



**PALMDALE WATER DISTRICT**  
A CENTURY OF SERVICE

June 17, 2020

**BOARD OF DIRECTORS**

**ROBERT E. ALVARADO**  
Division 1

**DON WILSON**  
Division 2

**GLORIA DIZMANG**  
Division 3

**KATHY MAC LAREN**  
Division 4

**VINCENT DINO**  
Division 5

**DENNIS D. LaMOREAUX**  
General Manager

**ALESHIRE & WYNDER LLP**  
Attorneys



**AGENDA FOR REGULAR MEETING  
OF THE BOARD OF DIRECTORS  
OF THE PALMDALE WATER DISTRICT**  
**to be held at the District's office at 2029 East Avenue Q, Palmdale**

**VIA TELECONFERENCE ONLY FOR THE PUBLIC**  
**DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 333-534-646#**  
**Submit Public Comments at: <https://www.gomeet.com/333-534-646>**

**MONDAY, JUNE 22, 2020**  
**6:00 p.m.**

**NOTES:** To comply with the Americans with Disabilities Act, to participate in any Board meeting please contact Dawn Deans at 661-947-4111 x1003 at least 48 hours prior to a Board meeting to inform us of your needs and to determine if accommodation is feasible.

Additionally, an interpreter will be made available to assist the public in making **comments** under Agenda Item No. 4 and any action items where public input is offered during the meeting if requested at least 48 hours before the meeting. Please call Dawn Deans at 661-947-4111 x1003 with your request. (PWD Rules and Regulations Section 4.03.1 (c) )

Adicionalmente, un intérprete estará disponible para ayudar al público a hacer **comentarios** bajo la sección No. 4 en la agenda y cualquier elemento de acción donde se ofrece comentarios al público durante la reunión, siempre y cuando se solicite con 48 horas de anticipación de la junta directiva. Por favor de llamar Dawn Deans al 661-947-4111 x1003 con su solicitud. (PWD reglas y reglamentos sección 4.03.1 (c) )

Agenda item materials, as well as materials related to agenda items submitted after distribution of the agenda packets, are available for public review at the District's office located at 2029 East Avenue Q, Palmdale (Government Code Section 54957.5). Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

**PUBLIC COMMENT GUIDELINES:** The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will not be permitted, and offenders will be requested to leave the meeting. (PWD Rules and Regulations, Appendix DD, Sec. IV.A.)

Each item on the agenda shall be deemed to include any appropriate motion, resolution, or ordinance to take action on any item.

- 1) Pledge of Allegiance/Moment of Silence.
- 2) Roll Call.
- 3) Adoption of Agenda.

- 4) Public comments for non-agenda items.
- 5) Presentations:
  - 5.1) None at this time.
- 6) Action Items - Consent Calendar (The public shall have an opportunity to comment on any action item on the Consent Calendar as the Consent Calendar is considered collectively by the Board of Directors prior to action being taken.)
  - 6.1) Approval of minutes of regular meeting held June 8, 2020.
  - 6.2) Payment of bills for June 22, 2020.
- 7) Action Items – Action Calendar (The public shall have an opportunity to comment on any action item as each item is considered by the Board of Directors prior to action being taken.)
  - 7.1) Consideration and possible action on six-month extension of existing Amendment and Extension to the Lease Agreement between the District, American Indian Little League, and the City of Palmdale for the lease of District-owned property at the southeast corner of Division Street and Avenue P-8. (No Budget Impact – General Manager LaMoreaux)
  - 7.2) Consideration and possible action on approval of contract with Kennedy Communications, Inc. to assist the District in applying for a grant to connect Alpine Springs Mobile Home Park to the Palmdale Water District water system. (\$50,000.00 not-to-exceed – Non-budgeted – Budget Item No. 1-02-5070-007 – Assistant General Manager Ly)
  - 7.3) Consideration and possible action on approving Resolution No. 20-8 being a Resolution of the Board of Directors of the Palmdale Water District Authorizing the District’s Application for Funding from the Bureau of Reclamation Watersmart: Drought Response Program: Drought Resiliency Projects for Federal Fiscal Year 2021 for the Palmdale Ditch Replacement Project. (\$750,000.00 Potential Revenue – Engineering/Grant Manager Rogers)
  - 7.4) Consideration and possible action on authorization of the following conferences, seminars, and training sessions for Board and staff attendance within budget amounts previously approved in the 2020 Budget:
    - a) None at this time.
- 8) Information Items:
  - 8.1) Reports of Directors:
    - a) Meetings; Standing Committee/Assignment Reports; General Report.
  - 8.2) Report of General Manager.
    - a) June 2020 written report of activities through May 2020.

- b) Effects of COVID-19 event. (Finance Manager Williams)
- 8.3) Report of General Counsel.
- 9) Board members' requests for future agenda items.
- 10) Adjournment.

A handwritten signature in dark ink, reading "Dennis D. LaMoreaux". The signature is fluid and cursive, with the first name "Dennis" and last name "LaMoreaux" clearly legible. The middle initial "D." is also present.

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DENNIS D. LaMOREAUX,  
General Manager

DDL/dd

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** June 16, 2020 **June 22, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON SIX-MONTH EXTENSION OF EXISTING AMENDMENT AND EXTENSION TO THE LEASE AGREEMENT BETWEEN THE DISTRICT, AMERICAN INDIAN LITTLE LEAGUE, AND THE CITY OF PALMDALE FOR THE LEASE OF DISTRICT-OWNED PROPERTY AT THE SOUTHEAST CORNER OF DIVISION STREET AND AVENUE P-8. (NO BUDGET IMPACT – GENERAL MANAGER LAMOREAUX)***

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**Recommendation:**

Staff recommends that the Board authorize General Counsel Dunn to draft a six-month extension of the existing Amendment and Extension to the Lease Agreement Between the District, American Indian Little League, and the City of Palmdale for the Lease of District-Owned Property at the Southeast Corner of Division Street and Avenue P-8.

**Alternative Options:**

The Board can choose to not offer this extension.

**Impact of Taking No Action:**

The existing Lease Agreement will expire.

**Background:**

The District has leased its property at the southeast corner of Division Street and Avenue P-8 to the American Indian Little League (League) since 1979. The League's annual payment for lease of the property is \$1.00, and the League is responsible for all maintenance, repairs, and operations of the site with the District named as an additional insured by the League.

In 2000, the District entered into a three-party Lease Agreement between the District, the City of Palmdale (City), and the League for the League's continued lease of the property. The City was added to the Lease Agreement to assist the League with needed improvements and maintenance for the baseball facilities on site and to help expand the programs of the League and the City. The three-party Lease Agreement was renewed in 2010 and has a current expiration date of July 31, 2020. A six-month extension of this Agreement will allow the District, the City, and the League to review any proposed revisions to the Agreement.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District's Mission Statement.

**Budget:**

This item will not affect the budget.

**Supporting Documents:**

- Amendment and Extension to Lease dated January 6, 2010

AMENDMENT AND EXTENSION  
TO LEASECITY OF PALMDALE  
CITY CLERK ORIGINAL

This Amendment and Extension to Lease is made and entered, and shall be effective this 6<sup>th</sup> day of January, 2009 (the "Effective Date") by and between the PALMDALE WATER DISTRICT ("District"), the AMERICAN INDIAN LITTLE LEAGUE OF PALMDALE, CALIFORNIA ("Little League"), and the CITY OF PALMDALE ("City"), and is made with reference to the following facts:

RECITALS

- A. The District, Little League, and the City entered into a lease on August 2, 2000 for Little League and City's use of certain real property owned by the District, a copy of which is attached hereto and incorporated by reference (the "Lease").
- B. The Lease is in effect until July 31, 2010.
- C. The parties desire to extend the lease for a term of one hundred and twenty (120) months from the date the current lease term expires.
- D. In addition to extending the term, the parties desire to amend certain provisions of the Lease as set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3.3 of the Lease titled "Insurance" is amended by deleting the minimum amount of insurance coverage for public liability of \$1,000,000, and substituting the amount of \$2,000,000.
2. Within thirty (30) days of the Effective Date, Little League and City shall furnish the District with a certificate from an insurance company evidencing the necessary insurance coverage required under Section 3.3 of the Lease, as amended herein.
3. The first paragraph of Section 3.6 titled "Repairs, Alterations and Improvements" is deleted and replaced with the following language:

"Little League and the City understand the need to continue to maintain and improve the Premises. It is agreed that Little League and the City will continue to make repairs and/or improvements to the Premises as mutually agreed upon by the District, Little League, and the City.

Little League shall maintain existing improvements to the Premises in good condition and shall maintain and repair any improvements made by Little League. Little League and the City shall agree in writing to the maintenance and repair of improvements made by the City prior to construction of any such improvements. Little League and the City shall provide written notice to the District prior to commencing and after completing any such repairs and/or improvements to the Premises. No major modifications of existing improvements or construction of new improvements by Little League or the City are permitted without first submitting plans and specifications to the District and obtaining the District's written approval and approvals of any other governmental agency as may be required."

4. The following shall be added as a new subsection to Section 3.6 of the Lease titled "Repairs, Alterations and Improvements":

**"3.6.1     Signs.**

Signs of any shape or size shall be considered an improvement to the Premises requiring the submission of plans and specifications by Little League and/or City to the District for District review, as set forth in Section 3.6. Any such sign shall only be constructed upon the District's written approval.

The parties acknowledge that the District grants this lease and the use of the Premises as a measure of community goodwill. As further consideration for such use, the District may require that any sign approved for use on the Premises include words to display to the public that the District is providing the use of the Premises to the community. By way of example, the District may insist that any such sign include the words, "Park Provided by the Palmdale Water District," or, "Palmdale Water District Community Field." The District shall exercise discretion and tact in requiring the inclusion of such recognition and such words shall not be the predominant words legible on any sign. The costs of preparation and installation of any sign approved by the District shall be borne entirely by Little League and/or the City."

5. Section 3.7 titled "Use" is amended by deleting the second sentence of the first paragraph, and substituting the following sentence in its place:

"The Premises are leased to City for baseball, softball, soccer and other such activities as are normal for public use."

6. The following third paragraph of Section 3.7 titled "Use" is deleted in its entirety:

"Little League and the City understand the need to continue to maintain and improve the site. A number of deficiencies still exist and it is of benefit to both the Little League and the City that health and safety issues be addressed.

