD.
- **AMI software.** Contractor will supply Neptune 360 hosted software and Neptune 360 will be maintained by Neptune Technology Group per SaaS agreement. The term of the agreement is ten (10) years from date agreement is entered into and may be renewed an additional (10) years. The cost for services shall not exceed the fees listed in exhibit C of the agreement.
- **AMI hardware.** LVMWD to own the AMI network, Contractor to maintain AMI network per MaaS agreement.
- **Bonds.** Contractor will provide Performance and Payment Bonds for all work.

## 9. Account and data installation scheduling

**9.1. Account data file.** Prior to the start of the installations, District will provide Contractor with an electronic file containing the information necessary to create work orders for Meter/AMI installation. For each meter, the data file will indicate:

- Meter Address
- Meter Size
- Meter Serial Number
- Most Recent Meter Read

**9.2. Residential Customer Notification.** When installing a new meter, Contractor shall attempt to make prior contact with all residents to notify them that their water will be

turned off during installation. If no one is present at the residence the day of installation, Contractor may proceed with the work, but will leave a notice of the completed work on the residence's front door upon completion.

## **10. Installation procedures**

**10.1. Installation Responsibilities.** These are identified in Section 11.

**10.2. Work order processing.** Via a test confirmed by District, Contractor shall be responsible for ensuring that all data transferred to and from District's information systems is properly working before commencing any meter or radio installations. Contractor is not responsible for any additional fees for integration with District systems.

**10.3. Work order data.** The Installation Manager will provide work orders to installers. Each work order will include at a minimum, the customer's address, account number, existing meter number, existing register number, meter make, model and size, and recent meter reading. Contractor desires that all work order data be electronic.

**10.4. Site conditions.** Before, or at the time of installation, the installer, under the direct supervision of the Installation Manager, shall inspect the existing water meter setting, including piping and shut-off valves. If the installer determines that conditions are such that damage to the existing piping would result, the Installation Manager shall so inform District, shall not attempt the installation until the site is inspected by a District representative, and shall postpone installation at that site until District authorizes Contractor to proceed with the work. Contractor shall report any plumbing irregularities including but not limited to: meters installed backwards, disconnected meters, and taps located before a meter.

**10.5. Vacant Lot.** Locations where there is a meter box with a lock, no meter, or what appears to be a vacant lot Contractor will skip and note on work order.

**10.6. Repairs of existing conditions.** At its option, District may authorize Contractor to make any necessary repairs to service lines or piping that may occur within 3' downstream of meter, provided District approves such repairs at a rate of \$125.00/Hour/Installer to Contractor prior to the repairs being done. In the event such additional work requires a license not required for a standard meter installation, then the District will be responsible for engaging the services of a contractor to perform such work.

**10.7. Meter replacement.** Contractor shall ensure that the meter at the service location matches the work order, if there is no meter located at a property or set inside of existing meter box, Contractor will not install any meter and note the address (if necessary). Contractor shall check for running water prior to commencing meter change out. Contractor shall then replace the meter, using new gaskets or washers. Old meters shall be put in the boxes that the new meters are provided in and stored securely at District Yard. Disposal of old meters will be handled by the District. Drop off old meters at LVMWD Headquarters, 4232 Las Virgenes Rd., Calabasas, CA 91302.

**10.8. Verifying service working.** Contractor shall flush water line after installing a new meter to ensure the meter is registering properly and to verify service restoration to the premises. Any location where flushing cannot be accomplished shall be reported to District. Contractor should coordinate with District customers prior to meter installation on having access to hose bibs for flushing.

**10.9. Valves.** During installation, Contractor shall shut off customer's water by using a curb stop valve. At no time shall Contractor use a crimping device to restrict water flow. If the outside control valve is not visible or inoperable, Contractor shall notify District to rectify the control problem.

**10.10. Dirt or water around meter.** Contractor shall be responsible for removing and properly disposing of any reasonable amount of dirt needed to access a meter in a meter pit or vault as defined in Section 12.5. If a water meter box or vault is flooded so that the meter is fully or partially submerged, the installer must pump out the box before changing the meter. Contractor must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter vault or box.

**10.11. Service/House line and related damage.** Contractor shall be responsible for all repairs less than three (3) feet downstream of the meter, which will include any service lines, meter couplings, angle meter valves, and service fittings it damages due to installer negligence at its sole cost and expense, unless Contractor has reported (prior to commencement of a given installation) a condition of antiquated or inferior plumbing to District such that needed repairs can be performed by District and/or the service/customer line break is outside of the parameter of the meter box. Any damage done by Contractor outside the area and scope of the work of the contract shall be repaired or replaced as directed at no additional cost to District. Such plumbing work other than the replacement of a water meter must be inspected by District. If Contractor notices an existing leak on customer side of the meter, Contractor shall notify the District and District's customer and proceed to next installation. Once the leak has been repaired Contractor will return to complete the installation at the previous address.

**10.12. Landscape and related damage.** Contractor shall be responsible for replacing any existing landscaping, ground cover, grass, plants, shrubs, and/or trees which are damaged during construction within 48 hours at its sole cost and expense.

**10.13. MIU radio retrofit.** Contractor shall ensure that the MIU radio at the service location matches the work order before commencing the installation.

- If the existing encoded register is not compatible with the Neptune R900 radio, a full meter installation will take place. This will be an additional cost to the original "retrofit" installation made while the R900 product can be credited.

**10.14. Completed work orders.** Completed work orders shall include the following information:

- meter size and meter type
- verification or correction of existing meter and account information
- old meter serial number

- final reading on old meter
- new meter number
- new meter register number
- MIU ID number
- reading on new meter register
- date and time of installation
- name of installer
- description of any problems encountered or repairs made

All information requested on the work order must be completely filled out for the installation to be considered complete and eligible for payment. An electronic copy of all the work order information must be provided to District on a weekly basis.

## **11. Contractor Installation Responsibilities**

**11.1** Contractor shall be responsible for the creation and deployment of a website specifically for the water meter replacement and endpoint installations. This website will incorporate online scheduling, FAQ's, and installer photos.

**11.2** Contractor shall provide a Call Center and a Toll-Free number that commercial customers can call to schedule installation appointments, to ask questions concerning the project, or to report problems concerning installations though all emergency calls will be directed to district staff. The Call Center incorporates an automatic call distribution system capable of receiving and queuing calls, routing calls to waiting agents, and collection and reporting data on call volumes, waiting times, and durations of the call. The Call Center is staffed 24/7. Contractor will also offer an online scheduling feature which is very convenient to commercial customers and District Staff.

**11.3** Contractor will use its proprietary inventory management system to provide 100% accountability of assigned material at all times.

**11.4** Contractor will supply an automated installation information management process, so that little or no information has to be captured or entered manually. This will include an export file that the District can utilize to automatically upload the information into the District's Billing Software. (Note: Any charges for the District Billing Company to accept an automated file are the District's responsibility.) All up-to-date installation information, along with live installer tracking, is available to District staff via a secure website.

**11.5** Contractor will perform background checks for all staff that will perform installation work on the project. Social Security Trace and Validation as well as Criminal History Search for preceding seven (7) years from all counties/cities per installer's residence.

**11.6** The Contractor management team will be responsible for all work orders. Each

work order will include at a minimum: customer address, account number, existing meter number, meter size, geo-positioning, MIU ID number, and new meter number. Contractor will also be responsible to note and not install a meter at any addresses or account numbers that did not have an existing meter located in the current meter box, any location where the meter is currently locked off, or any vacant lot.

**11.7** Contractor shall capture GPS positioning from the meter pit with sub-5 meter accuracy using geo-positioning software. All GPS data will link to the District's GIS database and be provided in a shape file. The following information will be included in the geo-coded data:

- a. Water meter account number
- b. Address
- c. New Meter Serial Number
- d. New MIU Number

**11.8** Contractor will be responsible for a minimum of four (4) pictures of each install – Existing Meter, Old meter with Final Reading, New Meter with initial reading, Final Installation. The pictures will be labeled by account # and posted to an FTP Site for District retrieval.

**11.9** Contractor will strive to leave the installation site in a clean and neat condition, equal to or better than the original condition of the site.

**11.10** Should Contractor receive a call or complaint from a customer or the District regarding an installation, Contractor will immediately log the call, including caller's name, address, account number (if available), date and time of call, nature of problem, and the action taken. All complaints shall be forwarded to the District's project liaison by noon of the following day from the time of the complaint.

## **12. Standard Meter Installation Requirements**

**12.1** Meters will be located in outside meter boxes (pits) or vaults with adequate access, or if access is restricted, Contractor will be able to obtain access from the property owner within one week of request during normal business hours;

**12.2** Meter access will not subject Contractor's employees to dangerous or unsafe Working condition. Contractor will notify LVMWD if any unsafe conditions are encountered. LVMWD will address accordingly.

**12.3** No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removal and replacement of asphalt, tree roots, shrubbery, or landscaping obstructions;

**12.4** Existing meter locations and depths do not require confined space entry.

**12.5** Contractor will not be required to remove excessive amounts of dirt, silt, water or other debris from meter boxes. Excessive amounts shall be defined as dirt, silt, water or other debris that result in more than five (5) gallons per meter location.

**12.6** Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions, or existing connections not in conformity to current building codes;

**12.7** Water meters are on setters or equipped with standard meter connections that can be reused during meter installation;

**12.8** Meter exchanges are like-for-like, same lay length and no plumbing is required.

**12.9** Existing meter boxes must be in good condition, allowing enough room for easy replacement of the existing meter. Standard requirements are 6" on all sides of residential meter/connections and 12" on all sides of commercial meter/connections. Meter box lid clearance height must also be at least 3" from top of new meter.

**12.10** Existing meter boxes or meter vaults will be used and curb stops and valves are in good working condition.

**12.11** The Contractor presumes they will be able to find the meter box at the specified physical address within 5 minutes or less. If meter box cannot be located by Contractor, the District representative shall be contacted before leaving. This may require that the Contractor is provided with accurate meter box location notes or that meter box locations are marked with blue paint/blue flags, once meter has been located, Contractor will return to the previous meter to complete installation.

**12.12** The contractor will install new water meter lids of the type, size and quantities in the RFP and Proposal. Contractor is also responsible for transporting new lids to the meter installation sites.

### **13. Non-Standard Meter Installation**

**13.1** In the event Contractor determines that any meter installation is not a standard meter installation, the Contractor will immediately bring the matter to the attention of the District's representative who will inspect the condition and advise Contractor on how to proceed. If additional work is requested by District, such work will be completed at an agreed hourly rate of \$ 125.00 per installer plus materials. In the event such additional work requires a license not required for a standard meter installation, then the District will be responsible for engaging the services of a contractor or self-perform the work prior to Contractor proceeding with the meter installation.

**13.2** In the event that the District cannot supply a meter lid that fits a meter box, Contractor will note account with non-standard meter box lid size and bill District \$12.00 for site visit audit. When the correct meter box lid is available, contractor shall complete standard installation.

### **13. Quality Control**

**14.1. Response to complaints.** Should District receive a call or complaint from a customer regarding installation, District will contact the Installation Manager to report the complaint. Contractor shall contact the customer via telephone within two (2) hours of notification by District and shall resolve the complaint within the same work day.

**14.2. Improper installations.** Contractor shall be responsible for replacing any meter improperly installed. Contractor shall repair any damage to couplings, threads, unions or meters by use of improper tools or cross threading by Contractor.

**14.3. Leaks after installation.** Contractor shall be responsible, at no additional cost to District, for correcting any leaks at the valves, couplings or service/house lines within three (3) feet downstream of the meter, attributed to defects in workmanship for a period of one year from the date of acceptance of the installation by District.

**14.4. Handling of old meters.** Contractor will be responsible for the secure handling of old meters. Contractor shall return old meters to District yard, and District will be responsible for all old meter disposals. Return to: LVMWD - 4232 Las Virgenes Rd., Calabasas, CA 91302

**14.5. Installation control and audit procedures.** Contractor shall submit to District for review and approval its proposed system for ensuring that all data pertaining to installation is correctly recorded during installation, and that all data transferred to District's Customer Information System (the "CIS") is accurate. Prior to any installations, Contractor shall describe procedures to District designed to eliminate any opportunities for a meter or radio to be associated in the CIS with the wrong address or account number.

**14.6. Acceptance of work.** An installation will not be accepted by District for payment until the work order has been turned into District and the information necessary to update the customer account record on the CIS has been conveyed to District.

**14.7. Delivery of Product.** District will accept and be invoiced for delivered meter, retrofit radio products and lids. Ownership of that product will be transferred to Contractor where it will be housed in Contractor's containers which will be rented and insured by Contractor.

**14.8. Contractor Invoices.** Product invoices will be submitted on a monthly basis for all materials delivered to District. Installation Invoices from Contractor shall contain information on work completed by route and sequence number. The invoice shall also include the quantity, by type, of installations (full installation versus retrofit). Invoices will be submitted to District on a monthly basis. Payment terms are net 30 days from receipt of invoice by Contractor.

**14.9. Daily QA/QC Requirements.** The Installation Manager shall review the progress

of the work on a daily basis. All abnormal installations including backwards meters and non-communication between the register and the MIU shall be identified and scheduled for immediate correction. The Installation Manager shall keep reports of all such abnormal installations and a summary report regarding these issues shall be transmitted to District on a weekly basis.

**14.10. Regular meetings with District.** The Contract Manager shall meet with District personnel periodically and not less than twice monthly to update them on progress of the installations.

**14.11. Installation warranties.** All installation work, including materials used in the installation performed under this Agreement, shall be guaranteed against defects in workmanship for a period of one year from the date of acceptance of the installation by District.

## **15.Fixed Network Design Services**

**15.1** Contractor shall conduct a comprehensive site survey and be responsible for a proper Fixed Network design to ensure sufficient coverage for each Endpoint Radio (“**Endpoint**”). Contractor shall provide quality assurance services to ensure that the Fixed Network infrastructure is properly sized, installed, and configured. The District will be responsible for procuring the Gateways, through the Contractor, and providing the locations for them to be installed. Contractor shall provide maintenance and support for the Gateways during the implementation. Fixed Network Design Services include the following components:

**15.1.1** Furnish and install 8 grid-powered and 13 solar panel-powered Gateways at the locations indicated on propagation map generated by Neptune.

**15.1.2** Possible point-to-point radio for Latigo Canyon site. Cellular service may be unavailable.

**15.2** District is responsible for providing all necessary information to Contractor in order to design the correct number of Gateways required in the field, covering the entire District’s service area.

**15.3** Contractor is responsible for determining the number of Gateways, including redundant Gateways, needed to ensure 89.9% of the Endpoint units will transmit through the District’s Fixed Network within a 72 hour reporting billing read window.

**15.3.1** Billing read defined: 1 valid read per account within the 89.9% read success rate within a 72 hour reporting billing read window.

**15.3.2** Contractor is responsible for additional Gateways required to meet 89.9% coverage of 21,108 meters within LVMWD’s service area at no additional cost to LVMWD.



**15.4** Contractor shall confirm the availability and ability to comply with FCC's regulations for the use of District's Fixed Network, including any required radio frequency licenses.

**15.5** Contractor shall provide a map, showing where these Gateways would be installed in the District's service territory.

**15.6** Contractor will test the AMI system (test detail separate).

## **16. Change Management Process**

In the event that it may become necessary to amend this Scope of Work, this change management process shall apply:

**16.1** Change Initiation. Either party may initiate a change by completing the Change Request form. The initiator of the change provides the completed form to the other party's Project Manager.

**16.2** Change Review and Approval. The Project Managers of the two parties are responsible for the following:

**16.2.1** Tracking the change requests

**16.2.2** Evaluating the change requests

**16.2.3** Negotiating and approving the approved change request

**16.2.4** Filing the change request as an addition to the Scope of Work

**16.2.5** Implementing the approved change requests



**Exhibit C**  
Fee Schedule

**I. Services**

The costs and dollar amounts to be paid to Contractor by District for compensation for all services specified in **Exhibit “A”, Scope of Services** and satisfactorily completed shall be in accordance with the prices listed in the Cost Proposal.

All applicable sales tax is included.

Extra work not specified in the RFP but associated with meter installations such as the need to relocate a meter as directed by District shall be performed at a time and materials hourly rate of \$125 per installer.

**The total one-time cost for services, including reimbursable expenses, is nine million two hundred sixty two thousand eight hundred sixty two dollars and nine cents (\$9,262,862.09).**

Annual Software, AMI Network Operations and Maintenance Fees are as specified:

<b>Year</b>	<b>Annual AMI Headend Software Hosting Fee</b>	<b>Annual Network Operations Support Fee</b>	<b>Annual Network Maintenance Fee</b>	<b>Expected Invoice Date</b>
1	\$31,662.00	\$2,500.00	\$7,500.00	9/1/2020
2	\$32,611.86	\$2,575.00	\$7,725.00	9/1/2021
3	\$33,590.22	\$2,652.25	\$7,956.75	9/1/2022
4	\$34,597.92	\$2,731.82	\$8,195.45	9/1/2023
5	\$35,635.86	\$2,813.77	\$8,441.32	9/1/2024
6	\$36,704.94	\$2,898.19	\$8,694.56	9/1/2025
7	\$37,806.08	\$2,985.13	\$8,955.39	9/1/2026
8	\$38,940.27	\$3,074.68	\$9,224.05	9/1/2027
9	\$40,108.47	\$3,166.93	\$9,500.78	9/1/2028
10	\$41,311.73	\$3,261.93	\$9,785.80	9/1/2029
11	\$42,551.08	\$3,359.79	\$10,079.37	9/1/2030
12	\$43,827.61	\$3,460.58	\$10,381.75	9/1/2031
13	\$45,142.44	\$3,564.40	\$10,693.21	9/1/2032
14	\$46,496.71	\$3,671.33	\$11,014.00	9/1/2033
15	\$47,891.62	\$3,781.47	\$11,344.42	9/1/2034
16	\$49,328.36	\$3,894.92	\$11,684.76	9/1/2035
17	\$50,808.22	\$4,011.77	\$12,035.30	9/1/2036

18	\$52,332.46	\$4,132.12	\$12,396.36	9/1/2037
19	\$53,902.44	\$4,256.08	\$12,768.25	9/1/2038
20	\$55,519.51	\$4,383.77	\$13,151.30	9/1/2039
<b>Total</b>	<b>\$850,769.80</b>	<b>\$67,175.94</b>	<b>\$201,527.81</b>	

## **II. Reimbursable Expenses**

All reimbursable costs including travel and living expenses are included in the above fees.

Progress payments will be made as individual work items are satisfactorily completed and upon approval of invoices at the unit and extended prices stated in the attached Cost Proposal Worksheets.

**Las Virgenes Municipal Water District (LVMWD)  
Cost Proposal  
AMI Equipment and Services OPTION 5**

**OPTION 5: Vendor-hosted AMI software. Vendor manages AMI software. LVMWD owns AMI network and Vendor performs maintenance on Network.**

Item/Service	Quantity	Unit Price	Extended Price	Equipment Lead Time as Applicable (in weeks)	Notes/Comments
<b>AMI Hardware/Software</b>					
<b>AMI Network Infrastructure</b>					
Powered Data Collector	8	\$ 9,500.00	\$ 76,000.00	6-weeks	*Assumptions made based on data LVMWD provided. TBD if powered if feasible at all 13 specific collector locations
Solar Data Collector	13	\$ 12,000.00	\$ 156,000.00	8-weeks	
Spare Powered Data Collector	1	\$ 9,500.00	\$ 9,500.00	6-weeks	
Equipment Delivery Fees		\$ -	\$ -	Included	Included
<b>Subtotal</b>			\$ 241,500.00		
<b>AMI Network and Deployment Tools</b>					
Handheld programming device		\$ -	\$ -	N/A	Neptune MIU's do not require programming
Equipment Delivery Fees		\$ -	\$ -	Included	Included
Mobile Data Collector	1	\$ 6,500.00	\$ 6,500.00	4 Weeks	AMR read of meters that did not communicate to AMI network
Belt Clip Transceiver	1	\$ 2,500.00	\$ 2,500.00	4 Weeks	Datalog hourly consumption information from a meter
<b>Subtotal</b>			\$ 9,000.00		

**AMI Network Software Upfront Cost**

Implementation of Hosted Software	1	\$ 5,000.00	\$ 5,000.00		
<b>Subtotal</b>			\$ 5,000.00		

**Professional Services**

Project Management	1	\$ 10,000.00	\$ 10,000.00		
AMI Network Equipment Installation Services	21	\$ 7,500.00	\$ 157,500.00		
System Acceptance Testing	1	\$ 1,500.00	\$ 1,500.00		
Training and Documentation (Hardware and Software)	1	\$ 5,000.00	\$ 5,000.00		
AMI/MDMS System Integration		\$ -	\$ -		No cost for Neptune MDMS. TBD on 3rd party integration
AMI/CIS System Integration		\$ -	\$ -		LVMWD contracts directly with CIS for integration
Performance and Payment Bond	9193908	\$ 0.0075	\$ 68,954.31		0.75% Surety Premium on Total Project Cost Bonded
<b>Subtotal</b>			\$ 242,954.31		

**Equipment Sales Tax (9.5%)**

		\$	23,797.50		
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**TOTAL OPTION 5 AMI Equipment and Software  
(Year 1 Capital Cost only)**

	\$	522,251.81			Includes surety bond premium fees
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**ONGOING SYSTEM COSTS**

Annual AMI Headend Software Hosting Fee	0 \$	1.50 \$	-	Annual Fee commences as soon as system Goes Live, and there is a 3% annual escalation rate.
Annual Frequency Licensing Fee (if applicable)	\$	- \$	-	Not Applicable
Annual Network Operations Support Fee	0 \$	2,500.00 \$	-	Annual Fee commences as soon as system Goes Live, and there is a 3% annual escalation rate.
Annual Maintenance Fees	0 \$	7,500.00 \$	-	Annual Fee commences as soon as system Goes Live, and there is a 3% annual escalation rate.
Annual Backhaul Cost	\$	- \$	-	Responsibility of the District
<i>Subtotal</i>		\$	-	

**State the total Ongoing System Cost for each Option for the twenty (20) year term**  
**20 year total ongoing system cost**

**ASSUMPTIONS:**

**Las Virgenes Municipal Water District (LVMWD)**  
**Cost Proposal**  
**Meter Equipment**

Item/Service	Quantity	Unit Price	Extended Price	Equipment Lead Time as Applicable (in weeks)	Notes/Comments
<b>Water Meters</b>					
<i>Specify meter type. LVMWD requests NSF-certified bronze water meter types only (positive displacement, nutating disk, multi-jet)</i>					
<b>Water Meters + Electronic Registers + Connectors (Complete Water Meter Replacement)</b>					
3/4" x 1"	12,369	\$ 210.00	\$ 2,597,490.00	4 Weeks	Neptune T-10, PD-Nutating Disc Meter, ProCoder R900i Register
3/4" x 1" Retrofit Discounted Meters	4,695	\$ 200.00	\$ 939,000.00	4 Weeks	Neptune T-10, PD-Nutating Disc Meter, ProCoder R900i Register
1"	2,405	\$ 260.00	\$ 625,300.00	4 Weeks	Neptune T-10, PD-Nutating Disc Meter, ProCoder R900i Register
1 1/2"	602	\$ 438.00	\$ 263,676.00	4 Weeks	Neptune T-10, PD-Nutating Disc Meter, ProCoder R900i Register
2"	429	\$ 550.00	\$ 235,950.00	4 Weeks	Neptune T-10, PD-Nutating Disc Meter, ProCoder R900i Register
1 1/2"	242	\$ 745.00	\$ 180,290.00	4 Weeks	Neptune HP Turbine Meter, ProCoder R900i Register
2"	366	\$ 745.00	\$ 272,670.00	4 Weeks	Neptune HP Turbine Meter, ProCoder R900i Register
Equipment Delivery Fees		\$ -	\$ -	Included	
<b>Subtotal</b>	<b>21,108</b>		<b>\$ 5,114,376.00</b>		
<b>Water Meter Endpoints + Connectors (Retrofit)</b>					
3/4" x 1"		\$ -	\$ -	4 Weeks	Neptune R900 Pit MIU (\$102.00 without Nicor connector) *assumes
Equipment Delivery Fees		\$ -	\$ -	Included	all existing meters for Retrofit have Encoded registers
<b>Subtotal</b>		\$ -	\$ -		
<b>Ancillary Equipment for Water Meters</b>					
Washers	38,938	\$ 0.18	\$ 7,008.84	1 Week	1" - 1/16" Rubber
Gaskets	1,682	\$ 0.53	\$ 891.46	1 Week	1.5" - 1/8" Rubber
Gaskets	1,596	\$ 0.60	\$ 957.60	1 Week	2" - 1/8" Rubber
Nuts	6,556	\$ 0.12	\$ 786.72	1 Week	Zinc Plated Nuts
Bolts	6,556	\$ 0.40	\$ 2,622.40	1 Week	Zinc Plated 5/8"x2.5" Bolts
Curb stop	-	\$ 50.50	\$ -	1 Week	1 FIP X MC BALL CURB ST W/HD
Angle stop	-	\$ 40.31	\$ -	1 Week	1 FLR X MTR ANG VLV LW
Curb stop	-	\$ 157.43	\$ -	1 Week	1-1/2 FIP X FLG BALL CURB ST LW
Angle stop	-	\$ 186.61	\$ -	1 Week	1-1/2 FIP X MTR FLG ANG VLV
Curb stop	-	\$ 241.95	\$ -	1 Week	2 FIP X FLG BALL CURB ST LW
Angle stop	-	\$ 220.18	\$ -	1 Week	2 FIP X FLG ANG VLV
Straight meter coupling (meter tailpiece)	-	\$ 11.32	\$ -	1 Week	1X2-5/8 MTR COUP
External antenna mounts	-	\$ -	\$ -	N/A	Not necessary with recessed R900 hole in DFW lid
Equipment Delivery Fees		\$ -	\$ -	Included	
<b>Subtotal</b>		\$ -	\$ 12,267.02		
<b>Water Meter Lids</b>					
12 x 20 lid	17,205	\$ 42.00	\$ 722,610.00	6-8 Weeks	DFW Lid





**Las Virgenes Municipal Water District (LVMWD)**

**Cost Proposal**

**Meter & Meter Equipment Installation Services**

Item/Service	Quantity	Unit Price	Price	Notes/Comments
<b>Meters &amp; Meter Equipment Installation</b>				
<i>Installation of Water Meter and Ancillary Equipment</i>				
3/4" x 1"	17,064	\$ 65.00	\$ 1,109,160.00	
1"	2,405	\$ 65.00	\$ 156,325.00	
1 1/2"	602	\$ 262.50	\$ 158,025.00	
2"	429	\$ 262.50	\$ 112,612.50	
1 1/2"	242	\$ 262.50	\$ 63,525.00	
2"	366	\$ 262.50	\$ 96,075.00	
<b>Subtotal</b>	<b>21,108</b>		<b>\$ 1,695,722.50</b>	

**Water Meter Retrofit**

3/4" x 1"	-	\$ 35.00	\$ -	
<b>Subtotal</b>	<b>-</b>		<b>\$ -</b>	

**Water Meter Lid Installation**

Pre-drilled Meter Box Lid Installation	21,108	\$ 6.50	\$ 137,202.00	
<b>Subtotal</b>			<b>\$ 137,202.00</b>	

**Professional Services**

Project Management	1	\$ 150,000.00	\$ 150,000.00	
Mobilization	1	\$ 20,000.00	\$ 20,000.00	
Work Order Management System Costs	\$	-	\$ -	Included in per unit price
Estimated Not to Exceed Travel and Living Expenses	\$	-	\$ -	Included in per unit price
Printing Fees (Door Hangers)	21,108	\$ 0.50	\$ 10,554.00	
Call Center Support Fees	1	\$ 10,000.00	\$ 10,000.00	
Return to Utility (RTU) Charges	1	\$ 10.00	\$ -	
<b>Subtotal</b>			<b>\$ 190,554.00</b>	

**Other Installation Services**

Staging Site/Warehouse Space	1	\$	12,000.00	\$	12,000.00	<i>Include estimates for relocation meters to the curb and other such activities.</i>
Time & Materials Hourly Rate	1	\$	125.00	\$	-	
<i>Subtotal</i>				\$	12,000.00	

**TOTAL WATER METER INSTALLS + EQUIPMENT**

\$ 2,035,478.50

**ASSUMPTIONS:**

**Las Virgenes Municipal Water District (LVMWD)  
Cost Proposal  
Meter Data Management System**

Item/Service	Quantity	Unit Price	Extended Price	Notes/Comments
<b>Option 1: Hosted MDM Software/Hardware (Upfront Cost in Year 1)</b>				
MDMS One Time Setup Fee	\$	-	\$	***Headend MDMS Already Included in AMI Options 1, 2 & 5 of the Cost Proposal
<i>Subtotal</i>			\$	
<b>Option 2: On-Premises MDM Software/Hardware (Upfront Cost in Year 1)</b>				
MDMS One Time Setup Fee	\$	-	\$	No On-Premise solution offered
<i>Subtotal</i>			\$	
<b>Professional Services</b>				
Project Management			\$	***Headend MDMS Already Included in AMI Options 1, 2 & 5 of the Cost Proposal
System Design and Configuration			\$	
System Acceptance Testing			\$	
Training and Documentation			\$	
<i>Subtotal</i>			\$	
<b>Integration Services</b>				
MDM/AMI System Integration			\$	***Headend MDMS Already Included in AMI Options 1, 2 & 5 of the Cost Proposal
MDM/CIS System Integration			\$	
MDM/Customer Portal Integration			\$	
MDM/GIS Integration			\$	
<i>Subtotal</i>			\$	
<b>TOTAL (Year 1 Capital Cost only)</b>			\$	*Please note the calculation does not include the SubTotal calculation of the Upfront Cost in Year 1 of Option 2.

