



# PALMDALE WATER DISTRICT

## A CENTURY OF SERVICE

March 9, 2022

### BOARD OF DIRECTORS

AMBERROSE MERINO

Division 1

DON WILSON

Division 2

GLORIA DIZMANG

Division 3

KATHY MAC LAREN-GOMEZ

Division 4

VINCENT DINO

Division 5

## AGENDA FOR REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT TO BE HELD AT 2029 EAST AVENUE Q, PALMDALE OR VIA TELECONFERENCE

**FOR THE PUBLIC: VIA TELECONFERENCE ONLY**

**DIAL-IN NUMBER: 571-748-4021 ATTENDEE PIN: 483-430-972#**

**Submit Public Comments at: <https://www.gomeet.com/483-430-972>**

**MONDAY, MARCH 14, 2022**

**6:00 p.m.**

DENNIS D. LaMOREAUX

General Manager

ALESHIRE & WYNDER LLP

Attorneys

**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 Board Meeting held February 28, 2022.
  - 6.2) Payment of bills for March 14, 2022.
  - 6.3) Approval to enter into and authorization of funding purchase options in the 2022 State Water Contractors Dry Year Water Transfer Program. (\$5,000.00 Initial Deposit – Budgeted under Water Purchases – Resource and Analytics Director Thompson II)
  - 6.4) Approval to declare District vehicles/equipment as surplus property. (Potential Revenue – Facilities Manager Bligh)
  - 6.5) Approval to authorize the General Manager to execute Change Order No. 1 to the contract with Golden Sun Enterprises, Inc. for Phase 1 of the Water Conservation and Education Garden. (\$66,450.00 – Budgeted – Budget Item No. 20-703 – Resource and Analytics Supervisor Bolanos)
- 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 Resolution No. 22-3 being a Resolution of the Board of Directors of the Palmdale Water District Adopting the Current Division Map for the District. (No Budget Impact – Assistant General Manager Ly/Andrew Westall, Principal & Owner, Bear Demographics & Research)
  - 7.2) Consideration and possible action on approval of Resolution No. 22-4 being a Resolution of the Board of Directors of the Palmdale Water District Adopting an Amendment to Appendix N, Installation Charges for Single Service Connections, of the Palmdale Water District's Rules and Regulations. (No Budget Impact – Engineering Manager Rogers)
  - 7.3) Consideration and possible action on authorization to sign Addendum #1 to the Amended and Restated Memorandum of Understanding (MOU) for the Antelope Valley Integrated Regional Water Management (AVIRWM) group to file for grant funding for the Water Conservation and Education Garden. (\$25,000.00 – Budgeted – Budget Item No. 1-02-5070-007 – Resource and Analytics Director Thompson II)
  - 7.4) Consideration and possible action on the development of an on-line Water Class to be offered to customers in place of a Waste of Water fine. (\$10,000.00 – Budgeted – Budget Item No. 1-07-4190-500 – Resource and Analytics Supervisor Bolanos/former Director Merino)

- 7.5) Consideration and possible action to cast the District's ballots for Special District Local Agency Formation Commission (LAFCO) Representative and Alternate Representative. (No Budget Impact – General Manager LaMoreaux)
- 7.6) 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 2022 Budget:
  - a) None at this time.
- 8) Information Items:
  - 8.1) Reports of Directors:
    - a) Standing Committees; Organization Appointments; Agency Liaisons:
      - 1) Antelope Valley State Water Contractors Association-AVSWCA – March 3. (Director Mac Laren-Gomez/Director Wilson/President Dizmang, Alternate)
      - 2) Antelope Valley East Kern Water Agency-AVEK – March 8. (Director Dino/Director Mac Laren-Gomez, Alternate)
    - b) General Meetings Reports of Directors.
  - 8.2) Report of General Manager.
  - 8.3) Report of General Counsel.
- 9) Board members' requests for future agenda items.
- 10) Adjournment.



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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:** March 7, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Peter Thompson II, Resource and Analytics Director  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 6.3 – APPROVAL TO ENTER INTO AND AUTHORIZATION OF FUNDING PURCHASE OPTIONS IN THE 2022 STATE WATER CONTRACTORS DRY YEAR WATER TRANSFER PROGRAM. (\$5,000.00 INITIAL DEPOSIT – BUDGETED UNDER WATER PURCHASES – RESOURCE AND ANALYTICS DIRECTOR THOMPSON II)***

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**Recommendation:**

Staff recommends the Board ratify the District's entry into the State Water Contractor's (SWC's) Dry Year Water Transfer Program and further to authorize funding of initial purchase option payments, which will be determined later (estimated between \$600-\$800 per Acre Foot (AF) with a 30% delta loss = \$780-\$1,040 AF).

The SWC charges a \$5.00 per AF initiation and administration deposit towards the Program. It is anticipated that the District may possibly need a 1,000 AF purchase of water through this program to supplement surface water supplies for 2022 at a maximum dollar amount of \$1,040,000. This quantity required an initial deposit of \$5,000.00 in order to reserve options for dry year supplemental water in 2022.

**Alternative Options:**

An alternative option is to independently pursue scarce dry year supplemental water purchases in a reduced water availability market.

**Impact of Taking No Action:**

The District would need to procure water from a different source or further reduce use to conserve water supply in 2022.

**Background:**

At the last (February 2022) State Water Contractors meeting, the Department of Water Resources (DWR) held firm with a 15% allocation. Unless there is a significant increase in precipitation over March and April, this allocation could decrease. Currently, there is very little precipitation forecasted for March and April.



BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Dennis D. LaMoreaux, General Manager

March 7, 2022

The State Water Contractors (SWC's) have initiated a Dry Year Transfer Program for 2022, which is designed to help fill water shortages in the coming year. The Program will acquire water transfers from rice fallowing in northern California. The initial option/participation payment of \$5.00 per acre foot, which will go towards administrative costs, will be either billed or refunded at actual cost at Program's end. The remaining purchase deposit amounts required to secure supplemental water through contracts with willing sellers will be determined when actual available purchase quantities and their cost per acre foot are agreed upon.

There are several off-ramp points in the Program, which allows the District to decline exercising water transfer options in the event that the 2022 water year proves to be more abundant than anticipated or if the price exceeds the anticipated cost per AF.

District staff has looked at potential impacts due to the low allocation of SWP supply and has already begun working to secure water from existing exchange and banking agreements. The critical point of decision to fully participate in this Program will be predicated on whether the final allocation is below 25%.

**Strategic Plan Initiative/Mission Statement:**

This work is part of Strategic Initiative No. 1 – Water Resource Reliability.  
This item directly relates to the District's Mission Statement.

**Budget:**

The cost to enter into and exercise options for supplemental water will be covered under PWD Operating Budget for 2022 under Water Purchases.

**Supporting Documents:**

- State Water Contractors Dry Year Transfer Agreement

# **VERSION 3-1-22**

## **STATE WATER CONTRACTORS 2022 DRY YEAR WATER TRANSFER AGREEMENT**

This State Water Contractors (“SWC”) 2022 Dry Year Water Transfer Agreement (“Agreement”) is between and among the SWC and certain SWC member agencies who execute this Agreement with the intent to purchase water (“Buyers”) through the 2022 Dry Year Transfer Program (“DYTP”). SWC and Buyers may be referred to collectively as “Parties” and the actions being carried out under this Agreement may be referred to as the “Program.” This Agreement is effective when executed by SWC and as to each Buyer, when executed by such Buyer.

### **RECITALS**

- A. The SWC is a non-profit mutual benefit corporation created under California law in 1982.
- B. The Buyers who have executed this Agreement are SWC member agencies.
- C. The Buyers desire to purchase water to help meet their service areas’ needs in 2022, and desire the SWC to act as a negotiating and fiscal agent to collect, hold, disburse, and account for funds deposited by the Buyers pursuant to this Agreement. The SWC is empowered and is willing to do so.

NOW, THEREFORE, the Parties to this Agreement agree as follows:

### **AGREEMENT**

#### **1. BUYER-SELLER AGREEMENTS**

(A) The SWC, along with certain Buyers, shall jointly negotiate agreements to purchase water from to-be-determined water districts/water agencies/water companies in the Sacramento Valley (“Sellers”) through an agreement (“Buyer-Seller Agreements”)

for use by Buyers in 2022. The Buyers shall make their best efforts to negotiate and execute Buyer-Seller Agreements by April 19, 2022.

(B) Each Buyer will execute a Buyer-Seller Agreement with each Seller. The SWC shall not be a party to the Buyer-Seller Agreements.

(C) Each Buyer will execute Storage and Conveyance Agreements with the California Department of Water Resources (“DWR”) and the Seller and/or Sellers. There will be additional conditions, risks, and possibly DWR administrative charges associated with the Storage and Conveyance Agreements. The SWC shall not be a party to the Storage and Conveyance Agreements.

(D) The Buyers understand that (i) water purchased through the Buyer-Seller Agreements will be subject to losses and (ii) the water actually delivered by DWR could be reduced or delayed based on regulatory or judicially-imposed restrictions on DWR’s ability to operate the export pumps and State Water Project infrastructure outages. The Buyers further understand that payments required by the Buyer-Seller Agreements and this Agreement are based on the water amount purchased and not the water amount actually delivered.

## **2. INITIAL WATER REQUEST AND INITIAL ALLOCATION PROPORTION**

(A) Provided Buyer has executed this Agreement on or before March 2, 2022, each Buyer shall: (i) provide written notification to the SWC of its initial water request (“Initial Request”) and (ii) remit to the SWC \$5 for each acre-foot included in its Initial Request as an initial administrative deposit (“Administrative Deposit”), to be held in trust by the SWC under Section 7. The Administrative Deposit shall be used to pay the SWC’s staff and administrative costs described in Section 6 and Sellers’ staff, environmental, legal, technical/engineering, and regulatory costs described in Section 5.