Therefore, it is agreed that the Little League and the City will continue to make repairs and or improvements. The City agrees to consider assisting the Little League with repairs and or improvements that are mutually agreed to by the Little League and their Board of Directors, the City and Palmdale City Council."

7. Section 3.8 titled "Maintenance, Care and Clean-up of Premises" is deleted in its entirety and replaced with the following:

"Little League shall be responsible for care and clean up of the Premises, including any and all improvements thereto, during the Little League Season and in conjunction with its particular uses, events or functions during the City's Off-Season. Little League shall be responsible for preparation of ball field dirt areas for its uses.

The City shall be responsible for care and clean up of the Premises, including any and all improvements thereto, during City's Season use and in conjunction with its particular uses, events or functions during Little League's Season. City shall be responsible for preparation of ball field dirt area for its uses."

8. A new section 5 shall be added, titled "Notices", and shall read as follows:

"Any notices required to be given under this Lease shall be sent via first class mail or personal delivery to the parties at the following addresses:

District:

Palmdale Water District  
Attn: General Manager  
2029 East Avenue Q  
Palmdale, CA 93550

Little League:

American Indian Little League  
Attn: President  
124 Technology Drive  
Palmdale, CA 93550

City:

City of Palmdale, California  
Attn: City Manager  
38300 Sierra Highway  
Palmdale, CA 93550"



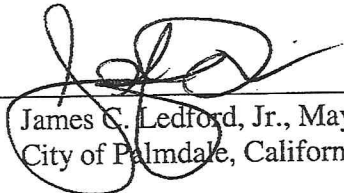
9. The parties hereby agree to extend the term of the Lease for another one hundred and twenty months (120) commencing on August 1, 2010 and terminating July 31, 2020, unless sooner terminated as provided under the Lease.

10. The remaining provisions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment and Extension to Lease and have caused it to be made a part of the Lease as of the Effective Date set forth above.

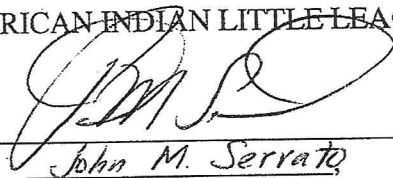
CITY OF PALMDALE

DATED: 6/14/10

By:   
James C. Ledford, Jr., Mayor  
City of Palmdale, California

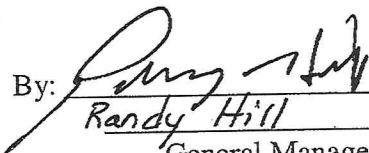
AMERICAN INDIAN LITTLE LEAGUE

DATED: 6/01/09

By:   
John M. Serrato  
President

PALMDALE WATER DISTRICT

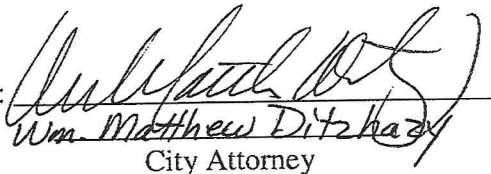
DATED: \_\_\_\_\_

By:   
Randy Hill  
General Manager

APPROVED AS TO FORM:

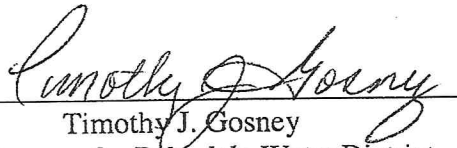
CITY OF PALMDALE

DATED: 16-17-2009

By:   
Wm. Matthew Ditzhazy  
City Attorney

LAGERLOF, SENECA, GOSNEY &  
KRUSE, LLP

DATED: \_\_\_\_\_

By:   
Timothy J. Gosney  
Attorneys for Palmdale Water District

G:\PALMDALE\American Indian Little League\Amendment and Extension 12-08.doc

It was moved by Director Wells, seconded by Director Figueroa, and unanimously carried to approve those items included in the Consent Calendar.

**B) Action Calendar:**

**1) Consideration and Possible Action on Declaring District-Owned Property (APN 3022-001-901 and APN 3022-001-902) as Surplus Property and Offer Same for Sale. (Engineering Manager Knudson/Facilities Committee)** (15)

Engineering Manager Knudson briefly reviewed the location and request received to purchase APN 3022-001-901 and APN 3022-001-902 for the construction of a vehicle dismantling and impound facility, the District's process for disposing of surplus property, and the Facilities Committee and staff's recommendation to declare the property as surplus and offer same for sale, and after a brief discussion of ensuring the ground water is protected with this type of facility and the City of Palmdale approves of a dismantling yard, it was moved by Director Wells, seconded by Director Godin, and unanimously carried to declare District-owned property (APN 3022-001-901 and APN 3022-001-902) as surplus property and offer same for sale.

**2) Consideration and Possible Action on Amendment and Extension of Lease to Lease of District-Owned Property Between District, American Indian Little League, and the City of Palmdale. (Administrative Services Manager Williams/Facilities Committee)** (16)

Administrative Services Manager Williams briefly reviewed the amendment and request to extend the lease for the American Indian Little League facility through July 31, 2020 and the Facilities Committee and staff's recommendation to approve the Amendment and Extension of the Lease, and after a brief discussion of potential sponsorship signs at the facility and use of the facility by the City of Palmdale, it was moved by Director Figueroa, seconded by Director Godin, and unanimously carried to approve the Amendment and Extension of Lease to the Lease of District-Owned Property Between the District, the American Indian Little League, and the City of Palmdale.

**3) Consideration and Possible Action on Agreement on the Implementation of the Integrated Regional Water Management Plan. (Assistant General Manager Paxton)** (17)

Assistant General Manager Paxton briefly reviewed the twelve-party Agreement for implementing the Integrated Regional Water Management Plan and staff's

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** June 16, 2020 **June 22, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Adam C. Ly, Assistant General Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF CONTRACT WITH KENNEDY COMMUNICATIONS, INC. TO ASSIST THE DISTRICT IN APPLYING FOR A GRANT TO CONNECT ALPINE SPRINGS MOBILE HOME PARK TO THE PALMDALE WATER DISTRICT WATER SYSTEM. (\$50,000.00 NOT-TO-EXCEED – NON-BUDGETED – ASSISTANT GENERAL MANAGER LY)***

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**Recommendation:**

Staff recommends that the Board:

Approve the contract with Kennedy Communications, Inc. to assist the District in applying for a grant to connect Alpine Springs Mobile Home Park to the PWD water system in the amount not-to-exceed \$50,000.00.

**Alternative Options:**

The Board cannot approve the contract and instruct staff to complete the work.

**Impact of Taking No Action:**

This type of funding is competitive and requires an experienced firm with good track records to successfully navigate the process. Staff do not have the experience and completing the work internally will negatively impact other critical work areas.

**Background:**

SB 200 establishes the Safe and Affordable Drinking Water Fund to help water systems provide adequate and affordable drinking water. One focus is on helping Disadvantaged Communities (DAC) obtain safe drinking water to meet California Human Right to Water mandate. Alpine Springs Mobile Home Park is located on the Southwest section of Barrel Springs Road and Sierra Highway. According to a UCLA white paper, the system does not comply with the state's water quality standard. The facility had approached the District in the past to connect their system onto ours. At that time, the facility could not absorb the connection cost. SB 200 provides an opportunity to get a state grant to help with this connection. The incentive for the District is expansion of its system, reinforcement of system resilience and providing regional leadership.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

June 16, 2020

Kennedy Communications has worked on similar projects and can help the District navigate this path to access this funding. Maria Kennedy has worked with the author of the UCLA study and cooperated with the State Water Resources Control Board (SWRCB) on consolidating small systems similar to Alpine Springs Mobile Home Park. She will be putting together a grant package and coordinate with SWRCB to acquire funding from the Safe and Affordable Drinking Water Fund to build the necessary assets to support the connection of Alpine Springs Mobile Home Park to the PWD water system.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 3 – System Efficiency, Strategic Initiative No. 4 – Financial Health, and Stability and Strategic Initiative No. 5 – Regional Leadership.

This item directly relates to the District's Mission Statement.

**Budget:**

Funds will come out of Budget Item No 1-02-5070-007. All expenses and costs will be tracked under Work Order No. 20-412.

**Supporting Documents:**

1. Executive Summary of Community Water Systems in Los Angeles County
2. Proposal and Scope of Work from Kennedy Communications, Inc.
3. Arial Map
4. Conceptual Design
5. Draft Agreement

# Executive Summary

Community water systems (CWS) are the fundamental building blocks of California's water supply network. While they perform essential roles in providing drinking water supplies and adapting to drought and climate change, they also face challenges from under-investment, aging infrastructure, and increasingly stringent regulatory standards. The Luskin Center for Innovation previously conducted the first county-wide analysis of CWS in Los Angeles in 2015 (Pierce et al. 2015). The 2020 policy guide builds on the first atlas to update and enhance our understanding of the current performance of CWS in the county and inform necessary policy interventions.

Since the passage of AB 685 in 2012, which established the Human Right to Water (HRW) for all Californians, multiple state and regional efforts have focused on ensuring safe, clean, affordable, and accessible water. The Los Angeles County Sustainability Office in particular has included HRW goals in its most recent sustainability plan, which was approved by the Board of Supervisors, signaling a commitment by the county to improving water system performance in the future.

To inform our 2020 policy guide update, we collected and reviewed data from a variety of sources on the 200+ Los Angeles County CWS for three main dimensions of the HRW: quality, affordability, and accessibility. We also collected and analyzed metrics related to water system performance: Technical Managerial Financial (TMF) factors, system governance, and socioeconomic characteristics of system populations. First, county-wide trends were reported as in our first atlas along the three dimensions. Next, performance review criteria were developed to account for systems' ability to deliver HRW outcomes along the three dimensions with the addition of certain TMF factors. The criteria are guided by previous assessments, literature, and available data and thus cannot conclusively determine that a system is doing well in all aspects. However, the performance review criteria can help identify systems that need future infrastructure investments or support to ensure the HRW for all in the County.

## Key findings

### Governance Trends

- There appear to be 10% fewer active CWS in the county than when last counted in 2014 which suggests consolidation of systems has occurred. This reflects progress in reducing the challenge of water system sprawl that results in many small, low capacity systems at higher risk of underperformance.
- Mutual water companies remain the most common system type (23%) followed by city-run (22%) and investor-owned utilities (18%).
- About 60% of CWS customers are served by city-run systems (LADWP serves 36% of the county alone) and mutual water companies only serve 8% of the population.