**Option 1 Hosted: Ongoing System Costs**

*For each of the following ongoing Operating Expense costs, specify what year the annual fee will commence and the annual escalation rate (%) for the twenty (20) year term.*

MDM Software Annual Hosting Fee	\$ -	***Headend MDMS Already Included in AMI Options 1, 2 & 5 of the Cost Proposal
Annual Maintenance Fees	\$ -	
<i>Subtotal</i>	<i>\$ -</i>	

**State the total Option 1 Ongoing System Cost for the twenty (20) year term**

*20 year total ongoing system cost*

**Option 2 On-Premises: Ongoing System Costs**

*For each of the following ongoing Operating Expense costs, specify what year the annual fee will commence and the annual escalation rate (%) for the twenty (20) year term.*

MDM Software Annual License Fee	\$ -	No On-Premise solution offered
Annual Maintenance Fees	\$ -	
<i>Subtotal</i>	<i>\$ -</i>	

**State the total Option 2 Ongoing System Cost for the twenty (20) year term**

*20 year total ongoing system cost*

**ASSUMPTIONS:**

No On-Premise solution offered

## **Exhibit D**

### Additional Terms and Conditions to The Agreement For Services

These Additional Terms and Conditions- are in addition to the requirements set forth in the Agreement for Services. The term "Agency" used herein shall mean Las Virgenes Municipal Water District (District). Exceptions to contractual terms shall apply only if duly noted and approved in writing between Contractor and Agency.

#### **SECTION 1. CONTRACT DOCUMENTS**

The complete contract includes the contract documents set forth herein, listed below. In the event of discrepancies, the order of the following items, considered part of the Agreement for Services, shall take precedence:

1. Exhibit D - Additional Terms and Conditions to the Agreement for Services (this Exhibit)
2. Agreement for Services (aka "Front-End"), including Exhibits A, Band C.
3. Exhibit E - Neptune 360 Software-as-a-Service (SaaS) Terms and Conditions
4. Exhibit F - Ferguson Waterworks AMI Maintenance as a Service (MaaS) Service Level Agreement (SLA)
5. Exhibit G - Acceptance Testing Criteria
6. Exhibit H - Training Plan
7. Exhibit I - R900 Propagation Analysis
8. 8. Exhibit J - Las Virgenes MWD - AMI Project Cash Flow Worksheet
9. Exhibit K- Warranties
10. Proposal (submitted by Contractor and on file)
11. Request for Proposal (released August 6, 2019 - not attached) including Addenda to the RFP. *Exceptions to contractual language noted in the Proposal only apply if incorporated into the Agreement.*

Any Scope of Work item not specifically listed or noted in Exhibit A but included in the Proposal AND included in the calculation for "total one-time cost for services" and Annual Software, AMI Network Operations and Maintenance Fees provided in Exhibit C, shall be considered part of the Scope under this Agreement and no additional compensation will be provided thereof.

#### **SECTION 2. PAYMENTS**

- A. Monthly progress payments shall be as follows:

1. On or about the 7th day of each month, Contractor shall submit to Agency an invoice including an estimate of the cumulative amount and value of the work performed by Contractor prior to that date and subsequent to prior estimates. The estimate may include the value of acceptable materials and equipment delivered to the work site. The estimate shall be based on certified copies of paid invoices by the Contractor.
  2. The Agency shall review the request as soon as practicable to determine whether the payment request is proper. A payment request found not to be a proper payment shall be returned within seven days after receipt accompanied by a written description of the reasons why the request is not proper.
  3. Agency shall pay Contractor, 95% percent of the invoice amount reduced by: amounts due to Agency for equipment, services or materials furnished by Agency; amounts of claims or liens by the Agency or others, and amounts required to be deducted by federal, state or local governmental authorities.
  4. If the Agency fails to make progress payment within 30 days after receipt of an undisputed and properly submitted invoice, the Agency shall pay to the Contractor interest at the legal rate set forth in Code of Civil Procedure Section 685.101(a) from seven days after receipt of the invoice by the Agency until paid.
  5. Progress payments do not signify acceptance of the work, or any portion of the work. Payments do not preclude Agency from demanding and recovering damages for failure to fully perform.
- B. On satisfactory completion of the work, Agency shall pay Contractor 95 percent of the value of the actual work less prior monthly progress payments.
- C. Within thirty days after recordation of a notice of completion, the undisputed amounts withheld by the Agency shall be released. Completion occurs on the acceptance by the governing body of the Agency; or the filing of a notice of cessation of labor.
- D. Notwithstanding the foregoing, contractor may receive payment in full, other than retention for claims by the Agency or third parties, if the contractor deposits approved securities or enters into an agreement with an escrow agent to hold earned retentions. The substitution of securities or the use of an escrow account shall be in the form and manner permitted by law.

### **SECTION 3. COMPLIANCE WITH PROVISIONS OF LAW**

- A. This Agency is subject to laws relating to public agencies which are part of this contract though fully set forth herein.
- B. Contractor shall comply with laws relating to the work.
- C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

#### **SECTION 4. AUTHORITY OF AGENCY REPRESENTATIVE**

Agency's representative shall decide questions about the quality or acceptability of materials furnished and work performed, manner of performance and rate of progress of the work, the interpretation of the specifications and the fulfillment of the contract by the Contractor.

#### **SECTION 5. NOT USED**

#### **SECTION 6. TRAVEL AND SUBSISTENCE PAYMENTS**

Travel and subsistence payments shall be paid to each worker as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations for the particular craft, classification or type of work.

#### **SECTION 7. HOURS OF WORK**

- A. Eight hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight hours during a calendar day or forty hours during a calendar week of the foregoing hours.
- B. Contractor shall keep and make available an accurate record showing the name each worker and hours worked each day and each week by each worker.
- C. Contractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4.
- D. As a penalty for failure to pay overtime when required, the Contractor shall forfeit to the Agency twenty-five dollars for each worker for each calendar day during which such worker works more than eight hours and is not paid overtime, and for each week during which such worker works more than forty hours and is not paid overtime.

#### **SECTION 8. APPRENTICES**

Contractor shall comply with the Labor Code concerning the employment of apprentices.



## **SECTION 9. SUBCONTRACTORS**

Contractor shall comply with the *Subletting and Subcontracting Fair Practices Act* of Public Contracts Code.

## **SECTION 10. NOT USED**

## **SECTION 11. SAFETY**

Contractor and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the *Contract Work Hours and Safety Standards Act*, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

## **SECTION 12. CHARACTER OF WORKERS**

Only competent workers shall be employed on the work. Workers who are incompetent, intemperate, troublesome, disorderly or otherwise objectionable, or who fail to perform work properly and acceptably, shall be immediately removed from the work by the Contractor and not reemployed.

## **SECTION 13. PAYMENT BOND**

- A. Before beginning the performance of the work, Contractor shall file a payment bond with the Agency for its approval and acceptance. The payment bond shall be in the sum of one hundred percent of the contract price.
- B. The payment bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the contractor. The payment bond shall be separate and distinct from any other bond required by this contract.

## **SECTION 14. PERFORMANCE BOND**

- A. Before beginning the performance of the work, Contractor shall file a performance bond with the Agency for its approval and acceptance. The performance bond shall be in the sum of one hundred percent of the contract price. The bond shall be payable by surety or sureties to Agency if Contractor fails to fully perform his obligations hereunder.
- B. The performance bond shall be in substantially the form of the bond attached hereto. The bond shall be executed by a representative of the surety having no financial interest in the contractor. The performance bond shall be separate and distinct from any other bond required by this contract.

## SECTION 15. TIME FOR COMPLETION

- A. All work shall be completed within the time frame(s) specified in Section 2 of the Agreement for Services.
- B. The Agency expects the project to be completed on or before the Completion Date. If the work is not done by the Completion Date, the Agency will suffer damage and will incur substantial additional costs. Some of these damages and costs are and will be impractical and infeasible to determine, and some will be ascertainable. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors due to such causes) or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's liquidated damages or other damages or costs resulting from the failure to complete the work by the Completion Date. If the Agency determines, in its sole judgment, the failure to complete the work by the Completion Date is due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, the Contractor and the Contractor's Surety shall be liable for payment to the Agency of **both** of the following:
1. Fixed and liquidated damages, which are not a penalty, equal to \$1500 for each calendar day of delay beyond the Completion Date.
  2. Ascertainable costs and damages incurred by the Agency resulting from the failure to complete the work by the Completion Date, including, but not limited to supervision, engineering, inspection, incidental and overhead expenses directly related to the Contract.
- C. Within ten days from the beginning of the event or reason which will prevent the work under this contract from being completed by the Completion Date, the Contractor shall notify the Agency in writing of the cause of delay and shall request an extension of the Completion Date.
- D. Upon receipt from the Contractor of a request for extension of the Completion Date, the Agency shall ascertain the facts and extent of the delay. The Agency may extend the Completion Date if the Agency determines, in its sole judgment, the findings justify an extension and such extension is in the best interest of the Agency. Such an extension will increase the Agency's financial obligations and costs incurred for supervision, engineering, inspection, incidental and overhead expenses directly related to the Contract and which accrue as a result of the extension. If the Agency extends the Completion Date and determines, in its sole

judgment, the extension is needed due to unforeseeable causes (which causes include Acts of God, or the public enemy, acts of the Government, acts of another contractor in the performance of another contract with the Agency, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of Subcontractors due to such causes) or is due to causes within the control of the Agency, the fault or negligence of the Agency, then the Contractor shall not be liable for the Agency's damages or costs resulting from such extension. If the Agency extends the Completion Date and determines, in its sole judgment, the extension is needed due to foreseeable causes, causes within the control of the Contractor, the fault or negligence of the Contractor, or weather conditions which are normal for the area and the season, then the Contractor and its Surety shall be liable for an shall reimburse Agency for such costs before the final payment.

- E. The Agency may deduct the liquidated damages and any additional costs and damages for which the Contractor is liable under this Section, from progress payments or from the final payment. The payment of progress payments before and after the Completion Date shall not constitute a waiver of liquidated damages or of additional damages or costs for which the Contractor is liable under this Section. Release of any Bonds shall be contingent upon payment of these amounts.

## **SECTION 16. ACTS OF GOD**

Contractor is not responsible for the cost of repairing or restoring damage to the work exceeding five percent of the contract price and determined to have been proximately caused by earthquakes in excess of the magnitude of 3.5 on the Richter Scale and tidal waves if damaged work is built in accordance with accepted and applicable building standards and the plans and specifications.

## **SECTION 17. UTILITY RELOCATION**

- A. As between the parties, Agency is responsible for the timely removal, relocation or protection of existing main or trunk line underground utility facilities located on the job site, if such utilities are not identified by the Agency in the plans and specifications. As to such unidentified utilities, Contractor shall be compensated for: the costs of relocation; repairing damage not due to the failure of Contractor to exercise reasonable care; removing or relocating such utilities not included in the plans and specifications with reasonable accuracy, and equipment on the project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the project, when the delay is caused by the failure of the Agency or the owner of the utility to remove or relocate the facilities.

- B. The Agency is not required to indicate the presence of existing service laterals or appurtenances when the presence of such utilities on the work site can be inferred from other visible facilities, such as buildings, metering junction boxes, on or adjacent to the work site.
- C. Contractor shall immediately notify the Agency and utility in writing, if the Contractor discovers utility facilities not identified by the Agency in the contract plans or specifications.

## **SECTION 18. PUBLIC CONVENIENCE**

- A. Contractor's operation shall cause no unnecessary public inconvenience. The access rights of the public shall be considered at all times. Unless otherwise authorized, traffic shall be permitted to pass through the work or an approved detour shall be provided. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to fire hydrants, residences, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals, unless other arrangements are made satisfactory to the owners.
- B. Vehicular access to residential driveways shall be maintained to the property line except when necessary construction precludes such access for reasonable periods of time.
- C. Grading operations, roadway excavation and embankment construction shall provide a reasonably satisfactory surface for traffic. When rough grading is completed, the roadbed surface shall be brought to a smooth even condition satisfactory for traffic.
- D. The Contractor shall comply with applicable state and local requirements for closure of streets. Contractor shall provide barriers, guards, lights, signs, temporary bridges, flagmen and watchmen advising the public of detours and construction hazards. Contractor shall comply with additional public safety requirements arising during construction. Contractor shall furnish and install, and upon completion of the work promptly remove, signs and warning devices.
- E. At least seventy-two hours in advance of closing or partial closing or of reopening any street, alley or other public thoroughfare, Contractor shall notify the police, fire, traffic and engineering departments of jurisdictional agencies involved and comply with their requirements.
- F. Contractor shall post job site notices prescribed by state and federal regulations.

## **SECTION 19. EXCAVATIONS**

- A. Contractor shall submit for Agency approval, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the

excavation of trenches five feet or more in depth. The plan shall be at least as effective as that required by the Construction Safety Orders of the California Division of Industrial Safety. If the plan varies from the shoring systems standards established by Safety Orders, the plan shall be prepared by a registered civil or structural engineer.

- B. At the close of each working day, Contractor shall completely backfill open excavation and cover the same with temporary asphalt mix in accordance with normal practice in the industry and the rules, regulations, laws and ordinances of the State of California, City (Westlake Village, Agoura Hills, Calabasas, Hidden Hills) or County of Los Angeles as applicable.
- C. If the work involves digging trenches of excavations extending deeper than four feet below the surface, the Contractor shall promptly, and before the conditions are disturbed, notify the Agency, in writing, of any: (1) material the Contractor believes hazardous waste, as defined in Section 25117 of the Health and Safety Code, and required to be removed to a Class I, Class II, or Class III disposal site; (2) subsurface or latent physical conditions at the work site differing from those indicated; or (3) unknown physical conditions at the work site of unusual nature, different material from those ordinarily encountered and generally recognized as inherent in the work of the character provided in the contract. The Agency shall promptly investigate the conditions. If the Agency finds the conditions are as alleged by the Contractor and conditions cause a change in the Contractor's cost, or the time required for performance, the Agency shall issue a change order. If a dispute arises whether the Agency's findings are correct, the Contractor shall proceed with the work. The Contractor shall retain rights by contract or law pertaining to resolution disputes and protests between the parties.
- D. Contractor shall comply with underground service alert regulations.

## **SECTION 20. EXTRA WORK**

- A. The Agency may require changes in, additions to, or deductions from the work to be performed or to the materials to be furnished under this contract. No extra work shall be performed or change made except pursuant of a written order from the Agency stating the extra work or change is authorized, and setting forth the basis upon which payment is to be made. No claim for additional compensation shall be valid unless pursuant to such a change order. Nothing in this section shall excuse the Contractor from proceeding with the prosecution of the changed work. When required by the Agency, the Contractor shall furnish an itemized breakdown of the quantities and prices used in computing the value of any ordered change.

- B. Adjustments in the amounts to be paid to the Contractor by reason of any such change, addition or deduction shall be determined by one or more of the following methods:
1. By an acceptable lump sum proposal from the Contractor.
  2. By unit prices contained in the Contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between the Agency and the Contractor.
  3. By ordering the Contractor to proceed with the work and to furnish daily reports of extra work. The reports shall itemize all costs for labor, material, and equipment rental. The reports for workmen shall include hours worked, rates of pay, names and classification; and for equipment shall include size, type, identification number and hours of operation. Records and reports shall be made immediately available to the engineer upon his request.
- C. When the Agency orders extra work and there is an agreement between the Agency and the Contractor to perform the work, the Agency may approve the method used by the Contractor to accomplish the work. At the request of the Agency, the method to be used shall be memorialized in writing prior to work being performed.
- D. If the contractor contends a proposed change is a substantial revision in the character of the work, the question shall be immediately submitted to an arbitrator for decision. The arbitrator's decision will be final and conclusive unless it is fraudulent, capricious, arbitrary or so grossly erroneous as to imply bad faith. Each party shall advise the other in advance of the arbitration of the material on which the party intends to rely and give the other a reasonable opportunity to refute or supplement such factual material.

## **SECTION 21. CLEAN -UP**

On completion of the work, Contractor shall remove debris and surplus materials from the work site.

## **SECTION 22. MATERIALS**

- A. Unless otherwise specified, shown, or permitted by the Agency, materials and equipment incorporated in the work shall be new and current manufacture. The Agency may request the Contractor to furnish manufacturer's certificates to this effect.

- B. Materials furnished and work performed shall be subject to inspection and testing by Agency's authorized agents at Agency's expense. If such inspection and testing reveals non-compliance with the requirements of this contract, the Contractor shall bear the cost of necessary corrective measures and the cost of subsequent inspecting and testing.
- C. The inspection of the work shall not relieve the Contractor of the obligations under the contract. Even though equipment, materials, or work required under the contract have been inspected, accepted, and estimated for payment, the Contractor shall replace or repair such equipment, materials, or work found to be defective or otherwise not to comply with the requirements of the contract up to the end of the maintenance and guarantee period.
- D. All meters and materials are covered by manufacturer warranties, Contractor will provide warranty service under the manufacturer's warranty. Installations are warranted directly by Contractor.

### **SECTION 23. PERMITS AND LICENSES**

- A. Contractor shall apply for and procure permits and licenses necessary for the work.
- B. Contractor shall give notices necessary and incidental to the due and lawful prosecution of the work and shall comply duly with the terms and conditions of permits and licenses.
- C. Contractor shall pay charges and fees in connection with permits and licenses.

### **SECTION 24. LAND AND RIGHTS OF WAY**

- A. Agency shall provide land and rights-of-way where the work is constructed.
- B. Contractor shall procure additional rights-of-way desired by the Contractor to facilitate construction. Contractor shall enter into written agreements with property owners for such purposes and provide Agency with copies of the agreements.
- C. Except as provided above relating to utility relocation, when the work is to be performed in the vicinity of existing improvements, such improvements shall not be disturbed or damaged except for such removal or relocation in the land and rights-of-way provided by the Agency or unavoidable to accommodate the work.

### **SECTION 25. NOT USED**

### **SECTION 26. SHOP DRAWINGS SUBMITTED BY CONTRACTOR**

- A. Shop drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data prepared by the Contractor or any subcontractor, manufacturer, supplier or distributor, and illustrating some portion of the work.
- B. The Contractor shall review, stamp with approval, and submit for review by the Agency's representative shop drawings for material and equipment to be incorporated into the work. Drawings shall be submitted in quadruplicate to the Agency's representative and be accompanied by a letter of transmittal listing the drawings submitted. Drawings shall show the name of the project, the name of the Contractor, the names of suppliers, manufacturers and subcontractors. Shop drawings shall be submitted with promptness and in orderly sequence to cause no delay in the work.
- C. Shop drawings shall be complete. If the shop drawings show deviations from the requirements of the plans and specifications because of standard shop practices or other reasons, the deviations and the reasons therefor shall be set forth in the letter of transmittal.
- D. By approving and submitting shop drawings, the Contractor represents material, equipment and other work shown thereon conforms to the plans and specifications except for the deviations set forth in the letter of transmittal.
- E. Within ten calendar days after receipt of the drawings, the Agency will return two prints of the drawings to the Contractor with comments. If noted by the Agency, the Contractor shall correct the drawings and resubmit in the same manner as the original submittal. The Contractor shall direct attention in the letter of transmittal accompanying resubmitted shop drawings to revisions other than the corrections requested by the Agency's representatives on previous submittals.
- F. The review by the Agency's representative is for general conformance with the design concept of the project and general compliance with the plans and specifications and shall not be construed as relieving the Contractor of the full responsibility for: providing materials, equipment, and work required by the Contract; the proper fitting and reconstruction of the work; the accuracy and completeness of the shop drawings; selecting fabrication processes and techniques of construction; and performing the work in a safe manner.
- G. No portion of the work requiring a shop drawing submittal shall be commenced until the submittal has been reviewed by the Agency's representative and returned to the Contractor with a notation indicating re-submittal is not required.

## **SECTION 27. SUPERVISION BY THE CONTRACTOR**



Before starting the work, the Contractor shall designate, in writing, a representative having authority to act for the Contractor. An alternate representative may be designated. (A joint venture shall designate only one representative and alternate.) The representative or alternate shall be present at the work site when work is in progress. Orders or communications given to this representative shall be deemed delivered to the Contractor. In the absence of the Contractor or designated representative, directions or instructions may be given by the Agency's representative to the superintendent or foreman having charge of the specific work to which the order applies. Such order shall be complied with promptly and referred to the Contractor or the representative.

## **SECTION 28. INSPECTION**

- A. The Agency's representative shall have access to the work during construction and shall be furnished with reasonable facility for gaining knowledge of the progress, workmanship and character of materials used and employed in the work.
- B. When the Contractor varies the period during which work is carried on each day, Contractor shall give notice to the Agency's representative so proper inspection may be provided. Work done in the absence of the Agency's representative is subject to rejection.
- C. No materials shall be installed until approved by the Agency's representative. Installations to be backfilled shall be inspected and approved by the Agency's representative prior to backfilling. The Contractor shall give notice in advance of backfilling to the Agency's representative so proper inspection may be provided.
- D. If the Agency's Representative is required to conduct inspections of Contractor's work between the hours of 5 p.m. and 8 a.m., or is required to conduct inspections on Saturdays, Sundays or holidays, then the Agency will incur additional costs for inspection. If the Agency's Representative is required to conduct inspections between the hours of 5 p.m. and 8 a.m., or inspections on Saturdays, Sundays or holidays due to the actions or conduct of Contractor, and if the actions or conduct of Contractor are not otherwise authorized or addressed in the Specifications or in a Change Order, the Contractor shall be liable for the Agency's additional inspection costs. The Agency may deduct these additional inspection costs from progress payments or from the final payment.

## **SECTION 29. REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK**

- A. Rejected work shall be removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such removal or replacement. Work done beyond the lines and grades shown on the plans or established by the Agency's representative, or work done without written authority will be considered as unauthorized and not be paid for. Such work

may be ordered removed at the Contractor's expense.

- B. Upon failure on the part of the Contractor to comply promptly with an order of the Agency's representative under this section, the Agency's representative shall have authority to cause defective work to be removed and replaced, and unauthorized work to be removed, and to deduct the costs from monies due the Contractor.

### **SECTION 30. ERRORS OR DISCREPANCIES NOTED BY CONTRACTOR**

- A. If the Contractor finds discrepancy between the specifications and the drawings, and the physical conditions at the site of the work, or finds errors or omissions in the drawings or in any survey, Contractor shall promptly notify the Agency in writing of such discrepancy, error or omission. If the Contractor observes drawings or specifications at variance with applicable law, ordinance, regulation, order or decree, Contractor shall promptly notify the Agency in writing of such conflict.
- B. On receipt of any such notice, the Agency shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor, after Contractor's discovery of such error, discrepancy or conflict, will be at Contractor's own risk and Contractor shall bear costs arising therefrom.

### **SECTION 31. EQUIPMENT**

The Contractor must furnish adequate equipment and facilities to perform properly the work in a workmanlike manner in accordance with these specifications. Such equipment and facilities must be in a good state of repair and maintained in such state during the progress of the work and shall meet requirements of applicable ordinances and laws. No worn or obsolete equipment shall be used, and in no case shall the maker's rating of capacity for equipment be exceeded.

### **SECTION 32. STORAGE OF MATERIALS**

Materials for use in the work shall be stored by the Contractor to prevent damage from exposure to the elements, admixture of foreign materials or from any other cause. The Contractor is responsible for damage to or loss of materials by weather or other causes.

### **SECTION 33. GUARANTEES**

Contractor guarantees work from defect in workmanship for the period of one year from the date of acceptance by the Agency and shall repair and replace such work, together with other displaced work, without expense to the Agency, ordinary wear and tear, usual abuse or neglect excepted. Agency may have the defects repaired and made good at the expense of the Contractor, if Contractor fails to comply with the above-mentioned conditions within a week after being notified in writing.

Contractor warranties installation. All meters and materials are covered solely and exclusively by manufacturer warranties. Contractor will provide warranty service under the manufacturer's warranty.

Battery life for AMI meters, AMI network and all other warranties shall be as specified in Exhibit K.

All other warranties, express or implied, are hereby disclaimed.

#### **SECTION 34. RISK OF LOSS PRIOR TO FINAL ACCEPTANCE**

Except as set forth above relating to acts of God, risk of loss from total or partial destruction of the work, prior to final acceptance, shall be borne by Contractor regardless of the cause. Contractor shall repair or replace such damages or destroyed work, to its prior undamaged condition before being entitled to additional progress payments or final payment. Total or partial destruction or damage shall not excuse Contractor from completion of the work.

#### **SECTION 35. TERMINATION: CONTRACTOR AT FAULT**

- A. The Agency may declare the Contractor in default, should the Contractor fail to meet the requirements of the Contract, or be placed in bankruptcy, or should a receiver be appointed for Contractor's properties, or should Contractor make an assignment for the benefit of creditors. In such event, the Agency will notify the Contractor in writing. On receipt of such written notice, the Contractor shall preserve site construction materials, equipment and plant, and undertake immediate steps to remedy such default.

If the Contractor fails to remedy such default within five calendar days after receipt of such written notice, the Agency may terminate the Contractor's right to proceed with the work as to which default has occurred. Upon receipt of such written notice, the Contractor shall for that work affected by any such termination:

1. assist the Agency in making an inventory of materials and equipment in storage at the site, en route to the site, in storage or manufacture away from the site, and on order from suppliers;
2. assign to the Agency, subcontracts, supply contracts and equipment rental agreements all as designated by the Agency; and
3. remove from the site, all construction materials, equipment and plant listed in said inventory other than such construction materials,

equipment and plant which are designated in writing by the Agency to be used by the Agency in completing such work.

- B. The Agency may complete the work to which notice applies by contract or otherwise, and may take possession of the materials, plant, tools, equipment, supplies and property furnished by the Contractor which is designated by the Agency in writing for such purpose.
- C. The expense of completing such work, together with a reasonable charge for administering a contract for such completion, shall be charged to the Contractor. Such expense shall be deducted by the Agency out of such monies as may become due to the Contractor. If this expense exceeds the sum otherwise payable under the Contract, the Contractor and Contractor's sureties shall be liable. Upon written notice from the Agency, the Contractor promptly pays to the Agency, the amount of such excess. The Agency shall not be required to obtain the lowest bids for completing such work, but may make such expenditures as in the Agency's sole judgment will best accomplish such completion.

#### **SECTION 36 . TERMINATION: CONTRACTOR NOT AT FAULT**

Agency may terminate the contract upon thirty days written notice to the Contractor, if Agency finds reasons beyond the control of the parties make it impossible or against the Agency's interests to complete the work. In such a case, the Contractor shall have no claims against the Agency, except for the value of work performed to the date of termination, and the cost of materials and equipment on hand, in transit, or on definite commitment, as of the date of termination if such materials and equipment would be needed in the work. The value of work performed and the cost of materials and shipment delivered to the site shall be determined by the Agency in accordance with the procedure prescribed for the making of a final estimate and payment.

#### **SECTION 37. RESOLUTION OF CERTAIN CLAIMS**

- A. Notwithstanding the foregoing, a demand of \$375,000, or less, by the Contractor for a time extension; payment of money or damages arising from the work done by or on behalf of the Contractor pursuant to this contract; or payment of an amount which is disputed by the Agency shall be processed in accordance with Public Contracts Code Sections 20104 *et seq.* relating to informal conferences, non-binding judicially supervised mediation and judicial arbitration.
- B. A single written claim shall be filed under this section prior to the date of final payment for all demands, including demands not subject to Public Contracts Code Sections 20104 *et seq.* arising out of the contract.
- C. Within thirty (30) days of the receipt of the claim, the Agency may request

additional documentation supporting the claim or relating to defenses or claims the Agency may have against the Contractor. If the Amount of the claim is less than \$50,000, the contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000 but is less than \$375,000.

- D. Unless further documentation is requested, the Agency shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000 or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, the Agency shall respond within the same amount of time taken by the Contractor to respond or fifteen (15) days, whichever is greater, after receipt of further information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by the Agency, the Agency shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.
- E. If the Contractor disputes the Agency's response, or the Agency fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on the Agency within fifteen (15) days after the deadline of the Agency to respond or within fifteen (15) days of the Agency's response, whichever occurs first. The Agency shall schedule the meet and confer conference within thirty (30) days of the request.
- F. If the meet and confer conference does not produce a satisfactory request, the Contractor may pursue remedies authorized by law.

## Exhibit E

### Neptune 360 Software-as-a-Service (SaaS) Terms and Conditions

These Terms and Conditions ("SaaS Terms" or the "Agreement") set forth the terms and conditions whereby Neptune Technology Group Inc. ("Neptune") agrees to provide the customer of Distributor (the "Customer") with software, related documentation, training, and support. For purposes of these SaaS Terms, Neptune and Customer are referred to as a "Party."