(B) Upon executing this Agreement, submitting an Initial Request, and remitting an Administrative Deposit, the Buyer shall be entitled to make a final water request (“Final Request”) pursuant to Section 3(B).

(C) The initial allocation of the water to be purchased through the Buyer-Seller Agreements will be based on the lesser of Buyer’s Initial Request or Buyer’s proportionate

share to the total DYTP supply, determined by the ratio of participating Buyers' maximum SWP Table A amount to the total maximum SWP Table A amounts of all Buyers ("Initial Allocated Proportion").

(D) Should a Party(ies) desire to adjust the allocation methodology specified in Section 2(C), the Parties who have made an Initial Request must agree unanimously in writing.

### **3. FINAL WATER REQUEST AND PURCHASE WATER DEPOSITS**

(A) On or before April 2, 2022, the SWC will provide Buyers written notice of: (i) the current Sellers' anticipated total water amount available by water supply type (e.g. crop idling, crop shifting, groundwater substitution, reservoir reoperation) for purchase through the Buyer-Seller Agreements; (ii) the Buyer-Seller Agreements' final terms; and (iii) each Buyer's Initial Allocated Proportion of water available per Section 2(C).

(B) On or before April 14, 2022, each Buyer will provide the SWC and other Buyers written notice of its final water request ("Final Request"). The Final Request cannot be greater than the Buyer's Initial Request or the Initial Allocated Proportion identified in the SWC's Section 3(A) notice unless agreed to in writing by all Buyers. If a Buyer is allowed to expand its request beyond the Final Request, the corresponding supplemental SWC Administrative Deposit will be submitted within one week of the granted increase.

(C) On or before April 30, 2022, the SWC will provide Buyers written notice of any adjustments, in accordance with Section 4, to each Buyer's Initial Allocated Proportion of water available for purchase based on the Final Request ("Final Allocated Proportion").

(D) On or before May 10, 2022, each Buyer shall remit to the SWC an initial purchase deposit ("Initial Purchase Deposit") equal to 50% of its Initial Allocated Proportion multiplied by the price per acre-foot established in the Buyer-Seller Agreements or any Letter of Commitment and/or Letter of Intent. The price per acre-foot may vary among each unique Buyer-Seller Agreement. Based on the Final Allocated Proportion, determined in Section 4, the Buyer shall remit to the SWC the remaining

balance of the cost of Buyer's Final Allocated Proportion ("Final Purchase Deposit") by June 7, 2022. The SWC shall hold all purchase deposits in trust under Section 7.

(E) If the purchased water amount allocated to a Buyer is not made available to a Buyer based on Seller's failure to perform, resulting in excess of Final Purchase Deposit, the SWC shall refund any excess purchase deposits not needed for Buyer's share of purchase costs.

(F) The Parties may mutually agree to adjust the dates specified in this Section 3, in writing, without amending this Agreement.

#### **4. FINAL ALLOCATION PROPORTION**

(A) If a Buyer's Final Request is less than its Initial Allocated Proportion as provided in the SWC's notice in Section 3(A), the forfeited potential water transfer quantity will be offered to other Buyers pursuant to Section 4(B). If a Buyer does not execute the Buyer-Seller Agreements or submit Purchase Deposits to the SWC pursuant to Section 3(D), it will be considered a withdrawn buyer ("Withdrawn Buyer") and will have no rights or obligations to purchase water pursuant to this Agreement and cannot rejoin the 2022 DYTP. A Withdrawn Buyer will still be responsible for any proportional cost obligations as described in Sections 5 and 6, prior to the date SWC receives actual notice of the Buyer's withdrawal from the 2022 DYTP.

(B) Each Buyer remaining in the Program may request a share of water made available by Withdrawn Buyers or by reduced requests of remaining Buyers equal to its proportionate share of the total amount of Final Requests made under Section 3. If a remaining Buyer does not want additional supply, this reallocation process will be repeated as necessary to distribute the additional water to willing Buyers. If the reallocation process results in a Buyer accepting an assigned proportional share that is greater than the Initial Allocated Proportion, the Buyer must submit the corresponding additional \$5 per acre-foot Administrative Deposit and corresponding Purchase Deposits to the SWC for the additional quantity above the Initial Allocated Proportion within ten business days of accepting the additional assigned share.

(C) SWC will determine each Buyer's Final Allocated Proportion, in accordance with Sections 4(A) and (B), and will notify each Buyer in the required Section 3(C) notice.

(D) After the Buyer-Seller Agreements have been executed and the Sellers have been notified of the intent to purchase the water, remaining Buyers will be responsible for full payment of allocated purchased supplies and potential Seller legal/administrative costs/liabilities, if any, as set forth in the Buyer-Seller Agreement and/or referenced in Section 5.

## **5. PAYMENTS TO SELLERS**

(A) Letter(s) of Commitment/Intent: If it is deemed necessary, this Agreement authorizes the SWC to execute a Letter of Commitment and/or a Letter of Intent with the Sellers on behalf of the Buyers prior to the actual execution of a Buyer-Seller Agreement. Buyers shall have the right to review any Letter of Commitment/Intent before it is executed. Upon the execution of this Agreement and any Letter of Commitment/Intent, the SWC may commit the Buyers to pay some of Sellers' future or past regulatory and administrative costs. In addition, the Letter of Commitment/Intent may commit Buyers to cover certain Sellers' costs in the event of an administrative challenge, litigation, and/or certain Sellers' costs incurred prior to DTYP cancellation. Such payments may be required regardless if a Buyer-Seller agreement is executed and/or if water is ultimately purchased or moved. Funding for these payments will come from the Buyers' \$5 per acre-foot Administrative Deposit. If the Administrative Deposit is insufficient and additional funds are required, as to be determined by SWC, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, in proportion to their participation share of the DYTP at the time of the execution of any Letter of Commitment/Intent.

(B) Buyer-Seller Agreement(s):

(i) Water Purchase: Upon Buyers submitting a Final Request, Buyer must remit an Initial Purchase Deposit to the SWC pursuant to Section 3(D), and the SWC will promptly, but no later than any notification deadline in the Buyer-Seller Agreements, notify the Sellers that the Buyers have submitted a Final Request and

will make payments to the Sellers in accordance with the payment provisions of the Buyer-Seller Agreements. In addition, the Buyers must remit a Final Purchase Deposit to the SWC pursuant to Section 3(D). The payments made by the SWC to the Sellers based on a Buyer's Final Allocated Proportion will not be refundable to the Buyer unless Sellers fail to perform and are required to return the payments based on their failure to perform as specified in the Buyer-Seller Agreements and any Letter of Commitment/Intent.

(ii) Seller Administrative, Regulatory, and Litigation Costs:

(a) If not obliged by an execution of a Letter of Commitment/Intent in Section 5(A), the Buyer-Seller Agreement will likely commit the Buyers to incur some of the Sellers' administrative and regulatory costs in addition to possible litigation and administrative costs associated with an unforeseen administrative challenge and/or litigation against a 2022 DYTP water transfer. Such expenses would be funded using the Buyers' Administrative Deposit described in Section 2(A). If the Administrative Deposit is insufficient and additional funds are required, a sufficient subsequent Administrative Deposit will be paid by Buyers to the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement.

(b) The SWC are authorized to, and shall, disburse from the Administrative Deposit funds necessary to pay the Buyers' share of Sellers' administrative, regulatory, and litigation (if any) costs, including any such costs required by Letters of Commitment/Intent and/or the relevant Buyer-Seller Agreement. Subject to Sections 5(B)(ii)(c) and (d), each Buyer's Administrative Deposit will be debited with a proportionate share of these costs equal to the Final Allocated Proportion of water.

(c) Because the Sellers' administrative, regulatory, and potential litigation costs will be incurred irrespective of whether any of the Buyers ultimately purchase water or whether there is capacity to deliver purchased water, Withdrawn Buyers will be responsible for the payment of the costs specified in 5(B)(ii) proportionate to the Initial Allocated Proportion for

environmental and legal costs associated with the defense of the Program that were initiated prior to the Buyer becoming a Withdrawn Buyer. However, a Withdrawn Buyer's maximum liability for administrative costs shall be limited by its total Administrative Deposit.

(d) In the event that all Buyers withdraw from the Program or no water can ultimately be delivered, the administrative, regulatory, and litigation (if any) cost responsibilities, as required in the Buyer-Seller Agreements and/or the Letter of Commitment/Intent, will be apportioned to all Buyers who executed this Agreement according to the Initial Allocated Proportion at the time of withdrawal or Program termination. In the unlikely event where the resulting payment obligations to the Seller exceed the 2022 DYTP Administrative Deposits, additional Administrative Deposits, assessed in proportion to the participation share at the time of withdrawal or Program termination, will be required.

## **6. SWC'S ADMINISTRATIVE COSTS**

The SWC will be responsible for taking the following actions to facilitate the transfers:

(A) Hold/manage the deposits in a separate interest bearing account for the Buyers' benefit and return to the Buyers their proportionate share of any interest remaining in the account when their duties have ended under this Agreement;

(B) Collect money from Buyers and disburse to Sellers;

(C) Account for money/water and refund any excess deposits made by Buyers;

(D) Administer contract changes, transfer adjustments, and any repayment required due to failure/inability to deliver water; and

(E) Coordinate with DWR on behalf of the Buyers regarding the Storage and Conveyance Agreements, carriage loss calculation, and any DWR administrative fees.