### Quality Trends

- Compared to other Southern California counties, the number of health-related, primary (Maximum Contaminant Level) violations in LA is quite low, particularly on a per capita basis.
- The percent of county systems in violation of the Safe Drinking Water Act has rarely exceeded 10% over the past 25 years (never exceeding 20%), but the number of monitoring and reporting violations has notably jumped in the past decade.
- Arsenic is the most common primary health violation in the last 5 years (93 violations), followed distantly by Total Coliform Rule (26 violations). No other violation type has more than 3 occurrences.

### Affordability Trends

- The average necessary household expenditure for 12 CCF of water per month in Los Angeles County saw a percent change increase of about 25% between 2015 and 2019, well above the increase in median household income (11%) and inflation in the county over the same period.
- There remains great disparity in how much residents pay for water across systems; monthly rates for 12 CCF<sup>1</sup> of water range from \$26 to \$134 per month.

<sup>1</sup> This level of consumption is equivalent to the amount of water that provides an average family of four with sufficient indoor consumption to achieve the HRW and a modest amount of outdoor irrigation (SWRCB 2019a).

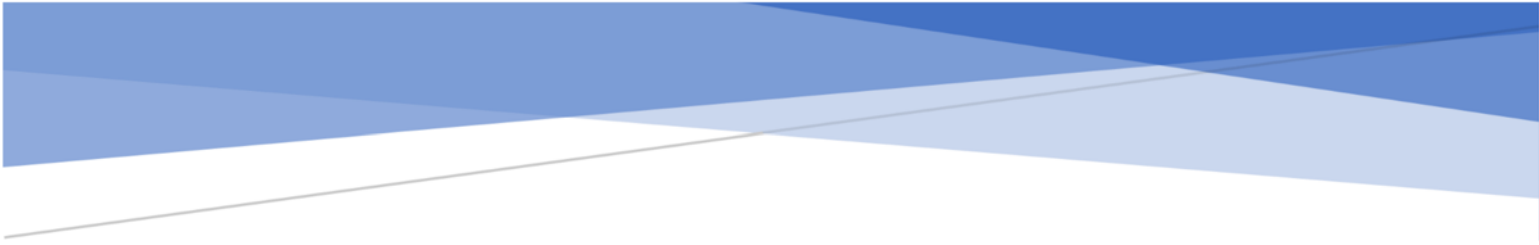
## *Accessibility Trends*

- Few systems report producing less than the required Human Right to Water level (55 Gallons per Capita per Day) for their customer populations but systems in Santa Clarita and Antelope Valleys were especially likely to report declining groundwater levels and related low production levels.

## *System Performance*

- Most Los Angeles County CWS provide sufficient, safe and relatively affordable water to their customers. Of 200 systems assessed, 98 systems (49%) were scored as ‘no apparent cause for performance concern’.
- A small number of severe concern and failing/acute concern systems (19 total, or 10%) demonstrated a high number of quality violations and several risk factors. These are the highest priority for further evaluation.
- Small systems, particularly mobile home parks, RV parks, and mutual water systems, are most at risk for low Technical Managerial Financial (TMF) capacity and poor outcomes along the quality, affordability, and accessibility dimensions of the HRW.

Despite a majority of systems performing well across all three HRW outcomes, the number of systems with poor water quality, high water bills, and vulnerable supplies suggests the importance of continued interventions and investment to improve HRW outcomes for CWS across Los Angeles County. Moreover, there is a need for continued monitoring of performance as this report presents a framework and a snapshot in time of results, but the challenges water systems face are dynamic.



# PROPOSAL TO PALMDALE WATER DISTRICT FOR GRANT WRITING SERVICES

Robert G. Kennedy



## **Introduction**

Kennedy Communications, Inc. is a grant writing firm which specializes in disadvantaged communities. The firm works throughout California on behalf of large and small systems but always with the emphasis on disadvantaged communities. Starting with Proposition 84, the 2008 General Obligation bond measure, Kennedy Communications, Inc. worked with the Santa Ana Watershed Project Authority (SAWPA) to ensure that disadvantaged communities received funding to improve water supply and water quality. In Proposition 1, the 2014 General Obligation bond measure, Kennedy Communications, Inc. again advocated to ensure that disadvantaged communities received even greater funding for disadvantaged communities. Kennedy Communications, Inc., along with other advocates, was successful in increasing the set asides for disadvantaged communities. The firm's principal, Maria Elena Kennedy, has a very successful track record of obtaining funding to improve infrastructure. An example of Kennedy Communications' most prominent successes is when the Water Replenishment District of Southern California (WRD) was given a \$1M line item budget allocation to address brown water issues in the city of Maywood. Kennedy was able to leverage those funds into \$2.7M which enabled WRD to build wellhead treatment in Maywood Mutual Water Company No. 2. Because of the success of this project, Speaker Anthony Rendon regularly calls upon WRD and Kennedy Communications, Inc. to address infrastructure issues in the District. Kennedy Communications, Inc. has gone on to create a program at WRD, the Safe Drinking Water for DACs, which helps small systems obtain funding to improve their infrastructure. Kennedy has helped many other agencies including the Port of Los Angeles and the Bureau of Reclamation to identify and build projects using grant funding.

## **Palmdale Water District**

As a State Water Contractor, Palmdale Water District supplies water to various water systems including various small systems: Alpine Springs Mobile Home Park, West Side Park Mutual Water Company, El Dorado Mutual Water Company and Little Rock Creek Irrigation District. These small systems rely on groundwater for their water supply. There is no intertie with the Palmdale Water Company, and this creates a reliability problem for the mutual in the event that groundwater levels drop. The changing regulatory environment also provides additional challenges to small systems. The new notifications and testing requirements around chemicals like PFOA and PFOS provide challenges to all systems with a further burden on small systems. Fortunately, the State Water Resources Control Board (SWRCB) provides funding for small systems to improve their water reliability and water quality. Kennedy Communications, Inc. has been very successful in obtaining funding for small systems throughout the state of California.

Because the SWRCB has consolidation incentives for larger systems to acquire smaller systems, Kennedy Communications, Inc will apply for funding to consolidate the small systems with an eye on what Palmdale Water District will receive in return. Our strong relationship with the SWRCB puts us in a unique position to guide this consolidation project to benefit everyone; Palmdale Water District, SWRCB and the residents.

## **Scope of Work for Palmdale Water District for Grant Writing Services**

Kennedy Communications, Inc. agrees to:

### **Scope of Work**

1. Apply for Safe Drinking Water planning funding from the State Water Resources Control Board. This includes working with the company's engineers and consultants to obtain and include all necessary documents to accompany the planning application(s). This includes:
  - a. Drafting and submitting a planning grant application on behalf of the small system.
  - b. Helping to coordinate planning level studies which will support the application as deemed by the SWRCB.
  - c. Work with SWRCB staff to decide how to approach the planning project which may necessitate that the project is built in phases.
  - d. The initial application is a planning grant application. This application will cover planning costs such as: Alternatives Analysis with Cost Breakdown, Notice of Exemption (CEQA), Preliminary Design Report and other studies as required by the SWRCB.
  - e. Assist Palmdale Water District to obtain reimbursement for eligible costs, both hard and soft, in the preparation and execution of the planning grant.
2. Be the liaison between the State Water Resources Control Board and the Palmdale Water District
3. Assist with Community Outreach as necessary.
4. Any other duties that staff may deem necessary.

### **Budget Breakdown:**

Kennedy Communications, Inc. billing rate is \$200/hour. It is anticipated that the planning application project and agency communications will require 250 hours which is \$50,000 for a Not to Exceed Cost.

ALPINE SPRINGS MH PARK

PROPOSED 2950' SYSTEM ZONE  
TANK SITE, APPROX. 2500' S/O  
ALPINE SPRINGS MOBILE HOME PARK

Parcel 3053022006

PWD Division No: Division 2

PWD Service Area YES

[Zoom to](#)

Show search results for 30530...