#### 1. Definitions:

- a. *Affiliated Parties* - employees, officers, directors, agents, and financial, legal, and other advisors and affiliates (including a parent, subsidiary, or other related company) of a Party.
- b. *APIs*- published Neptune application programming interfaces.
- c. *Application* - Neptune's SaaS application, Neptune 360.
- d. *Confidential Information* - the contents and existence of this Agreement as well as any information that is not generally known outside the Discloser relating to any aspect of business of the Discloser, whether existing or foreseeable, including but not limited to: project files; product designs, processes; new or existing product development; production characteristics; testing procedures and results thereof; engineering evaluations and reports; know-how, trade secrets, business plans, financial statements and projections; Consumer lists and information; software and computer programs, including source code; training manuals; policy and procedure manuals; price and cost information; and any information received by the Discloser under an obligation of confidentiality to a third-party. A "Recipient" receives Confidential Information; a "Discloser" discloses Confidential Information.
- e. *Connectivity* - the ability for data collection Devices to send readings through a network to the Application, assuming the Devices are operational.
- f. *Consumer* - Customer's clients or users, both residential and commercial.
- g. *Customer Data* - any data and non-public information provided to Neptune by Customer.
- h. *Devices* - radio devices that interface with meters or other sensors and redistribute data over networks.
- i. *Distributor* - Neptune's authorized distributor of the Application and other Neptune Products pursuant to an Authorized Distribution Agreement between Neptune and distributor.
- j. *Documentation* - any user manuals, reference manuals, release, application and methodology notes, written utility programs and other materials in any form provided by Neptune.
- k. *Indemnified Persons* - Customer or its Consumers or Affiliated Parties.
- l. *Initial Term* - as defined in Section 4.
- m. *Key* - a license key provided by Neptune pertaining to the API.

- n. *Maintenance Window* - a scheduled outage of services for planned changes, upgrades, and/or repairs for the Application.
  - o. *Renewal Term* - as defined in Section 4.
  - p. *Service Level Objectives* -as defined in Section 3.
  - q. *Software as a Service (SaaS)* - a software model in which Neptune's Application is delivered on a subscription basis and managed remotely via an online network.
  - r. *Term* - as defined in Section 4.
2. **Services.** Customer shall not use, and shall not permit the use of, the Service by any unauthorized third-parties. Unless mutually agreed in writing, the Services include only the following:
- a. Providing Customer secure access to the hosted Application, including all updates and upgrades;
  - b. Providing application, server and Application monitoring, security monitoring, and database preventive maintenance monitoring;
  - c. Providing telephone support at 1-800-647-4832 Monday-Friday from 7:00am-5:00pm central time, excluding corporate holidays and email support at support@neptunetg.com;
  - d. Providing updates, with prior notice via email, and upgrades to the Application.

**Objectives:**

- a. *Availability.* Neptune will use commercially reasonable efforts to provide at least 99% uptime of the SaaS Application, less Maintenance Windows.
- b. *Ticket Issuance.* Neptune will open a trouble ticket upon the earlier to occur of: (i) when Neptune first observes an issue; or (ii) when Customer first reports the issue. If an issue relates to Customer's system and Neptune becomes aware of the issue, Neptune will promptly report this information to Customer. Technical support hours are Monday-Friday from 7am-5pm Central Time. Neptune's commitment is to open a ticket and respond to said ticket within 24 hours of issue identification.
- c. *Response Time.* The urgency and time to correct will be dependent upon the issue itself and its impact to the Customer to perform billing functions (a "Billing Impediment"). Neptune shall prioritize the correction of any Billing Impediment and shall endeavor to correct such problems within 72 hours after issue identification. Other issues are considered a bug and fixes will be implemented upon an assigned software major or minor release schedule.
- d. *Service Failures.* If at any time during the Term a Billing Impediment goes unresolved within the window above, Customer's exclusive remedies include, at Customer's election, a credit for one (1) month of Service or termination of this Agreement with repayment of any prepaid fees on a prorated basis.

**4. Term and Termination:**

- a. The "Initial Term" of this Agreement shall be listed on the accepted purchase order.

- b. By Customer.* Customer may terminate this Agreement and any Exhibits without cause prior to the expiration of the then current Term without refund.
  - c. By Neptune.* Neptune may immediately terminate this Agreement and any Exhibits should (a) Customer fail to cure its breach of this Agreement within 30 days of notice by Neptune or (b) should Customer breach this Agreement in an incurable way.
  - d. Data Ownership and Rights upon Termination.* Any data and information provided to Neptune by Distributor, Customer or its Consumers ("Customer Data") remains the property of Customer. Customer grants to Neptune the right and license to host, access, store, and use the Customer Data for the purposes of Neptune's performance pursuant to this Agreement, including, but not limited to for the purposes of providing and maintaining the Service. Upon expiration or termination of this Agreement, Neptune will no longer provide the Service and Customer may no longer use the Service. Following such expiration or termination, so long as Customer is current in all payments to Neptune, upon the written request of the Customer made within thirty (30) days after the effective date of the expiration or termination, Neptune will use commercially reasonable efforts to prepare for export or download any Customer Data, with such export or download to be made in a mutually agreed format. After such thirty (30) day period, Neptune has no obligation to maintain or provide the Customer Data, and Neptune shall delete or destroy all Customer Data (and all copies of Customer Data) in its systems or otherwise in its possession or control, unless prohibited by law.
5. **Billing and Payment.** Upon the Effective Date and thereafter on each successive anniversary and receipt of a purchase order, Distributor shall issue an invoice payable within 30 days. A late charge will be assessed on all amounts not paid by the due date at a rate equal to the lesser of five percent (5%) per annum or the maximum rate permitted by applicable law.
6. **Force Majeure.** Neptune shall incur no liability of any kind to Customer due to (i) causes unrelated to the Application or the provision of Services, including, but not limited to, any disruption in Customer's networks not administered by Neptune or any disruption in the Internet or World Wide Web, or (ii) any other causes beyond Neptune's reasonable control, including, but not limited to, acts of God, war, terrorism, electrical storm, wind storm, tornado, hurricane, strikes or lack of access to equipment at Customer's site or Subscriber modules. Neptune does not guarantee network security, or the integrity of any data which is sent over, backed up, stored or subject to load balancing.
7. **Disclaimer of Warranties.** OTHER THAN THE SERVICE LEVELS LISTED ABOVE, NEPTUNE DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED HEREUNDER, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO SUCH SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEPTUNE EXPRESSLY DISCLAIMS SUCH WARRANTIES AND CONDITIONS.
8. **Application Programming Interfaces:**
- a. License.* For the sole purpose of creating an interface between the Application and software or applications licensed by Customer from third parties, Neptune hereby grants to Customer a non-exclusive, non-transferable license to use APIs. Neptune will provide to Customer Documentation related to the APIs, and Neptune grants



Customer a non-exclusive, nontransferable license to use one copy of the Documentation solely in furtherance of the license granted herein.

- b. *Limitations on Rights of Use.* Customer shall not use the API for any other purpose except as expressly authorized in this Agreement and Documentation. Neptune reserves the right to make the APIs available to Customer only pursuant to a Key. Customer will not disclose the Key to, or allow the use of the Key by, any third party other than the third party. Neptune will provide Customer the APIs in object code only. Neptune reserves the right to encrypt the API as it deems appropriate. Customer has no other rights in the object code or source code of the API. Customer may not disassemble, decompile, reverse translate or apply any other procedure to a non-source code delivered API. If Customer has relationships with additional utilities (or other entities) that are Neptune customers and Customer desires to use APIs or SaaS with other Neptune customers, then Customer must enter into a separate agreement with Neptune and such customer. Any rights in API(s) and the Documentation not expressly granted to Customer in this Agreement shall remain with Neptune.
- c. *Upgrades.* Neptune may make changes to the APIs from time to time, with at least 30 days prior notice to District. Neptune will make commercially reasonable efforts to maintain backward compatibility of the APIs but makes no guarantees and assumes no obligation to ensure backward compatibility. APIs may not remain compatible with third party software or programs after changes to the APIs, changes to third party software or programs, or changes to the SaaS.

9. **Limitation of Liability.** NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL NEPTUNE BE LIABLE TO CUSTOMER, ANY SUBSCRIBER OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, COSTS OF PROCURING SUBSTITUTE GOODS, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF CUSTOMER, ANY SUBSCRIBER OR ANY SUCH THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEPTUNE'S LIABILITY FOR DAMAGES ARISING OUT OF OR CONNECTED IN ANY WAY WITH THE AGREEMENT OR ANY EXHIBIT OR THE PROVISION OR NON-PROVISION OF THE SERVICE (WHETHER IN CONTRACT, TORT OR OTHERWISE) SHALL BE DIRECT DAMAGES, NOT TO EXCEED AN AGGREGATE OF THE AMOUNT PAID TO NEPTUNE ON THE APPLICABLE PURCHASE ORDER. CUSTOMER HEREBY ACKNOWLEDGES THAT WITHOUT THE LIMITATION OF LIABILITY SET FORTH HEREIN THE FEES CHARGED FOR THE SERVICE WOULD BE HIGHER

**10. Responsibilities of Customer:**

- a. The procurement, compatibility, operation, security, support and maintenance of Customer's hardware and software (that are not the express subject of this Agreement) is the responsibility of Customer.
- b. Application user administration, including but not limited to the definition, management, and security of usernames and passwords are the sole responsibility of Customer.

- c. Customer represents and warrants to Neptune that it will hold at all relevant times all appropriate licenses and consents required to operate its business for which the Service is provided and that it will at all relevant times conduct its business in accordance with applicable law and regulation. Customer shall be responsible for the payment of any taxes, assessments or fees associated with the use of the Service. Neptune prohibits use of its Service in any way that: (i) is unlawful; (ii) interferes with use of the Application or the Internet by any other person or entity; (iii) infringes the intellectual property rights or privacy rights of any other person or entity; (iv) presents security or privacy risks, including, without limitation, interfering with or gaining unauthorized access to or otherwise violating the security of the Application or any other person or entity's server, e-mail accounts, or data; or (v) is inconsistent with the terms and conditions of this Agreement .
- d. *Connectivity with Customer.* Unless other modified by an Exhibit, Customer shall be solely responsible for supplying routing Connectivity between the its network, its collection hardware, and the Application.
- e. *Equipment Maintenance.* Unless other modified by an Exhibit, Neptune shall not be responsible for the maintenance of Customers' networks.

**11. Indemnification.** Upon notice and demand from Customer, Neptune shall promptly assume full responsibility for the defense, at Neptune's expense, of any claim, demand, proceeding or action that may be brought (or threatened to be brought) against Indemnified Persons alleging any of the following: (a) violation or infringement of any patent, trademark or copyright or of any contractual, intellectual property or other rights of any third parties arising out of the Services or the use or sale of any products provided in connection with the Services; (b) any loss or damage resulting from a breach of Section 12. Notwithstanding the foregoing, Neptune shall have no duty to indemnify Customer in the event of Customer's negligence.

**12. Confidentiality:**

- a. Recipient shall use Confidential Information only for performing under the Agreement and shall comply with all applicable laws in Recipient's use of Confidential Information. Other than explicitly stated herein, nothing in this Agreement shall be construed as granting any rights to Recipient, by license or otherwise, to any Confidential Information. Recipient shall protect the Confidential Information by using the same degree of care as Recipient uses to protect its own confidential and proprietary information of a like nature, but not less than a reasonable degree of care. Recipient shall not disclose or provide Confidential Information or any summary or derivative thereof to any third-party without the express prior written consent of Discloser in each instance. Recipient shall take all commercially reasonable steps to ensure that the Confidential Information is not used or disclosed by its Affiliated Parties in violation of this Agreement. Recipient shall (i) not remove the copyright notice, trademarks and all other proprietary rights notices and (ii) reproduce all copyright notices, trademarks and all other proprietary rights notices contained in the Confidential Information. Recipient shall only permit access to the Confidential Information to those Affiliated Parties who reasonably need to know such information to perform under this Agreement. Recipient shall require that all such Affiliated Parties who have access to any Confidential Information execute, or be subject to, a written confidentiality agreement that protects such information at least to the same extent as

provided in this Agreement prior to any such access. Recipient shall be responsible for any violation of this Agreement on the part of such Affiliated Parties.

- b. Recipient's duty to protect the Confidential Information, and to refrain from using such information except for performing its obligations under this Agreement expires five years following the termination of this Agreement from the date of disclosure of such piece of Confidential Information; provided, however, that information that is a "trade secret" shall be kept confidential by Recipient until such information is no longer a "trade secret" under applicable law. Recipient and its Affiliated Parties shall not disclose any of the Confidential Information in any manner whatsoever, except as provided in this Agreement and shall hold and maintain the Confidential Information in strictest confidence. Notwithstanding the foregoing, the Parties acknowledge that, pursuant to a Defense of Trade Secrets Act of 2016, an individual may not be held criminally or civilly liable for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.
- c. This Agreement imposes no obligation upon Recipient with respect to any information that: (a) is or becomes publicly known or publicly available or otherwise in the public domain through no act of Recipient or its Affiliated Parties; (b) is already known to, or in the possession of, Recipient or its Affiliated Parties at the time of the disclosure; (c) is rightfully received by Recipient or its Affiliated Parties from a third-party under no obligation of confidentiality to Discloser or Discloser's Affiliated Parties; (d) is disclosed by Recipient with Discloser's prior written approval; or (e) is required to be disclosed by order of a court or governmental agency; provided, however, that in such a case, Recipient shall immediately notify Discloser of such order to allow Discloser to seek a protective order or other appropriate relief.

**13. Governing Law, Venue.** The interpretation and construction of this Agreement, and all matters relating to this Agreement, will be governed by the laws of the state in which Customer located without giving effect to any conflict of law provisions thereof. Any legal action or proceeding with respect to this Agreement must be brought in the in which Customer located and by execution and delivery of this Agreement, each party to this Agreement irrevocably submits itself in respect of its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Agreement. Each of the parties to this Agreement irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the courts referred to in the preceding sentence. Nothing in this paragraph will affect or eliminate any right to serve process in any other manner permitted by law. CUSTOMER IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY OF ANY CAUSE OR ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY PORTION OF THIS AGREEMENT, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY. CUSTOMER REPRESENTS THAT IT HAS CONSULTED WITH COUNSEL REGARDING THE MEANING AND EFFECT OF THE FOREGOING WAIVER OF ITS JURY TRIAL RIGHT.

**14. Miscellaneous.** Customer may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or any of its rights or obligations thereunder without first obtaining the written consent of Neptune. Neptune may freely assign its rights and obligations under the SOAs and this Agreement to any party that succeeds to its interest in the assets used to provide the Service, whether by stock sale, asset sale or merger. This Agreement shall be binding upon and inure to the benefit of each party's permitted assigns and successors. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and shall supersede any prior proposals, understandings and agreements, whether written or oral, between the parties with respect to that subject matter. This Agreement may not be amended or modified except by a written instrument executed by duly authorized representatives of the Parties. The headings in this Agreement, including all Section and subsection titles or captions, are inserted for convenience only and shall not constitute a part hereof nor affect the interpretation of this Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of a counterpart shall have the same effect as an original. Any notice required or permitted by this Agreement shall be in writing, in English and delivered by overnight commercial courier (such as FedEx) providing proof of delivery, addressed as set forth on the bottom of the first page of this Agreement.

## **Exhibit F**

### **Ferguson Waterworks AMI Maintenance as a Service (MaaS) Service Level Agreement (SLA)**

#### **SLA Introduction**

*This is a Service Level Agreement (SLA) between Las Virgenes Municipal Water District and Ferguson Waterworks. This document identifies the services required and the expected level of services.*

*\*Agreement begins when last Gateway is installed and is renewed ten (10) years after that date*

#### **Purpose**

*The purpose of this SLA is to specify the requirements of the MaaS service with regards to:*

*AMI Infrastructure (Neptune)*

*Agreed service targets (list each site included in service boundary)*

*Duration of SLA*

#### **Definitions**

*Synchronizing – communicating to HES for data transfer*

*HES – Head End System/MDMS (Neptune 360)*

*Service Target – AMI Gateway and associated hardware (solar)*

*Service Boundary – The geographical area Service Targets are located*

#### **Service Agreement**

- 1- All agreed upon service targets will synchronize on a regular schedule (with HES)*
- 2- Ferguson will monitor and report missed synchronizations with HES*
- 3- All service targets are prioritized equally*
- 4- Reasonable efforts will be made to have regular synchronizations within 5 business days*
- 5- Interruptions due to lengthy power outages, interference beyond Ferguson's control or failure of the Customer to repair documented repair requests will be exceptions to Service Agreement*
- 6- Ferguson Waterworks is responsible for having AMI equipment synchronizing with HES within 5 business days of reported missed synchronization*
- 7- Customer agrees to provide access to locked or gated sites*
- 8- Holiday or weekend hours/days are not considered (LVMWD Holiday schedule)*
- 9- Customer agrees to inform Ferguson of any changes to backhaul communications related to the AMI system*

### ***Services to be Provided by Ferguson***

- Monitoring performance of AMI Equipment
  - Gateway
  - UPS
  - Solar Panels
- Remote troubleshooting
- On-site trouble shooting \*may require access assistance
- Solar panels will be cleaned and adjusted as needed to ensure adequate power supply
- Firmware upgrades
- Training
- Assistance with processing Neptune's warranty
- Return shipment freight on repaired equipment

### **Services NOT included or Provided by Ferguson**

- Payment of Fees for repair/replacement of equipment
- Replacement of equipment out of warranty
- Future equipment upgrades after warranty period ends
- Labor to remove/install equipment

## Service Boundary

## Service Targets



- Agoura Pump Station
- Conduit Pump Station
- Canyon Pump Station
- Cordillera Tank
- Castro Antenna
- Dardenne Tank
- Indian Tank
- Jed Smith Pump Station
- Kimberly Tank
- Lower Oaks Tank
- Latigo Canyon Tank
- Oak Ridge Pump Station
- Ranch Tank
- Saddletree Tank
- Saddle Peak Tank
- Seminole Pump Station
- Seminole Tank
- Tapia Plant
- Twin Tank
- Westlake Plant
- Warner Tank

## Exhibit G

### Acceptance Testing Criteria

This document outlines the acceptance test criteria for successful completion of the Proof of Concept (POC) phase and the Full Deployment phase of the AMI deployment project at the of Las Virgenes MWD (Utility).

<b>POC Phase – Acceptance Criteria</b>		
<b>Activity</b>	<b>Measure</b>	<b>Yes/Acceptable/No</b>
1. Finalize proper location of all collector sites according to propagation study.	All collector and repeater locations to be mapped and presented to Utility in final Network Design document.	
2. Confirm system performance of scheduled reads for installed Beta meters.	Delivery of a meter read within a 3-day window for 89.9% of the meters. Beta meters outside of coverage area will be exempted from expected meter reads but analyzed.	
3. Confirm Data Reliability – Select a data component and ensure that it is consistent throughout UBS, N360.	View data in each system for same time stamp and confirm that it matches.	
4. Water Tamper detection for installed Beta meters.	Create a tamper condition (cut a radio wire). Check to see if location has been identified alert/alarm as tamper in software package.	
5. Water Leak detection for installed Beta meters.	Create leak condition. Check to see if location has been identified alert/alarm as leak in software package.	
6. Zero consumption detection for installed Beta meters.	Create zero consumption condition. Check to see if location has been identified alert/alarm as zero consumption in software package.	
7. Reverse flow detection for installed Beta meters.	Create reverse flow condition. Check to see if location has been identified alert/alarm as reverse flow in software package.	
8. Gateway communication failure reporting.	Disrupt Gateway backhaul for a period of time and note alarm notification.	
9. Meter exchange process from field data into UBS during initial load.	100% successful transfer of field installation data records into UBS.	



10. Synch between UBS and N360	100% successful transfer of CIS data into N360.	
11. Billing Interface #1 – Billing Request/Customer Input File (CIS→ N360)	100% successful transfer of customer records from UBS into N360.	
12. Billing Interface #2 – Billing Response /Billing Output File (N360→CIS)	100% successful transfer of billing reads into UBS.	
13. User Training complete	Complete training and deliverables for core team on ‘Basic AMI Training’ including endpoint technology, field training, and host software.	
14. Verify installation of Beta meters and Gateways according to pre-determined list for POC.	Field inspection of a sample of the installed Beta Meters and Gateways.	

<b>Full Deployment Phase – Acceptance Criteria</b>		
<b>Activity</b>	<b>Measure</b>	<b>Yes/Acceptable/No</b>
15. Delivery of a meter read within a 3-day window for 89.9% of the meters.	Standard report in AMI Software provides report of missed reads to confirm read percentage over a 3-day billing period.	
16. Meter Data Sync	100% successful installation records into UBS, N360	
17. Full CIS/AMI implementation complete.	Full implementation of Billing input/output files and cutover/rollout plan is approved by Utility.	
18. All meters have been scrapped.	City received 100% of meters removed per Agreement.	
19. Refresher Course User Training complete	Completed training and deliverables for core team on refresher AMI topics (see POC training) and Customer Portal.	
20. Completion of final punch list items.	To be signed off by Utility Project Manager.	

## **Exhibit H**

### Training Plan

#### Training

##### Neptune Training Outline

Neptune will provide a training program for utility personnel including customer service, and in-house technical support personnel. The training will cover the overall system management and routine operation. The District's training facilities will be utilized to conduct all training classes.

Neptune proposes training all District staff involved with the AMI system including PC operators, supervisors, field crews and IT personnel. Neptune will provide the in-house technical support personnel with system configuration documentation as part of the training classes. Neptune will supply the District with standard training documentation for use during training classes. The following is an outline of the training to be provided on-site at the District's facilities.

The training agenda covers the topics below. We permit our trainers to take liberties and adjust the agenda topics, order, and length based upon the utility's preferences.

##### General AMI network infrastructure

- a. Hardware of the AMI system
- b. Data flow (communication) of the AMI system

##### AMI Endpoint

- a. How it works
- b. Features and Functionality
- c. Installation
- d. Troubleshooting

##### Field Training

- a. Basic Operation of handheld and mobile devices
- b. Meter readers are given practice time in the field
- c. Troubleshooting

##### Host Software Training (Head-end)

- a. General system overview
- b. Terminology
- c. How the system interfaces to CIS Billing System
- d. Managing routes
- e. Loading and unloading of field collection devices
- f. System Health Dashboards
- g. Customer Service Menu
- h. Event Maintenance

- i. Using and Creating Groups
- j. Mapping Module (optional)
- k. Table Maintenance
- l. Generating reports
- m. Sending reads to MDMS

#### System Integration Services

The Neptune 360 data management platform allows for importing and exporting files from the home page. Neptune 360 will require LVMWD to import the meter reading files to the MDMS. LVMWD staff will export and then import the meter reading data using Neptune 360.

Other computer systems, such as a customer portal, will utilize application protocol interfaces (API) to transfer data.

- a. Our company provides the required interface for a successful integration between Neptune 360 (AMI Software) and CIS. This function is not an integrated part of the data flow. The CIS vendor will need to utilize an accepted CIS meter file type for successful integration (Neptune 360 import and export file layout included).
- b. Our company does not manage the integration of MDMS software and CIS.

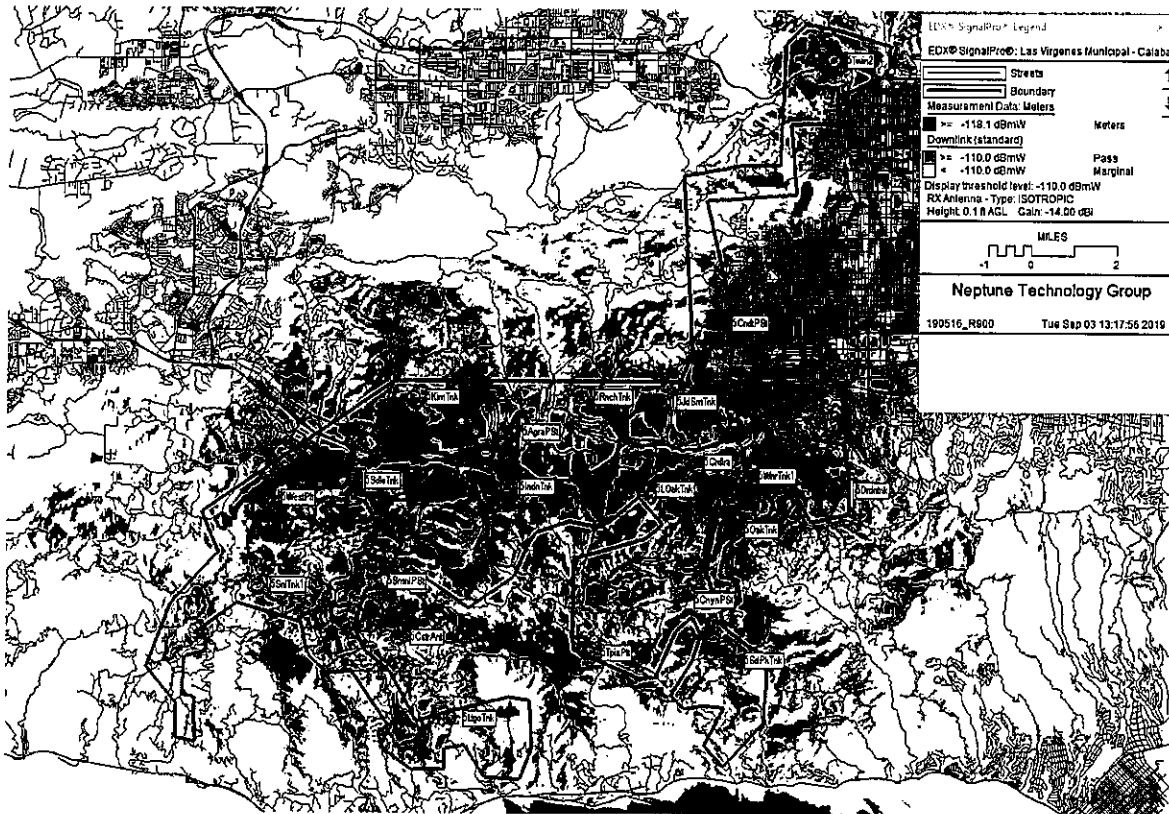
Exhibit I  
R900 Propagation Analysis  
Las Virgenes Municipal – Calabasas, CA September 3, 2019



Predicted Coverage Results:

Description	Provided Services		21,316	Geocoded Services		21,316	Area (sq Miles)		84.36	sq Mi /Coll
	#Coll	MIU Type	Read Type	Pass	%Pass	Pass	%Pass			
Best Provided	21	R900v5 Pit	Daily	19,165	89.90%	64.60	76.57%	3.1		

Service Boundary



**Exhibit J**

**Las Virgenes MWD - AMI Project Cash Flow Worksheet**

Las Virgenes MWD - AMI Project Cash Flow Worksheet			
<b>Alpha Phase</b>	3 Month Period	Tax	
Up to 3 collectors installed	\$22,500.00		*assumes 3 collectors installed
Up to 3 collectors procured	\$36,000.00	\$3,420.00	*assumes 3 collectors installed (solar)
Mobile data collector procured	\$6,500.00	\$617.50	
Belt Clip Transceiver procured	\$2,500.00	\$237.50	
Spare Powered data collector	\$9,500.00	\$902.50	
Implement Hosted Software	\$5,000.00		
System Acceptance Testing	\$1,500.00		
Training & Documentation	\$5,000.00		
Project Management (Software Int)	\$10,000.00		
Performance & Payment Bond	\$68,954.31		
Head End Software -N360	\$0.00		
Water meters Procured (100)	\$23,500.00	\$2,232.50	*assumes 50 are 3/4" and 50 are 1"
Water meter installation	\$6,500.00		
Water meter lids procured	\$6,350.00	\$603.25	
Water meter lid installation	\$650.00		
<b>TOTAL</b>	<b>\$204,454.31</b>		
<b>Beta Phase</b>	6 Month Period		
Remaining Collectors installed	\$135,000.00		
Remaining Collectors procured	\$196,000.00	\$18,620.00	
Water meters procured (2000)	\$470,000.00	\$44,650.00	*assumes 1/2 are 3/4" and 1/2 are 1"
Water meter installation	\$130,000.00		*assumes 3/4 and 1" meters
Water meter lids procured	\$127,000.00	\$12,065.00	
Water meter lid installation	\$13,000.00		
Mobilization	\$20,000.00		
Project Management	\$150,000.00		
<b>TOTAL</b>	<b>\$1,241,000.00</b>		
<b>Full Deployment</b>	12 Month Period		

Water meters procured (in phases through project) Q1	\$1,166,956.50	\$110,860.87	
Water meter installation Q1	\$389,805.63		
Water meter lids procured Q1	\$215,853.75	\$20,506.11	
Water meter lid installation	\$30,888.00		
Ancillary Equipment for Water Meters	\$12,267.02	\$1,165.37	
Printing Fees	\$10,554.00		
Staging Site/Warehouse Space	\$12,000.00		
Call Center Support	\$10,000.00		
Support & Maintenance Fees - AMI Equipment	\$0.00		
Water meters procured Q2	\$1,166,956.50	\$110,860.87	
Water meter installation Q2	\$389,805.63		
Water meter lids procured Q2	\$215,853.75	\$20,506.11	
Water meter lid installation Q2	\$30,888.00		
Water meters procured Q3	\$1,166,956.50	\$110,860.87	
Water meter installation Q3	\$389,805.63		
Water meter lids procured Q3	\$215,853.75	\$20,506.11	
Water meter lid installation Q3	\$30,888.00		
Water meters procured Q4	\$1,166,956.50	\$110,860.87	
Water meter installation Q4	\$389,805.63		
Water meter lids procured Q4	\$215,853.75	\$20,506.11	
Water meter lid installation Q4	\$30,888.00		
<b>TOTAL</b>	<b>\$7,268,836.54</b>	<b>\$609,981.51</b>	
TOTAL for all phases	\$8,704,290.85		
TOTAL for all phases with Tax	\$9,314,272.36		
TOTAL Less Retrofit discount	\$46,950.00	\$4,460.25	
<b>TOTAL for all phases less discount</b>	<b>\$9,262,862.11</b>		
			** these are estimates based on the information available, subject to change.