(F) Subject to Section 6(G), each Buyer that receives water from this Program shall pay the SWC a proportionate share of the SWC's actual costs to administer this Agreement equal to its Final Allocated Proportion. When the SWC administrative duties have ended, it will provide the Buyers an accounting for its actual costs. If the SWC's actual administration and administrative costs identified in Section 6 and the Sellers'



costs identified in Section 5(B)(ii) exceed the Administrative Deposits, each Buyer shall pay to the SWC an amount equal to its proportionate share of its Final Allocated Proportion within ten business days of receiving an invoice or notification from the SWC, provided such subsequent payment is consistent with the Buyer-Seller Agreement. If the costs are less than the Administrative Deposits, the SWC shall refund to each Buyer its proportionate share of the remaining Administrative Deposits based on its Final Allocated Proportion. In either case, at the conclusion of the program the SWC will retain a sum of \$2,000 from the combined Administrative Deposits to cover costs associated with typical post-program activities such as answering questions regarding water and cost accounting, preparation for program audits, and documenting the program, including “lessons learned,” which will aid future programs.

(G) Withdrawn Buyers will pay the SWC a proportionate share of the SWC’s actual costs to administer this Agreement and the DYTP incurred prior to becoming a Withdrawn Buyer, designated as the date of written notification to SWC of withdrawal or failure to execute a Buyer-Seller Agreement by the required date (whichever is earlier) based on its Initial Allocated Proportion, or failure to make the required deposit by the due date.

## **7. SWC’s DUTIES AS FISCAL AGENT**

The SWC shall hold and manage the funds deposited by Buyers in a separate interest bearing account in trust for the benefit of the Buyers and shall exercise the same duty of care in managing the Buyers’ account as it exercises in maintaining its own accounts.

## **8. INDEMNITY AND LIABILITY**

(A) As between themselves, the Buyers agree to jointly and severally assume any liability of the SWC resulting from this Agreement in proportion to their respective share of the total amount of Initial Requests. The Buyers agree that the SWC shall incur no liability as a result of the SWC undertaking the work provided for by this Agreement.

(B) The Buyers agree to jointly and severally protect, defend, indemnify, and hold harmless the SWC, including its directors and staff, and any members of the SWC

who are not parties to this Agreement and their respective directors, officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, occurring or in any way incident to, connected with, or arising directly or indirectly out of the Buyers' performance or non-performance under this Agreement.

## **9. AUDIT**

(A) SWC shall be responsible for ensuring the accuracy and propriety of all billings and shall maintain all supporting documentation for the period specified below.

(B) Buyer will have the right to audit SWC's invoices and all supporting documentation for purposes of compliance with this Agreement during the term of this Agreement and for a period of three years following completion of services under this Agreement.

(C) Upon reasonable notice from Buyer, SWC shall cooperate fully with any audit of its billings conducted by Buyer and shall permit access to its books, records, and accounts as may be necessary to conduct such audits.

## **10. TERM OF AGREEMENT**

This Agreement shall be effective until December 31, 2022 or upon the completion of all duties and obligations of the Parties.

## **11. NOTICES**

All notices required by this Agreement to be made in writing can be made by facsimile, e-mail, or signed document via e-mail.

## **12. SIGNATURE BY COUNTERPART**

This Agreement may be signed in counterparts by the Parties and, if executed in counterparts, will be deemed to be the same instrument and valid and binding on a Party as if fully executed all in one copy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

**State Water Contractors**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER** \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to legal form: \_\_\_\_\_ Date: \_\_\_\_\_

**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:** March 7, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Chris Bligh, Facilities Manager  
**VIA:** Adam Ly, Assistant General Manager  
Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 6.4 – APPROVAL TO DECLARE DISTRICT VEHICLES/EQUIPMENT AS SURPLUS PROPERTY. (POTENTIAL REVENUE – FACILITIES MANAGER BLIGH)***

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**Recommendation:**

Staff recommends that the Board declare the following District vehicles/equipment as surplus property:

1. V-03 – 2000 Cat 416C Backhoe
2. V-101 – 2007 Cat 420E Backhoe
3. V-095 – 1971 Hose Reel Trailer
4. Sand Blasting Pot
5. 2 pallets of boxes of obsolete auto/truck parts

**Alternative Options:**

The Board can choose to continue to hold on to the equipment and parts.

**Impact of Taking No Action:**

There will be a continued loss of value.

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 3 – Systems Efficiency.

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

**Background:**

- V-03 – 2000 Cat Backhoe: 2 WD, 5767 hours.
- V-101 – 2007 Cat Backhoe: 7409 hours.
- V-095 – 1971 Hose Reel Trailer: very old and outdated technology.
- Sand blasting pot is in poor condition and has not been needed for many years.
- Pallets of parts for vehicles that are no longer in the fleet.

**Budget:**

This item will result in revenue for the District.

**Supporting Documents:**

None.

**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:** March 7, 2022 **March 14, 2022**

**TO:** BOARD OF DIRECTORS **Board Meeting**

**FROM:** Mrs. Claudia Bolanos, Resource and Analytics Supervisor

**VIA:** Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis LaMoreaux, General Manager

**RE:** ***AGENDA ITEM NO. 6.5 – APPROVAL TO AUTHORIZE THE GENERAL MANAGER TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT WITH GOLDEN SUN ENTERPRISES, INC. FOR PHASE I OF THE WATER CONSERVATION AND EDUCATION GARDEN. (\$66,450.00 – BUDGETED – BUDGET ITEM NO. 20-703 – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS)***

**Recommendation:**

Staff recommends that the Board approve and authorize the General Manager to execute Change Order No. 1 to the contract with Golden Sun Enterprises, Inc.

**Alternative Options:**

There is no alternative option.

**Impact of Taking No Action:**

No action would require the District to remove the arena from the Water Conservation and Education Garden design.

**Background:**

Staff prepared design revisions to accommodate ADA compliance and the shade structure for the Water Conservation and Education Garden’s amphitheater structure. Change Order No. 1 includes the additional labor, materials, and equipment necessary to construct the proper footings for the shade structure and ADA ramps.

<b><u>Summary of Change Orders 20-703</u></b> <b>Water Conservation and Education Garden</b> <b>Summary of Costs</b>	
Items	Cost
Original Contract Amount	\$227,777.00
*Change Order #1	\$66,450.00
Contract Price with Approved Change Orders:	\$294,227.00

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

VIA: Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis LaMoreaux, General Manager

March 7, 2022

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership and Strategic Initiative No. 6 – Customer Care, Advocacy, and Outreach.

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

**Budget:**

This item is under Budget Item No. 20-703.

**Supporting Documents:**

- 20-703 Change Order No. 1
- Golden Sun Enterprises, Inc. Change Order Request dated February 16, 2022.

## CHANGE ORDER NO. 1

DATE OF ISSUANCE	March 7, 2022
EFFECTIVE DATE	Upon Execution
OWNER's Contract No.	Specification No. 20-703
CONTRACTOR:	Golden Sun Enterprises, Inc.
OWNER:	Palmdale Water District
ENGINEER:	Scott Rogers/Jaron Hollida

Contractor is directed to make the following changes in the Contract Documents.

**Description:** Amphitheater Structure for Conservation Garden (Phase 1) (20-703)

**Reason for Change Order:** Additional labor, equipment, and materials due to updated design.

**Attachments:** Contractor's Cost Proposals dated 02/16/2022.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times
<b>\$227,777.00</b>	<b>90 Days</b>
Net Changes from previous Change Orders	Net Changes from previous Change Orders
<b>\$0</b>	<b>0 days</b>
Contract Price prior to this Change Order	Contract Times prior to this Change order
<b>\$227,777.00</b>	<b>90 days</b>
Contract Price prior to this Change Order:	Contract Times prior to this Change order
<b>\$227,777.00</b>	<b>90 days</b>
Net Increase (decrease of this Change Order)	Net Increase (decrease of this Change Order)
<b>\$66,450.00</b>	<b>20 days</b>
Contract Price with all approved Change Orders	Contract Times with all approved Change Orders
<b>\$294,227.00</b>	<b>110 days</b>

RECOMMENDED

APPROVED

ACCEPTED

By: \_\_\_\_\_  
Engineering Manager

By: \_\_\_\_\_  
PWD, General Manager

By: \_\_\_\_\_  
Contractor, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**20-703 Phase 1 Amphitheater Structure for Conservation Garden**