3053022006

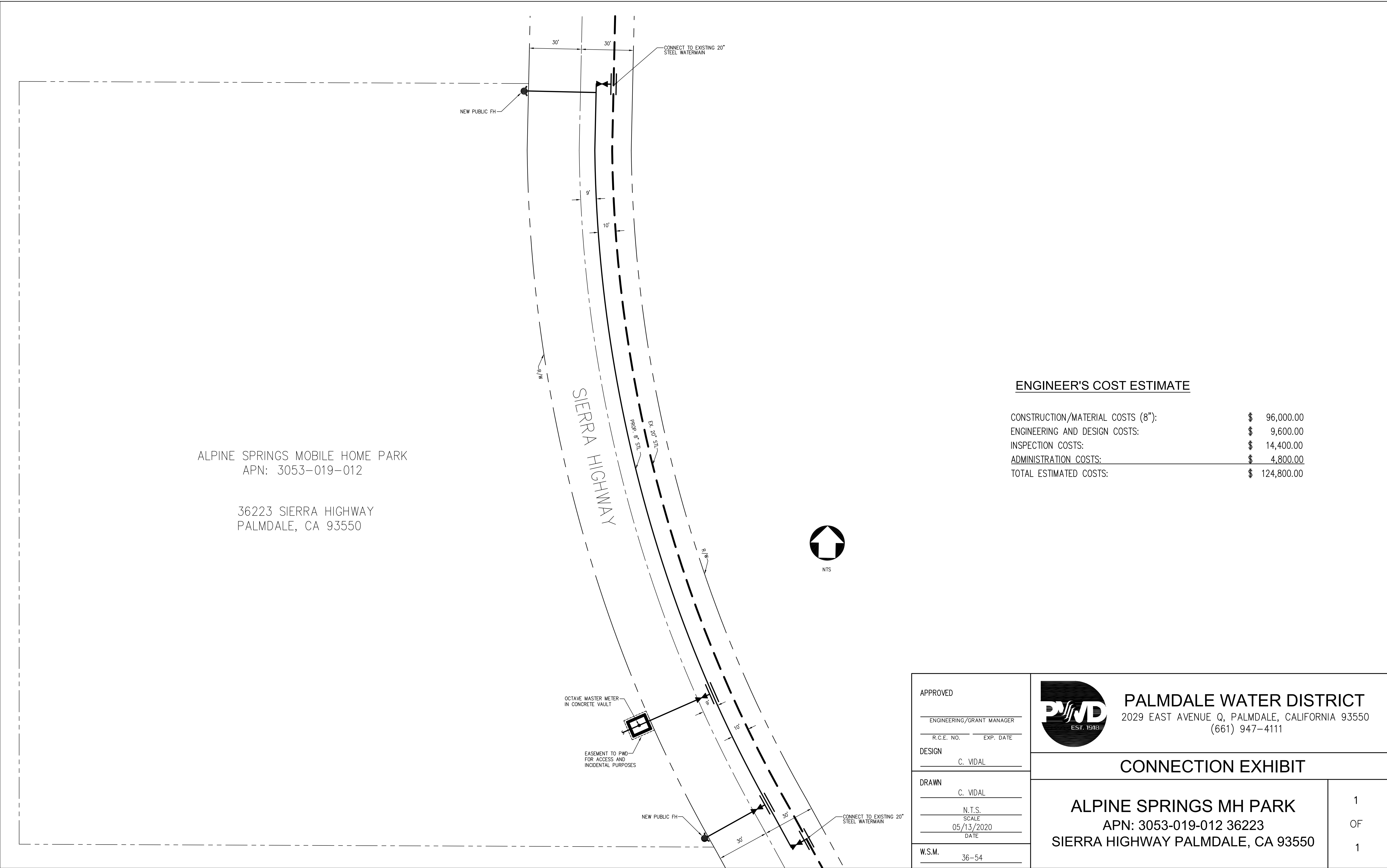


300ft



NIS






ALPINE SPRINGS MOBILE HOME PARK  
APN: 3053-019-012

36223 SIERRA HIGHWAY  
PALMDALE, CA 93550

ENGINEER'S COST ESTIMATE

CONSTRUCTION/MATERIAL COSTS (8"):	\$ 96,000.00
ENGINEERING AND DESIGN COSTS:	\$ 9,600.00
INSPECTION COSTS:	\$ 14,400.00
ADMINISTRATION COSTS:	\$ 4,800.00
TOTAL ESTIMATED COSTS:	\$ 124,800.00

<div>APPROVED</div> <div>ENGINEERING/GRAFT MANAGER</div> <div>R.C.E. NO.      EXP. DATE</div> <div>DESIGN</div> <div>C. VIDAL</div> <div>DRAWN</div> <div>C. VIDAL</div> <div>N.T.S.</div> <div>SCALE</div> <div>05/13/2020</div> <div>DATE</div> <div>W.S.M.</div> <div>36-54</div>	<div><div></div><div><b>PALMDALE WATER DISTRICT</b> 2029 EAST AVENUE Q, PALMDALE, CALIFORNIA 93550 (661) 947-4111</div></div>	
	<div>CONNECTION EXHIBIT</div> <div>ALPINE SPRINGS MH PARK APN: 3053-019-012 36223 SIERRA HIGHWAY PALMDALE, CA 93550</div>	
		1 OF 1

**PALMDALE WATER DISTRICT  
CONTRACT SERVICES AGREEMENT FOR  
GRANT WRITING SERVICES**

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered into this [REDACTED] day of June, 2020, by and between the PALMDALE WATER DISTRICT, a California public agency organized and existing under the provisions of the California Water Code ("District") and KENNEDY COMMUNICATIONS INC., a California corporation (herein "Consultant"). District and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

**1. SERVICES OF CONSULTANT**

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency of competent jurisdiction.

1.3 California Labor Law. If the Scope of Services includes any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

1.4 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.5 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

**2. COMPENSATION**

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of **Fifty Thousand Dollars (\$50,000.00)** ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to the District an original invoice for all work performed and expenses incurred during the preceding month in a form approved by the District's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall contain all information specified in Exhibit "C", and shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice the District for any duplicate services performed by more than one person.

District shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by the District, District will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to the District's warrant run procedures, the District cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by the District, the original invoice shall be returned by District to Consultant for correction and resubmission. Review and payment by the District of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Board of Directors. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### **3. PERFORMANCE SCHEDULE**

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be



extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The District may, in its sole discretion, extend the Term for three (3) additional one-year terms.

#### 4. COORDINATION OF WORK

4.1 Representative of Consultant. **Maria Kennedy** is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors and shall keep the District informed of any changes.

4.2 Contract Officer. **Adam Ly, Assistant General Manager**, or such person as may be designated by the General Manager is hereby designated as being the representative the District authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the District. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of District. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of the District with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the District, or that it is a member of a joint enterprise with the District.

## 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Without limiting Consultant's indemnification of District, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to District.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

### 5.2 General Insurance Requirements.

(a) Proof of insurance. Consultant shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the District's General Manager prior to commencement of performance. Current certification of insurance shall be kept on file with District at all times during the term of this Agreement. District reserves the right to require complete, certified copies of all required insurance policies, at any time.



(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by District shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance 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 before the District's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) District's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the District has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the District will be promptly reimbursed by Consultant or District will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the District may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the General Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against District, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the District, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the District to inform Consultant of non-compliance with any requirement imposes no additional obligations on the District nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the District requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the District with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that District and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the District and approved of in writing.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to the District for review.

(n) Agency's right to revise specifications. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by the District. District reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the District.

(p) Timely notice of claims. Consultant shall give the District prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the District, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of District's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to District and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of the District, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

### **6.3 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the District without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the General Counsel, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the District notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the District shall have the right to reimbursement and indemnity from



Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the District should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the District and to provide the District with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the District and shall be delivered to the District upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the District of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the District.

## **7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the District may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the District may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to District, except that where termination is due to the fault of the District, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, District may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the District as previously stated.

## 8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest,

in the event of any default or breach by the District or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the General Manager and to the attention of the Contract Officer (with her/his name and District title), Palmdale Water District, 2029 E. Ave Q, Palmdale, CA 93550 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.



This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of the District has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of District participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any District official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any District official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials MEK

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON THE FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

**DISTRICT:**

PALMDALE WATER DISTRICT, a  
California public agency

**ATTEST:**

\_\_\_\_\_  
Dennis LaMoreaux, General Manager

\_\_\_\_\_  
Dawn Deans, Executive Assistant

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Eric Dunn, General Counsel

**CONSULTANT:**

KENNEDY COMMUNICATIONS, INC., a  
California corporation

By: Maria Elena Kennedy  
Name: Maria Kennedy  
Title: President

By: Robert G. Kennedy  
Name: Robert G. Kennedy  
Title: Secretary

Address: 9042 Camellia Court  
Rancho Cucamonga, CA  
91737

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

San Bernardino  
COUNTY OF ~~LOS ANGELES~~

On June 10, 2020 before me, Christine Corona, Notary Public, personally appeared Maria Kennedy, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_



## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

### CAPACITY CLAIMED BY SIGNER



INDIVIDUAL  
CORPORATE OFFICER

\_\_\_\_\_  
TITLE(S)



PARTNER(S) ☐ LIMITED  
☐ GENERAL



ATTORNEY-IN-FACT



TRUSTEE(S)



GUARDIAN/CONSERVATOR



OTHER \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 10, 2020 before me, Christine Corona, Notary Public, personally appeared Robert C. Kennedy who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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\_\_\_\_\_

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

- I. Consultant will perform grant writing services ("Services"), including but not limited to the following:**
  - A. Consultant shall apply for Safe Drinking Water Planning Funding from the State Water Resources Control Board ("SWRCB") on behalf of the District, which shall include the following:
    - i. Work with the District's engineers and consultants to obtain all necessary documents and information to be included and to accompany the application(s);
    - ii. Draft and submit grant application(s) on behalf of the District;
    - iii. Coordinate planning level studies, which will support the application(s) as deemed necessary by the SWRCB;
    - iv. Work with SWRCB staff to decide how to approach the planning of the project, which may require that the project be built in phases;
    - v. Application(s) shall contain planning costs such as, alternatives analysis with cost breakdown, notice of exemption pursuant to CEQA, preliminary design report and other studies, as required by the SWRCB;
    - vi. Assist District with any and all applications to obtain reimbursement for any and all eligible costs, including both hard and soft, in the preparation and execution of the planning grant(s).
  - B. Consultant shall act as the liaison between the SWRCB and the District.
  - C. Consultant shall assist with community outreach, as deemed necessary by Contract Officer.
  - D. Consultant shall perform other duties, as deemed necessary by Contract Officer.
- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:**
  - A. Grant application(s)

**III. All work product is subject to review and acceptance by the District, and must be revised by the Consultant without additional charge to the District until found satisfactory and accepted by District.**

**IV. Consultant will utilize the following personnel to accomplish the Services:**

A. Maria Kennedy

## EXHIBIT "B"

### **SPECIAL REQUIREMENTS** (Superseding Contract Boilerplate)

- I. Section 5.1, subsection (d) "Workers' compensation insurance," is hereby amended and shall now read as follows (new text is identified in ***bold italics***):

"(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). ***If Consultant has no employees at the time this Agreement is executed, Consultant shall provide a written statement to District under penalty of perjury confirming that it has no employees, in lieu of the requirement to provide evidence of Worker's Compensation Insurance; however, this exemption shall immediately terminate if the Consultant does hire any employee during the term of this Agreement.***"



**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the Services at the following rates:**

<b>TASK</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
Services as outlined in Exhibit A, Section I	\$200.00 per hour	250 hours	\$50,000.00

**II. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**III. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**EXHIBIT "D"**

**SCHEDULE OF PERFORMANCE**

- I. Consultant shall perform all Services timely in accordance with the schedule and deadlines to be established by the Contract Officer, in accordance with the grant application deadlines to be provided by the Consultant.**
- II. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for one (1) year from the date thereof. The District may, in its sole discretion, extend the Term for three (3) additional one-year terms.**
- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** June 16, 2020 **June 22, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Scott Rogers, Engineering/Grant Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON APPROVING RESOLUTION NO. 20-8 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT’S APPLICATION FOR FUNDING FROM THE BUREAU OF RECLAMATION WATERSMART: DROUGHT RESPONSE PROGRAM: DROUGHT RESILIENCY PROJECTS FOR FEDERAL FISCAL YEAR 2021 FOR THE PALMDALE DITCH REPLACEMENT PROJECT. (\$750,000.00 POTENTIAL REVENUE – ENGINEERING/GRA NT MANAGER ROGERS)***

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**Recommendation:**

Staff recommends the Board:

1. Approve a Resolution for submitting a grant application to the U.S. Bureau of Reclamation’s WaterSMART Drought Response Program: Drought Resiliency Projects for Federal Fiscal Year 2021 Funding Announcement Number BOR-DO-20-F002;
2. Approve the grant application requesting \$750,000.00 in grant funds to complete Phase 1 of the Palmdale Ditch Replacement; and
3. Authorize the General Manager to sign and transmit the grant application to the U.S. Bureau of Reclamation in Denver, Colorado.