Las Virgenes Municipal Water District

Task Name	Start	End	Duration (days)
Contract Negotiations	2/12/2020	3/31/2020	48
Alpha Phase	4/1/2020	6/30/2020	90
Software Integration	4/1/2020	5/1/2020	30
WOMS integration	4/1/2020	4/15/2020	14
AMI Network installation	4/1/2020	12/31/2020	274
Training (Hardware & Software)	6/1/2020	7/1/2020	30
Beta Phase	7/1/2020	1/1/2021	184
Meter replacement	7/1/2020	12/31/2021	548
Full Deployment	1/2/2021	12/31/2021	363
Closeout	11/30/2021	1/31/2022	62

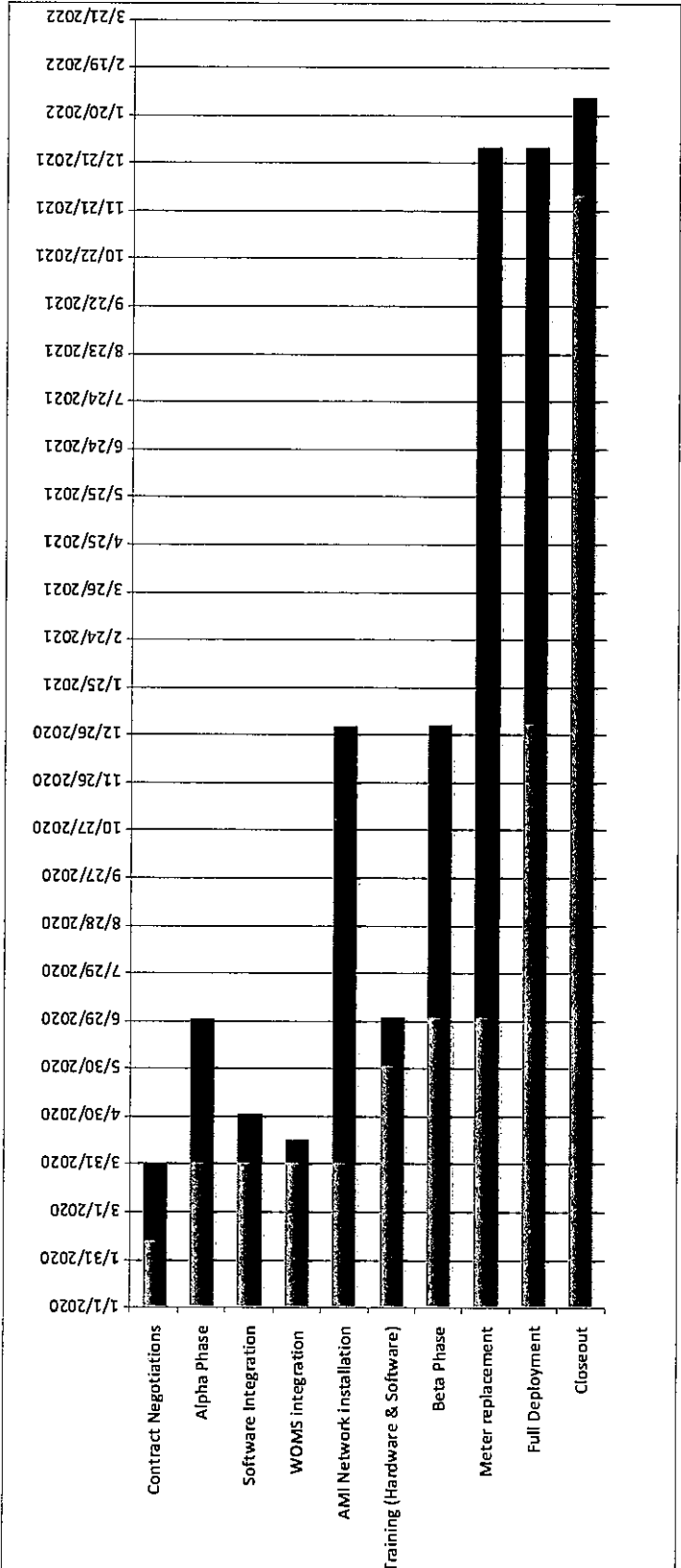




Exhibit K  
Warranties



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

## ProRead™/E-CODER®/ProCoder™ Encoder

### 1. PRODUCTS COVERED

This warranty shall apply to the ProRead™ Absolute Encoder, E-CODER® Solid State Absolute Encoder Register, and ProCoder™ Absolute Encoder Register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

### 2. MATERIALS AND WORKMANSHIP

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

### 3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder Quick Install Guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to; misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

### Encoder Compatibility Guarantee

#### Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.



#### **4. GUARANTEE OF COMPATIBILITY**

The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900)™, ProCoder)R900)j, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900)j or ProCoder)R900)j where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

#### **Damage Guarantee**

The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900)j, ProCoder)R900)j, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility. If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallahassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic meter reading cannot be obtained on six-digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

**THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



# Neptune T-10<sup>®</sup>, HP Turbine, TRU/FLO<sup>®</sup> Compound Cold Water Meters

## 1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10<sup>®</sup>, HP TURBINE, TRU/FLO<sup>®</sup> Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

- (a) **Maincase.** The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.
- (b) **Frost Protection.** All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.
- (c) **Registers.** Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB<sup>®</sup>, ProRead<sup>™</sup> (ARB VI), E-CODER<sup>®</sup> (ARB VII), and ProCoder<sup>™</sup> system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

### (d) Meter Accuracy for Neptune T-10.

Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 3/4"	3/4 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	3/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/4 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

- (e) **Meter Accuracy for HP Turbine and TRU/FLO.** The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.



**2. WARRANTY RETURN**

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

**3. WARRANTIES ARE EXCLUSIVE**

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

**4. DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

**5. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

# ProCoder™)R900i™

### 1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any ProCoder™)R900i™ that has shipped since product introduction.

### 2. PROCODER)R900i

Neptune Technology Group Inc. warrants that the ProCoder)R900i (which includes a Neptune-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the ProCoder)R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing ProCoder)R900i free of charge for the first ten (10) years and at a discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

### 3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to ProCoder™)R900i™ Installation and Maintenance Guide). This warranty does not apply to any ProCoder)R900i that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the ProCoder)R900i register's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

Year of Failure	ProCoder)R900i Replacement Price Discount*
1-10	Full replacement: 100%
11	50%
12	50%
13	40%
14	40%
15	30%
16	30%
17	20%
18	20%
19	10%
20	10%

\*Replacement price discount percentages will be applied towards then-current contract prices or then-current list prices, whichever is less, in effect for the year product is accepted by Neptune under warranty conditions. Replacement ProCoder)R900i registers are warranted for one (1) year after date of shipment or balance of original ProCoder)R900i warranty, whichever is greater.

THE ABOVE WARRANTY FOR THE PROCODER)R900i IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PROCODER)R900i. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PROCODER)R900i ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM

THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW, TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN PROCODER)R900i AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PROCODER)R900i. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.



## R900® IoT Gateway

### 1. WARRANTY

Neptune warrants that the Neptune R900 IoT Gateway data collector (the "Gateway") will be free from defects in materials and workmanship, provided the Gateway is subject to normal use and service. The warranty period for the Gateway is 12 months from the shipment date from Neptune. Warranty services provided during warranty period are:

- For a unit defective in materials or workmanship, free repair (including parts and labor), or at Neptune's discretion, replacement of the defective unit
- Return shipment of repaired product via pre-paid ground service
- Toll-free assistance at Customer Support 1-800-647-4832
- These services are purchaser's exclusive remedy for warranty issues
- Repair turnaround time of 10 working days, excluding transit time

### 2. NOT INCLUDED IN THE WARRANTY

Accessories and peripherals including battery, cables, USB thumb drives, UPS or other back up power supplies, antennas, etc.

- Equipment damaged by abuse or negligence, or environmental damage as a fault of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units

### 3. WARRANTY EXCLUSIONS

The warranty above does not apply to:

- Gateways that have been modified by anyone other than Neptune without Neptune's prior written consent, and/or that have been subjected to improper handling, storage, installation, operation, or maintenance
- Damage to Gateways caused by abrasive materials, corrosion due to aggressive fluids, lightning, improper voltage supply, mishandling, or misapplication

### 4. EXTENDED MAINTENANCE ENTITLEMENT

Maintenance entitlement is available from your authorized Neptune sales representative. Maintenance entitlement during the extended period include:

- Free repair of unit, including parts and labor
- Return shipment of repaired product is pre-paid ground service
- Free inspection and preventative maintenance
- Repair turnaround time of 10 working days, excluding transit time
- Toll-free assistance at Customer Support 1-800-647-4832

### 5. NOT INCLUDED IN EXTENDED MAINTENANCE ENTITLEMENT

- Accessories and peripherals including battery, cables, USB thumb drives, UPS, or other back up power supplies, antennas, etc.
- Equipment damaged by abuse or negligence or environmental damage as a result of fires and storms
- Firmware modifications
- Priority Overnight return shipment of repaired units



## 6. REPAIR NOTES

A Return Material Authorization (RMA) number MUST accompany all incoming repairs. This RMA number may be obtained by contacting Customer Support at support@neptunetg.com or 1-800-647-4832.

- Customer pays all incoming shipment charges
- All outgoing repairs are shipped ground service
- Requested Priority Overnight return shipment is paid by the customer
- Repair warranty is 90 days from shipment date
- Warranty and maintenance contract repair turnaround time of 10 working days, excluding transit time
- Non-warranty and non-maintenance contract repair turnaround time of 20 working days, excluding transit time

NEPTUNE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





## R900® Meter Interface Unit (MIU)

### 1. WARRANTY EFFECTIVE DATE

This warranty will be effective for any R900® meter interface unit (MIU) that is shipped on or after October 1, 2004 (R900 v3 or later).

### 2. R900 METER INTERFACE UNIT

Neptune Technology Group Inc. warrants that the R900 MIU (the "MIU") (which includes a Neptune®-supplied battery that is not intended to be removable or replaceable) shall be free from defects in manufacture and design for a period of twenty (20) years from the "Date of Shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the MIU (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing MIU free of charge for the first ten (10) years and at discount off of the then-current contract price or the then-current list price, whichever is less, during the remaining ten (10) years according to the discount schedule at the right.

### 3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered, or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to *R900 Installation and Maintenance Guide*). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the R900 MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect, or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE MIU. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU ARE HEREBY EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE MIU. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY, (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

## **ATTACHMENT B**

### **BUSINESS CASE – MANUAL VS. AMI 15-YEAR COST COMPARISON**

**Manual vs. AMI 15-Year Cost Comparison**

**5.04.20**

<b>No AMI (Manual Read)</b>		
	1st Year Cost	15 Year Estimate*
<b>Upfront Costs</b>		
3 New Vehicles	\$90,000	\$90,000
15,000 Meter Change Outs (year 1-5)	\$579,010	\$2,895,051
New Handheld Devices	\$75,000	\$75,000
<b>Annual Costs</b>		
6,108 Meters (years 6-15)	\$0	\$1,355,976
11 Field Customer Service Representatives	\$1,413,798	\$25,352,116
Vehicle Replacement (11 total years 6-15)	\$0	\$418,295
Vehicle Insurance (11 total)	\$8,217	\$147,347
Vehicle Maintenance and Fuel (11 Total)	\$43,934	\$787,821
<b>15-Year Lifecycle Total (Manual Read)</b>		\$31,121,606

<b>AMR/AMI</b>		
	1st Year Cost	15 Year Estimate*
<b>Upfront Costs</b>		
AMI System, Meters and Software (includes planning and procurement)		\$11,144,000
<b>Annual Costs</b>		
<b>Loan Cost + Interest</b>		1,153,758
Customer Interface Portal (15 years)	\$48,000	\$892,749
AMI Headend/Network Maintenance (15 years)	\$41,662	\$774,868
8 Field Customer Service Representatives	\$1,028,216	\$18,437,894
Vehicle Replacement (8 Total, years 6-15)		\$304,214
Vehicle Insurance (8 Total)	\$5,976	\$107,161
Vehicle Maintenance and Fuel (8 Total)	\$31,952	\$572,961
<b>15-Year Lifecycle Total</b>		\$33,387,605

\* includes inflation

Cost Difference (w/out Grant) **\$2,265,999**

Potential Grant Funding (Prop 1) for AMI -\$1,000,000

Cost Difference (with Grant) \$1,265,999

Annualized Additional Cost (without Grant) \$151,066.63  
**Per Customer Per Month** **\$0.60**

Annualized Additional Cost (with Grant) \$84,400  
**Per Customer Per Month** **\$0.33**

**ATTACHMENT C**

**EVALUATION SCORES**



# **ATTACHMENT D**

## **AMI PRICING COMPARISON**

# AMI PRICING COMPARISON

Category	Aqua-Metric	Ferguson WW	Inland WW	Mueller	Zenker
<b>AMI GUARANTEED COVERAGE</b>	87.21% AMI 2-way 5.84% AMI 1-way 6.95% AMR drive-by	89.9% AMI 2-way Remaining with AMR drive-by	46.7% AMI 1-way 53.3% AMR drive-by	71.6% AMI 2-way 28.4% AMR drive-by	?
<b>AMI</b>	Sensus/AMI	Neptune/AMI	Heon/AMI	Mueller/AMI	Zenker/AMI
AMI NETWORK SUBTOTAL	\$ 430,072	\$ 522,564	\$ 635,024	\$ 365,393	\$ 138,784
<b>METERS + LIDS SUBTOTAL</b>	Sensus Meters	Neptune Meters	Zenker Meters	Mueller Meters	Zenker Meters
METERS + LIDS SUBTOTAL	\$ 6,180,839	\$ 6,704,820	\$ 4,878,465	\$ 5,671,792	\$ 4,415,948
<b>METERS+LIDS INSTALLATION SUBTOTAL</b>	American Utility Services	Ferguson WW	Concord Utility Services	Keystone Metering Services	Concord Utility Services
METERS+LIDS INSTALLATION SUBTOTAL	\$ 2,699,847	\$ 2,035,478	\$ 2,051,177	\$ 1,931,530	\$ 2,268,278
<b>AMI UPFRONT COST TOTAL</b>	\$ 9,310,759	\$ 9,262,862	\$ 7,564,365	\$ 7,968,715	\$ 6,922,007
<b>MDMS</b>					
<b>MDMS UPFRONT COST TOTAL</b>					
<b>CUSTOMER PORTAL</b>					
<b>CUSTOMER PORTAL UPFRONT COST TOTAL</b>					
Year 1 (Annual Ongoing System Cost)	Aqua-Metric	Ferguson WW	Inland WW	Mueller	Zenker
Year 1 (Annual Ongoing System Cost)	\$ 37,000	\$ 41,662	\$ 67,680	\$ 94,510	\$ 24,742
Ongoing System Cost Total for a 20-year lifecycle	\$ 1,139,983	\$ 1,119,474	\$ 2,045,380	\$ 2,283,062	\$ 664,824

**ATTACHMENT E**

**NEPTUNE METER INSTALLATIONS  
(PARTIAL LIST)**



**NEPTUNE METER INSTALLATIONS  
(PARTIAL LIST)**

<b>Utility Name</b>	<b>Location</b>	<b>Installation Date</b>	<b>Account Size</b>
Ventura Water	Ventura, CA	2018-Present	31,500
City of Buena Park	Buena Park, CA	2018-2019	19,500
North Marin WD	Novato, CA	2017-2019	15,700
East Valley WD	Highland, CA	2016-Present	24,000
City of Lakewood	Lakewood, CA	2016-2017	20,000
Indio Water Authority	Indio, CA	2015	22,000
City Of Simi Valley	Simi Valley	2015	25,000
Indian Wells Valley WD	Ridgecrest, CA	2015	13,000
Carmichael WD	Carmichael, CA	2017	19,000
City of Benicia	Benicia, CA	2017	9,600
City of St. Louis Park	St. Louis Park, MN	2015-2016	14,000
City of Fort Dodge	Fort Dodge, IA	2017-2018	12,000
City of Prior Lake	Prior Lake, MN	2018-2019	8,800
City of Waconia	Waconia, MN	2016-2017	3,300
City of Sioux City	Sioux City, IA	2014	18,000
City of Dubuque	Dubuque, IA	2010	22,000
City of Lomita	Lomita, CA	2015	4,200

# **ATTACHMENT F**

## **2019 AMR/AMI PROJECT SURVEY RESULTS (EXCERPTS)**



2019 AMR/AMI Project Survey Results  
October 2019

In September 2019 Engineering and External Affairs surveyed LVMWD customers on their opinion regarding the Districts plan to implement Automated Meter Reading and Infrastructure. Participants were exposed to a brief explanation of the technology and project. They were then asked to answer 11 multiple choice questions and given the opportunity to make comments. The results of this survey are found below.

## Distribution and Participation Statistics:

**Date Sent: 9/17/2019 @ 1:30 p.m.**

**Unique Email recipients: 12,081**

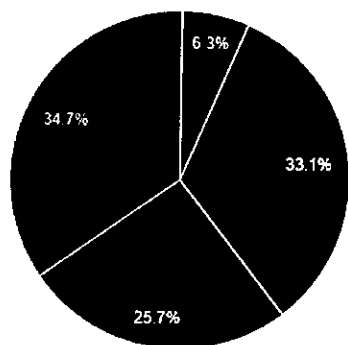
**Open Rate: 4,723 (39.09%)**

**Survey Views: 2,256**

**Total Respondents: 1,330**

### 3. In what age group are you?

Answered: 1325 Skipped: 0 Left Blank: 5



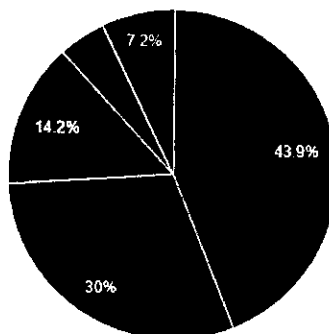
- 18-25
- 26-37
- 39-55
- 56-65
- 65+

#### ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
18-25	0.15%	2
26-37	6.26%	83
39-55	33.13%	439
56-65	25.74%	341
65+	24.72%	460
<b>TOTAL</b>		<b>1325</b>

### 4. My feelings are:

Answered: 1328 Skipped: 0 Left Blank: 2



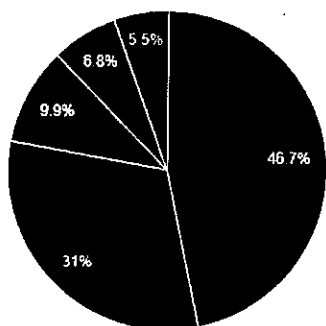
- Strongly support
- Moderately support but some concerns
- Not sure/no fixed opinion/would like more information
- Moderately oppose
- Strongly oppose

#### ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
Strongly support	43.90%	583
Moderately support but some concerns	30.05%	399
Not sure/no fixed opinion/would like more information	14.23%	189
Moderately oppose	4.67%	62
Strongly oppose	7.15%	95
<b>TOTAL</b>		<b>1328</b>

### 5. Would you take advantage?

Answered: 1327 Skipped: 0 Left Blank: 3



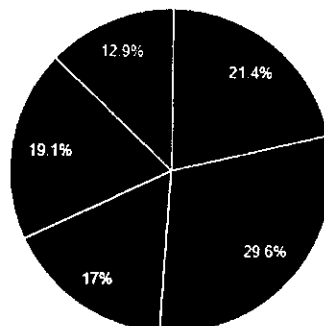
- Yes, I definitely would take advantage of these features
- Yes, I probably would take advantage of these features
- Not sure/no fixed opinion/would like more information
- I probably would not take advantage of these features
- Definitely not - I would not take advantage of these features

#### ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
Yes, I definitely would take advantage of these features	46.72%	620
Yes, I probably would take advantage of these features	31.05%	412
Not sure/no fixed opinion/would like more information	9.95%	132
I probably would not take advantage of these features	6.78%	90
Definitely not - I would not take advantage of these features	5.50%	73
<b>TOTAL</b>		<b>1327</b>

### 6. To what degree are you concerned with meter data security/privacy?

Answered: 1322 Skipped: 0 Left Blank: 8



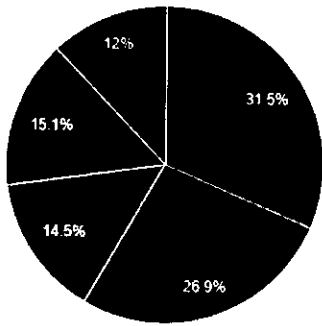
- Not concerned at all
- Not really that concerned
- Not sure/no fixed opinion/would like more information
- Moderately concerned
- Very concerned

#### ANSWER CHOICES

ANSWER CHOICES	RESPONSES	
Not concerned at all	21.41%	283
Not really that concerned	29.56%	391
Not sure/no fixed opinion/would like more information	17.02%	225
Moderately concerned	19.14%	253
Very concerned	12.86%	170
<b>TOTAL</b>		<b>1322</b>

7. To what degree are you concerned about radio waves?

Answered: 1329 Skipped: 0 Left Blank: 1



- Not concerned at all
- Not really that concerned
- Not sure/no fixed opinion/would like more information
- Moderately Concerned
- Very Concerned

ANSWER CHOICES

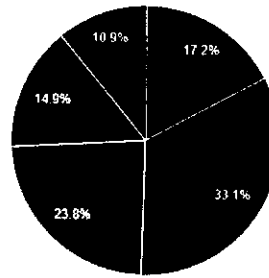
Not concerned at all
Not really that concerned
Not sure/no fixed opinion/would like more information
Moderately Concerned
Very Concerned
TOTAL

RESPONSES

31.45%	418
26.86%	357
14.52%	193
15.12%	201
12.04%	160
1329	

8. Do you feel that the benefits to be gained are worth an additional \$1.21 per month per customer?

Answered: 1328 Skipped: 0 Left Blank: 2



- Absolutely worth the cost - Great Value
- Probably worth the cost
- Not sure/no fixed opinion/would like more information
- Probably not worth the cost
- Definitely not worth the cost - Too Expensive

ANSWER CHOICES

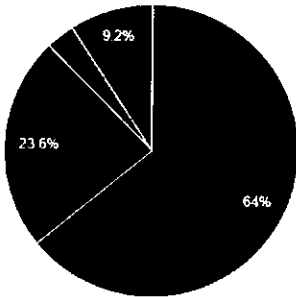
Absolutely worth the cost - Great Value
Probably worth the cost
Not sure/no fixed opinion/would like more information
Probably not worth the cost
Definitely not worth the cost - Too Expensive
TOTAL

RESPONSES

17.24%	229
33.13%	440
23.80%	316
14.91%	198
10.92%	145
1328	

9. Which feature of "Smart Meters" do you find most appealing?

Answered: 1281 Skipped: 0 Left Blank: 49



- Early leak detection and automatic notification to the District and the customer
- Daily and hourly water use in comparison with your established water budget for improved water use efficiency and potential cost savings from reduced water consumption
- Quick billing resolutions and overall enhanced customer service
- Reduced greenhouse gas emissions that could help combat climate change

ANSWER CHOICES

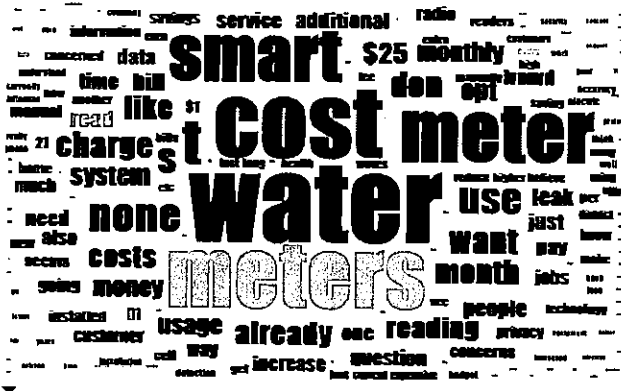
Early leak detection and automatic notification to the District and the customer
Daily and hourly water use in comparison with your established water budget for improved water use efficiency and potential cost savings from reduced water consumption
Quick billing resolutions and overall enhanced customer service
Reduced greenhouse gas emissions that could help combat climate change
TOTAL

RESPONSES

64.01%	820
23.58%	302
3.20%	41
9.21%	118
1281	

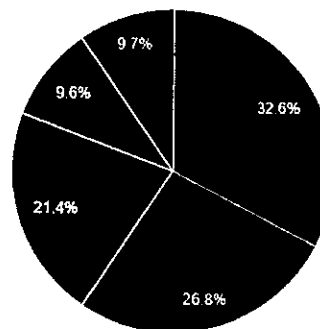
10. What concerns not listed above, do you have, if any?

Answered: 329 Skipped: 0 Left Blank: 1001



11. Would you opt out?

Answered: 1323 Skipped: 0 Left Blank: 7



- Absolutely would NOT opt out (I would not opt out)
- Pretty sure I would NOT opt out
- Not sure/no fixed opinion/would like more information
- Pretty sure I WOULD opt out
- Absolutely WOULD opt out

ANSWER CHOICES

Absolutely would NOT opt out (I would not opt out)
Pretty sure I would NOT opt out
Not sure/no fixed opinion/would like more information
Pretty sure I WOULD opt out
Absolutely WOULD opt out
TOTAL

RESPONSES

32.58%	431
26.76%	354
21.39%	283
9.60%	127
9.67%	128
1323	

# **ATTACHMENT G**

## **AMI/AMR METER OPT OUT PROGRAM**



## AMI/AMR Meter Opt Out Program

### 1. General

On May 22, 2012, the Las Virgenes Municipal Water District Board adopted an Automatic Meter Reading/Automated Metering Infrastructure (AMR/AMI) opt out resolution for single family residential customers in response to public concerns associated with the technology.

### 2. Opt Out Program Process

Please call Customer Service at (818) 251-2200 to verify the type of meter at your property or for an explanation of the program.

The customer of record must make a request to opt out. There is a one-time charge of \$40.00 to cover the costs of reprogramming the meter.

Manual reading costs are as follows depending on what type of automated reading device is at the property:

AMI to Radio Off/Manual Read                      Bi-monthly cost: \$25.00

AMR to Radio Off/Manual Read                      Bi-monthly cost: \$ 9.00

An AMR/AMI Opt Out Request Form (attached) must be submitted to the Customer Service Department. The District will schedule the reprogramming of the meter once the Form is received.

Customers can request to change their opt out status at any time. The same AMR/AMI Opt Out Request Form (attached) must be submitted to the Customer Service Department.



## AMI/AMR OPT OUT REQUEST FORM

Send by:

Mail - 4232 Las Virgenes Road  
Calabasas, CA 91302

Or

Fax - (818) 251-2109

Or

E-mail - customer\_service@lvmwd.com

Customer/Account Number \_\_\_\_\_

Name of Applicant \_\_\_\_\_

Water Service \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ E-mail \_\_\_\_\_

address \_\_\_\_\_

I request the Las Virgenes Municipal Water District to re-program the automatic meter reading device for the above mentioned property. I understand that by signing this form, that there will be an initial charge of \$40.00 and a bi-monthly charge on each following bill for manual meter reading.

From	To	Bi-monthly Cost	Choice
AMI ( remote/network read)	Radio Off (manual read)	\$25.00	
AMR (remote/field read)	Radio Off (manual read)	\$ 9.00	
Radio Off/Manual Read	AMI/AMR	No Charge	

Signed \_\_\_\_\_ Date \_\_\_\_\_

Note: A signed form must be received by the District to change the status back to automated meter reading.





June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

**Subject : Automatic Meter Reading/Advanced Metering Infrastructure Project:  
Authorization of Installation Purchase Agreement**

**SUMMARY:**

The Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project is a strategic priority for the District to provide real-time water usage information to customers and support the early detection of leaks. Over the past four years, the District has been prudently managing its Potable Water Enterprise to rebuild cash reserves to the levels established in the District's Financial Policies. Effective April 30, 2020, the Potable Water Enterprise met and slightly exceeded reserve policy targets. However, the enterprise does not currently have sufficient cash resources on hand to pay-as-you-go fund the AMR/AMI Project. On March 24, 2020, the Board authorized staff to request proposals to finance the AMR/AMI Project within specified terms. The District received offers from six financing entities with interest rates ranging from 1.95% to 3.05%. Based on the results of the RFP, staff recommends accepting the offering by Key Government Finance, Inc., to financing the AMR/AMI Project.