**Bid Summary**

						Change Order					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Quantity	Unit of Measure	Unit Cost	Total	Change Increase/Decrease	Comments
1	Provide the necessary labor, equipment, and materials for grading, demolition and excavation, haul away as necessary to clear debris	1	LS	9377	\$9,377.00						
2	Provide the necessary labor, equipment and material for application of 24" high arena planter wall stepping up at each seating step to match 42" retaining wall	28	LF	400	\$11,200.00	-28	LF	\$400.00	-\$11,200.00	Decrease	Original: 28 LF Revised Plan: 0 LF
3	Provide the necessary labor, equipment and material for 42" retaining wall in	31	LF	600	\$18,600.00	75	LF	\$600.00	\$45,000.00	Increase	Original: 31 LF Revised Plan: 106 LF
4	Provide the necessary labor, equipment and material for 7" high by 48" wide matching concrete steps in arena	25	LF	1000	\$25,000.00	2	EA	\$3,000.00	\$6,000.00	Increase	Original Steps: 4 Revised Plan Steps: 6 By using the original bid unit price, The increase would be 12.5LF*1000=\$12,500. GSE's offer would save the District \$6,500 by switching LF to EA.
5	Provide the necessary labor, equipment and material for arena stage, permanent and permeable, to capture water and allow for reclamation.	152	SF	100	\$15,200.00	-12	SF	\$100.00	-\$1,200.00	Decrease	Original: 152 Sf Revised Plan: 140 LF
6	Provide the necessary labor, equipment and material for 84" walkway around arena with 14" thick edge to match arena	80	LF	300	\$24,000.00	15	LF	\$300.00	\$4,500.00	Increase	Original: 80 LF Revised Plan: 95 LF
7	Provide the necessary labor, equipment and material for two arena seating steps 14" high by 40" wide	88	LF	300	\$26,400.00	12	SF	\$300.00	\$3,600.00	Increase	Original: 88 SF Revised Plan: 100 SF
8	Provide the necessary labor, equipment and material for ADA sidewalk ramps to meet ADA standards.	1	EA	6000	\$6,000.00						
9	Provide the necessary labor, equipment and material for ADA sidewalk ramps to meet ADA standards.	1	EA	4000	\$4,000.00						
10	Provide the necessary labor, equipment and material for the ADA approved seating with signs.	1	LS	5000	\$5,000.00						
11	Provide the necessary labor, equipment and material for the stairs handrail and handrail around the ADA ramp.	1	LS	10000	\$10,000.00	105	LF	\$150.00	\$15,750.00	Increase	Original: 67 LF Revised Plan: 172 LF The revised plan unit price has been changed from LS to LF.
12	Provide the necessary labor, equipment and material 5-foot walkways with pavers with 8-inch wide concrete border, and decomposed granite as shown on the plans.	34	LF	500	\$17,000.00						
13	Provide the necessary labor, equipment and materials for a Hexagon style sunshade for the arena as per Attachment E. Includes necessary building permits for construction.	1	LS	54000	\$54,000.00				\$0.00		
14	Building permit with the City of Palmdale	1	LS	2000	\$2,000.00				\$0.00		
				<b>Total</b>	<b>\$227,777.00</b>				<b>\$62,450.00</b>		

**Additional Items**

Items	Description	Quantity	Unit of Measure	Unit Cost	Total	District Comments
	Construct ADA parking space with sign and stripping	2	EA	\$8,000.00	\$0.00	Delete from bid
	Construct ADA seating handrails and stripping	4	EA	\$1,000.00	\$4,000.00	
	Shade structure columns modification	1	LS	\$3,000.00	\$0.00	Included in original bid, need to coordinate with shade structure
	Subgrade detail per section A-A	1	LS	\$10,000.00	\$0.00	Included in original bid set, see detail on bid set, sheet #
				<b>Total</b>	<b>\$4,000.00</b>	

**Change Order Summary**

Original Bid Amount	\$227,777.00
Changes to Original Bid	\$62,450.00
<b>Additional Items</b>	<b>\$4,000.00</b>
<b>Total Changes</b>	<b>\$66,450.00</b>
<b>Total Contract Price with Changes</b>	<b>\$294,227.00</b>



**PALMDALE WATER DISTRICT  
BOARD MEMORANDUM**

**DATE:** March 7, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Adam Ly, Assistant General Manager  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 22-3 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING THE CURRENT DIVISION MAP FOR THE DISTRICT. (NO BUDGET IMPACT – ASSISTANT GENERAL MANAGER LY/ANDREW WESTALL, PRINCIPAL & OWNER, BEAR DEMOGRAPHICS & RESEARCH)***

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**Recommendation:**

Staff recommends the Board approve Resolution No. 22-3 being a Resolution of the Board of Directors of the Palmdale Water District adopting the Current Division Map for the District.

**Alternative Options:**

The Board of Directors may adopt the Alternative Division Map.

**Impact of Taking No Action:**

Not Applicable.

**Background:**

Staff issued a request for proposals in August 2021, and the Board awarded the contract to Bear Demographics & Research (Bear) on October 25, 2021. Bear started to assimilate the 2020 Census data and provided their preliminary report to staff in December. Staff reviewed the information, and Bear presented at the first of four meetings to the Board on January 10, 2022. The first meeting provided an overview and requirement of the processes. On January 27, the District held a public meeting and presented to the public information about redistricting and visualization of potential map changes. The third public meeting was held on February 14, 2022, and two sets of maps were introduced. The first set is the current division boundaries map since it meets all the requirements. The second set of maps is potential new boundaries that also meets the requirement.

The District has posted the maps on its website, sent out a press release, engaged in social media outreach, and advertised in the A.V. Press. Staff did not receive any comment on the maps. The processes conformed to the requirements of redistricting laws.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Dennis D. LaMoreaux, General Manager

March 7, 2022

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 5 – Regional Leadership and Strategic Initiative No. 6– Customer Care, Advocacy and Outreach.

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

**Budget:**

There is no budget impact.

**Supporting Documents:**

- Resolution No. 22-3 being a Resolution of the Board of Directors of the Palmdale Water District Adopting the Current Division Map for the District
- Bear Demographics & Research presentation “2022 Division Boundaries Final Map Options March 14, 2022”

**RESOLUTION NO. 22-3**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING THE CURRENT DIVISION MAP FOR THE DISTRICT**

WHEREAS, the Palmdale Water District is a California Irrigation District under Division 11 of the California Water Code; and

WHEREAS, Water Code Section 21605(b) provides that the boundaries of an irrigation district must be evaluated and modified, if necessary, after each decennial census by following the requirements of Election Code Section 22000 et seq; and

WHEREAS, the District engaged Bear Demographics & Research to prepare an analysis for the possible reapportionment of the District's boundaries; and

WHEREAS, Bear Demographics & Research presented its analysis, including a series of adjustment options, to the District's Board of Directors on February 14, 2022.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

The Board of Directors of the Palmdale Water District hereby retain the current Division map, attached hereto as Exhibit A and incorporated herein by reference, and elect to keep the reapportionment of the District's boundaries pursuant to the terms and boundaries set forth in the plan.

PASSED AND ADOPTED by the Board of Directors of the Palmdale Water District this 14<sup>th</sup> day of March, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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President, Board of Directors

ATTEST:

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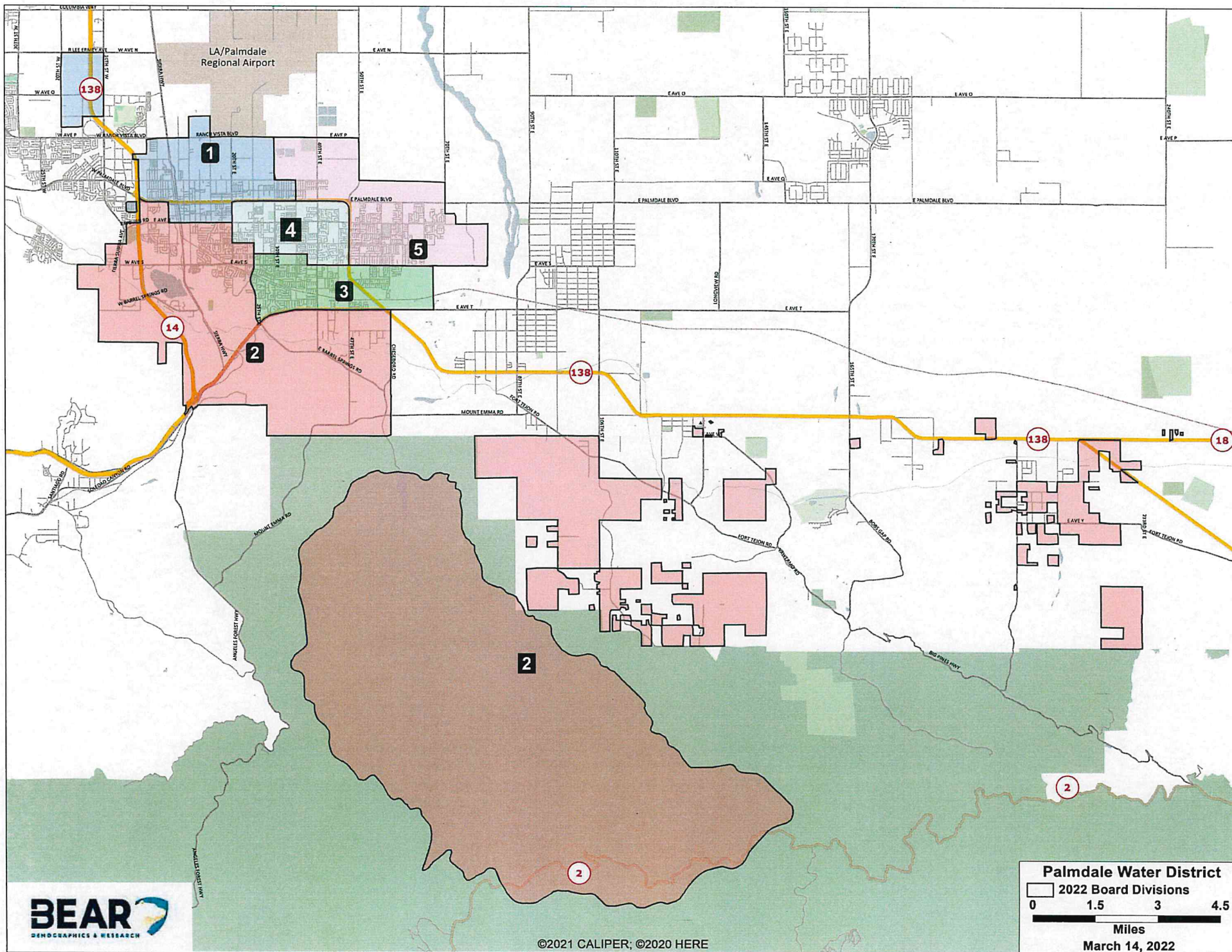
Secretary, Board of Directors