**Alternative Options:**

The Board can choose not to apply for the grant funding.

**Impact of Taking No Action:**

There will be no potential to receive this grant funding.



BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager

June 16, 2020

**Background:**

The WaterSMART (Sustain and Manage America's Resources for Tomorrow) Program provides a framework for federal leadership and assistance to stretch and secure water supplies for future generations in support of the Department's priorities. Through the Drought Response Program, the Bureau of Reclamation (BOR) funds projects through the Drought Resiliency Projects that builds long-term resilience to drought and reduces the need for emergency response actions.

Phase 1 of the Palmdale Ditch replacement is the replacement of approximately two miles of the open, concrete ditch with a pipeline that will decrease water loss through the concrete lining of the ditch and increase the capacity of water transfer from Littlerock Reservoir to Lake Palmdale. Currently, the existing ditch has an estimated capacity of 25 CFS and average annual losses of over 718 acre-feet or 25% of the total flow from the reservoir. Historically, the District has not recorded data of flows over the dam's spillway due to limitations with the capacity of the ditch, which directly relates to increased losses due to the ditch.

The grant application requires that the Board of Directors approve a Resolution that the District make a good faith effort to enter into a cooperative agreement with BOR for the receipt and administration of said grant funds.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative #1 – Water Resource Reliability.

This item directly relates to the District's Mission Statement.

**Budget:**

There is no impact on the budget for preparing the Resolution, and the District has the potential to receive grant funding.

**Supporting Documents:**

- Resolution Number 20-8

## **RESOLUTION 20-8**

### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT AUTHORIZING THE DISTRICT'S APPLICATION FOR FUNDING FROM THE BUREAU OF RECLAMATION WATERSMART: DROUGHT RESPONSE PROGRAM: DROUGHT RESILIENCY PROJECTS FOR FEDERAL FISCAL YEAR 2021 FOR THE PALMDALE DITCH REPLACEMENT PROJECT**

**WHEREAS**, Palmdale Water District is an irrigation district established pursuant to Division 11, Section 20500 et seq. of the California Water Code.

**WHEREAS**, water supply in the Palmdale area is facing a growing list of challenges associated with reductions in allowed groundwater pumping due to groundwater adjudication, regulatory cutbacks on State Water Project deliveries, Bay-Delta instability, climate change, aging infrastructure, and growing population; and

**WHEREAS**, the United States Department of the Interior, Bureau of Reclamation under the WaterSMART: Drought Response Program: Drought Resiliency Projects makes funding available to qualifying applicants; and

**WHEREAS**, the Board of Directors of the Palmdale Water District has identified a project that exemplifies the objectives of the WaterSMART Grant in the Palmdale Ditch Replacement; and

**WHEREAS**, Palmdale Water District agrees to the administration and cost sharing requirements of the WaterSMART Grant criteria.

**NOW, THEREFORE, LET IT BE RESOLVED** by the Board of Directors of the Palmdale Water District as follows:

**SECTION 1.** Palmdale Water District is hereby authorized to receive, if awarded, the WaterSMART: Drought Response Program: Drought Resiliency Projects for 2021 grant funding in an amount up to \$750,000 and will make a good faith effort to enter into a cooperative agreement with Bureau of Reclamation for the receipt and administration of said grant funds.

**SECTION 2.** The General Manager, Dennis LaMoreaux, or his designee, is hereby authorized to take any and all action which may be necessary for the completion and execution of the project agreement and to take any and all other action which may be necessary for the receipt and administration of the grant funding in accordance with the requirements of the Bureau of Reclamation.

**SECTION 3.** This resolution officially becomes a component part of the Palmdale Water District's grant application.

**SECTION 4.** The Board of Directors has reviewed and supports the application to be submitted.

**SECTION 5.** Palmdale Water District is capable of providing the amount of funding and/or in-kind contributions specified in the grant application funding plan.

**SECTION 6.** This Resolution shall be effective as of the date of adoption.

### **CERTIFICATION**

PASSED, APPROVED and ADOPTED this 22<sup>nd</sup> day of June 2020.

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Vincent Dino, President  
Board of Directors  
Palmdale Water District

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Don Wilson, Secretary  
Board of Directors  
Palmdale Water District

Approved as to form:

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Aleshire & Wynder, LLP  
District Legal Counsel

The following is the June 2020 report to the Board of activities through May 2020. It is organized to follow the District's six strategic initiatives and is intended to provide a general update on the month's activities. A summary of the initiatives is as follows:



**Complete the 2018 phase of the Upper Amargosa Creek Recharge Project**  
**Ensure Palmdale Recycled Water Authority (PRWA) to be fully operational by year 2020**  
**Adopt new state-of-the-art water treatment technologies**  
**Implement the Antelope Valley Groundwater Adjudication agreement**  
**Complete the grade-control structure for the Littlerock Reservoir Sediment Removal Project**  
**Continue the next phase towards the completion of Palmdale Regional Groundwater Recharge and Recovery Project**  
**Identify and pursue opportunities to increase the reliability of water supply**



**Offer competitive compensation and benefits package to promote employee retention**  
**Focus Succession Planning Program on ensuring an overlap of training for key positions**  
**Continue providing transparency to our ratepayers**  
**Promote and support leadership training and professional development programs to enhance the District's customers' experience**



- Implement 2016 Water System Master Plan**
- Develop a five-year Infrastructure Revitalization Plan to continue the reinvestment and preventative maintenance for aging infrastructure**
- Explore energy independence**
- Continue being the industry's leader on the use of Granular Activated Carbon (GAC)**
- Research and test new technologies to increase efficiencies**
- Improve safety and training for Directors, employees and customers**
- Develop a crisis communications plan**



### **Financial Health and Stability**

Pursue additional grant funding for all District projects  
Adopt a sustainable and balanced rate structure to meet short and long-term needs  
Create a five-year financial plan in conjunction with the 2019 Water Rate Plan  
Maintain adequate reserve levels, high-level bond rating, and financial stability



### **Regional Leadership**

Enhance relationships with Antelope Valley partnerships, including local water agencies, Antelope Valley State Water Contractors Association and the Palmdale Recycled Water Authority  
Expand school water education programs  
Engage elected officials in water-related issues  
Continue offering career opportunities through the Internship Program  
Provide opportunities for local businesses to contract with the District



### **Customer Care, Advocacy and Outreach**

Increase Customer Care accessibility through communication and feedback to enhance customers' experience  
Evaluate, develop, and market additional payment options  
Be point of communication for customers' water-related public health concerns  
Develop the District's Public Outreach Plan  
Increase public awareness of the District's history and promote centennial anniversary

This report also includes charts that show the effects of the District's efforts in several areas. They are organized within each strategic initiative and include status of the State Water Resources Control Board's (SWRCB) long-term conservation orders, 20 x 2020 status, the District's total per capita water use trends, 2019 final water production and customer use graph, mainline leaks, and the water loss trends for both 12- and 24-month running averages.



### **Water Resource Reliability**

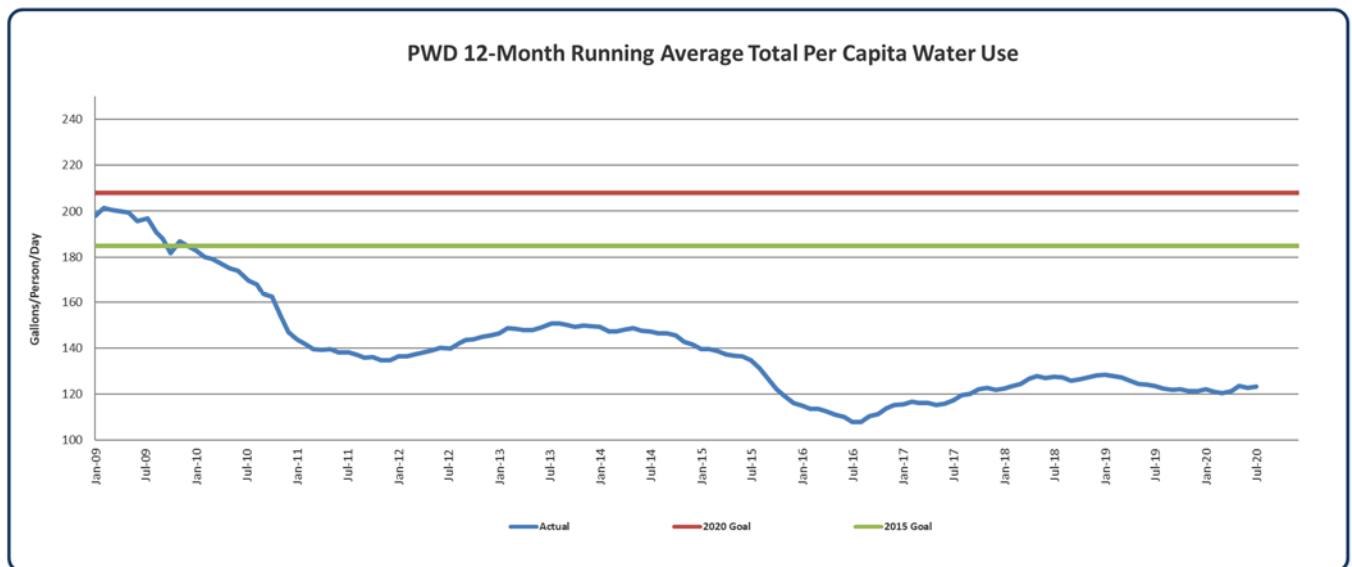
This initiative includes conservation efforts, water supply projects, and water planning. Recent highlights are as follows:

#### **State Water Resources Control Board (SWRCB) Activities**

- The 20 x 2020 per capita reduction goals passed by the legislature in 2009 with new long-term water budgeting requirements have now been replaced with new requirements and water agency water budgets. These follow through on the "Making Water Conservation

a California Way of Life” plan. The District expects to easily comply with the new requirements as they are based on the same philosophy as the District water budget rate structure. More will be known as the 2020 Urban Water Management Plan is developed. Until these criteria are finalized, the customers’ performance is shown in this report using the 20 x 2020 requirements.