**RECOMMENDATION(S):**

Pass, approve and adopt proposed Resolution No. 2577, authorizing the General Manager to execute an installment purchase agreement with Key Government Finance, Inc., in the amount of \$10,100,000, for the Automatic Meter Reading/Advanced Metering Infrastructure Project.

**RESOLUTION NO. 2577**

**RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE ACQUISITION AND INSTALLATION OF SMART METERS AND OTHER WATER SYSTEM IMPROVEMENTS AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS**

(Reference is hereby made to Resolution No. 2577 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Execution of the installment purchase agreement, in the amount of \$10,100,000, will obligate the District to the purchase terms, including, but not limited to the following:

- 1.95% interest rate
- 10-year term
- Prepayment allowed on or after June 5, 2024
- Pledge of revenue from the Potable Water Enterprise
- Compliance with loan covenants

The total cost of the financing over the 10-year term would be \$11,110,024.17.

**DISCUSSION:**

On March 24, 2020, the Board authorized the issuance of a Request for Proposals to obtain offerings to finance the AMR/AMI Project with the following key terms:

- \$10,000,000 principal
- 10-year term
- 2.5% interest rate
- Pledge of revenues net of operations and maintenance expenses

The District received six responses to the RFP with the same general terms and interest rates ranging from 1.95% to 3.05%. The average rate offered was 2.33%. Based on an evaluation of the responses, staff recommends acceptance of the offering by Key Government Finance, Inc., to finance the AMR/AMI Project. Key Government Finance is a subsidiary of Cleveland-based KeyCorp, the 28th largest bank in the United States.

**Installment Purchase Agreement:**

The recommended financing mechanism for the AMR/AMI Project is an installment purchase agreement. This type of agreement is a common financing tool for the acquisition of assets by governmental agencies. With this type of financing, the lending entity initially buys the assets, and the agency agrees to purchase them over the term of the agreement. Installment purchase agreements have other advantages over traditional bond financing such as lower issuance costs, less restrictive terms, and the establishment of a financing relationship with a single entity. For comparison, installment purchase agreements are the type of financing provided by the California Special Districts Association and other similar infrastructure

financing entities. With the recommended installment purchase agreement, the District would pay an interest rate of 1.95% over a 10-year period. The debt could be paid off at any time; however, a prepayment premium of 2.00% would apply prior to June 5, 2025. On or after June 5, 2024, prepayment can be made without a premium. The other offerings received had similar or more restrictive prepayment terms.

Following approval of the financing for the AMR/AMI Project, staff will execute all of the necessary documents and set up key systems to ensure compliance with the terms.

**GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

**ATTACHMENTS:**

Proposed Resolution No. 2577  
Installment Purchase Agreement

RESOLUTION NO. 2577

**RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT APPROVING THE EXECUTION AND DELIVERY OF AN INSTALLMENT PURCHASE AGREEMENT FOR THE PURPOSE OF FINANCING THE ACQUISITION AND INSTALLATION OF SMART METERS AND OTHER WATER SYSTEM IMPROVEMENTS AND APPROVING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH AND CERTAIN OTHER MATTERS**

WHEREAS, the Las Virgenes Municipal Water District (the “District”), a municipal water district that is duly organized and existing under and pursuant to Division 20 of the California Water Code (Section 71000 *et seq.*) (the “Act”), desires to undertake the acquisition, installation and construction of certain improvements, betterments, renovations and expansions of facilities within its water system, including but not limited to the acquisition and installation of approximately 22,000 smart meters (collectively, the “Project”); and

WHEREAS, the District is authorized under the Act (including but not limited to Sections 71592 and 71690 thereof) to enter into contracts related to the financing, acquisition and construction of the Project; and

WHEREAS, the District desires to finance the Project through the execution of an agreement whereby the District will acquire the Project and pay the costs thereof on an installment basis; and

WHEREAS, the District has received proposals from a number of potential investors with respect to the financing of the Project, and has evaluated such proposals together with its municipal advisor; and

WHEREAS, the District has determined that it is in the best interest of the District to enter into an Installment Purchase Agreement (the “Installment Purchase Agreement”), by and between the District and Key Government Finance, Inc., or a related entity, and to approve certain other documents, to provide for the financing of the Project; and

WHEREAS, the Installment Purchase Agreement is to be secured by installment payments which will be payable from net revenues of the District’s potable water enterprise to the extent set forth in the Installment Purchase Agreement; and

WHEREAS, in accordance with California Government Code Section 5852.1, the District has obtained and wishes to disclose the information set forth in Exhibit A;

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LAS VIRGENES MUNICIPAL WATER DISTRICT AS FOLLOWS:

Section 1. Approval of Recitals. The District hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Installment Purchase Agreement. The Installment Purchase Agreement is hereby approved substantially in the form on file with the Secretary. Each of the President or Vice President of the Board of Directors of the District (the “Board”), the General Manager or the Director of Finance and Administration of the District (each, an “Authorized Officer”) or the designee thereof, acting alone, is hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be recommended by the District’s General Counsel or Bond Counsel and approved by the officer or employee executing the same, said execution being conclusive evidence of such approval; provided that: (i) the principal amount payable under the Installment Purchase Agreement shall not exceed \$10,200,000; (ii) the interest rate payable under the Installment Purchase Agreement shall not exceed 2.50% per annum; and (iii) the final maturity of the Installment Purchase Agreement shall occur no later than November 1, 2030.

Section 3. Application of Proceeds. The proceeds of the Installment Purchase Agreement shall be applied as provided in the Installment Purchase Agreement to finance the Project. The proceeds of the Installment Purchase Agreement shall be deposited into a restricted fund for the purpose of paying the costs of the Project.

Section 4. Other Actions Authorized. The Authorized Officers, the Secretary or any other proper officer of the District, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Installment Purchase Agreement and this Resolution, and any actions previously taken in connection with such matters is hereby ratified. In the event that the President and Vice President of the Board are unavailable to sign any of the agreements described herein, any other member of the Board may sign such agreement.

Section 6. Definitions. Unless otherwise defined herein, all terms which are used herein and not otherwise defined have the meanings that are given to such terms in the Installment Purchase Agreement unless the context otherwise clearly requires.

Section 7. Effective Date. This Resolution shall become effective immediately upon adoption.

Section 8. Certification. The Secretary shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 2nd day of June, 2020.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

(Seal)

Attest:

\_\_\_\_\_  
Legal Counsel

EXHIBIT A

GOVERNMENT CODE SECTION 5852.1 DISCLOSURE

The following information consists of estimates that have been provided by Piper Sandler & Co., the District's municipal advisor, and has been represented by such party to have been provided in good faith:

- (A) True Interest Cost of the Installment Purchase Agreement: 2.137513%
- (B) Finance Charge of the Installment Purchase Agreement (Sum of all fees/charges paid to third parties): \$90,000.00
- (C) Net Proceeds of the Installment Purchase Agreement to be received (net of finance charges, reserves and capitalized interest, if any): \$10,010,000.00
- (D) Total Payment Amount through Maturity of the Installment Purchase Agreement: \$11,110,024.17

The foregoing constitute good faith estimates only. The principal amount of the Installment Purchase Agreement, the true interest cost of the Installment Purchase Agreement, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to: (a) the actual date of the execution of the Installment Purchase Agreement being different than the date assumed for purposes of such estimates; (b) the actual principal amount of Installment Purchase Agreement being different from the estimated amount used for purposes of such estimates; (c) the actual amortization of the Installment Purchase Agreement being different than the amortization assumed for purposes of such estimates; (d) the actual market interest rates at the time of sale of the Installment Purchase Agreement being different than those estimated for purposes of such estimates; (e) other market conditions; or (f) alterations in the District's financing plan, or a combination of such factors.

The actual date of execution of the Installment Purchase Agreement and the actual principal amount of the Installment Purchase Agreement will be determined by the District based on a variety of factors. The actual interest rate borne by the Installment Purchase Agreement will depend on market interest rates at the time of sale thereof. The actual amortization of the Installment Purchase Agreement will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

**INSTALLMENT PURCHASE AGREEMENT**

by and between

**LAS VIRGENES MUNICIPAL WATER DISTRICT**

and

**KEY GOVERNMENT FINANCE, INC.**

Dated as of June 1, 2020

**\$10,100,000**

**LAS VIRGENES MUNICIPAL WATER DISTRICT  
2020 INSTALLMENT PURCHASE AGREEMENT**

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## INSTALLMENT PURCHASE AGREEMENT

This Installment Purchase Agreement (this “**Agreement**”), is made and entered into as of June 1, 2020 by and between LAS VIRGENES MUNICIPAL WATER DISTRICT (the “**District**”), a municipal water district that is duly organized and existing under and by virtue of the laws of the State of California, and KEY GOVERNMENT FINANCE, INC. (the “**Corporation**”), a Colorado corporation.

### RECITALS

A. The District desires to acquire and construct certain capital improvements and additions to the Potable Water Enterprise, as described in Exhibit C (the “**2020 Project**”).

B. The District desires to finance the cost of the 2020 Project.

C. The Corporation has agreed to assist the District in financing the 2020 Project by advancing funds for such purposes on the terms and conditions that are set forth herein.

D. In consideration for the Corporation’s assistance in financing the 2020 Project, the District desires to sell the 2020 Project to the Corporation.

E. In consideration for the District’s payment of Installment Payments hereunder, the Corporation desires to resell the 2020 Project back to the District.

F. The District is authorized by Part 5 of Division 20 of the Water Code of the State of California, including but not limited to Chapters 1 and 4 thereof, to finance the acquisition and construction of capital improvements and additions to the Potable Water Enterprise (as such term is defined in Section 1.1).

G. The District and the Corporation have duly authorized the execution of this Agreement.

H. All acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

### ARTICLE I

#### DEFINITIONS

**Section 1.1 Definitions.** Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein.

“Accountant’s Report” means a report signed by an Independent Certified Public Accountant.

“Acquisition Fund” means the fund by that name created pursuant to Section 3.7.

“Agreement” means this Installment Purchase Agreement, dated as of June 1, 2020, by and between the District and the Corporation, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income for purposes of federal income taxation under Section 103 of the Tax Code.

“Bonds” means all revenue bonds or notes of the District that are authorized, executed, issued and delivered by the District, the payments of which are payable, in whole or part, from Net Revenues on a parity with the Installment Payments and which are secured, in whole or part, by a pledge of and lien on Net Revenues as described in Section 5.1 hereof.

“Bond Year” has the meaning set forth in the Tax Certificate.

“Business Day” means a day which is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California are closed.

“Closing Date” means June 5, 2020.

“Code” means the Internal Revenue Code of 1986, as amended.

“Contracts” means this Agreement and all other contracts of the District that are previously or hereafter authorized and executed by the District, the payments under which are payable from Net Revenues on a parity with the Installment Payments and which are secured by a pledge of and lien on Net Revenues as described in Section 5.1 hereof; but excluding contracts entered into for operation and maintenance of the Potable Water Enterprise.

“Corporation” means Key Government Finance, Inc., a Colorado corporation.

“Debt Service” means, for any period of calculation, the sum of:

(i) the interest accruing during such period on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are redeemed or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) those portions of the principal amount of all outstanding serial Bonds maturing in such period;

(iii) those portions of the principal amount of all outstanding term Bonds required to be prepaid or paid in such period; and

(iv) those portions of the Contracts that are required to be paid during such period, (except to the extent that the interest that is evidenced and represented thereby is capitalized or is reimbursed to the District by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

but less the earnings to be derived from the investment of moneys on deposit in debt service reserve funds established for Bonds or Contracts and applied to the payment of principal and interest with respect to such Bonds and Contracts;

provided that, as to any such Bonds or Contracts bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall, for all purposes, be assumed to be a fixed rate equal to the higher of: (1) the then current variable interest rate borne by such Bonds or Contract plus 1%; and (2) the highest variable rate borne over the preceding twenty-four (24) months by outstanding variable rate debt issued or executed by the District or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index that is comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Contracts have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the period of determination as if the principal of and interest on such series or issue of such Bonds or Contracts were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of calculation; and

provided further that, as to any such Bonds or Contracts or portions thereof which bear no interest but which are sold at a discount and which discount accretes with respect to such Bonds or Contracts or portions thereof, such accreted discount shall be treated as interest in the calculation of Debt Service; and

provided further that if the Bonds or Contracts constitute paired obligations such as interest rate swap agreements, the interest rate on such Bonds or Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the District with respect to such paired obligations; and

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and, to the extent that the amount in such debt service reserve fund is in excess of such amount of principal, such excess shall be applied to the full amount of principal due, in each preceding year, in descending order, until such amount is exhausted.

“Default Rate” means 5.95% per annum.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) the date on which the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(ii) the date on which the Corporation received written notification from the District, supported by a written opinion of Bond Counsel to the effect that an Event of Taxability has occurred;

(iii) the date on which the District is advised in writing by the Commissioner or any district director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the District (or a statutory notice of deficiency, or a document of substantially similar import), or upon any review or audit of the District, or upon any other ground whatsoever, an Event of Taxability has occurred; or

(iv) on the date when the District receives notice from the Corporation that the Internal Revenue Service (or any other Governmental Authority exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of the Corporation due to the occurrence of an Event of Taxability;

provided, however, that: (1) no Determination of Taxability shall occur under clauses (iii) or (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; and (2) upon demand from the Corporation, the District shall promptly reimburse the Corporation or any assignee thereof for any payments, including any taxes, interest, penalties or other charges, including the Corporation's legal fees, that the Corporation or such assignee is obligated to make as a result of the Determination of Taxability.

"District" means the Las Virgenes Municipal Water District, a California municipal water district.

"District Representative" means the President of the District, the General Manager of the District, the Director of Finance and Administration of the District or any other person authorized by resolution of the Board of Directors of the District to act on behalf of the District under or with respect to this Agreement.

"Event of Default" means an event described in Section 8.1.

"Event of Taxability" means: (i) a change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the District, or the failure to take any action by the District, or the making by the District of any misrepresentation herein or in any certificate required to be given in connection with this Agreement) which has the effect of causing interest portion of any Installment Payment to become includable, in whole or in part, in the gross income of the Corporation or any assignee thereof for federal income tax purposes; or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing the interest portion of any Installment Payment to become includable, in whole or in part, in the gross income of the Corporation or any assignee thereof for federal income tax purposes.

"Fiscal Year" means the period beginning on July 1 of each year and ending on the last day of June of the succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the District.

“Governmental Authority” means any governmental or quasi-governmental entity, including any court, department, commission, board, bureau, agency, administration, central bank, service, District or other instrumentality of any governmental entity or other entity exercising executive, legislative, judicial, taxing, regulatory, fiscal, monetary or administrative powers or functions of or pertaining to government, or any arbitrator, mediator or other person with authority to bind a party at law.

“Independent Certified Public Accountant” means any firm of certified public accountants appointed by the District, each of whom is independent of the District and the Corporation pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

“Independent Financial Consultant” means a financial consultant or firm of such consultants appointed by the District, and who, or each of whom: (i) is in fact independent and not under domination of the District; (ii) does not have any substantial interest, direct or indirect, with the District; and (iii) is not connected with the District as an officer or employee thereof, but who may be regularly retained to make reports thereto.

“Installment Payment Date” means: (i) each May 1 and November 1, commencing November 1, 2020, to and including November 1, 2029, or if said date is not a Business Day, then the succeeding Business Day; or (ii) any other date upon which Installment Payments become due and payable, whether by acceleration, prepayment or otherwise.

“Installment Payments” means the installment payments of interest and principal scheduled to be paid by the District under and pursuant hereto.

“Law” means, collectively, the Water Code and the Government Code of the State of California and all laws amendatory thereof or supplemental thereto.

“Maintenance and Operation Costs” means: (a) the reasonable and necessary costs and expenses paid by the District for maintaining and operating the Potable Water Enterprise, including but not limited to the reasonable expenses of management and repair and other costs and expenses necessary to maintain and preserve the Potable Water Enterprise in good repair and working order, and including but not limited to administrative costs of the District attributable to the Potable Water Enterprise and the financing thereof and payments to the Public Employees Retirement System; and (b) costs spent or incurred in the purchase of water for the Potable Water Enterprise; but in all cases excluding interest expense relating to unsecured obligations of the District and excluding depreciation, replacement and obsolescence charges or reserves therefor and excluding amortization of intangibles or other bookkeeping entries of a similar nature.

“Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

“Net Revenues” means, for any period, an amount equal to all of the Revenues received during such period, minus the amount required to pay all Maintenance and Operation Costs becoming payable during such period.

“Parity Obligations” means, collectively, all Contracts and Bonds.

“Parity Obligation Documents” means, collectively, the installment sale agreement, indenture of trust, trust agreement, resolution or other document authorizing the issuance of any Parity Obligations or any securities which evidence Parity Obligations.

“Permitted Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America;

(b) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America; provided that stripped securities are only permitted if they have been stripped by the agency itself:

- (i) U.S. Export-Import Bank (Eximbank)  
Direct obligations or fully guaranteed certificates of beneficial ownership
- (ii) Farmers Home Administration (FmHA)  
Certificates of Beneficial Ownership
- (iii) Federal Financing Bank
- (iv) Federal Housing Administration Debentures (FHA)
- (v) General Services Administration  
Participation Certificates
- (vi) Government National Mortgage Association (GNMA or Ginnie Mae)  
GNMA—guaranteed mortgage-backed bonds GNMA—guaranteed pass-through obligations
- (vii) U.S. Maritime Administration  
Guaranteed Title XI financing
- (viii) U.S. Department of Housing and Urban Development (HUD)  
Project Notes  
Local Corporation Bonds  
New Communities Debentures—U.S. government guaranteed debenture U.S. Public Housing Notes and Bonds—U.S. government guaranteed public housing notes and bonds

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies which are not backed by the full faith and credit of the United States of America; provided that stripped securities are only permitted if they have been stripped by the agency itself:



- (i) Federal Home Loan Bank System  
Senior debt obligations
- (ii) Federal Home Loan Mortgage Corporation (FHLMC or Freddie Mac)  
Participation Certificate Senior debt obligations
- (iii) Federal National Mortgage Association (FNMA or Fannie Mae)  
Mortgage-backed securities and senior debt obligations
- (iv) Resolution Funding Corp. (REFCORP) obligations
- (v) Farm Credit System  
Consolidated systemwide bonds and notes

(d) money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s rated “Aaa,” “Aa1” or “Aa2”;

(e) savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF;

(f) commercial paper rated, at the time of purchase, “Prime -1” by Moody’s and “A-1” or better by S&P;

(g) bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such rating agencies;

(h) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime 1” or “A3” or better by Moody’s and “A-1” or “A” or better by S&P;

(i) the Local Agency Investment Fund of the State of California or other investment pools sponsored by the State of California or the Treasurer-Tax Collector.

“Potable Water Enterprise” means the existing facilities and property owned by the District in connection with the water distribution and supply services of the District, together with all extensions thereof and improvements thereto hereafter acquired, constructed or installed by the District.

“Potable Water Enterprise Fund” means the Water Fund established and held by the District with respect to the Potable Water Enterprise for the receipt and deposit of Revenues derived from the Potable Water Enterprise.

“Purchase Price” means the principal amount plus interest thereon owed by the District to the Corporation under the terms hereof as provided in Section 4.1.

“Rate Stabilization Fund” means the District account designated as Fund 603, together with other accounts created in the future and designated by the Board of Directors as a part of the Rate Stabilization Fund created pursuant to Section 5.3 hereof.

“Rebate Fund” means the fund by that name established pursuant to Section 5.7.

“Revenues” means (1) all gross charges received for, and all other gross income and receipts derived by the District from, the ownership and operation of the Potable Water Enterprise or otherwise arising from the Potable Water Enterprise, including but not limited to connection charges and earnings on the investment of any funds held by the District, (2) deposits to the Potable Water Enterprise Fund from amounts on deposit in the Rate Stabilization Fund in accordance with Section 5.3 hereof, but less (3) any Revenues transferred from the Potable Water Enterprise Fund to the Rate Stabilization Fund in accordance with Section 5.2(d) hereof; but excluding: (x) the proceeds of any *ad valorem* property taxes which are levied for the purpose of paying bonded indebtedness of the District; and (y) the proceeds of any special assessments or special taxes levied upon real property within any improvement district served by the District for the purpose of paying special assessment bonds or special tax obligations of the District.

“Tax Certificate” means the Tax Certificate dated the Closing Date, concerning certain matters pertaining to the use and investment of proceeds of this Agreement, executed by the District, including any and all exhibits attached thereto.

“Tax Collector” means the Treasurer-Tax Collector of the County of Los Angeles.

“Water Service” means the water service made available by the Potable Water Enterprise.

“Written Consent of the Corporation or District,” “Written Order of the Corporation or District,” “Written Request of the Corporation or District,” and “Written Requisition of the Corporation or District” mean, respectively, a written consent, order, request or requisition signed by or on behalf of: (i) the Corporation by an authorized representative; or (ii) the District by a District Representation.

“2020 Project” means those capital improvements which are described in Exhibit C.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1 Representations by the District.** The District makes the following representations:

(a) The District is a municipal water district that is duly organized and existing under the laws of the State of California, including but not limited to Division 20 of the California Water Code.

(b) The District has full legal right, power and authority to enter into this Agreement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this Agreement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this Agreement.

(d) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest portion of the Installment Payments due under the terms of this

Agreement being included in the gross income of the Corporation for purposes of federal or State of California income taxation.

(e) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, other than as set forth herein.

(f) No consent or approval of any trustee or holder of any indebtedness of the District or of the voters of the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein contemplated, except as have been obtained or made and as are in full force and effect.

(g) There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, educational or other governmental authority pending or, to the knowledge of the District after reasonable investigation, threatened against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Agreement or upon the financial condition, assets, properties or operations of the District, and the District is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, educational or other governmental authority, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Agreement or the financial conditions, assets, properties or operations of the District.

(h) The District has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the Revenues or the Net Revenues over the payment of the Installment Payments.

(i) There has been no material adverse change in the financial condition of the District since June 30, 2019.

(j) The District's comprehensive annual financial report for the period ended June 30, 2019, presents fairly the financial condition of the District and the Potable Water Enterprise as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Corporation, there has been no change in the financial condition of the District or the Potable Water Enterprise since June 30, 2019, that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Agreement. All information provided by the District to the Corporation with respect to the financial performance of the Potable Water Enterprise is accurate in all material respects as of its respective date and does not omit any information necessary to make the information provided not misleading.

(k) To the best of its knowledge, as currently conducted, the District's activities with respect to the Potable Water Enterprise are in all material respects in compliance with all

applicable laws, administrative regulations of the State of California and of the United States and any agency or instrumentality of either, and any judgment or decree to which the District is subject.

(l) The District is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State of California or of the United States or any agency or instrumentality of either or any judgment or decree or any loans, indenture, bond, note, resolution, agreement or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject (including, without limitation, this Agreement), and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the adoption of the Resolution and the execution and delivery of this Agreement and compliance with the District's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, indenture, agreement, mortgage, lease or other instrument to which the District is a party or to which the District or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instruments, except as provided by this Agreement.

(m) All consents, approvals, authorizations, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter, that are required for the due authorization by, or that would constitute a condition precedent to or the absence of which would materially adversely affect the making or accepting of this Agreement and the execution, delivery of and performance of this Agreement by the District have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of this Agreement, as to which no representation is made).

(n) The District has determined that it is necessary and proper to finance the 2020 Project in the manner provided for in this Agreement.

(o) The District acknowledges and agrees that: (i) the transaction contemplated herein is an arm's length commercial transaction between the District and the Corporation and its affiliates; (ii) in connection with such transaction, the Corporation and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or fiduciary of the District; (iii) the Corporation and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (iv) the Corporation and its affiliates have financial and other interests that differ from those of the District; and (v) the District has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

**Section 2.2 Representations and Warranties by the Corporation.** The Corporation represents, warrants and covenants to the District as follows:

(a) The Corporation is a corporation that is duly organized and existing under the laws of the State of Colorado, and is authorized to enter into this Agreement and to perform its obligations hereunder.

(b) The representative of the Corporation executing this Agreement is fully authorized to do so.

(c) This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes the legal, valid and binding agreement of the Corporation, enforceable against the Corporation in accordance with its terms.

(d) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation.

(e) No consent or approval of any trustee or holder of any indebtedness of the Corporation, and no consent, permission, authorization, order or license of or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Agreement, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(f) Except as provided herein, the Corporation will not assign this Agreement, its right to receive Installment Payments from the District or its duties and obligations hereunder to any other person, firm or corporation so as to impair or violate the representations, covenants and warranties contained in this section.

### ARTICLE III

#### APPLICATION OF PROCEEDS; ACQUISITION AND CONSTRUCTION OF 2020 PROJECT

**Section 3.1 Amount of Proceeds.** The parties hereby agree that \$10,100,000 shall be the amount of proceeds received hereunder. From such proceeds, the Corporation hereby agrees to cause \$10,010,000 to be deposited with the District in the Acquisition Fund on the Closing Date.

**Section 3.2 Application of Proceeds.** Furthermore, from such proceeds, the Corporation will pay \$90,000 for the costs of issuance related to the execution and delivery of this Agreement. From such amount, all costs of issuance shall be directly paid by the Corporation in accordance with a closing memorandum approved by the District.

**Section 3.3 Acquisition and Construction of the 2020 Project.** The Corporation hereby agrees to cause the 2020 Project and any additions or modifications thereto to be constructed, acquired

and installed by the District as its agent. The District shall enter into contracts and provide for, as agent for the Corporation, the complete design, construction, acquisition and installation of the 2020 Project in accordance with all applicable laws. The District hereby agrees that it will cause the construction, acquisition and installation of the 2020 Project to be diligently performed after the deposit of funds into the Acquisition Fund pursuant to Section 3.1, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the District, and that it will use its best efforts to cause the construction, acquisition and installation of the 2020 Project to be substantially completed within three years of the Closing Date, unforeseeable delays beyond the reasonable control of the District only excepted. It is hereby expressly understood and agreed that the Corporation shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2020 Project and that all such costs and expenses shall be paid by the District.

**Section 3.4 Changes to the 2020 Project.** The District may substitute other improvements for those listed as components of the 2020 Project in Exhibit A, but only if the District first files with the Corporation a Written Order of the District: (a) identifying the improvements to be substituted and the improvements to District facilities they replace in the 2020 Project; (b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned; and (c) stating that the District reasonably expects to complete the 2020 Project, including the substituted components, within the time frame contemplated by Section 3.3.

**Section 3.5 Purchase and Sale of 2020 Project.** In consideration for the Installment Payments, the Corporation agrees to sell, and hereby sells, to the District, and the District agrees to purchase, and hereby purchases, from the Corporation, the 2020 Project at the Purchase Price that is specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of the Installment Purchase Agreement.

**Section 3.6 Title.** All right, title and interest in each component of the 2020 Project shall vest in the District immediately upon acquisition or construction thereof. Such vesting shall occur without further action by the Corporation or the District, and the Corporation shall, if requested by the District or if necessary to assure such automatic vesting, deliver any and all documents which are required to assure such vesting.

**Section 3.7 Acquisition Fund.** The District shall establish, maintain and hold in trust a separate fund designated as the "Acquisition Fund." The District has designated its Capital Projects Fund as the Acquisition Fund. The moneys in the Acquisition Fund shall be held by the District in trust and applied by a District Representative to the payment of the costs of acquisition and construction of the 2020 Project and of expenses incidental thereto. Before any payment is made from the Acquisition Fund by the District, a District Representative, acting as agent of the Corporation, shall cause to be filed with the District a Written Order of the District in the form set forth in Exhibit D.

Upon receipt of each such Written Order of the District, a distinct District Representative (i.e., one that did not sign the Written Order of the District that is described in the prior paragraph) will cause the District to pay the amount that is set forth in such Written Order of the District as directed by the terms thereof or disburse funds to the District for such payment as directed by the District Representative in such Written Order of the District. The District need not make any such payment if it has received notice of any lien, right to lien, attachment upon or claim affecting the right to receive

payment of any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment.

When the 2020 Project shall have been constructed and acquired in accordance with this Agreement, a Written Order of the District stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the District by a District Representative. Upon the receipt of such statement, a District Representative (i.e., one that did not sign the Written Order of the District that is described in this paragraph) shall deposit any remaining balance in the Acquisition Fund which is not needed for Acquisition Fund purposes (but less the amount of any such retention, which amount shall be certified to the District by the District Representative) in the Potable Water Enterprise Fund for payment of Installment Payments or expenditure for other capital improvements in accordance herewith.

## ARTICLE IV

### INSTALLMENT PAYMENTS

#### **Section 4.1 Purchase Price.**

(a) The Purchase Price to be paid by the District hereunder to the Corporation is the sum of the principal amount of the District's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the effective date hereof over the term hereof, subject to prepayment as provided in Article VII. The Purchase Price represents the amount to be repaid to the Corporation by the District in exchange for the amount set forth in Section 3.1 hereof, which amount is being paid by the Corporation to acquire and construct the 2020 Project.