APPROVED AS TO FORM:

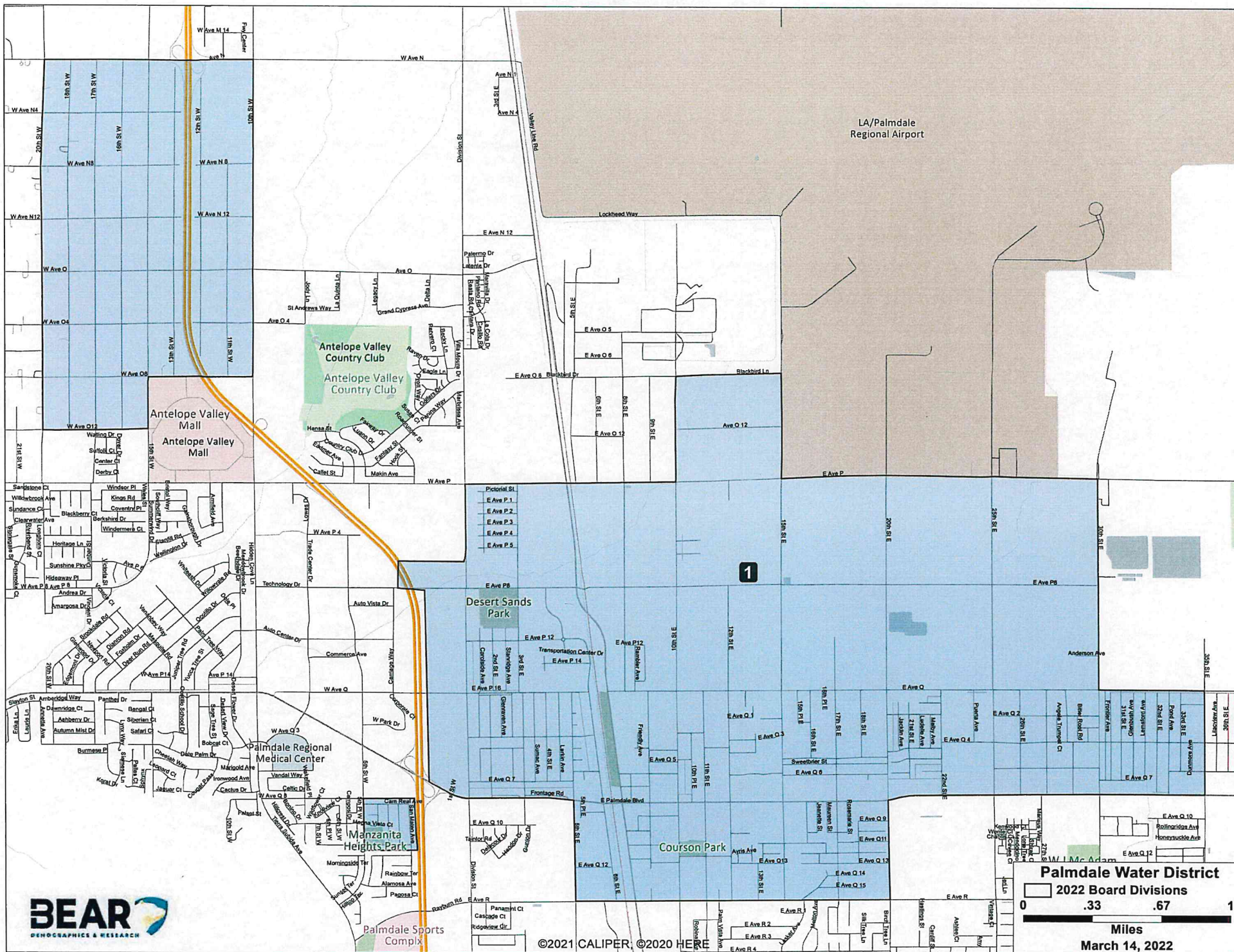
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Aleshire & Wynder, LLP, General Counsel