The District’s compliance with the former 20 x 2020 law is evident from the chart titled “PWD 12-Month Running Average Total Per Capita Water Use.”:



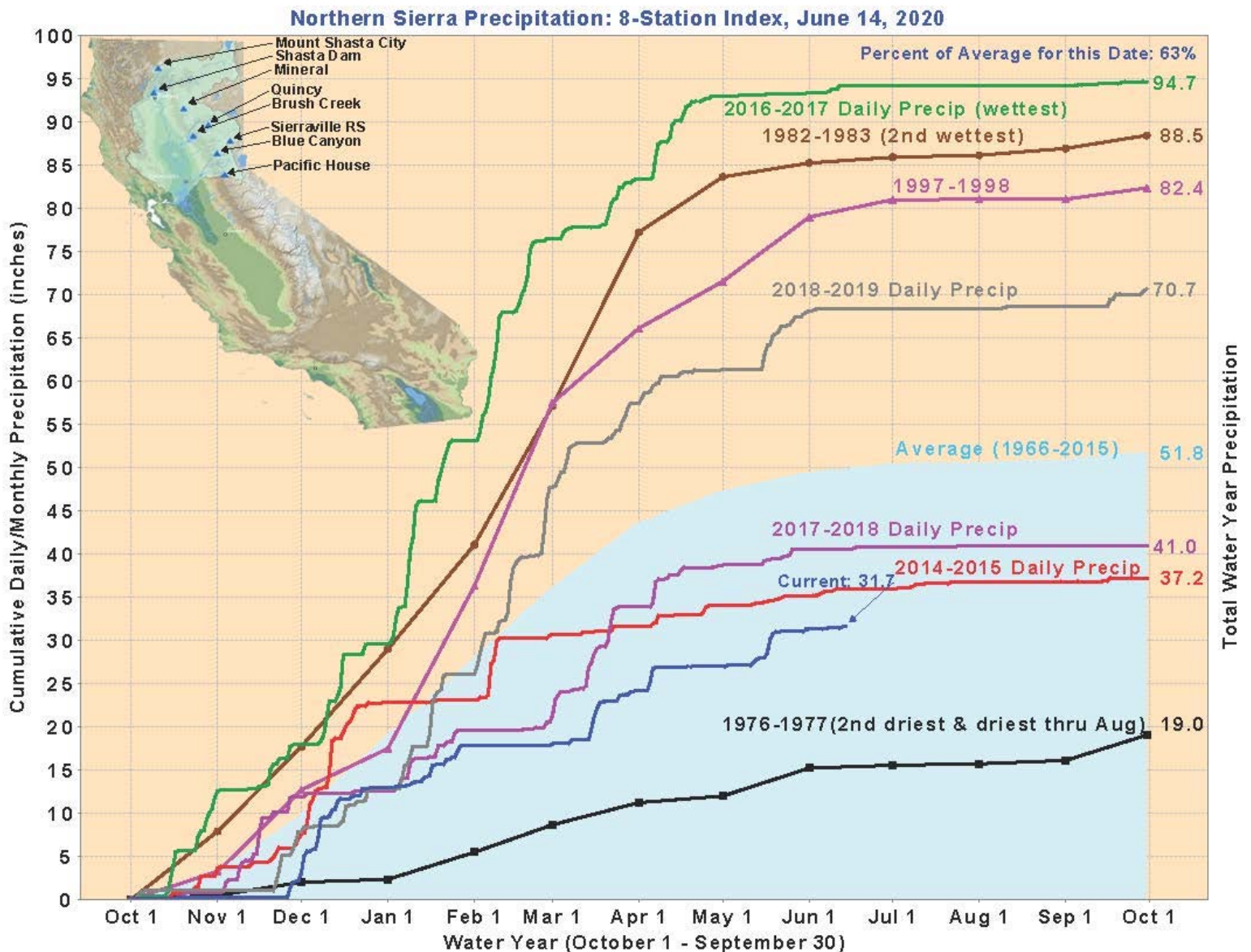
The District’s customers have cut their water use by **46.8%** from the baseline number of 231 established in the 2015 Urban Water Management Plan and met the 2020 Goal in early 2010. The current Total-GPCD is 123.

### Water Supply Information

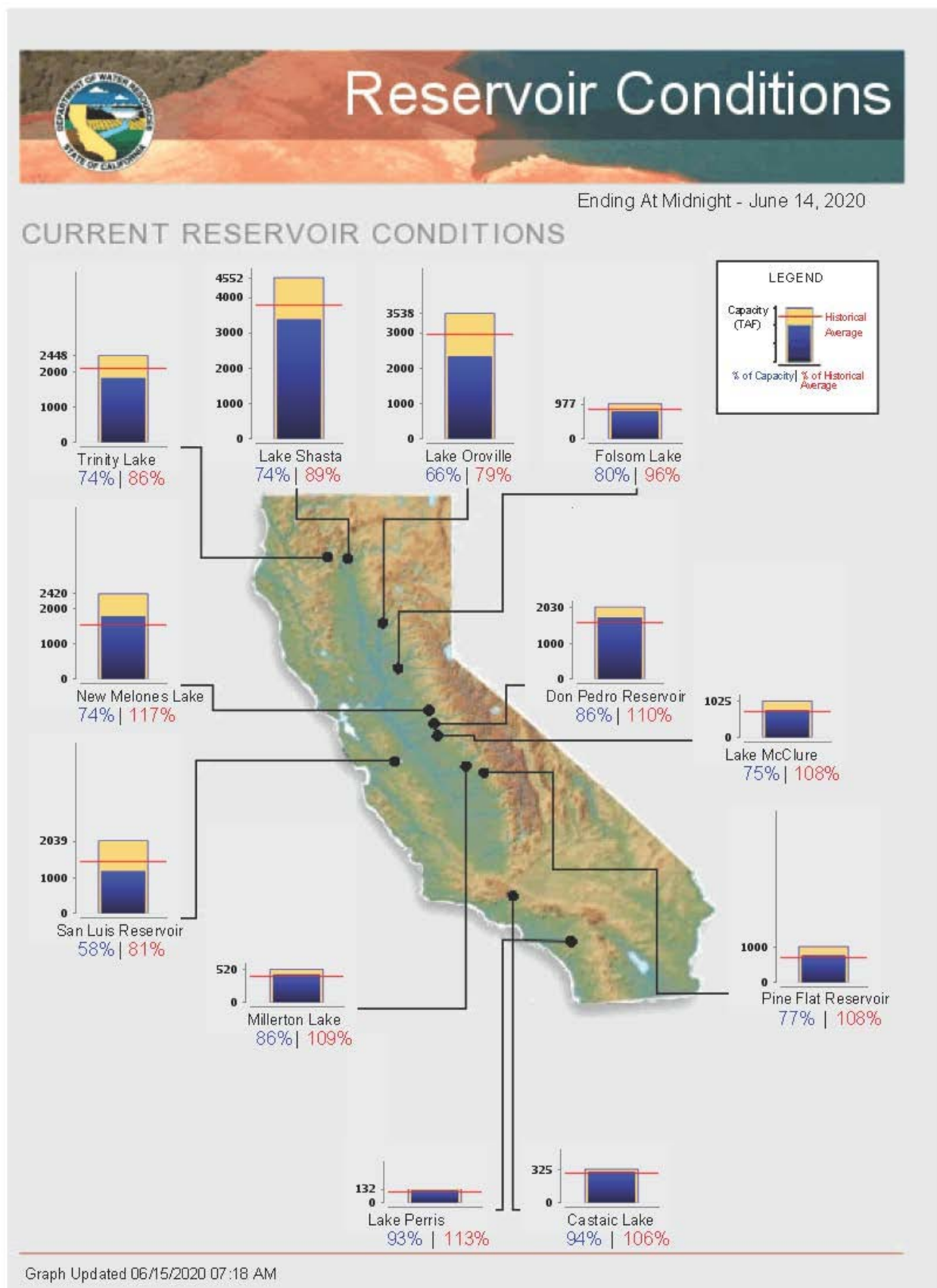
- The AV Adjudication is now entering its fifth year, and the reduction to the native safe yield is in its third year. The District’s native groundwater right is 2,769.63 AF. The District’s 2019 groundwater rights totaled 7,986.67 AF without the prior year’s Carryover Rights. The District’s 2020 groundwater rights are approximately 8,188 AF and 9,465.83 AF of Carryover production rights from 2019 for a total groundwater production right available to the District of 17,653.96 AF.
- The 2020 water resources plan is tentative at this point. Precipitation in the area that contributes to the State Water Project is currently at 63% of average, and the SWP allocation is 20%. This provides the District approximately 6,260 AF. Another 3,000 AF is anticipated from Littlerock Reservoir. The District will also receive other water including the Yuba Accord Water, water stored in Willow Springs Groundwater Bank,

and carryover SWP from 2019. These efforts, along with the District's available groundwater rights, will lessen any needed conservation needed by our customers this year.

The following graphs show the 2019-2020 water year is less than average and current reservoir storage as of Sunday, June 14, 2020.