(b) The principal amount of the payments to be made by the District hereunder is set forth in Exhibit A.

(c) Except as set forth in clauses (d) and (e), interest shall accrue on the unpaid balance of such principal amount at the rate of 1.95% per annum, as specified in Section 4.2 and Exhibit A, computed on the basis of a 360-day year of twelve thirty-day months, and such interest shall be paid by the District as and constitute interest paid with respect to the principal amount of the District's obligations hereunder.

(d) From and after the final Installment Payment Date, or upon the occurrence and during the continuance of an Event of Default, the outstanding principal balance of the Installment Payments shall bear interest until paid in full at the Default Rate (computed on the basis of a 360-day year of twelve thirty-day months).

(e) From and after a Determination of Taxability (but retroactive to the effective date of the applicable Event of Taxability), the interest rate applicable to the outstanding principal balance of the Installment Payments shall be equal to 2.47% per annum and shall be computed on the basis of a 360-day year of twelve thirty-day months.

**Section 4.2 Installment Payments.** The District shall, subject to any rights of prepayment provided in Article VII, pay the Corporation the Purchase Price in installment payments of interest and principal in the amounts and on the Installment Payment Dates as set forth in Exhibit A. Whenever any Installment Payment to be made hereunder shall be stated to be due on a day which is not a Business Day, such payment may be made on the next succeeding Business Day, with the same force and effect as if made on the applicable Installment Payment Date. Interest on the Installment Payments shall be calculated based upon a 360-day year of twelve thirty-day months.

Each Installment Payment shall be paid to the Corporation in lawful money of the United States of America. In the event that the District fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the District until such amount shall have been fully paid; and the District agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Installment Payments if paid in accordance with their terms.

Subject to Section 10.1 hereof, the obligation of the District to make the Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the District will not discontinue or suspend any Installment Payments required to be made by it under this section when due, whether or not the Potable Water Enterprise or any part thereof is operating or operable, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and whether or not the 2020 Project has been completed, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

If the District fails to make any of the payments required in this Section 4.2 within 10 days of an Installment Payment Date, the payment in default shall continue as an obligation of the District until the amount in default has been fully paid, and the District agrees to pay the same with interest thereon at the Default Rate, to the extent permitted by law, from the Installment Payment Date to the applicable date of payment.

Installment Payments shall be made from the District to the Corporation by wire transfer pursuant to the instructions included in an invoice provided by the Corporation to the District at least 15 days prior to each Installment Payment Date, which invoice will state the amount due on such Interest Payment Date.

So long as this Agreement is held by Key Government Finance, Inc., all principal and interest payments with respect to this Agreement shall be made by wire transfer using wire instructions provided in writing by Key Government Finance, Inc. to the District. If no wire instructions are so provided, Installment Payments may be mailed to the notice address for the Corporation set forth in Section 10.10.

## ARTICLE V

### SECURITY

**Section 5.1 Pledge of Net Revenues.** All Net Revenues are hereby irrevocably pledged to the payment of the Installment Payments as provided herein, and the Net Revenues shall not be used for any other purpose while any of the Installment Payments remain unpaid; provided that out of the



Revenues there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created in favor of all other Parity Obligations, shall constitute a first lien on Net Revenues, subject to application of Revenues and all amounts on deposit in the Potable Water Enterprise Fund as permitted herein, for the payment of the Installment Payments and all other Parity Obligations in accordance with the terms hereof.

**Section 5.2 Allocation of Revenues.** Subject to Section 5.3 below, in order to carry out and effectuate the pledge and lien contained herein, the District agrees and covenants that all Revenues shall be received by the District in trust hereunder and shall be deposited when and as received in a special fund designated as the “Potable Water Enterprise Fund,” which fund has been established and which fund the District agrees and covenants to continue to maintain and to hold separate and apart from other funds so long as any Installment Payments remain unpaid.

The District shall, from the moneys in the Potable Water Enterprise Fund, pay all Maintenance and Operation Costs (including amounts reasonably required to be set aside in contingency reserves for Maintenance and Operation Costs, the payment of which is not then immediately required) as such Maintenance and Operation Costs become due and payable. Thereafter, all remaining moneys in the Potable Water Enterprise Fund shall be applied by the District at the following times for the transfer to the following respective special funds in the following order of priority; and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes set forth in this section.

(a) Installment Payments. The District shall, from available moneys in the Potable Water Enterprise Fund and elsewhere, mail or wire to the Corporation each Installment Payment due in accordance with the wiring instruction provided in accordance with Section 4.2, and shall transfer to the applicable trustee for deposit in the respective payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other debt service in accordance with the provisions of any Parity Obligation Documents.

(b) Reserve Funds. The District shall, from available moneys in the Potable Water Enterprise Fund and elsewhere, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the applicable trustee for such reserve funds and/or accounts, if any, as may have been established in connection with Parity Obligation Documents the amount required to be deposited therein pursuant to such Parity Obligation Documents, as applicable.

(c) Other Payments. The District shall, from available moneys in the Potable Water Enterprise Fund and elsewhere, thereafter, without preference or priority and in the event of any insufficiency of such moneys ratably without any discrimination or preference: (i) pay all other amounts when and as due and payable under this Agreement; and (ii) transfer all other amounts to otherwise comply with the Parity Obligation Documents.

(d) Surplus. Moneys on deposit in the Potable Water Enterprise Fund which are not necessary to make any of the payments required above may be expended by the District at any time for capital expenditures or for any other purpose permitted by law, including but not limited to transfer to the Rate Stabilization Fund or other unpaid amounts due on obligations subordinate hereto.

**Section 5.3 Rate Stabilization Fund.** The District hereby agrees and covenants to maintain, so long as any Installment Payments remain outstanding, the Rate Stabilization Fund.

Amounts in the Rate Stabilization Fund shall be disbursed, allocated and applied by the District solely to the uses and purposes hereinafter described in this Agreement, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the District.

All amounts on deposit in the Rate Stabilization Fund as well as the Rate Stabilization Fund are hereby irrevocably pledged to the payment of the Bonds and Contracts as provided herein; provided that amounts on deposit in the Rate Stabilization Fund may be apportioned for such purposes as are expressly permitted herein. This pledge shall constitute a first lien on amounts on deposit in the Rate Stabilization Fund for the payment of Contracts and Bonds in accordance with the terms hereof.

The District may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Potable Water Enterprise Fund for application in accordance with Section 5.2 hereof. Amounts transferred from the Rate Stabilization Fund to the Potable Water Enterprise Fund pursuant to this Section 5.3 during or within 270 days after the end of a Fiscal Year, may be taken into account as Revenues for purposes of the calculations in Sections 5.4 and 6.13 in such Fiscal Year to the extent provided in the definition of Revenues.

**Section 5.4 Additional Contracts and Bonds.** The District may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided that

(a) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period, preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Financial Consultant on file with the District, shall have produced a sum equal to at least 120% of the Debt Service for such Fiscal Year or other twelve month period; and

(b) The Net Revenues for the last audited Fiscal Year of the District, or for any consecutive twelve calendar month period during the eighteen calendar month period, preceding the date of adoption by the Board of Directors of the District of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, including adjustments to give effect as of the first day of such twelve month period to increases or decreases in rates and charges for the Water Service approved and in effect as of the date of calculation, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Financial Consultant on file with the District, shall have produced a sum equal to at least 120% of the Debt Service for such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year or other twelve month period, assuming that such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year or other twelve month period, plus the Debt Service which would have accrued had such proposed additional Contract been executed or proposed additional Bonds been issued at the beginning of such Fiscal Year or other twelve month period.

Notwithstanding the foregoing, Bonds issued or Contracts executed to refund Bonds or prepay Contracts may be delivered without satisfying the conditions set forth above if total Debt Service after the issuance of such refunding Bonds or execution of such refunding Contracts executed is not greater than total Debt Service would have been prior to the issuance of such Bonds or execution of such Contracts.

**Section 5.5 Investments.** All moneys held by the District in the Potable Water Enterprise Fund shall be invested in Permitted Investments, and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein.

**Section 5.6 No Reserve.** The Installment Payments shall not be secured by any reserve fund or account, and such payments are not payable, and are not secured by, any reserve fund or account established with respect to any Parity Obligations.

**Section 5.7 Rebate Fund.**

(a) Establishment. The District shall establish a separate fund designated the “Rebate Fund” when required in accordance herewith. Absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of the interest portion of the Installment Payments will not be adversely affected, the District deposit in the Rebate Fund such amounts as are required to be deposited therein pursuant to this Section and the Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the District in trust for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the Tax Certificate, unless and to the extent that the District receives an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of the interest portion of the Installment Payments will not be adversely affected, if such requirements are not satisfied.

(i) Computation. Within 55 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), the District will calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (*e.g.*, the temporary investments exceptions of Section 148(f)(4)(B) and the construction expenditures exception of Section 148(f)(4)(C) of the Code), and taking into account whether the election pursuant to Section 148(f)(4)(C)(vii) of the Code (the “1½% Penalty”) has been made), for this purpose treating the last day of the applicable Bond Year as a computation date, within the meaning of Section 1.148-1(b) of the Treasury Regulations (the “Rebatable Arbitrage”). The District shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Transfer. Within 55 days of the end of each fifth Bond Year, an amount shall be deposited to the Rebate Fund by the District from any Net Revenues legally available for such purpose, if and to the extent required so that the balance in the Rebate Fund shall equal the amount of Rebatable Arbitrage so calculated in accordance with clause (i) of this subsection (a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, the District shall withdraw the excess from the Rebate Fund and then credit the excess to the Potable Water Enterprise Fund.

(iii) Payment to the Treasury. The District shall pay to the United States Treasury, out of amounts in the Rebate Fund:

(A) Not later than 60 days after the end of: (X) the fifth Bond Year; and (Y) each applicable fifth Bond Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Bond Year; and

(B) Not later than 60 days after the payment of all of the Installment Payments, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Bond Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code and Section 1.148-3 of the Treasury Regulations.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source equal to such deficiency prior to the time such payment is due. Each payment required to be made pursuant to this subsection (a) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T (prepared by the District), or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after prepayment and payment of the Installment Payments and the payments described in subsection (a) above being made may be withdrawn by the District and utilized in any manner by the District.

(c) Survival of Defeasance. Notwithstanding anything in this Section to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance or payment in full of the Installment Payments.

## ARTICLE VI

### COVENANTS OF THE DISTRICT

**Section 6.1 Compliance with Installment Agreement and Ancillary Agreements.** The District will punctually pay the Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all of the agreements, conditions, covenants and terms contained herein which are required to be observed and performed by it, and will not terminate this Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2020 Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Corporation to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or bankruptcy or liquidation of the Corporation or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lock outs, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The District will faithfully observe and perform all of the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Parity Obligations as such may from time to time be executed or issued, as the case may be.

**Section 6.2 Against Encumbrances.** The District will not make any pledge of or place any lien on the Net Revenues except as provided in Sections 5.1 and 5.4 hereof. In addition, the District may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for

any lawful purpose which are payable from and secured by a pledge of and lien on Net Revenues as may from time to time be deposited therein (as provided in Section 5.2), provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

**Section 6.3 Against Sale or Other Disposition of Property.** The District will not enter into any agreement or lease which impairs the operation of the Potable Water Enterprise or any part thereof. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Potable Water Enterprise, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the District to pay the Installment Payments and if the proceeds of such sale are deposited in the Potable Water Enterprise Fund.

Nothing herein shall restrict the ability of the District to sell any portion of the Potable Water Enterprise if such portion is immediately repurchased by the District and if such arrangement cannot by its terms result in: (i) the purchaser of such portion of the Potable Water Enterprise exercising any remedy which would deprive the District of or otherwise interfere with its right to own and operate such portion of the Potable Water Enterprise; or (ii) the creation of a payment obligation of the District structurally or contractually senior to the obligation to make Installment Payments.

**Section 6.4 Against Competitive Facilities.** To the extent permitted by law, the District covenants that it will not acquire, construct, maintain or operate and will not, to the extent permitted by law and within the scope of its powers, permit any other public or private agency, corporation, District or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the District any water system competitive with the Potable Water Enterprise.

**Section 6.5 Tax Covenants.** Notwithstanding any other provision of this Agreement, absent an opinion of nationally recognized bond counsel that the exclusion from gross income of the interest component of the Installment Payments will not be adversely affected for federal income tax purposes, the District covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District will not take or omit to take any action or make any use of moneys or property which would cause the Installment Payments to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The District will make no use of moneys or property, regardless of the source, and will not take or omit to take any action which would cause the Installment Payments to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The District will not take or omit to take any action that would cause the Installment Payments to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

(e) Hedge Bonds. The District will make no use of moneys or property, regardless of the source, and will not take any action or refrain from taking any action that would cause the

Installment Payments to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of the interest component of the Installment Payments for federal income tax purposes.

(f) Miscellaneous. The District will take no action, or omit to take any action, inconsistent with the expectations stated in any tax certificate executed in connection with the Installment Payments and will comply with the covenants and requirements stated therein and incorporated by reference herein.

The District hereby designates this Agreement as a “qualified tax-exempt obligation” under Section 265(b)(3) of the Code.

This section and the covenants set forth herein shall not be applicable to, and nothing contained herein shall be deemed to prevent the District from causing to be executed and delivered or to issue Parity Obligations, the interest with respect to which has been determined by nationally recognized bond counsel not to be subject to federal income taxation.

**Section 6.6 Operation and Maintenance of the Potable Water Enterprise.** The District will maintain and preserve the Potable Water Enterprise in good repair and working order at all times and will operate the Potable Water Enterprise in an efficient and economical manner and will pay all Maintenance and Operation Costs as they become due and payable.

**Section 6.7 Payment of Claims.** The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Potable Water Enterprise or the Revenues or the funds or accounts created hereunder or on any funds in the hands of the District pledged to pay the Installment Payments or to the owners of Parity Obligations prior or superior to the lien of the Installment Payments or which might impair the security of the Installment Payments.

**Section 6.8 Compliance with Contracts.** The District will neither take nor omit to take any action under any contract, if the effect of such act or failure to act would in any manner materially adversely impair the ability of the District to pay Installment Payments; and the District will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in all other contracts affecting or involving the Potable Water Enterprise to the extent that the District is a party thereto.

**Section 6.9 Insurance.**

(a) The District will procure and maintain or cause to be procured and maintained insurance on the Potable Water Enterprise with responsible insurers in such amounts and against such risks (including damage to or destruction of the Potable Water Enterprise) as are usually covered in connection with water systems similar to the Potable Water Enterprise so long as such insurance is available from reputable insurance companies.

Without limiting the foregoing, the District shall procure and maintain or cause to be procured and maintained, with responsible insurers, public liability and worker’s compensation insurance covering claims against the District (including its directors, officers and employees) for bodily injury or death, or damage to property occasioned by reason of the District’s operations, including any use of

the Potable Water Enterprise, and such insurance shall afford protection in such amounts as are usually covered in connection with operations similar to the Potable Water Enterprise; provided, that such insurance coverage may be satisfied under a self-insurance program which is actuarially sound. The Corporation shall be named as an additional insured with respect to any public liability insurance.

In the event of any damage to or destruction of the Potable Water Enterprise caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Potable Water Enterprise. The District shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Potable Water Enterprise shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied by the District in any manner permitted by law, including but not limited to prepay the Installment Payments and other Parity Obligations on a pro rata basis, in the manner provided in Section 7.1(b) herein and in the Parity Obligation Documents.

(b) The District will procure and maintain such other insurance as it shall deem advisable or necessary to protect its interests and the interests of the Corporation, which insurance shall afford protection in such amounts and against such risks as are usually covered in connection with water systems similar to the Potable Water Enterprise.

(c) Any insurance required to be maintained by paragraph (a) above and, if the District determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained through participation by the District in an insurance program administered by a joint exercise of powers authority for public agencies.

**Section 6.10 Eminent Domain of Potable Water Enterprise.** Any amounts received as awards as a result of the taking of all or any part of the Potable Water Enterprise by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either: (a) be used for the acquisition or construction of improvements and extension or replacement facilities of the Potable Water Enterprise; or (b) be applied to prepay or redeem the Installment Payments and any Parity Obligations, on a pro rata basis, in the manner provided in Section 7.1(b) herein and in the Parity Obligation Documents.

If such eminent domain proceedings have had no effect, or at most an immaterial effect, upon the Net Revenues and the ability of the District to pay the Installment Payments under this Agreement and the Parity Obligation Documents, and a Written Order of the District to such effect has been filed with the Corporation, then the District shall be permitted to deposit such proceeds in the Potable Water Enterprise Fund.

**Section 6.11 Accounting Records; Financial Statements and Other Reports.**

(a) The District will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the District, which records shall be available for inspection by the Corporation at reasonable hours and under reasonable conditions.

(b) The District will prepare and file with the Corporation annually within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2020) financial statements of the District for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles, together with an Accountant's Report thereon. Such audit report shall include statements of the status of each account pertaining to the Potable Water Enterprise, showing the amount and source of all deposits therein, the amount and purpose of the withdrawals therefrom and the balance therein at the beginning and end of said Fiscal Year. With each such audit, the District shall provide a written statement as to whether or not the Net Revenues for such Fiscal Year were equal to at least 1.15 times the Debt Service payable in such Fiscal Year.

(c) The District will deliver a copy of its operating budget to the Corporation annually within sixty (60) days after the commencement of such Fiscal Year.

(d) The District shall furnish at the Corporation's request such additional information that the Corporation may from time to time reasonably request.

**Section 6.12 Protection of Security and Rights of the Corporation.** The District will preserve and protect the security hereof and the rights of the Corporation to the Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

**Section 6.13 Amounts of Rates and Charges.**

(a) Covenant Regarding Revenues. The District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Potable Water Enterprise during each Fiscal Year which (together with existing unencumbered fund balances which are maintained in the form of cash or cash equivalents, and which are lawfully available to the District for payment of any of the following amounts during such Fiscal Year) are reasonably expected, at the commencement of such Fiscal Year, to be at least sufficient, after making allowances for contingencies and error in the estimates, to pay the following amounts in the following order of priority:

(i) All Maintenance and Operation Costs of the Potable Water Enterprise estimated by the District to become due and payable in such Fiscal Year;

(ii) The Installment Payments and Debt Service on any Parity Obligations which are payable from the Net Revenues as they become due and payable during such Fiscal Year, without preference or priority; and

(iii) All payments required to meet any other obligations of the District which are charges, liens, encumbrances upon or payable from the Revenues of the Potable Water Enterprise during such Fiscal Year.

(b) Covenant Regarding Net Revenues. In addition to the covenant set forth in the preceding clause (a) of this Section, the District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the Potable Water Enterprise during each Fiscal Year which are reasonably expected, at the commencement of such Fiscal Year, to be at least sufficient to yield Net Revenues which are at least equal to 120% of the Installment



Payments and Debt Service on any Parity Obligations which are payable from the Net Revenues, when and as the same come due and payable during such Fiscal Year.

**Section 6.14 Payment of Taxes and Compliance with Governmental Regulations.** The District will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Potable Water Enterprise or any part thereof or upon the Revenues when the same shall become due. The District will duly observe and conform to all valid regulations and requirements of any governmental authority relative to the operation of the Potable Water Enterprise or any part thereof, but the District shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

**Section 6.15 Further Assurances.** The District will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and for the better assuring and confirming unto the Corporation of the rights and benefits provided to it herein.

**Section 6.16 Enforcement of Contracts.** The District will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with any contracts previously or hereafter entered into, if such rescission or amendment would result in a default by the District in the payment of Installment Payments.

**Section 6.17 Observance of Laws and Regulations.** To the extent necessary to assure its performance hereunder, the District will well and truly keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States of America, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the District, respectively, including its right to exist and carry on its business, to the end that such contracts, rights and franchises shall be maintained and preserved, and shall not become abandoned, forfeited or in any manner impaired.

**Section 6.18 Collection of Rates and Charges.** The District will have in effect at all times by-laws, rules and regulations requiring each customer to pay the rates and charges applicable to the services and facilities furnished by the Potable Water Enterprise to such land and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the District may discontinue such service from the Potable Water Enterprise, and such service shall not thereafter be recommenced except in accordance with the District laws or rules and regulations governing such situations of delinquency.

**Section 6.19 Prompt Acquisition and Construction.** The District will take all necessary and appropriate steps to acquire and construct the 2020 Project, as agent of the Corporation, with all practicable dispatch and in an expeditious manner and in conformity with law so as to complete the same as soon as possible.

**Section 6.20 Release and Indemnification Covenants.** The District shall indemnify the Corporation and its officers, employees, agents, successors and assigns and hold them harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

(a) the use, maintenance, condition or management of, or from any work or thing done on or about the Potable Water Enterprise by the District, or its employees, agents, directors, contractors or officers;

(b) any breach or default on the part of the District in the performance of any of its obligations under this Agreement;

(c) any intentional misconduct or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the Potable Water Enterprise; and

(d) any intentional misconduct or negligence of any lessee of the District with respect to the Potable Water Enterprise.

No indemnification is made under this Section 6.20 or elsewhere in this Agreement for willful misconduct, gross negligence or breach of duty under this Agreement by the Corporation, its officers, agents, employees, successors or assigns.

## ARTICLE VII

### PREPAYMENT OF INSTALLMENT PAYMENTS

#### Section 7.1 Prepayment.

(a) Optional Prepayment. The District may prepay the Installment Payments, as a whole on any Business Day, at the following respective prepayment prices (expressed as percentages of the principal amount being prepaid), together with accrued interest thereon to the prepayment date:

<i>Redemption Dates</i>	<i>Redemption Price</i>
June 5, 2020 through June 4, 2024	102%
June 5, 2024 and any Business Day thereafter	100

(b) Mandatory Prepayment. The District shall prepay the unpaid principal balance of the Installment Payments in whole or in part on any date from and to the extent the District determines to apply any Net Proceeds for such purpose under Section 6.9 and 6.10 at a price equal to the principal amount to be prepaid plus interest accrued thereon to such date, without premium.

**Section 7.2 Method of Prepayment.** Before making any prepayment pursuant to Section 7.1, the District shall give written notice to the Corporation specifying the date on which the Installment Payments will be paid, which date shall be not less than thirty (30) days from the date such notice is given.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF THE CORPORATION

**Section 8.1 Events of Default and Acceleration of Installment Payments.** If one or more of the following Events of Default shall happen:

(a) if default shall be made by the District in the due and punctual payment of any Installment Payment or any payment with respect to any Parity Obligations when and as the same shall become due and payable;

(b) if default shall be made by the District in the performance of any of the other agreements or covenants required herein or in any Parity Obligation Document to be performed by it, and such default shall have continued for a period of thirty (30) days after the District shall have been given notice in writing of such default by the Corporation; provided, however, that if in the reasonable opinion of the District the default stated in the notice can be corrected, but not within such thirty (30) day period, and corrective action is instituted by the District within such thirty (30) day period and diligently pursued in good faith until the default is corrected, such default shall not be an Event of Default hereunder;

(c) if the District shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the District seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property;

(d) if payment of the principal of any Parity Obligations is accelerated in accordance with its terms;

(e) if any representation, warranty or certification of the District shall have been false when made;

(f) the dissolution, termination of existence, insolvency or business failure of the District; or

(g) if any court of competent jurisdiction with jurisdiction to rule on the validity of any provision of this Agreement shall find or rule that this Agreement is not valid or not binding on the District.

then and in each and every such case during the continuance of such Event of Default specified above, the Corporation may, by notice in writing to the District, declare the entire principal amount of the unpaid Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding.

This section however, is subject to the condition that, if at any time after the entire principal amount of the unpaid Installment Payments and the accrued interest thereon shall have been so declared

due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the District shall deposit with the Corporation a sum sufficient to pay the unpaid principal amount of the Installment Payments and/or the unpaid payment of any other Parity Obligations referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the Default Rate as to the remaining unpaid principal balance of the Installment Payments or at the rate or rates applicable or such Parity Obligations if paid in accordance with their terms, and the reasonable expenses of the Corporation, and any and all other defaults known to the Corporation (other than in the payment of the entire principal amount of the unpaid Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Corporation, or provision deemed by the Corporation to be adequate shall have been made therefor, then and in every such case, the Corporation, by written notice to the District, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

**Section 8.2 Application of Funds Upon Acceleration.** Upon the date of the declaration of acceleration as provided in Section 8.1, all Revenues thereafter received shall be applied to the payment of Installment Payments in accordance with Sections 5.1 and 5.2 hereof and all Revenues thereafter received shall be applied in the following order:

First, to the payment of the fees, costs and expenses of the Corporation, if any, including reasonable compensation to its accountants and counsel;

Second, to the payment of the Maintenance and Operation Costs; and

Third, to the payment of the entire principal amount of the unpaid Installment Payments and the entire unpaid principal amount of all Parity Obligations and the accrued interest thereon, on a pro rata basis, with interest on the overdue installments at the Default Rate as to the Installment Payments and at the rate or rates of interest applicable to the Parity Obligations if paid in accordance with their respective terms.

**Section 8.3 Other Remedies of the Corporation.** The Corporation shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the District or any director, officer or employee thereof, and to compel the District or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Corporation; or

(c) by suit in equity upon the happening of an Event of Default to require the District and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, the Corporation shall have no security interest in or mortgage on the Potable Water Enterprise, the 2020 Project or other assets of the District, and no default hereunder shall result in the loss of the Potable Water Enterprise, the 2020 Project or other assets of the District.

**Section 8.4 Non-Waiver.** Nothing in this article or in any other provision hereof shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the Installment Payments to the Corporation at the respective due dates or upon prepayment from the Net Revenues, the Potable Water Enterprise Fund and the other funds herein pledged for such payment, or shall affect or impair the right of the Corporation, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Corporation shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Corporation to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Corporation by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Corporation.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the District and the Corporation shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

**Section 8.5 Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

If any remedial action is discontinued or abandoned, the Corporation shall be restored to its former position.

## ARTICLE IX

### DISCHARGE OF OBLIGATIONS

#### **Section 9.1 Discharge of Obligations.**

(a) When all or any portion of the Installment Payments shall have become due and payable in accordance herewith or a written notice of the District to prepay all or any portion of the Installment Payments shall have been filed with the Corporation; and

(b) there shall have been deposited with the Corporation or an independent escrow agent at or prior to the Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Corporation or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Installment Payments, sufficient moneys and non-callable Permitted Investments, issued by the United States of America and described in clause (a) of the definition thereof, the principal of and interest on which when due will provide money sufficient, without reinvestment, to pay all principal, prepayment premium, if any, and interest of such Installment Payments to their respective Installment Payment Dates or prepayment date or dates as the case may be, as evidenced by a special report prepared by an Independent Certified Public Accountant or Independent Financial Consultant addressed to the Corporation, and the Corporation has received an

opinion addressed to it in form and substance satisfactory to the Corporation in its sole discretion of Bond Counsel to the effect that such deposit and prepayment will not cause the interest component of Installment Payments to be included in gross income for federal income tax purposes;

then and in that event, the right, title and interest of the Corporation herein and the obligations of the District hereunder shall, with respect to all or such portion of the Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Corporation and the obligation of the District to have such moneys and such Permitted Investments applied to the payment of such Installment Payments, and the obligation of the District to pay any deficiency in such moneys and Permitted Investments).

Upon payment in full of the principal component of all Installment Payments plus interest thereon to the date of payment, the Corporation shall pay over to the District as an overpayment of Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments as are required for the payment or prepayment of the Installment Payments, which moneys and Permitted Investments shall continue to be held by the Corporation in trust for the payment of the Installment Payments and shall be applied by the Corporation to the payment of the Installment Payments of the District.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1 Liability of District Limited.** The obligation of the District to make the Installment Payments is a special obligation of the District payable solely from Net Revenues, and does not constitute a debt of the District or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction. Notwithstanding anything contained herein, the District shall not be required to advance any moneys derived from any source of income other than the Net Revenues for the payment of amounts due hereunder or for the performance of any agreements or covenants required to be performed by it contained herein. The District may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the District for such purpose.

**Section 10.2 Benefits of Installment Agreement Limited to Parties.** Nothing contained herein, expressed or implied, is intended to give to any person other than the District and the Corporation any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the District or the Corporation shall be for the sole and exclusive benefit of the other party.

**Section 10.3 Successor Is Deemed Included in all References to Predecessor.** Whenever either the District or the Corporation is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the District or the Corporation, and all agreements and covenants required hereby to be performed by or on behalf of the District or the Corporation shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

**Section 10.4 Waiver of Personal Liability.** No director, officer or employee of the District shall be individually or personally liable for the payment of the Installment Payments, but nothing

contained herein shall relieve any director, officer or employee of the District from the performance of any official duty provided by any applicable provisions of law or hereby.

**Section 10.5 Article and Section Headings, Gender and References.** The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

**Section 10.6 Partial Invalidity.** If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the District or the Corporation shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The District and the Corporation hereby declare that they would have executed this Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

**Section 10.7 Assignment.** This Agreement and any rights hereunder may not be assigned by the Corporation, as a whole or in part, unless the Corporation has complied with Section 10.13 hereof.