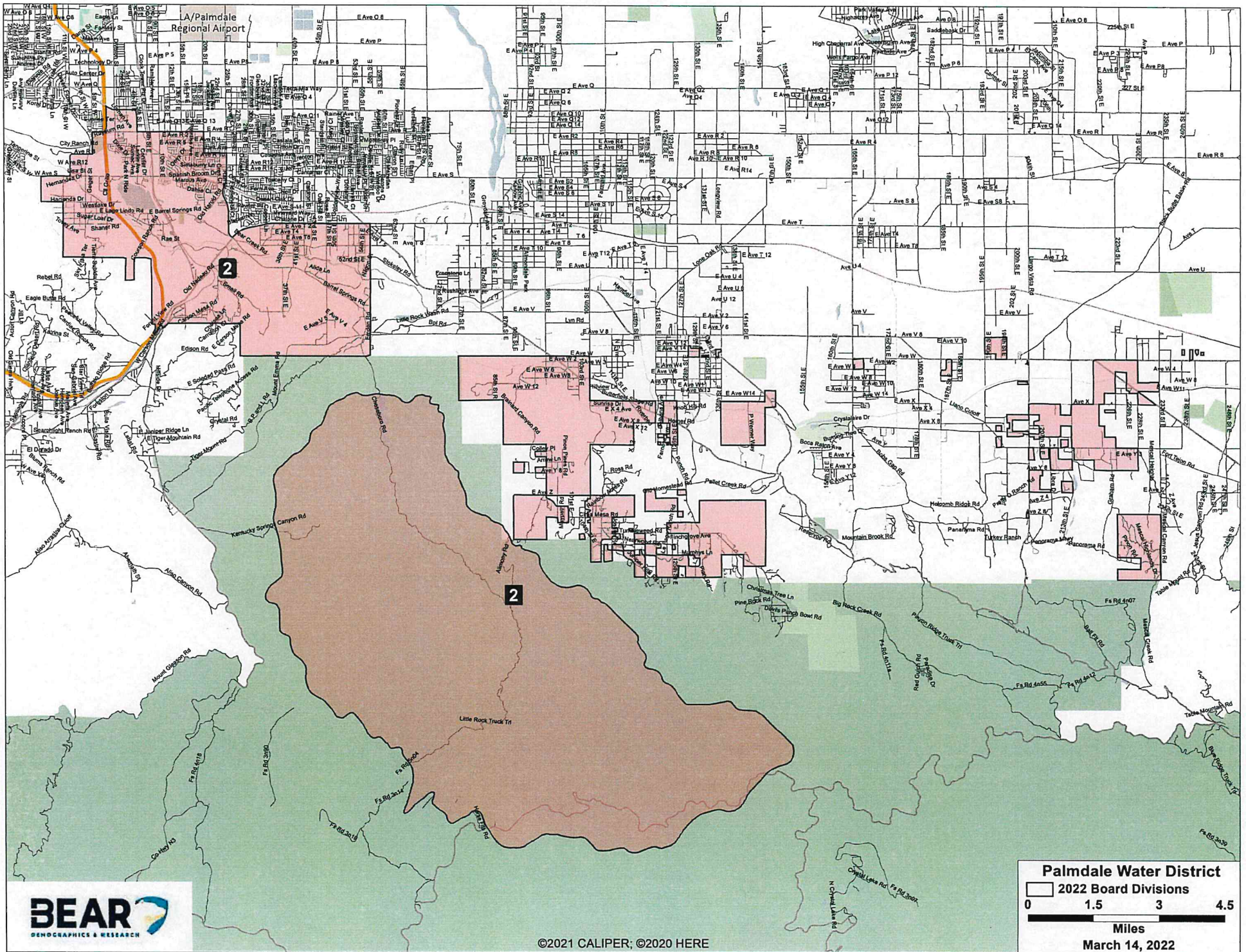
# **EXHIBIT A**



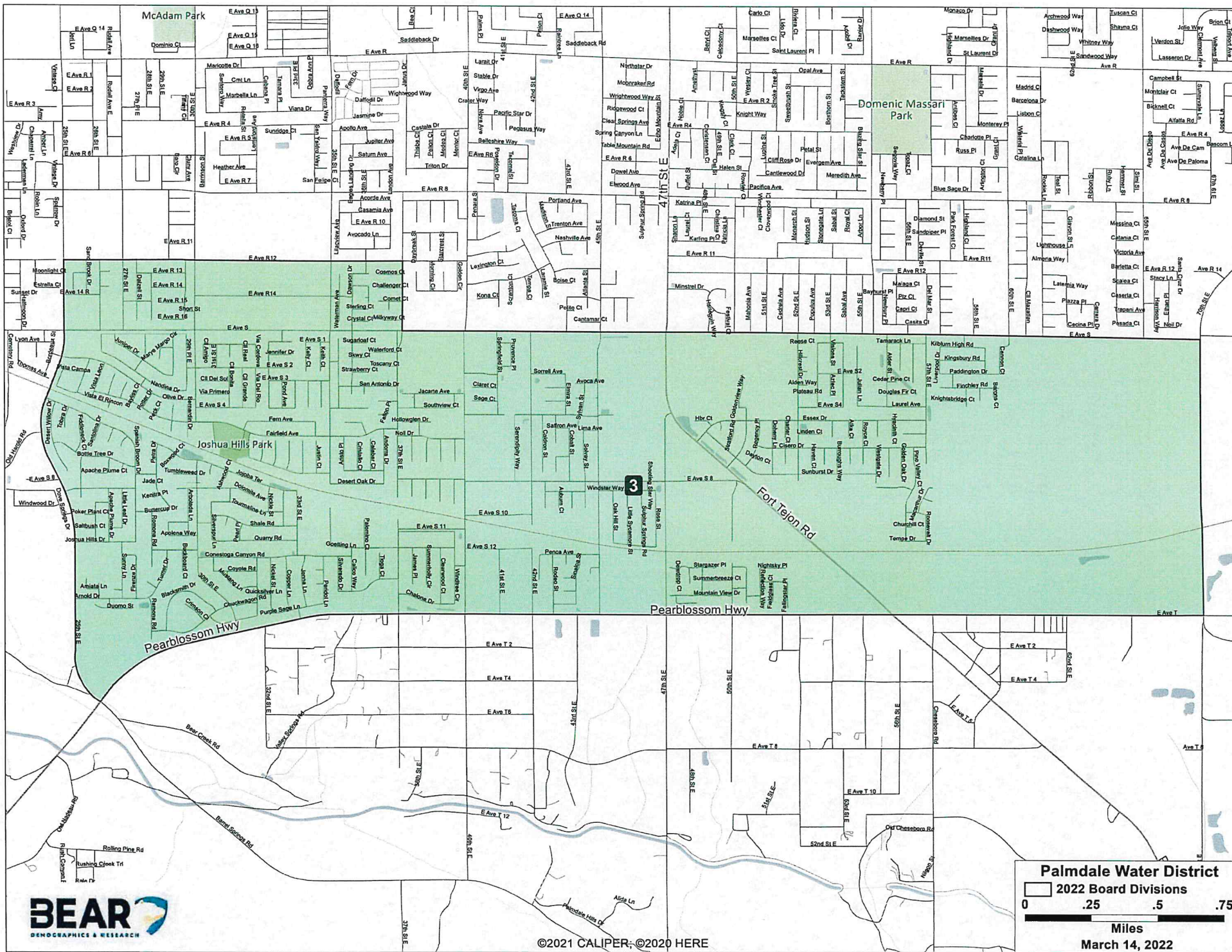




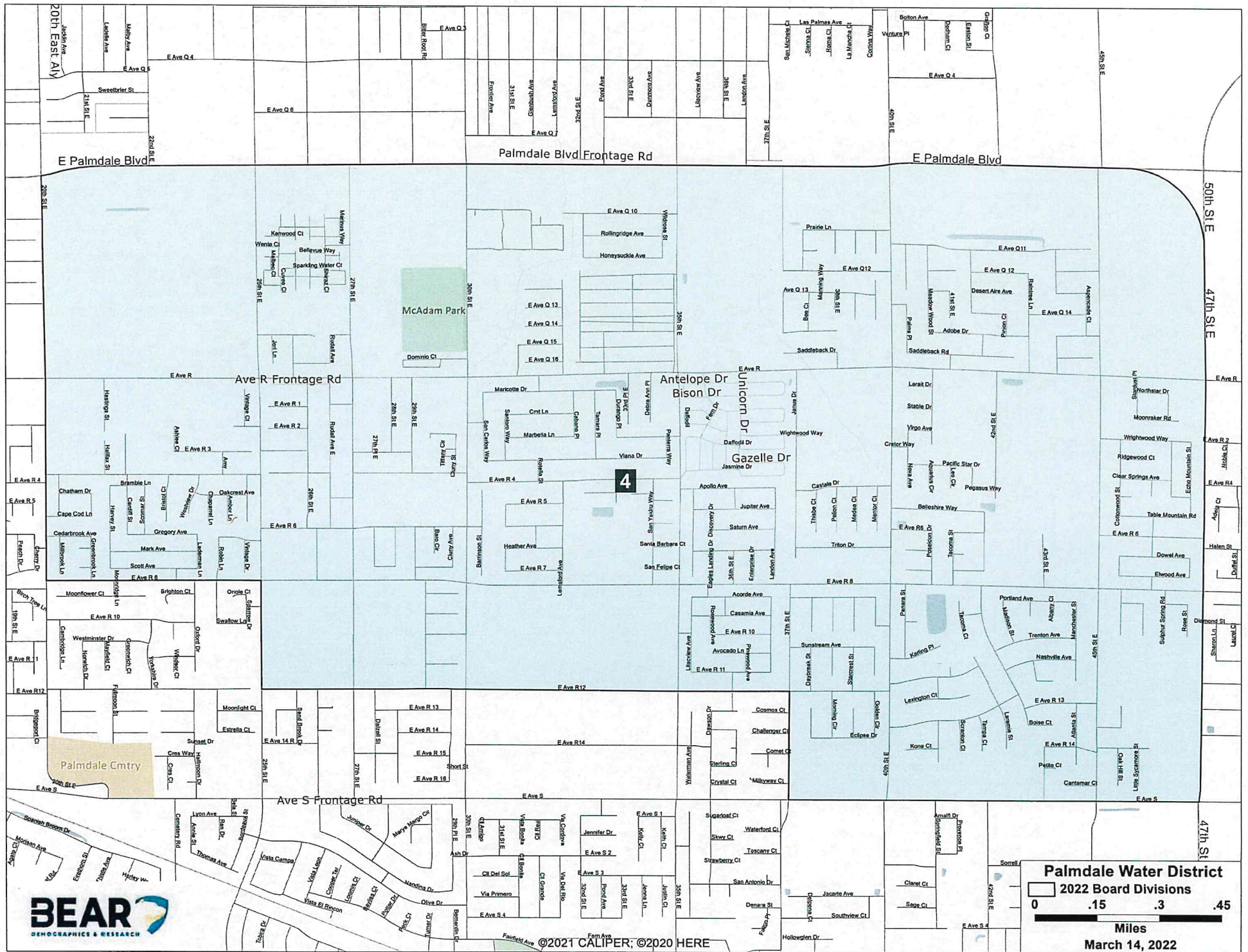




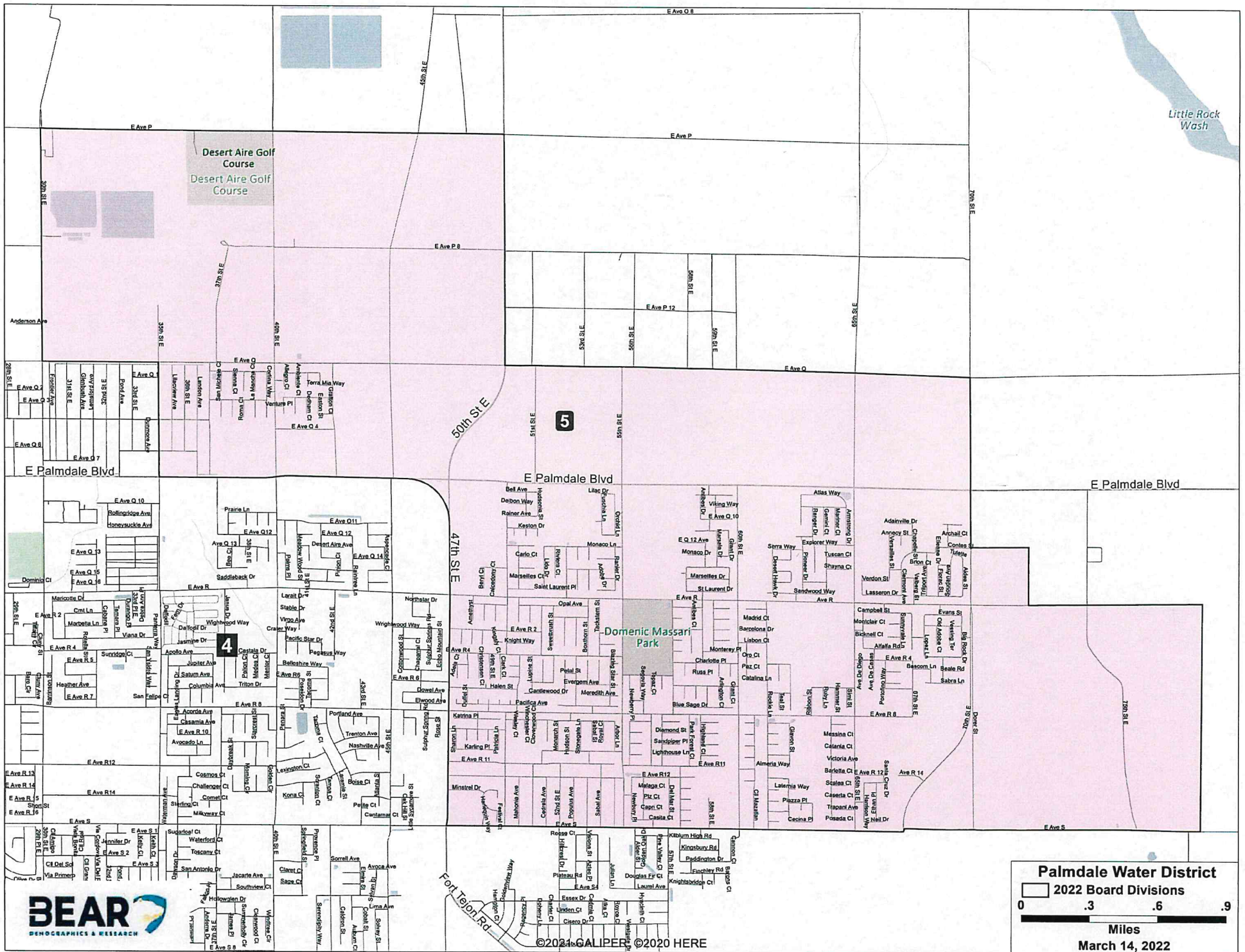