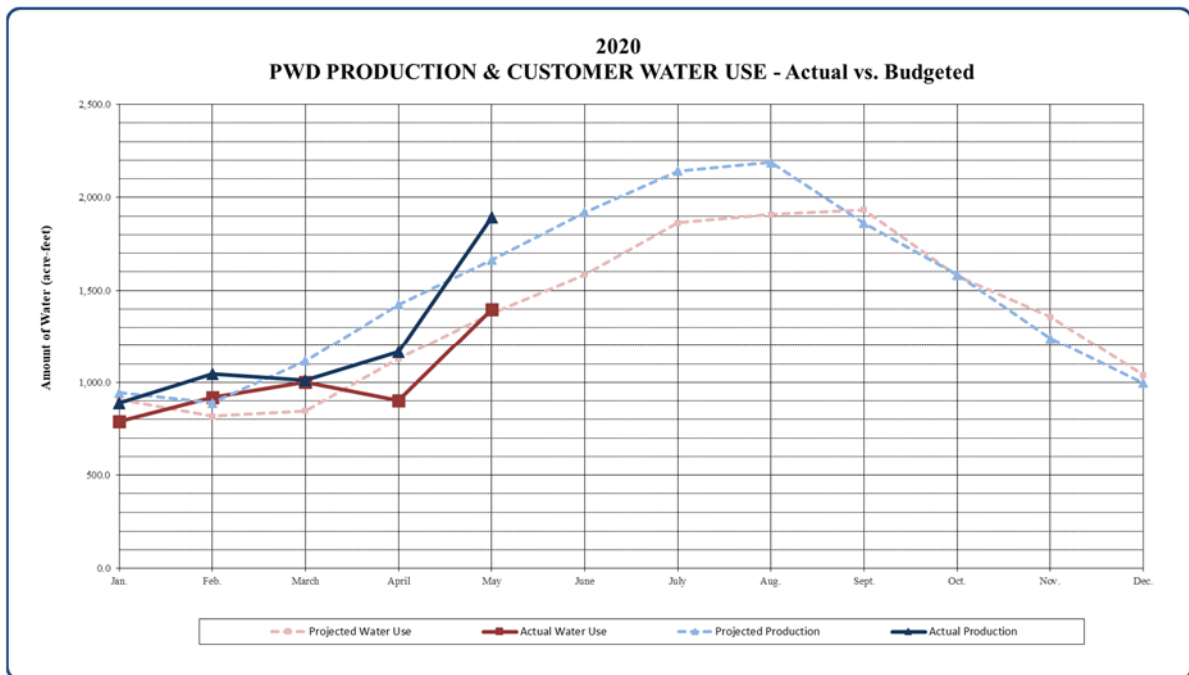




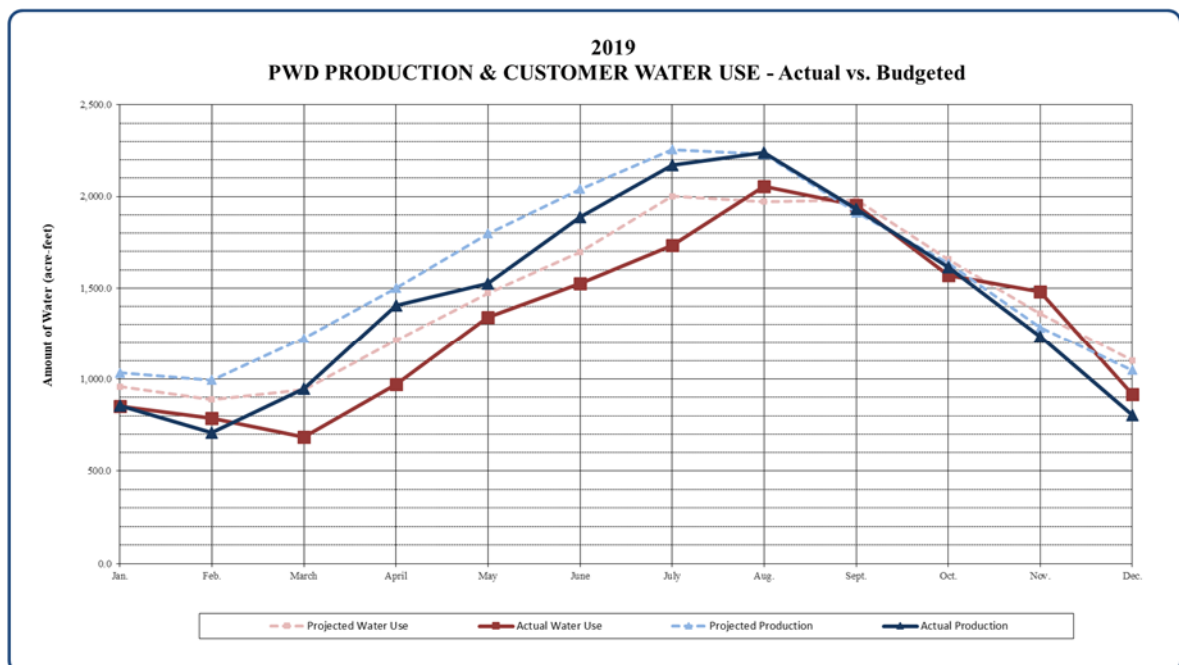




- The following is the anticipated monthly water consumption and production for 2020 based on the prior five years of actual monthly information. The total consumption is based on the 2020 Budget amount of 16,341 AF. Actual consumption numbers through May 2020 is very slightly less than anticipated by 1.3% (67.1 AF), and water production is also slightly less than anticipated by 0.6% (35.1 AF). This is due to a large increase in water use in May.



- The following graph shows actual monthly amounts for 2019 for both production and consumption for comparison.



Other Items

- The Littlerock Reservoir Sediment Removal Project Environmental Impact Report/Environmental Impact Statement (EIR/EIS) was fully approved in 2017. All required permits are in place, and a construction contract for the Grade Control Structure was awarded in July 2018 to ASI Construction, LLC (ASI) of Colorado Springs. The work was completed in January 2020, and ASI has left the site.

A citizen's committee, Friends of Littlerock Dam (FOLD), was formed in the Littlerock, Pearblossom, and Juniper Hills area to find a way to reopen the Littlerock Reservoir Recreation area. They worked with the District and the USFS on this issue. The USFS has issued an eviction notice to the former operator living at the Reservoir in May 2019. This process is expected to be completed later this year.

Discussions were underway to explore having a small number of weekends this summer for limited recreation in the Littlerock Reservoir area while a more permanent solution is established. This successfully occurred for two weekends in 2018. It will take the combined cooperation of the Angeles National Forest, FOLD, and the District. The District's focus will be providing information on the upcoming sediment removal actions and time frames. However, the COVID-19 event has closed the Angeles National Forest and suspended these discussions.

- The public review of the Draft California Environmental Quality Act (CEQA) EIR for the Palmdale Regional Groundwater Recharge and Recovery Project is complete. The Final EIR was certified by the Board on July 13, 2016, and the Notice of Determination was filed on July 14, 2016. The comments from the SWRCB Recycled Water Division on the Title 22 Engineering Report were addressed and returned for further review. Another set of comments was received in 2018, and information is being collected to address them.

The soil column tests were completed and reported on late in 2018. The District reviewed additional geotechnical work done to verify the proposed location is suitable. The result is a recommendation to drill an additional well to better understand the aquifer in the area. A contract was awarded by the Board in April, and construction of the well will begin within the next four weeks.

- The Upper Amargosa Creek Recharge Project is complete. One contract is for the California Aqueduct turnout and transmission water main. The other is for the recharge basins. They are higher than original estimates and will result in a request from the City of Palmdale to the District, LA County Waterworks, and AVEK for additional funding. The District is working with DWR to deliver water to the Project for recharge on a continuing basis.

- California Water Fix: There have been recent regulatory approvals moving this project forward. However, the current Governor has only stated support for one of the proposed tunnels. The State Water Contractors and the Department of Water Resources are continuing discussions about the Project's financing and operations. These discussions will result in a clearer picture of the effect on individual contractors. Staff is directly involved in these discussions, the development of the Agreement in Principle, and will update the Board soon.



### **Organizational Excellence**

This initiative includes efforts to restructure staff duties and activities to more efficiently provide service to our customers. Recent highlights are as follows:

- The District and other members of the Public Water Agencies Group (PWAG) have hired and share the services of an Emergency Preparedness Coordinator. This has already resulted in a successful training held at the District office. This approach also kept the District in a good position when responding to the July 4 and 5 earthquakes near Ridgecrest, compliance with the America's Water Infrastructure Act (AWIA) of 2018 and responding to the current COVID-19 event.

The District met the deadline of March 31, 2020 to complete a security/vulnerability assessment under the AWIA. The District is now working with the consultant to update its overall Emergency Response Plan based on the assessment. This must be complete by October 2020.

- Training is an important part of the District's operations. There are several state and federal required trainings including confined space, harassment, and hazmat labeling. These are addressed through a combination of online training and classes. Many of the classes are provided through ACWA/JPIA at no cost. The District also opens these up for surrounding districts needing the same training. The District is recognized annually by JPIA for being willing to host these classes.

Nearly 80 percent of the District staff is required to have certifications or licenses issued by the State of California. Many of these have continuing education requirements which must be met by technical training. The District provides for this in several ways including hosting classes given by the California Rural Water Association, having a training budget for staff to attend conferences, and providing an education tuition allowance for each employee.

Additionally, the District provides educational sessions through the Employee Assistance Program twice a year on personal subjects such as work/life balance, financial health, and wellness. These are chosen by the staff through the Communication Committee. The District also provides professional training for its management staff.

- **COVID-19 Pandemic Response**

District staff initiated a draft Pandemic Response Plan on March 4, 2020 as the State of California and County of Los Angeles issued declarations of emergency. Over the next two weeks, many District events were canceled. These included the Water Ambassadors Academy third session and facility tour, Strategic Plan Workshop, Director Alvarado Coffee, and all-staff lunch and meeting. The District also reduced the lobby's capacity and eventually closed it to the public due to Los Angeles County health orders. The other options to conduct business with the District including using the website, calling Customer Care, using the automated phone system, and using remote payments site, were promoted on social media, the website, and radio spots. The District has also complied with social distancing regulations by updating the Pandemic Response Plan, rotating staff to work from home, staggering work hours, and providing non-medical face coverings for staff.

A return to more usual operations is being evaluated by staff as the LA County Health orders begin to relax. The first step will be scheduling appointments two days a week beginning June 22, 2020. The first in person Board of Directors' meeting is also planned for that day.

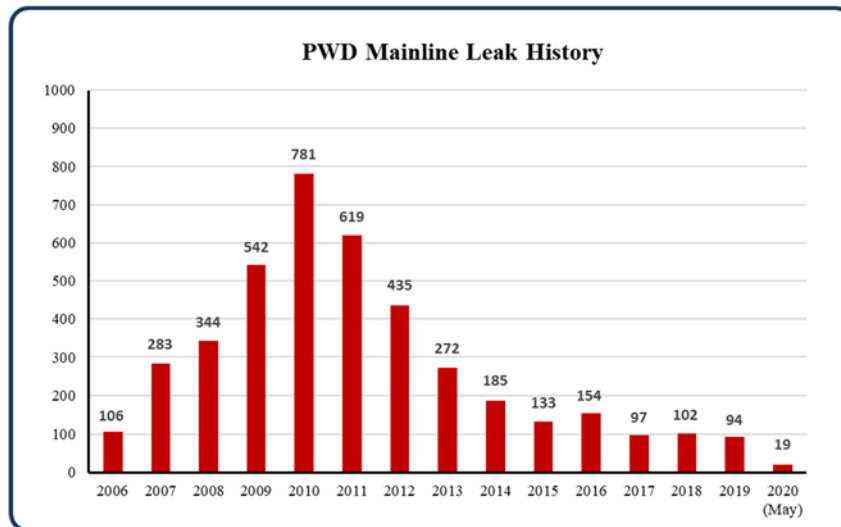
The Finance Department is continuing to monitor the effect of the State's moratorium on shutoffs due to nonpayment on cash flow. The effect is fluctuating somewhat but is remaining 5% or less below what is usually expected.