**Section 10.8 Net Contract.** This Agreement shall be deemed and construed to be a net contract, and the District shall pay absolutely net during the term hereof the Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

**Section 10.9 California Law.** THIS AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**Section 10.10 Notices.** All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the District: Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, California 91302  
Attention: Director of Finance and Administration

If to the Corporation: Key Government Finance, Inc.  
1000 South McCaslin Blvd  
Superior, Colorado 80027  
Attention: Municipal Operations Manager

**Section 10.11 Effective Date.** This Agreement shall become effective on the Closing Date, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Corporation).

**Section 10.12 Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 10.13 Transfer.** This Agreement is not subject to transfer or assignment by the District. The District acknowledges that the Corporation may transfer or assign this Agreement in whole and not in part provided that:

(a) the transferring holder thereof shall first have complied with all applicable state and federal securities laws and regulations;

(b) the transferring holder thereof can transfer this Agreement only to a transferee who executes and delivers to the District a letter of the transferee substantially in the form attached as Exhibit B and who qualifies as an:

(i) a qualified institutional buyer pursuant to Rule 144A of the 1933 Securities Act; or

(ii) an “accredited investor” within the meaning of Section 2(15) of the 1933 Securities Act; and

(c) the transferring holder thereof will not prepare or furnish, or cause to be prepared or furnished, any disclosure regarding the District without the prior review and written consent of the District, in the District’s sole discretion.

**Section 10.14 Notices to the Corporation.** The District covenants and agrees to provide notices to the Corporation as set forth below:

(a) The District shall immediately notify the Corporation by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default under this Agreement, together with a detailed statement by a District Representative of the steps being taken by the District to cure the effect of such Event of Default.

(b) The District shall promptly notify the Corporation in writing: (i) of any action, suit or proceeding or any investigation, inquiry or similar proceeding by or before any court or other governmental authority, domestic or foreign, against the District or any of the Potable Water Enterprise or the Revenues which involve claims equal to or in excess of \$500,000 or that seeks injunctive relief; or (ii) of any loss or destruction of or damage to any portion of the Potable Water Enterprise in excess of \$1,000,000.

(c) The District shall promptly notify the Corporation in writing in the event of any termination or cancellation of any insurance policy which the District is required to maintain, or any uninsured or partially uninsured loss through liability or property damage, or through fire, theft or any other cause affecting the District property in excess of an aggregate of \$100,000.



(d) The District shall file with the Corporation such additional information as the Corporation may reasonably request in writing, within a reasonable period of time after the receipt of such written request by the District.

**Section 10.15 Amendments Permitted.** This Agreement and the rights and obligations of the Corporation and the District may be modified or amended at any time by an amendment hereto which shall become binding upon the written consents of the Corporation and the District.

**Section 10.16 EMMA Disclosures.** The Corporation acknowledges that, in connection with the District's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the District pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the District may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). The District shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding the Corporation: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. The District acknowledges and agrees that the Corporation is not responsible in connection with any EMMA Notice relating to this Agreement for Borrower's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Agreement by their officers thereunto duly authorized as of the day and year first written above.

LAS VIRGENES MUNICIPAL WATER DISTRICT

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General Manager

KEY GOVERNMENT FINANCE, INC., a Colorado corporation

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**EXHIBIT A**

**PURCHASE PRICE**

1. The principal amount of payments to be made by the District hereunder is \$10,100,000.
2. The installment payments of principal and interest are payable in the amounts and on the Installment Payment Dates as follows:

<i>Installment Payment Date</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
11/01/2020	\$ 800,000	\$ 79,874.17	\$ 879,874.17
05/01/2021	-	90,675.00	90,675.00
11/01/2021	955,000	90,675.00	1,045,675.00
05/01/2022	-	81,363.75	81,363.75
11/01/2022	975,000	81,363.75	1,056,363.75
05/01/2023	-	71,857.50	71,857.50
11/01/2023	995,000	71,857.50	1,066,857.50
05/01/2024	-	62,156.25	62,156.25
11/01/2024	1,010,000	61,156.25	1,072,156.25
05/01/2025	-	52,308.75	52,308.75
11/01/2025	1,030,000	52,308.75	1,082,308.75
05/01/2026	-	42,266.25	42,266.25
11/01/2026	1,050,000	42,266.25	1,092,266.25
05/01/2027	-	32,028.75	32,028.75
11/01/2027	1,075,000	32,028.75	1,107,028.75
05/01/2028	-	21,547.50	21,547.50
11/01/2028	1,095,000	21,547.50	1,116,547.50
05/01/2029	-	10,871.25	10,871.25
11/01/2029	<u>1,115,000</u>	<u>10,871.25</u>	<u>1,125,871.25</u>
<b>Total</b>	<b>\$10,100,000</b>	<b>\$ 1,010,024.17</b>	<b>\$11,110,024.17</b>

## EXHIBIT B

### FORM OF PURCHASER LETTER

Board of Directors  
Las Virgenes Municipal Water District  
Pauma, California

*Re: \$10,100,000 Las Virgenes Municipal Water District 2020 Installment Purchase Agreement*

Ladies and Gentlemen:

The undersigned, an authorized representative of \_\_\_\_\_ (the “Corporation”) hereby represents and warrants to you as follows:

1. The Corporation is a party to the above-referenced agreement (the “Agreement”) approved pursuant to that certain Resolution adopted by the Board of Directors of the Las Virgenes Municipal Water District (the “District”) on June 2, 2020 (the “Resolution”).

2. The Corporation has sufficient knowledge and experience in business and financial matters in general and lending to public agencies, to enable the Corporation to evaluate the Agreement, the credit of the District, the collateral and the Agreement terms and that the Corporation will make or has made its own independent credit analysis and decision to enter into the Agreement based on an independent examination and evaluation of the transaction and the information deemed appropriate, without reliance on the District or its affiliates, its directors, officers, employees, attorneys or agents.

3. The Corporation acknowledges that no official statement has been prepared in connection with the Agreement, that the execution and delivery of the Agreement is exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule, and that the District will not be entering into a continuing disclosure agreement to provide ongoing disclosure respecting the Agreement or the security therefor. The Corporation has been offered copies of or full access to all documents relating to the Agreement and all records, reports, financial statements and other information concerning the District and pertinent to the source of payments due under the Agreement as deemed material by the Corporation, which the Corporation has requested and to which the Corporation would attach significance in making a transaction decision.

4. The Corporation confirms that its execution and delivery of the Agreement is suitable for and consistent with its loan portfolio and that the Corporation is able to bear the economic risk of the execution and delivery of the Agreement, including a complete loss under the Agreement.

5. The Corporation is executing and delivering the Agreement for not more than one account, solely for its own loan account, and not with a present view to, or in connection with, any distribution, resale, pledging, fractionalization, subdivision or other disposition thereof (subject to the understanding that disposition of Corporation’s property will remain at all times within its control). Because the Corporation intends to treat the execution and delivery of the Agreement as a loan and hold the Agreement in its loan portfolio, the Corporation has not directed or requested a CUSIP number for this transaction, or applied for eligibility with The Depository Trust Company (DTC).

6. The Corporation understands that: (i) the Agreement: (a) has not been registered under the Securities Act of 1933 (the “Securities Act”); (b) has not been registered or qualified under any state securities or “Blue Sky” laws; (c) will not be listed on any stock or other securities exchange; (d) will carry no rating from any rating service specific to the Agreement at the request of the District (although similar securities of the District may carry ratings); and (e) due to a lack of a rating and lack of registration with a securities depository may not be readily marketable and the Corporation will be required to bear the risk of holding the Agreement for a certain period of time; and (ii) the Agreement has not been qualified under the Trust Indenture Act of 1939, as amended.

7. The Corporation has been furnished with and has examined the Agreement, the Resolution and other documents, certificates and the legal opinions delivered in connection with the execution and delivery of the Agreement.

8. The Corporation is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to execute and deliver the Agreement. The person executing this letter on behalf of the Corporation is duly authorized to do so on the Corporation’s behalf.

9. The Corporation is a “qualified institutional buyer” (a “Qualified Institutional Buyer”) within the meaning of Rule 144A promulgated under the Securities Act, or an institutional “accredited investor” (an “Institutional Accredited Investor”) as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

10. The Corporation understands and agrees that interest in the Agreement may be transferred: (i) only to a Person that the Corporation reasonably believes is either: (A) a Qualified Institutional Buyer that is receiving an interest in the Agreement for not more than one account, for their own account and not with a view to distributing such interest; or (B) an Institutional Accredited Investor that is receiving an interest in the Agreement for not more than one account and not with a view to distributing such interest; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the District a completed and duly executed Investor Letter substantially in the form hereof. The Corporation retains the right to participate its interests in the Agreement but only to Qualified Institutional Buyers or Institutional Accredited Investors.

11. Inasmuch as the Agreement represents a negotiated transaction, the Corporation is not acting as a fiduciary of the District, but rather is acting solely in its capacity as the Corporation, for its own loan account.

12. The Corporation understands that the District, Stradling Yocca Carlson & Rauth, a Professional Corporation, and Piper Sandler & Co. will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

13. No person has made any direct or indirect representation or warranty of any kind to the Corporation with respect to the economic return which may accrue to the Corporation. The Corporation has consulted with its own tax counsel and other advisors with respect to the Agreement. Notwithstanding the foregoing, the Corporation understands that it is entitled to rely on the opinion of Bond Counsel with respect to the Agreement.

IN WITNESS WHEREOF, the Corporation has executed this Purchaser Letter as of the date set forth below.

Dated: \_\_\_\_\_, \_\_\_\_\_

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT C**  
**2020 PROJECT**

<i>Component</i>	<i>Estimated Capital Cost</i>
Acquisition and Installation of Approximately 22,000 Smart Meters and Other Potable Water Enterprise Improvements	\$ 10,100,000

**EXHIBIT D**

**FORM OF REQUISITION FROM ACQUISITION FUND**

\$10,100,000

LAS VIRGENES MUNICIPAL WATER DISTRICT  
2020 INSTALLMENT PURCHASE AGREEMENT

REQUISITION NO.      FOR  
DISBURSEMENT FROM ACQUISITION FUND

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting \_\_\_\_\_ of the Las Virgenes Municipal Water District, a municipal water district that is organized and existing under the Constitution and laws of the State of California (the "District"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.7 of that certain Installment Purchase Agreement, dated as of June 1, 2020 (the "Installment Purchase Agreement"), by and between the District and Key Government Finance, Inc., the undersigned hereby requests the \_\_\_\_\_ of the District [MUST BE SEPARATE DISTRICT REPRESENTATIVE THAN ONE WHO SIGNS THIS REQUISITION] to disburse this date the following amounts from the Acquisition Fund established under the Indenture relating to the above-captioned obligations, to the payees designated on the attached Exhibit A;

(iii) that each obligation mentioned herein has been incurred by the District and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit A has been received and is final; and

(v) that there has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit A, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

Dated: \_\_\_\_\_, 20    

LAS VIRGENES MUNICIPAL WATER DISTRICT

By: \_\_\_\_\_  
Title: \_\_\_\_\_



EXHIBIT A

ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
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June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

**Subject : Automatic Meter Reading/Advanced Metering Infrastructure Project:  
Award of Project Management Services**

**SUMMARY:**

The District's implementation of the Automatic Meter Reading/Advanced Metering Infrastructure (AMR/AMI) Project requires the services of a project management firm to ensure its success. MeterSYS, Inc., has unparalleled experience in direct planning, deployment and operation of AMR/AMI solutions. MeterSYS actively owns and operates multiple AMR/AMI networks, has managed the deployment of AMR/AMI projects by third parties and will ensure that the District successfully achieves its objectives for metering and billing automation. In addition, MeterSYS maintains relationships with both Ferguson and Neptune team members and, therefore, can ensure an efficient deployment of the District's AMR/AMI Project.

**RECOMMENDATION(S):**

Accept the proposal from MeterSYS, Inc., and authorize the General Manager to execute a professional services agreement, in the amount of \$379,245, for project management services to implement the Automatic Meter Reading/Advanced Metering Infrastructure Project.

**FISCAL IMPACT:**

Yes

**ITEM BUDGETED:**

Yes

**FINANCIAL IMPACT:**

Sufficient funds are available in the adopted Fiscal Year 2019-20 Budget. No additional

appropriation is required.

## **DISCUSSION:**

The District's AMR/AMI Project is ready to move to the Alpha, Beta and Full Deployment phases. An infrastructure project management firm is needed to develop and execute a comprehensive Project Execution Plan (PEP) and a Proof of Concept (POC). The PEP will outline quality control, risk, change management, cash flow projections and communications. The project management firm will work with staff and vendors to coordinate scheduling, planning, equipment acquisition, required testing and system configurations for the project.

The POC will be divided into two phases – Alpha and Beta. It will demonstrate full system functionality through a limited deployment that is manageable in scope. During the POC phase, the project management firm will maintain the project schedule, monitor progress, provide oversight and subject matter expertise, and track open action items, project risks, issues and potential changes. During this phase of the project, it will be important to have a project management firm that has extensive experience and knowledge of AMR/AMI project management and deployment best practices.

An AMI consultant for the AMR/AMI Project was selected through a qualification-based selection process. A Request for Proposal (RFP) was issued in December 2019 and interested firms were provided approximately four weeks to submit proposals. Only one firm submitted a proposal at that time, so the RFP was reissued. With the reissuance, a total of three proposals were received. Proposals were received from the following firms: UtiliWorks, headquartered in Baton Rouge, Louisiana; MeterSYS, headquartered in Raleigh, North Carolina; and KDG Construction Consulting, headquartered in Glendale, California.

A selection committee was formed evaluate the proposals and identify the most qualified and experienced firm. Each member of the committee was provided approximately two weeks to review and rank each firm's proposal. The committee members met on February 26, 2020, to compare their results and notes. The committee had a detailed discussion of the pros and cons of each proposal. When comparing the proposals submitted by all three firms, MeterSYS was selected by the committee as most qualified for the work.

MeterSYS has unparalleled experience in direct planning, deployment and operation of AMR/AMI solutions. The firm actively owns and operates multiple AMR/AMI networks and maintains relationships with both Ferguson and Neptune. While MeterSYS is based in Raleigh, North Carolina, they have a west coast office based in Sacramento, California. The District's planned implementation of Neptune AMI using a LoRaWAN network aligns with the specific technical experience that MeterSYS offers in the configuration and testing of LoRaWAN-enabled Neptune meters. MeterSYS currently has a company-owned Tektelic testing gateway and utilizes the Neptune 360 meter data management software (MDMS). Their AMI specialists have dedicated almost a year of testing, evaluation and documentation at their device center on the Senet application, which is the same one proposed by Neptune for the District's AMR/AMI Project. MeterSYS also has project management experience with a number of other California agencies including the cities of Manhattan Beach and Pico Rivera.

## **GOALS:**

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Ursula Bosson, Customer Service Manager

**ATTACHMENTS:**

MeterSYS Contract

**Las Virgenes Municipal Water District  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between Las Virgenes Municipal Water District (“Agency”), and Consultant (“Consultant”). Agency and Consultant are sometimes individually referred to as “Party” and collectively as “Parties.”

**1. PURPOSE.**

**1.1 Project.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Agency on the terms and conditions set forth in this Agreement and Agency desires to engage Consultant to render such services for AMI Project Management (“Project”) as set forth in this Agreement and its attached exhibits.

Now therefore, in consideration of the mutual covenants and agreements set forth herein, the Parties do contract and agree as follows:

**2. TERMS.**

**2.1 Scope of Services.**

2.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional services necessary for the Project (“Services”). The Services are more particularly described in the attached **Exhibit “A”** (“Scope of Services”). All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

2.1.2 Term. This Agreement shall commence on the date above written and shall continue until completion of the Services described above.

**2.2 Consideration.**

2.2.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in the Fee Schedule. The total compensation shall not exceed Three hundred seventy-nine thousand two hundred and forty five Dollars (\$379,245.00) without written approval by Agency. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

2.2.2 Payment. Consultant shall submit to Agency a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. Agency shall pay all approved charges within forty-five (45) days of receiving such statement.

2.2.3 Extra Work. At any time during the term of this Agreement, Agency may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by Agency to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization by Agency.

### **2.3 Responsibilities of Consultant.**

2.3.1 Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. Consultant is an independent contractor and not an employee of Agency. Except as Agency may specify in writing, Consultant shall have no authority, expressed or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of Agency and shall at all times be under Consultant's exclusive direction and control.

2.3.2 Payment of Subordinates. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

2.3.3 Standard of Care. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them.

2.3.4 Licensing. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement.

2.3.5 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of Agency.

2.3.6 Substitution of Key Personnel. Consultant has represented to Agency that certain key personnel will perform and coordinate the Services under this Agreement. Key Consultant personnel to be assigned to this Agreement are identified in the List of Key Consultant Personnel set forth in the attached **Exhibit "C"** ("Key Personnel"). Key Personnel shall be available to perform under the terms and conditions of this Agreement immediately upon commencement of the term of this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of Agency. The Agency shall have the right to approve or disapprove the reassignment or substitution of Consultant key personnel listed in Exhibit C for any reason at its sole discretion. In the event that Agency and Consultant cannot agree as to the substitution of key personnel, Agency shall be entitled to terminate this Agreement for cause.

2.3.7 Unavailability of Key Personnel. In the event individual key personnel listed in Exhibit C are terminated either by the Consultant or the individual, with or without cause, or if individual key personnel are otherwise unavailable to perform services for the Consultant, the Consultant shall provide to the Agency written notification detailing the circumstances of the unavailability of the individual key personnel and designating replacement personnel prior to the effective date of individual key personnel termination or unavailability date, to the maximum extent feasible, but no later than five (5) business days after the effective date of the individual key personnel termination or unavailability. The Consultant shall propose replacement personnel that have a level of experience and expertise equivalent to the unavailable individual key personnel for Agency review and approval.

2.3.8 Removal of Consultant Personnel. The Consultant agrees to remove personnel from performing work under this Agreement if reasonably requested to do so by the Agency within 24 hours or as soon thereafter as is practicable.

2.3.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules, and regulations, Consultant shall be solely responsible for all costs arising therefrom.

2.3.10 Labor Code Provisions.

(a) Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an

applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall comply with all prevailing wage requirements under the California Labor Code and Consultant shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid. The Agency has obtained the general prevailing rate of wages, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the Agency’s office and shall be made available for viewing to any interested party upon request. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the Project site.

(b) Registration and Labor Compliance. If the Services are being performed as part of an applicable “public works” or “maintenance” project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations (“DIR”). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

(c) Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers’ Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

2.3.11 Accounting Records. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of Agency during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of four (4) years from the date of final payment under this Agreement.

## **2.4 Representatives of the Parties.**

2.4.1 Agency’s Representative. The Agency hereby designates its General Manager, or his or her designee, to act as its representative for the performance of this Agreement (“Agency’s Representative”). Consultant shall not accept direction or orders from any person other than the Agency’s Representative or his or her designee.



2.4.2 Consultant's Representative. Consultant hereby designates Andy Honeycutt, or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

## 2.5 Indemnification.

To the fullest extent permitted by law, Consultant shall immediately indemnify and hold the Agency, its directors, officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors, or omissions of Consultant, its officials, officers, employees, subcontractors, consultants, or agents in connection with the performance of the Consultant's Services, the Project, or this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and costs, including expert witness fees. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant shall immediately defend, with Counsel of Agency's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions, or other proceedings of every kind that may be brought or instituted against Agency or its directors, officials, officers, employees, volunteers, and agents. Consultant shall pay and satisfy any judgment, award, or decree that may be rendered against Agency or its directors, officials, officers, employees, volunteers, and agents as part of any such claim, suit, action, or other proceeding. Consultant shall also reimburse Agency for the cost of any settlement paid by Agency or its directors, officials, officers, employees, agents, or volunteers as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for Agency's attorneys' fees and costs, including expert witness fees. Consultant's obligation to defend and indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Agency, its directors, officials, officers, employees, agents, or volunteers.

## 2.6 Insurance.

2.6.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the Agency that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subconsultant has secured all insurance required under this section. Failure to provide

and maintain all required insurance shall be grounds for the Agency to terminate this Agreement for cause.

2.6.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees, or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(a) Commercial General Liability. Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001). Consultant shall maintain limits no less than \$2,000,000 per occurrence, or the full per occurrence limits of the policies available, whichever is greater, for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with general aggregate limit or product-completed operations aggregate limit is used, including but not limited to form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

(b) Automobile Liability. Coverage shall be at least as broad as the latest version of the Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto). Consultant shall maintain limits no less than \$1,000,000 per accident for bodily injury and property damage. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

(c) Workers' Compensation and Employer's Liability Insurance. Consultant shall maintain Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance in an amount no less than \$1,000,000 per accident for bodily injury or disease. The insurer shall agree to waive all rights of subrogation against the Agency, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(d) Professional Liability. Consultant shall procure and maintain, and require its subconsultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession covering Consultant's wrongful acts, negligent actions, errors, or omissions. The retroactive date (if any) is to be no later than the effective date of this Agreement. Consultant shall purchase a one-year extended reporting period: i) if the retroactive date is advanced past the effective date of this Agreement; ii) if the policy is canceled or not renewed; or iii) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement. Such insurance shall be in an amount not less than \$2,000,000 per claim.

(e) Excess Liability (if necessary). The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess coverage shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Agency (if agreed to in a written contract or agreement) before the Agency's own primary or self-Insurance shall be called upon to protect it as a named insured. The policy shall be endorsed to state that the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured at least as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its directors, officials, officers, employees, agents, and volunteers.

2.6.3 All Coverages. The general liability and automobile liability policy shall include or be endorsed to state that: (1) the Agency, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to work by or on behalf of the Consultant, including materials, parts, or equipment furnished in connection with such work using as broad a form as CG 20 10 11 85 or the latest versions of both CG 20 10 and CG 20 37; and (2) the insurance coverage shall be primary insurance as respects the Agency, its directors, officials, officers, employees, agents, and volunteers using as broad a form as CG 20 01 04 13, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Agency, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(a) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(i) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against Agency, its board members, officers, employees, agents, and volunteers, for any claims arising out of the work of Consultant.

(ii) Policies may provide coverage which contains deductible or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Agency under such policies. Consultant shall be solely responsible for deductible and/or self-insured retention and Agency, at its option, may require Consultant to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self-insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of Agency.

(iii) Prior to start of work under this Agreement, Consultant shall file with Agency evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on a certificate of insurance signed by an authorized representative of the insurer(s).

(iv) Each policy required in this section shall contain a policy cancellation clause that provides the policy shall not be cancelled or otherwise terminated by the insurer or the Consultant or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency, Attention: Director of Finance & Administration.

(v) Insurance required by this Agreement shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current Best Insurance Guide rating of not less than A: VII unless prior approval is secured from the Agency as to the use of such insurer.

(vi) Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. Consultant shall maintain evidence of compliance with the insurance requirements by the subcontractors at the job site and make them available for review by Agency.

2.6.4 Reporting of Claims. Consultant shall report to the Agency, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

## **2.7 Termination of Agreement.**

2.7.1 Grounds for Termination. Agency may, by written notice to Consultant, terminate the whole or any part of this Agreement without liability to the Agency if Consultant fails to perform or commits a substantial breach of the terms hereof. Either Party may terminate this agreement on thirty (30) days' written notice for any reason. Upon termination, Consultant shall be compensated only for those Services which have been adequately rendered to Agency, and Consultant shall be entitled to no further compensation. If the Agreement is terminated by Consultant without cause, Consultant shall reimburse Agency for additional costs to be incurred by Agency in obtaining the work from another consultant.

## **2.8 Ownership of Materials and Confidentiality.**

2.8.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for Agency to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). The Consultant shall deliver to Agency on demand or upon completion of the Project, all such Documents & Data which shall be and remain the property of the Agency. If the Agency uses any of the data, reports, and documents furnished or prepared by the Consultant for projects other than the

project shown on Exhibit A, the Consultant shall be released from responsibility to third parties concerning the use of the data, reports, and documents. The Consultant may retain copies of the materials. The Agency may use or reuse the materials prepared by Consultant without additional compensation to Consultant.

2.8.2 Confidentiality. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of Agency, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause, or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use Agency's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television, or radio production, or other similar medium without the prior written consent of Agency.

**2.9 Subcontracting/Subconsulting.**

2.9.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of Agency. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**3. General Provisions.**

3.1.1 Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Agency:**

Las Virgenes Municipal Water District  
Attn: Joe McDermott  
4232 Las Virgenes Road  
Calabasas, CA 91302

**Consultant:**

MeterSYS Advanced Metering  
Attn: Andy Honeycutt  
703 West Johnson Street  
Raleigh, NC 27603

Such notice shall be deemed made when personally delivered or when mailed, upon deposit in the U.S. Mail, first class postage prepaid and registered or certified addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.1.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

3.1.3 Time of Essence. Time is of the essence for each and every provision of this Agreement. The acceptance of late performance shall not waive the right to claim damages for such breach nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

3.1.4 Agency's Right to Employ Other Consultants. Agency reserves the right to employ other consultants in connection with this Project.

3.1.5 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.1.6 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Agency.

3.1.7 Amendment. This Agreement may not be altered or amended except in a writing signed by both Parties.

3.1.8 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition.

3.1.9 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.1.10 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.1.11 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County.

3.1.12 Attorneys' Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.1.13 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.1.14 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.1.15 Integration. This Agreement represents the entire understanding of Agency and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

***[Signature Page following]***

IN WITNESS WHEREOF, the Parties hereby have caused this Agreement to be executed the date first written above:

APPROVED:

**Las Virgenes Municipal Water District**

APPROVED:

**MeterSys Advanced Metering Solutions**

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David W. Pedersen  
General Manager



---

Andy Honeycutt  
President and Chief Consulting Officer



**EXHIBIT A**  
**Scope of Services**

The Scope of Services to be performed by the Consultant shall be in accordance with the services outlined in the proposal titled “Utility Metering Technology Implementation Services Scope of Work” submitted on January 30, 2020 and summarized as follows:

**2.1 Project Initiation- Implementation Program Management**

Project Setup: Organizational Meeting, Project Charter, Program Management Tools, Historical Data Collection and Analysis

Deliverables during this phase to include: Project Charter, Project Work Plan, Communications Plan, Project Management Platform Setup/Access, and Organizational Impact Analysis/Review

**2.2 Implementation Initiation and Testing**

Testing Phase - Infrastructure Planning, Installation, and Testing

Deliverables during this phase to include: Maintain Integrated Work Plan, Network Construction Plan and Scope of Work, develop QA/QC Plan, updated Communications Plan, vendor selection and solution specifications, progression reporting, vendor financial management, Transactions Processing Plan, and technology and security needs assessment.

**2.3 Data Management through Integration and Testing**

Systems (Software) Integration Management: Includes GIS, Work Order Management, and Customer Portal as Outlined in Specifications

Deliverables during this phase to include: Finalized Training Program (Field), Operations, Systems Configuration, User Job Aides, Help Desk Support and Tiered Response Plan, and User Acceptance Plan.

**2.4 System-Wide Meter Conversion to AMI**

Full Deployment (Field Inspections QC/QA, Systems Performance Management, Field and Software Training)

Deliverables during this phase to include: Progression reporting, QA/QC Compliance Reporting (Field), inspections, systems validation, inventory controls, Customer Portal Implementation Plan, Organizational Change and Resource Management Plan (KPIs), Asset Management Plan (Warranty/System Growth;

KPIs), Extended Systems Integration Strategy (WOM, Asset Management, GIS), User Training (System Configuration and System Performance).

## **2.5 AMI Program Management Finalized**

Project Closeout, Financials reconciliation, Reporting and Acceptance

Deliverables during this phase to include: System acceptance, AMI Systems Sustainability Plan, Contract Compliance, release full program documentation, and transfer.