# **BEAR**

**DEMOGRAPHICS & RESEARCH**

**Palmdale Water District**

## **2022 Division Boundaries FINAL MAP OPTIONS**

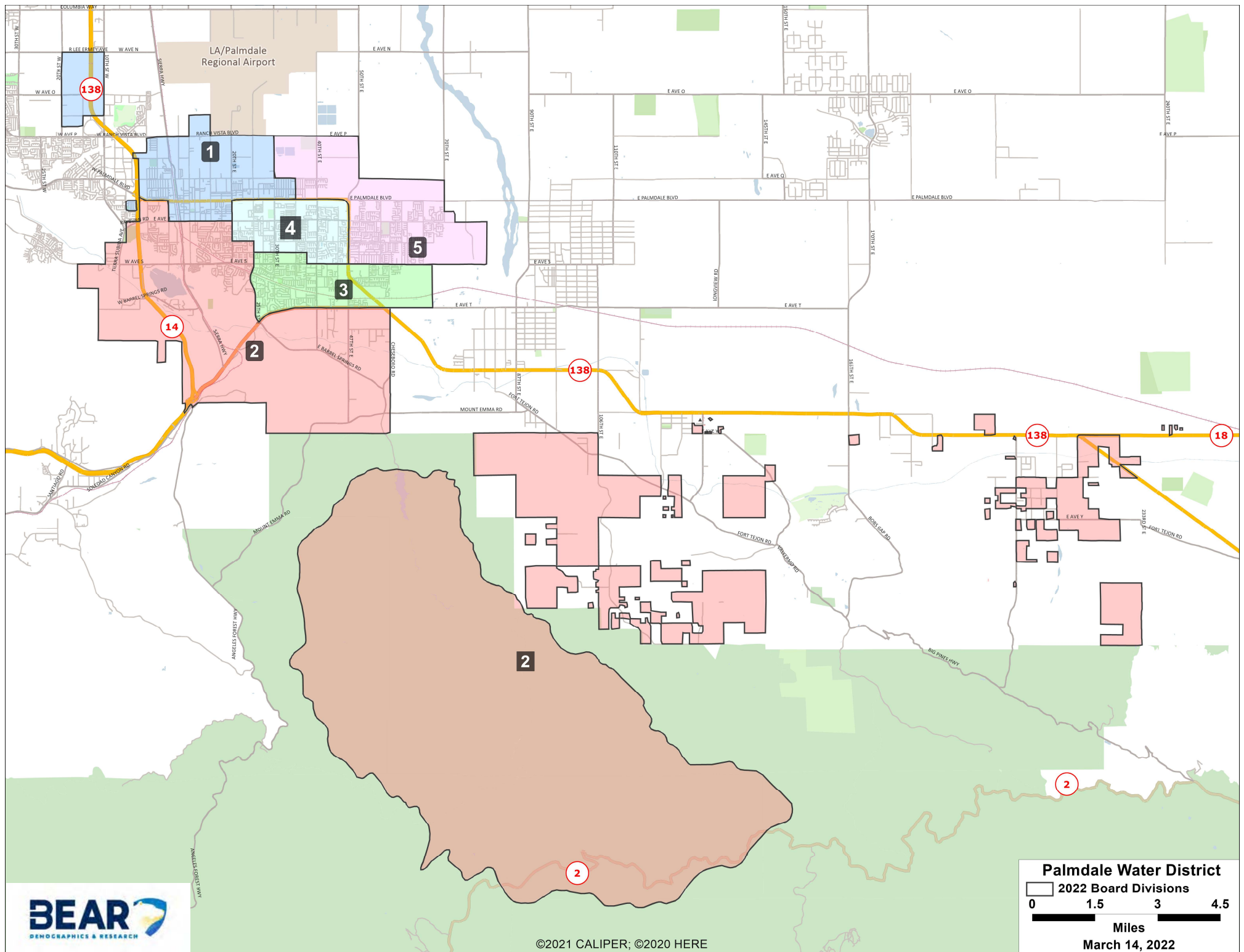
**March 14, 2022**

# **FINAL MAP**

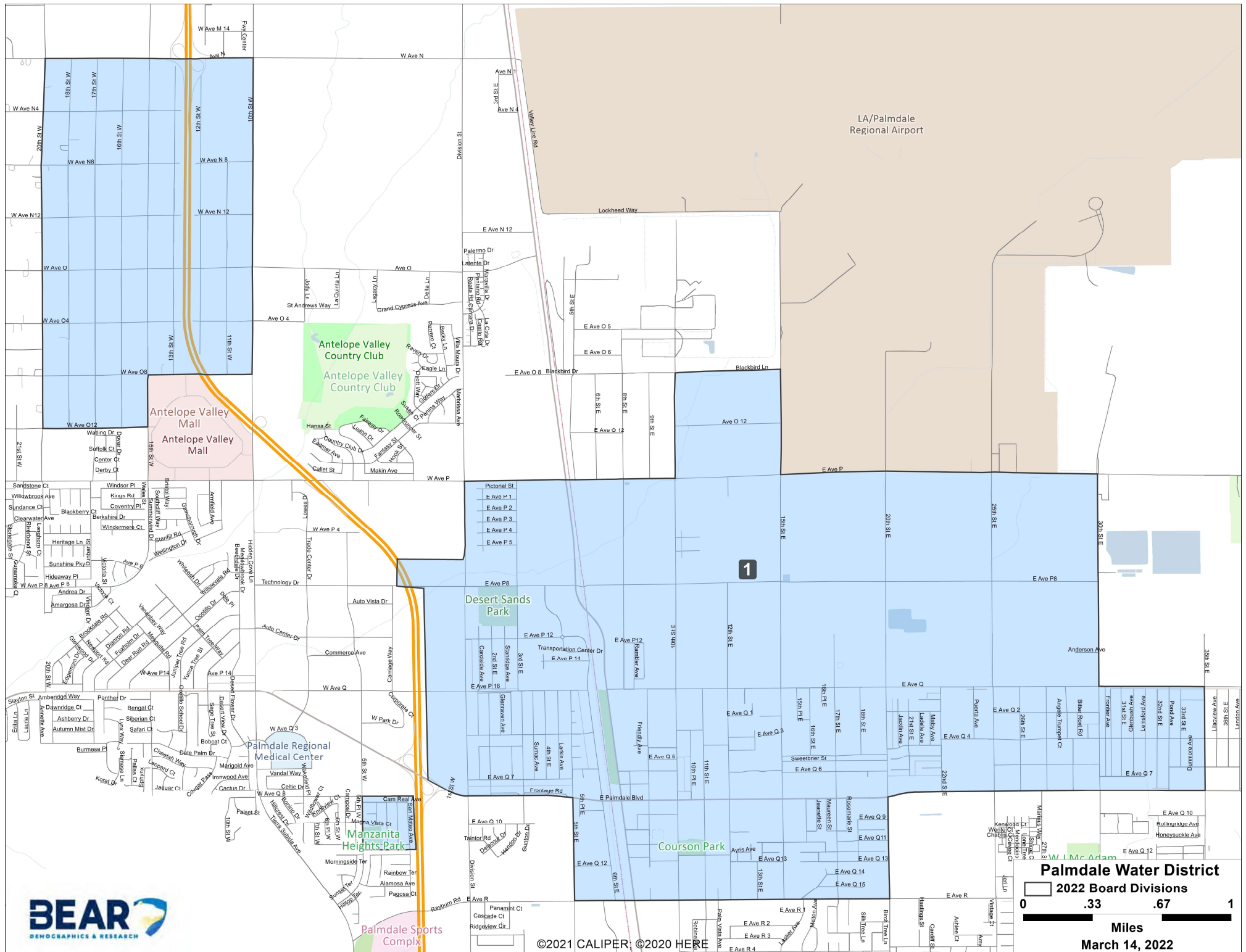