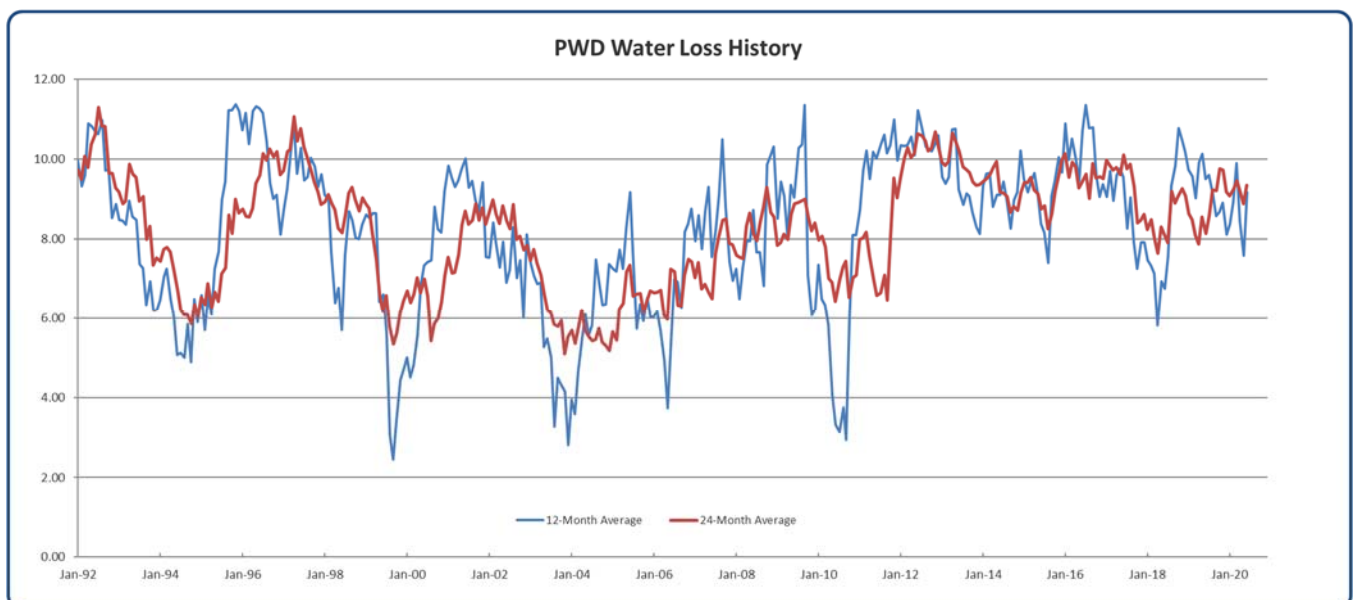
### **Systems Efficiency**

This initiative largely focuses on the state of the District's infrastructure. Recent highlights are as follows:

- The effects of the District's past efforts in replacing failing water mains and meters can be seen in the reduced number of mainline leaks. This is illustrated in the chart titled "Mainline Leak History." The mainline leaks through May 2020 total 19, and there were 30 service line leaks. As can be seen in the following graph, the mainline leaks for 2017, 2018, and 2019 average less than 100 or roughly one leak for every four (4) miles of the District's water system as opposed to nearly one leak every half mile in 2010. This is a clear indication of the benefit in replacing old, worn out infrastructure.



- The District's staff is planning on replacing water meters in 2020. District staff has issued a request for proposals for meters and meter reading system(s) due to warranty issues being experienced with electronics on the current meter brand.
- The District advertised two water main replacement projects in December. One is in Avenue P near 25<sup>th</sup> Street East and the other is in Avenue V-5 west of 47<sup>th</sup> Street East. These contracts were awarded by the Board in February. Work has begun on the Avenue V-5 project.
- The positive effect of both water main and water meter replacement programs is shown on the chart titled "PWD Water Loss History." The running average for water losses remains under 10%.





### **Financial Health and Stability**

- PWD and City of Palmdale staffs have worked together to obtain funding for the Palmdale Recycled Water Authority (PRWA). Staff is considering a public bond issue for this project. Early discussions show this as a strong possibility to fund the work. PRWA is also trying to obtain completed booster station plans being held by Los Angeles County Waterworks District 40 to complete the Phase II design plans and financing.

The AV Integrated Regional Water Management Plan (IRWMP) also provides an avenue for State funding assistance. The Littlerock Sediment Removal and PRWA Phase II Projects are the highest rated and are very likely to receive nearly \$900,000 for each project in the current round of funding.

- The 2019 Water Rate Study and Proposition 218 process is now complete. The Proposition 218 public hearing was held on October 28, 2019 for the 8.1% annual revenue increase. 101 protests were received of which 88 were valid. The Board then unanimously approved Resolution No. 19-15. This set the water rate structure and water rates for 2020-2024.

Resolution No. 19-15 also includes criteria to evaluate the District's financial condition each year. It gives the Board the ability to reduce the water rates if the District's financial position meets four (4) of the criteria in an annual review while preparing the following year's budget.

- The 2020 Budget was approved in December 2019 following the approved 2019 Water Rate Plan. The document was finalized and published in March 2020.
- Water-Wise Landscape Conversion Program (Cash-for-Grass Program): The District received a \$75,000 Grant from the Bureau of Reclamation in 2017 to assist in funding the Program. The District has fully used the grant funds. The Board approved an application for additional funds in 2019. The District received a preliminary notice indicating a favorable review of the application.
- The District is seeking State and/or Federal assistance to provide water service to the Alpine Springs Mobile Home Park on Sierra Highway. It has poor water quality from its well and a number of health violations.
- The District is seeking Federal assistance to line or enclose additional sections of the Palmdale Ditch. This will help reduce the loss of water being moved from Littlerock Dam and Reservoir to Palmdale Lake for treatment and use by our customers.



### **Regional Leadership**

This initiative includes efforts to involve the community, be involved in regional activities, and be a resource for other agencies in the area. Recent highlights are as follows:

- Activities of the Palmdale Recycled Water Authority (PRWA), AV Integrated Regional Water Management Plan (IRWMP), and Antelope Valley State Water Contractors Association have continued.
- The District staff continues to share the administration of the Antelope Valley Watermaster Board (AVWB) with AVEK and related meetings.
- District staff is active in the local chambers, Greater Antelope Valley Economic Alliance (GAVEA), regional human resources, and public information organizations.
- The 2020 “PWD Water Ambassador Academy” (WAA) began in March. However, the last session and the facilities tour were canceled due to the COVID-19 event. The last session was planned to include a brief presentation by the City of Palmdale. The District will also be included in the City’s program.
- The District, AVEK, City of Palmdale, and the City of Lancaster cohosted the Greater Antelope Valley Water Emergency Coalition on October 30<sup>th</sup>. The event was well-received and a success. A more formal move towards mutual assistance and coordination is planned from the participating organizations.
- PRWA staff, District and City personnel recently met to look at activities for this year and what future planning should be done. This includes developing a logo and brand, a website, completing the Phase II contract documents, possibly updating the Master Plan, and developing a five-year strategic plan.



### **Customer Care and Advocacy**

This initiative includes efforts to better serve our customers. Recent highlights are as follows:

- The ability to make payments at 7-Eleven and Family Dollar Store is also continuing to grow.

- Customer Care office and field staff are crosstraining to better understand the other's interaction with customers and to improve communication.
- Customers are continuing to take advantage of the District's electronic payment options. 61% of all payments made by customers were done electronically in 2019. Customer participation in all electronic and remote payment methods has increased due to the COVID-19 event.
- Truebill, the customer information system, is updated for the new water rate structure and water rates for 2020.
- Staff is working to implement revised policies related to SB 998 approved by the Board of Directors on January 13, 2020. This bill requires additional procedures for dealing with delinquent customers. The District must be in compliance with it on February 1, 2020.
- Contracts for remodeling and re-equipping of the open area on both floors of the main office were awarded by the Board in April and are well underway. The lobby and Customer Care area are targeted to be ready if the lobby opens on June 22, 2020.



**PALMDALE  
WATER DISTRICT  
BOARD MEMORANDUM**

**DATE:** June 17, 2020 **June 22, 2020**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Michael Williams, Finance Manager/CFO  
**VIA:** Mr. Dennis LaMoreaux, General Manager  
**RE:** *AGENDA ITEM 8.2.b – EFFECTS OF COVID-19 EVENT*

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**Discussion:**

Presented here are financial related items for your review.

1. Effects of COVID-19 event.
  - a. Collection efforts were paused from 03/17/20 – 06/09/20.
  - b. Mailing of Reminder Notices have resumed as of 06/09/20 without a Shut-Off date.
  - c. No Shut-Off notices are being mailed currently.
  - d. No disconnections for non-payment of bills continue, no indication of when we will resume.
  - e. As of May 31, 2020, deferred \$95,805 in penalties for February – April billing.
  - f. As of 06/09/20, began applying penalties applicable to May billing and will continue moving forward.
  - g. As of May 31, 2020, we have 823 accounts with past due balance over 60 days with amounts greater than \$50.00. Total outstanding for those accounts at 60+ days \$227,644. At May 31, there were 438 accounts same stat with outstanding balance \$117,544.
  - h. Cash received for the month of May 2020 was (\$3,301) (.19%) less than April 2020 and (\$60,789) (3.39%) less than March 2020 and (\$50,762) (2.85%) less than May 2019.
  - i. Cash received for period 06/01/20 – 06/15/20 is \$251,839 higher than the same 15-day period of May 2020.
2. Payment Type Jan – May: (attachment)
  - a. Use of certain alternative payment methods have increased since January due to COVID with PayNearMe showing the highest at 56% increase in use.

	PayNearMe	Night Drop	Web Site	Vanco	IVR
	2020	2020	2020	2020	2020
January	474	753	9,194	3,098	3,234
February	418	713	9,059	2,854	3,114
March	398	796	9,201	3,178	3,099
April	665	981	9,934	3,330	3,519
May	741	1,039	10,030	3,241	3,508
Change from Jan-May	56.33%	37.98%	9.09%	4.62%	8.47%