**EXHIBIT B  
FEE SCHEDULE**

**Project Implementation Fees by Phase**

*Summary of Project by Major Milestones:*

Key Milestones	Duration (Workdays)	Allocation as Percentage	Cost
Project Setup and Activation	30	9%	\$33,900
Alpha Phase- Limited Network, MDMS	55	12%	\$46,550
Beta Phase- All Systems Testing	125	25%	\$96,045
Full Deployment	205	39%	\$147,025
Project Closeout and Acceptance	70	15%	\$55,725
<b>TOTAL</b>			<b>\$379,245</b>

**Summary of Time Allocations and Fees for Project Tasks**

<b>LVMWD PHASE II- IMPLEMENTATION</b>	<b>ALLOCATED PROJECT MANAGEMENT BY FUNCTION</b>	<b>ALLOCATED TEAM HOURS</b>
<b>PROJECT SETUP AND ACTIVATION</b>		
PROJECT CHARTER DRAFTING, PROJECT TEAM ESTABLISHED, AND INTEGRATED PROJECT PLAN FINALIZED IN COORDINATION WITH DISTRICT, PRIME CONTRACTOR, AND PM	\$3,410.00	22
PROJECT MANAGEMENT SYSTEMS SETUP (MS PROJECTS, ZOHIO REPORTING); TEAM ACCESS AND TRAINING	\$2,180.00	16
PROJECT KICKOFF AND ORIENTATION- PROJECT TEAM; ROLES AND RESPONSIBILITIES REVIEW, PROJECT REPORTING AND PROJECT CHARTER WITH ROLES AND RESPONSIBILITIES FINALIZED	\$9,450.00	62
COORDINATION WITH UTILITY BILLING VENDOR AUS CIS INFINITY FOR INTEGRATION PLAN DEVELOPMENT	\$3,690.00	23
PROJECT FINANCIALS MANAGEMENT WORKBOOK DEVELOPED IN COOPERATION WITH DISTRICT FINANCE; PAYMENT SCHEDULES AND PAY REQUEST TEMPLATES FINALIZED	\$3,615.00	27
SYSTEMS MAPPING AND MASTER CIS/READ FILE ANALYSIS	\$4,470.00	28
QA/QC DEVELOPED FOR METER AND BILLING UNITS OF MEASUREMENT	\$4,255.00	29
INITIAL MATERIAL ORDER APPROVAL/LOGISTICS PLANNING FOR MATERIAL MANAGEMENT	\$2,830.00	24
<b>SUBTOTAL</b>	<b>\$33,900.00</b>	<b>231</b>
<b>ALPHA PHASE- LIMITED NETWORK, MDMS</b>		
NETWORK SITE SURVEY, POWER AND BACKHAUL SYSTEMS DETAILED INSTALLATION PLANNING	\$10,850.00	74
INITIATE MDMS SETUP WITH DISTRICT OPERATIONAL REQUIREMENTS CONFIGURATIONS- GENERAL	\$8,725.00	56

<b>LVMWD PHASE II- IMPLEMENTATION</b>	<b>ALLOCATED PROJECT MANAGEMENT BY FUNCTION</b>	<b>ALLOCATED TEAM HOURS</b>
INSTALL FIELD TOOL CONFIGURATION AND TESTING	\$5,480.00	37
NETWORK SITE PLANS FINALIZED AND APPROVED- INCLUDES TANK MANAGER APPROVAL	\$5,470.00	36
TANK AND TOWER WELD AND ATTACHMENT- ALPHA PHASE TEST GATEWAY	\$3,840.00	24
SCRAP METER PROCESS PLANNING/MATERIAL LOGISTICS AND INVENTORY MANAGEMENT	\$2,115.00	15
TEST METER INSTALLS COMPLETE AND ASSESSMENT OF REPORTING ON MDMS	\$4,450.00	29
PHASE PROGRAM MANAGEMENT AND REPORTING	\$5,620.00	42
<b>SUBTOTAL</b>	<b>\$46,550.00</b>	<b>313</b>

**BETA PHASE- ALL SYSTEMS TESTING**

SAMPLE FILES (CIS EXPORT, SWAP FILE, READ/BILL FILE) FROM UB (AUS) SOFTWARE	\$4,790.00	30
CIS BILLING EXPORT/IMPORT FILE REQUIREMENTS DEVELOPED; INTEGRATION/INTERFACE PLANS WITH AUS AND NEPTUNE	\$10,940.00	68
SYSTEMS INTEGRATION SUB-TEAM TO FINALIZE INTERFACE FORMAT FILE	\$5,960.00	37
CIS INTEGRATION QUOTE AND SCOPE APPROVALS	\$3,750.00	24
DEVELOP AND TEST METER SWAP INTERFACE	\$8,040.00	52
MDMS/SYSTEMS INTERFACE FINALIZED	\$6,295.00	39
BALANCE OF TANK AND TOWER PREPARATION- WELD AND ATTACHMENT	\$3,725.00	23
BASE STATION, ANTENNA, ELECTRICAL AND BACKHAUL INSTALLATION AND RF PERFORMANCE CHECKS (RF SWEEP, RSSI VALIDATION)	\$4,675.00	31
CIS ACCOUNT DETAILS AND FIELD MAPPING	\$6,470.00	40

<b>LVMWD PHASE II- IMPLEMENTATION</b>	<b>ALLOCATED PROJECT MANAGEMENT BY FUNCTION</b>	<b>ALLOCATED TEAM HOURS</b>
BETA TESTING PHASE METERS INSTALLED	\$2,790.00	19
HANDHELD AND FIELD TOOL TRAINING/JOB SHADOWING	\$4,505.00	30
NETWORK MITIGATION BASED ON TESTING	\$4,735.00	31
ESTABLISH INSTALL SCHEDULE (READING, BILLING, BLACKOUT DAYS, PROGRESSION)	\$2,735.00	17
CRITICAL CUSTOMER IDENTIFICATION AND MANAGEMENT	\$2,760.00	18
DEVELOP METER SWAP FORM WITH WORKFLOWS	\$2,600.00	17
INSTALL SCHEDULE DEVELOPED W/ROUTE AND PROGRESSION PERCENTAGE	\$2,725.00	17
INSTALL CHECKLIST DEVELOPED/APPROVED	\$2,535.00	17
MDMS TRAINING AND INITIAL ALERT CONFIGURATION	\$5,845.00	39
UPDATED INTERFACE TESTING & SIGNOFF	\$2,565.00	17
PHASE PROGRAM MANAGEMENT AND REPORTING	\$7,605.00	48
<b>SUBTOTAL</b>	<b>\$96,045.00</b>	<b>614</b>
<b>FULL DEPLOYMENT</b>		
NON-STANDARD INSTALLATION MANAGEMENT- RETURN TO UTILITY/SKIPS MANAGEMENT	\$10,850.00	70
SITUATIONAL AND POSITION SPECIFIC TRAINING PLAN IMPLEMENTED- METERING & BILLING	\$13,160.00	86
JOB AIDES DEVELOPMENT AND ADOPTION	\$14,290.00	94
CONDUCT METER AND NETWORK PERFORMANCE QC	\$32,190.00	201
MITIGATION WORK BASED ON OPTIMIZATION	\$13,695.00	86
FIELD INSPECTIONS AND INSTALLATION QC/INVENTORY CONTROLS	\$31,690.00	208

<b>LVMWD PHASE II- IMPLEMENTATION</b>	<b>ALLOCATED PROJECT MANAGEMENT BY FUNCTION</b>	<b>ALLOCATED TEAM HOURS</b>
PHASE PROGRAM MANAGEMENT AND REPORTING	\$31,150.00	204
<b>SUBTOTAL</b>	<b>\$147,025.00</b>	<b>949</b>
<b>PROJECT CLOSEOUT AND ACCEPTANCE</b>		
METER PUNCH LIST / CLEAN UP	\$6,980.00	46
FINALIZE INVENTORIES, RESTOCKING, AND RETAINAGE FOR OPERATIONS	\$3,010.00	20
PROJECT INSTALLATION FINAL INSPECTIONS	\$6,400.00	41
MDMS TRAINING- REVIEW	\$5,900.00	37
WATERSMART CONFIGURATIONS AND IMPLEMENTATION TECHNICAL SERVICES	\$9,615.00	61
FIELD INSTALLATION FINAL TRAINING REVIEW	\$4,955.00	34
PROJECT FINANCIALS FINAL RECONCILIATION	\$4,660.00	44
EQUIPMENT RMA PROCESS CHECK	\$2,730.00	18
INFRASTRUCTURE ACCEPTANCE (COLLECTORS, RADIOS, METERS)	\$4,260.00	27
PROJECT SIGN-OFF AND RELEASE OF BONDS	\$2,290.00	14
PHASE PROGRAM MANAGEMENT AND REPORTING	\$4,925.00	34
<b>SUBTOTAL</b>	<b>\$55,725.00</b>	<b>376</b>
<b>PHASE TOTAL: PROJECT MANAGEMENT</b>	<b>\$379,245.00</b>	<b>2483</b>

General Rate Schedule

<b>Project Team Member Hourly Rate Summary- General Rate Schedule LVMWD</b>	<b>Consultant Name</b>	<b>Hourly Rate</b>
<b>Program Administrator</b>	Andy Honeycutt	\$190.00
<b>Program Manager</b>	Lauren Brown	\$175.00
<b>Field Manager- Metering and Network</b>	Cassius Williams	\$150.00
<b>Field Quality Control Manager</b>	Davis Reed	\$130.00
<b>Systems Administrator Integration Specialist</b>	Chad Crossley	\$170.00
<b>Lead Data Analyst</b>	Lisa Nguyen	\$125.00
<b>Program Consultant</b>	Carol Mikovich	\$115.00
<b>Project Finance Administrator</b>	Khane Kraft	\$65.00

**EXHIBIT C  
KEY PERSONNEL**

<b>Project Team Member Hourly Rate Summary- General Rate Schedule LVMWD</b>	<b>Consultant Name</b>
<b>Program Administrator</b>	<b>Andy Honeycutt</b>
<b>Program Manager</b>	<b>Lauren Brown</b>
<b>Field Manager- Metering and Network</b>	<b>Cassius Williams</b>
<b>Field Quality Control Manager</b>	<b>Davis Reed</b>
<b>Systems Administrator Integration Specialist</b>	<b>Chad Crossley</b>
<b>Lead Data Analyst</b>	<b>Lisa Nguyen</b>
<b>Program Consultant</b>	<b>Carol Mikovich</b>
<b>Project Finance Administrator</b>	<b>Khane Kraft</b>





June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Engineering and External Affairs

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**Subject : Jim Bridger Road and Long Valley Road Pipeline Replacement Project:  
Call for Bids**

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**SUMMARY:**

On September 3, 2019, the Board authorized the award of a professional services agreement to Cannon Corp Engineering Consultants (Cannon) for the design of a new 8-inch diameter water main along Jim Bridger Road, from Jed Smith Road to Ashley Ridge Road. On October 15, 2019, the Board opted to also include replacement of the water main on Long Valley Road between Lasher Road and Hilltop Road due to main breaks and leaks that had occurred. The 100% plans and specifications are now complete, and the project is ready to be advertised for construction bids.

**RECOMMENDATION(S):**

Find that the work is exempt from the provisions of the California Environmental Quality Act and authorize the issuance of a call for bids for the Jim Bridger Road and Long Valley Road Pipeline Replacement Project.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

There is no financial impact associated with issuance of a call for bids.

**DISCUSSION:**

The District owns approximately nine miles of asbestos cement pipe (ACP) in the City of Hidden Hills, which was installed during the 1960s and early 1970s. As the infrastructure has aged and water demand has increased, there have been an increasing number of water main leaks and breaks in the existing ACP pipe. Sections of ACP have been replaced with polyvinyl chloride (PVC) pipe over the years along Long Valley Road and Jim Bridger Road due to frequent breaks and leaks. On September 3, 2019, the Board authorized the award of a professional services agreement to Cannon Corp Engineering Consultants (Cannon) for the design of a new 8-inch diameter water main along Jim Bridger Road, from Jed Smith Road to Ashley Ridge Road. On October 15, 2019, the Board opted to include replacement of the water main along Long Valley Road between Lasher Road and Hilltop Road due to main breaks and leaks that had occurred.

The first 1,000 linear feet of PVC pipe was installed on Jim Bridger Road between Jed Smith Road and the nearest shutoff valve following an emergency declaration approved by the Board on September 26, 2020. On November 5, 2020, the Board deemed the first 1,000 linear feet along Jim Bridger Road complete and ended the emergency declaration. The next 1,000 linear feet along Jim Bridger Road are included in the current plans and specifications, along with approximately 1,122 linear feet along Long Valley Road.

During the Preliminary Design Report (PDR) phase of work, it was discovered that there were congested underground utilities along Long Valley Road. There are two sanitary sewers, gas pipelines, the existing 8-inch ACP water main, an abandoned 6-inch steel pipeline and a large storm drain box culvert. The PDR included several alignments and installation options such as boring, pipe bursting and open-cut trenching on either side of Long Valley Road. Ultimately, staff recommended trenching for a new 8-inch water main on the opposite side of the street from the existing pipeline. From Clear Valley Road to Penland Road, the existing 8-inch ACP pipeline crosses from the south side of Long Valley Road to the north side, until crossing back to the south side after Penland Road to the east. The pipeline replacement from Hilltop Road to Lasher Road will be among the first steps to ensure cohesive future planning of pipeline replacements in the area.

During design of the pipeline alignment, it was found that the alignment may impact Peruvian Pepper trees along Long Valley Road between Hilltop Road and Lasher Road. After consultation with an arborist and the Hidden Hills Community Association (HOA), it was decided to horizontally drill across the entire pipeline alignment, potentially removing two trees in the process. The final impact to the Peruvian Pepper trees is unknown at this time, and further removal of trees may be needed during the course of the project. Staff will work closely with the City of Hidden Hills and the HOA to determine how many, if any, Peruvian trees will need to be replaced with Holly Oak trees. For budgetary purposes, staff plans to recommend that up to five trees be removed and replaced during construction.

The recent water main break that occurred on May 7, 2020 was outside the proposed limits of the Long Valley Road Pipeline Replacement Project. The project limits were based on recent main breaks along Long Valley Road during the time of project scoping. The pipeline break on May 7, 2020 was 62 feet east of Lasher Road. This segment of pipeline had no recorded history of breaks or leaks.

Following is a summary of the scope of work for the project:

- Replacement of approximately 1,000 linear feet of deteriorated ACP pipeline with 8-inch PVC pipe along Jim Bridger Road from Ashley Ridge Road to the nearest shutoff valve;

- Replacement of 1,122 linear feet of deteriorated ACP pipeline with 8-inch PVC pipe along Long Valley between Lasher Road and Hilltop Road;
- Removal of two Peruvian Pepper trees along Long Valley Road; and
- Replacement of decomposed granite in areas where the pipeline is replaced.

Following is the proposed bid schedule:

- Call for Bids: June 2, 2020
- 1st Advertisement: June 4, 2020
- 2nd Advertisement: June 11, 2020
- Pre-Bid Meeting: June 17, 2020
- Bid Opening: July 15, 2020
- Award of Contract: August 4, 2020

The project is statutorily exempt from the California Environmental Quality Act pursuant to Section 21080.21 of California Public Resources Code that provides:

*"(a) This division does not apply to any project of less than one mile in length within a public street or highway or any other public right-of-way for the installation of a new pipeline or the maintenance, repair, restoration, reconditioning, relocation, replacement, removal, or demolition of an existing pipeline. (b) For purposes of this section, "pipeline" means subsurface pipelines and subsurface or surface accessories or appurtenances to a pipeline, such as mains, traps, vents, cables, conduits, vaults, valves, flanges, manholes, and meters."*

**GOALS:**

Construct, Manage and Maintain All Facilities and Provide Services to Assure System Reliability and Environmental Compatibility

Prepared by: Mercedes Acevedo, Assistant Engineer

**ATTACHMENTS:**

Notice Inviting Sealed Proposals  
Jim Bridger Road and Long Valley Road Project Limits

## **NOTICE INVITING SEALED PROPOSALS (BIDS)**

### **Jim Bridger Road and Long Valley Road Pipeline Replacement Project**

*NOTICE IS HEREBY GIVEN that the Board of Directors of Las Virgenes Municipal Water District (LVMWD) invites and will receive sealed proposals (bids) up to the hour of **3:00PM** on **July 15<sup>th</sup>, 2020**, for furnishing the work described in the contract documents. Precautions are being taken by LVMWD in response to the novel coronavirus and COVID-19 outbreak in order to protect employees, customers, and our partners. LVMWD is currently closed to public access. Until further notice, LVMWD is suspending in-person meetings relating to bids (including public bid openings, the hand-delivery of bids by company employees, and in-person pre-bid meetings) to reduce the number of people coming into LVMWD facilities.*

*This policy is effective, Monday, April 6, 2020, and remains in force until further notice. All bids must be sent by mail. Bidders must allow enough time for bids to be delivered to LVMWD by the due date. All submittals will be time stamped as soon as they are received. Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the bidder. The time shall be determined by the time on the receptionist telephone console in our Headquarters lobby.*

*Pre-bid meetings and other meetings associated with the bidding process will be held via telephone conference and/or through web enabled video conference. Details for these meetings will be provided on bid announcements specific to each project. Any questions related to this announcement, including requests for special accommodations to attend the meetings, can be directed to LVMWD Assistant Engineer, Mercedes Acevedo, at [macevedo@lvmwd.com](mailto:macevedo@lvmwd.com) or (818) 251-2147.*

*A mandatory pre-bid meeting will be conducted at **9:00AM** on **June 17<sup>th</sup>, 2020** via teleconference. A pre-recorded video of the job site will be made available to all in attendance at the pre-bid meeting. Please request the meeting link from the District Project Manager, Mercedes Acevedo, well in advance of the meeting time. Attendance at the pre-bid conference is a condition precedent to submittal of the bid and the District will not consider a bid from any bidder not represented at the pre-bid conference.*

*A bid opening will also be available for public viewing through video teleconference at **9:00am** on **July 16<sup>th</sup>, 2020**. Requests for the meeting link can be made to the District Project Manager, Mercedes Acevedo, before the bid deadline. A recording of the bid opening will be posted on the District's website at the following link - [www.LVMWD.com/PublicWorksContracts](http://www.LVMWD.com/PublicWorksContracts).*

*Sets of contract documents may be downloaded for free by going to <http://www.LVMWD.com/Ebidboard> and following the links to this project.*

*In order to be placed on the plan holder's list, contractors shall register for free as a document holder for this project on Ebidboard by going to [www.LVMWD.com/Ebidboard](http://www.LVMWD.com/Ebidboard) and following the links to this project. Addendum notifications will be issued through*

*Ebidboard.com, but may also be provided by calling the District's Project Manager. Although Ebidboard will fax and/or email all notifications to registered plan holders after the District uploads the information, Bidders are responsible for obtaining all addenda and updated contract documents.*

*Each bid must be on the District bid form and shall be sealed and filed with the secretary of the District at or before the time stated in the Notice.*

*No Contractor or Subcontractor may be listed on a bid proposal for a public works project submitted on or after March 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. No Contractor or Subcontractor may be awarded a contract for public work on a public works project awarded on or after April 1, 2015 unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Effective January 1, 2016, no Contractor or Subcontractor may perform on a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the DIR.*

*All terms and conditions contained in the Specifications and Contract Documents shall become part of the contract. The Board of Directors of Las Virgenes Municipal Water District reserves the right to reject any and all bids and to waive any and all irregularities in any bid.*

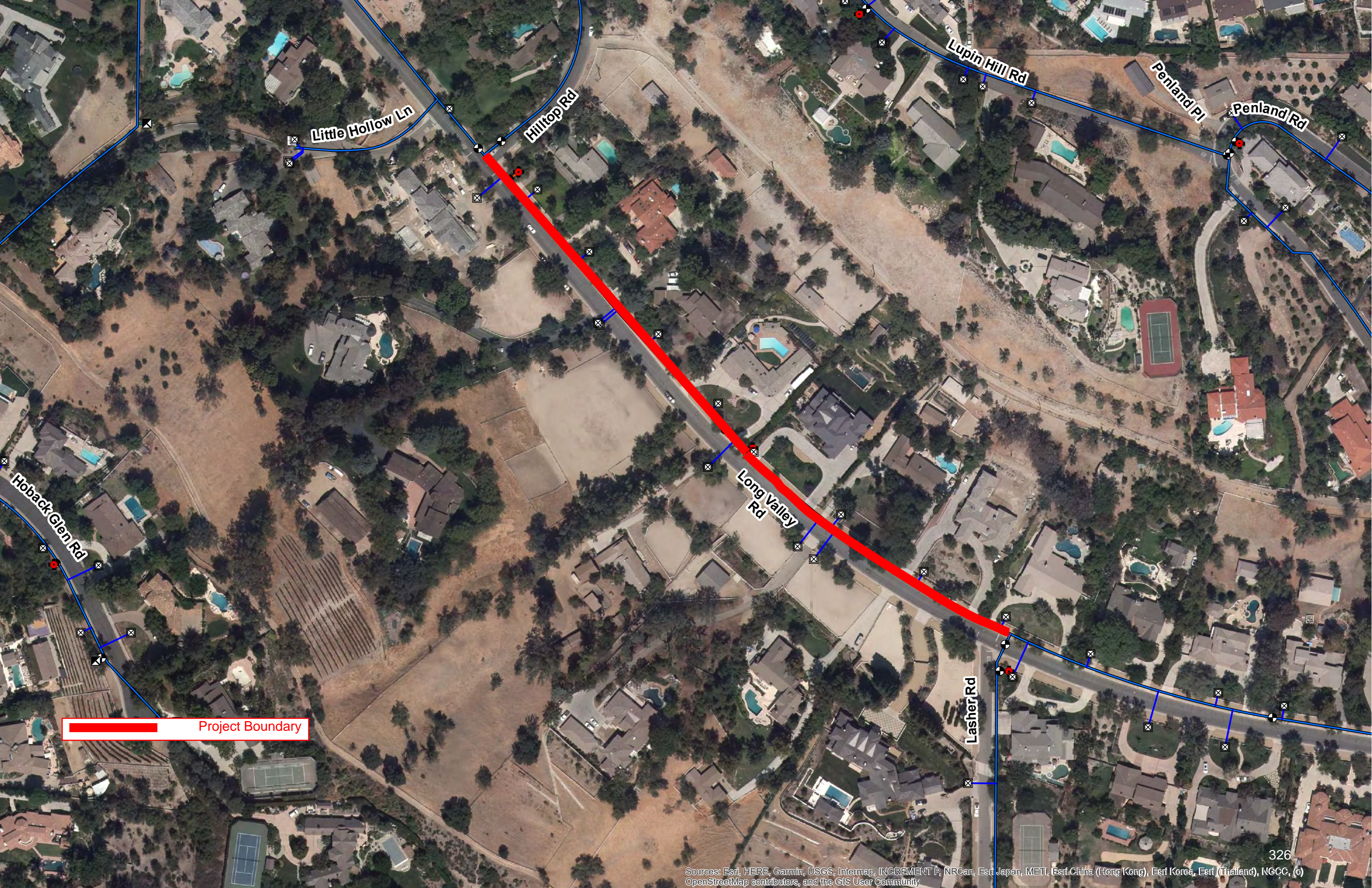
*No bidder may withdraw his bid after the said time for bid openings until 60-days thereafter or until the District has made a final award to the successful bidder or has rejected all bids, whichever event first occurs.*

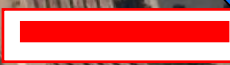
*The Board of Directors of the District reserves the right to select the schedule(s) under which the bids are to be compared and contract(s) awarded.*

**BY ORDER OF THE GOVERNING BODY OF  
LAS VIRGENES MUNICIPAL WATER DISTRICT**

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Jay Lewitt, President

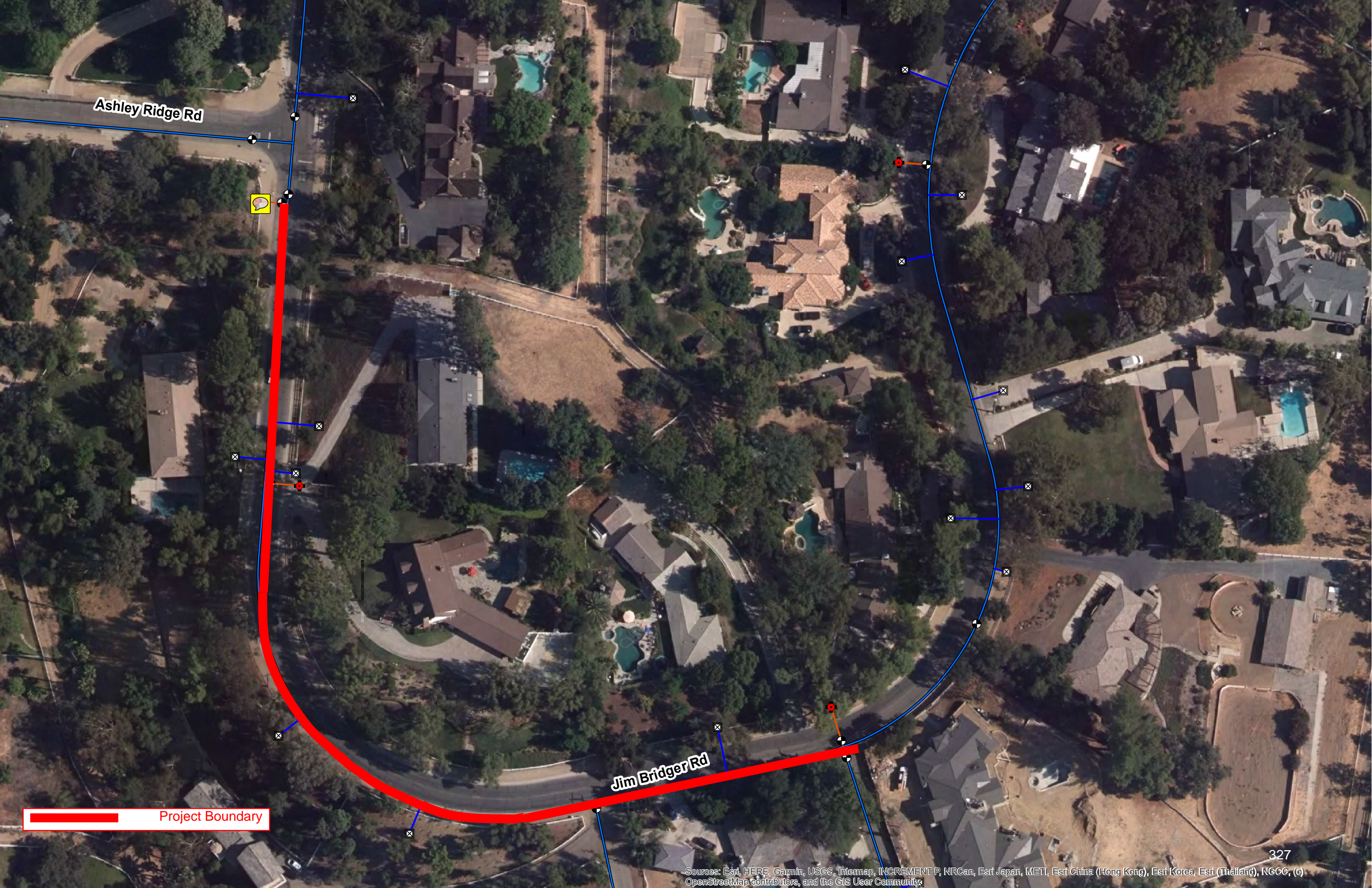


 Project Boundary

Ashley Ridge Rd

Jim Bridger Rd

Project Boundary





June 2, 2020 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

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**Subject : Claim by Rebas Inc., dba Toyota Material Handling Solutions**

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**SUMMARY:**

On May 1, 2020, the District received the attached claim from Rebas, Inc., dba Toyota Material Handling Solutions, in the amount of \$2,667.10, for the cost to repair damages to a company vehicle. The claimant alleged that a District employee drove a forklift into the company van. Based on an investigation of the claim, the General Manager opted to settle the claim, in the amount of \$2,667.10.

**FISCAL IMPACT:**

No

**ITEM BUDGETED:**

No

**FINANCIAL IMPACT:**

The cost to settle the claim was \$2,667.10. Sufficient funds are available in the adopted Fiscal Year 2019-20 Budget for this purpose.

**DISCUSSION:**

Staff investigated the claim and determined that a District employee did accidentally hit the side of a van owned by Rebas Inc., dba Toyota Material Handling Solutions, with a District-owned forklift. Based on the circumstances and submittal of a reasonable quote for repairs to the vehicle, the General Manager authorized settlement of the claim, in the amount of \$2,667.10.

**GOALS:**



Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson, Director of Finance and Administration

**ATTACHMENTS:**

Claim by Rebas, Inc.



Claim Against Las Virgenes Municipal Water District  
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board  
Las Virgenes Municipal Water District  
4232 Las Virgenes Road  
Calabasas, CA 91302

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Name of claimant/s: Rebas, Inc Db a Toyota Material Handling Solutions

Address/location of accident or occurrence:

4232 Las Virgenes Road Calabasas, CA 91302

Address to where replies/notices should be sent (if different from the above):

12907 Imperial Highway , Santa Fe Springs , CA 90670

Telephone numbers: Home: \_\_\_\_\_ Work/Cell: 562-941-4155

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)  
February 25, 20 at 9:30am
2. Where did the damage or injury occur?  
At Las Virgenes Municipal Water District site
3. How did the damage or injury occur? (Give full details)  
Water district employee driving forklift hit the side passenger side of service van.
4. What damage or injuries do you claim?  
Passanger side door

5. If this claim is for damage to property, are you the legal owner of said property?  
Yes  No  . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?  
Greg Cousins

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

??

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

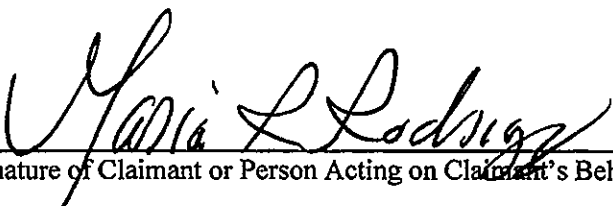
Amount claimed as of this date: \$ 2,667.10

Estimated amount of future expenses: \$ 0.00

Total Amount Claimed: \$ 2,667.10

Basis for computation of amounts claimed: 2,667.10

9. Other details? (Names, addresses of witnesses, doctors and hospitals)  
N/A

  
Signature of Claimant or Person Acting on Claimant's Behalf

05/01/2020  
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

**Notice:** Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: \_\_\_\_\_ Time: \_\_\_\_\_ Recorded by: \_\_\_\_\_

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.