## **OPTION #1**

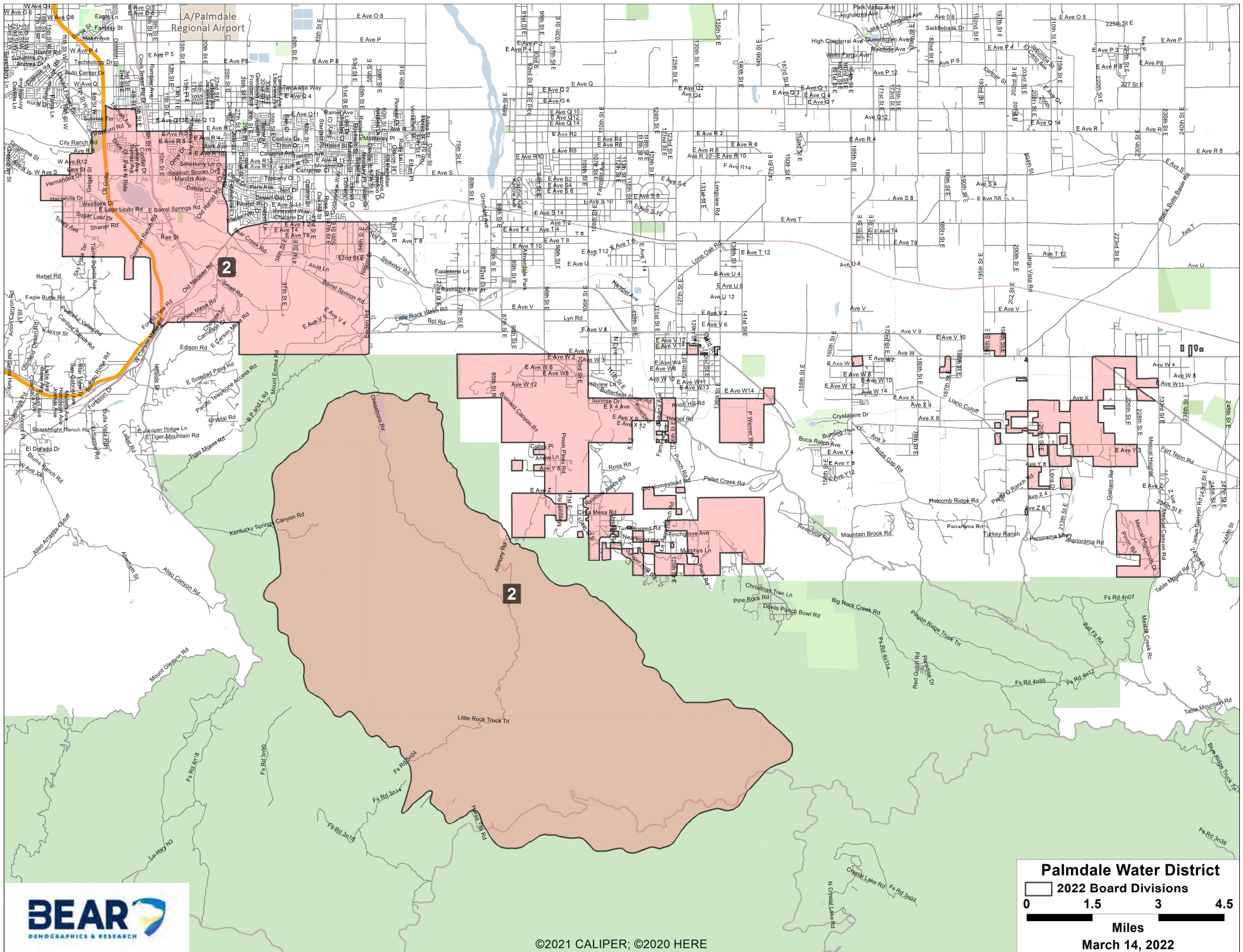
### **CURRENT**

### **DISTRICT MAP**



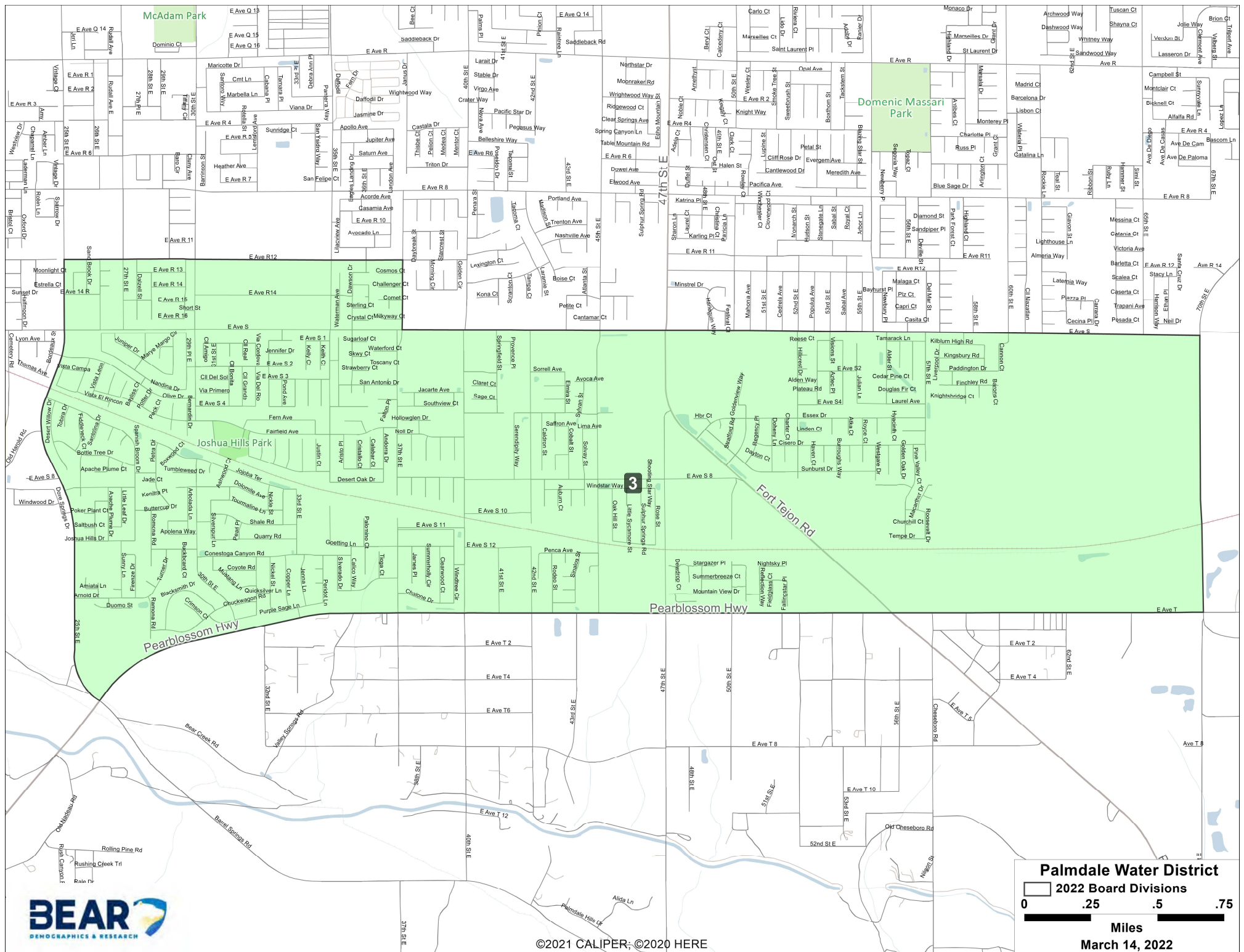






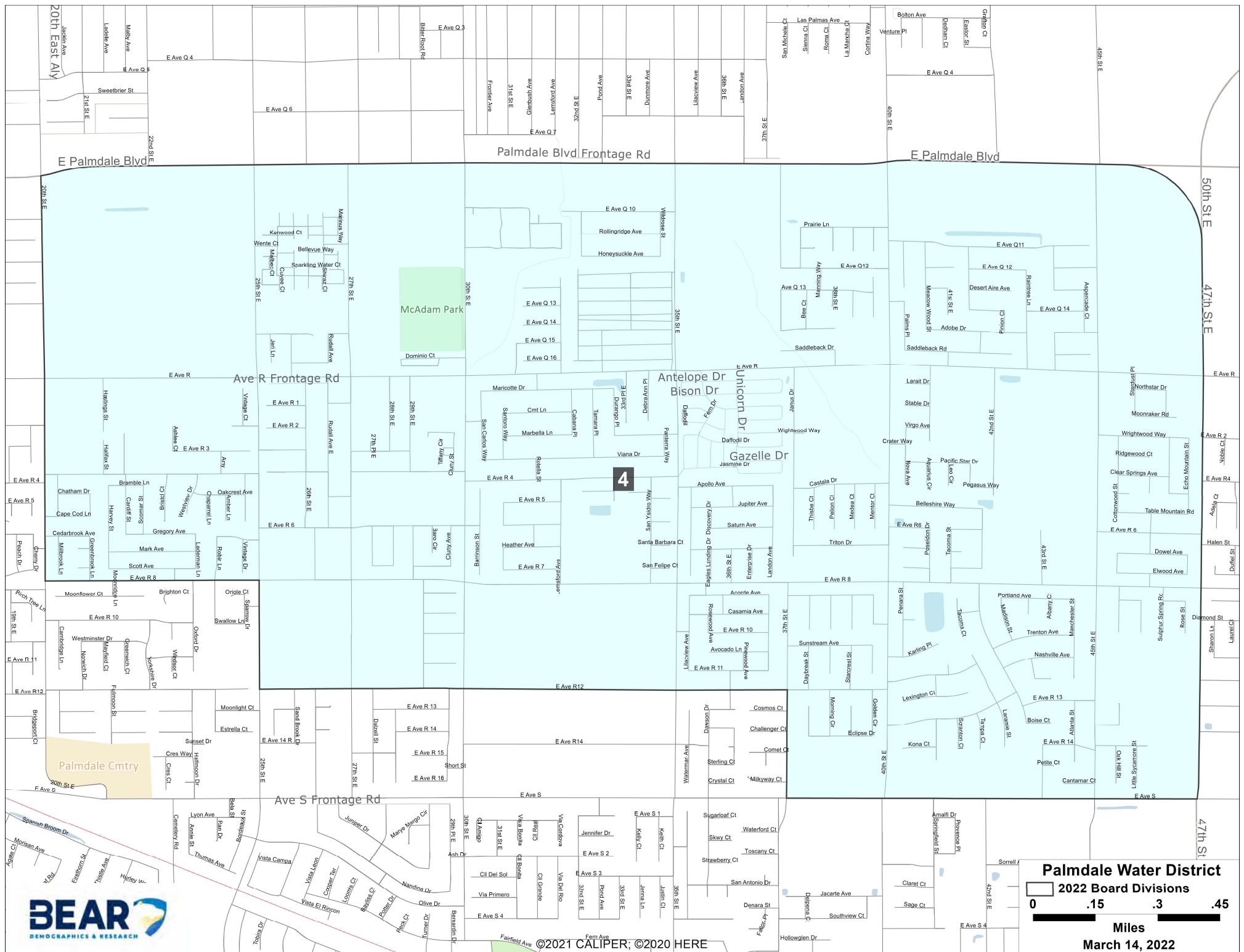
©2021 CALIPER; ©2020 HERE

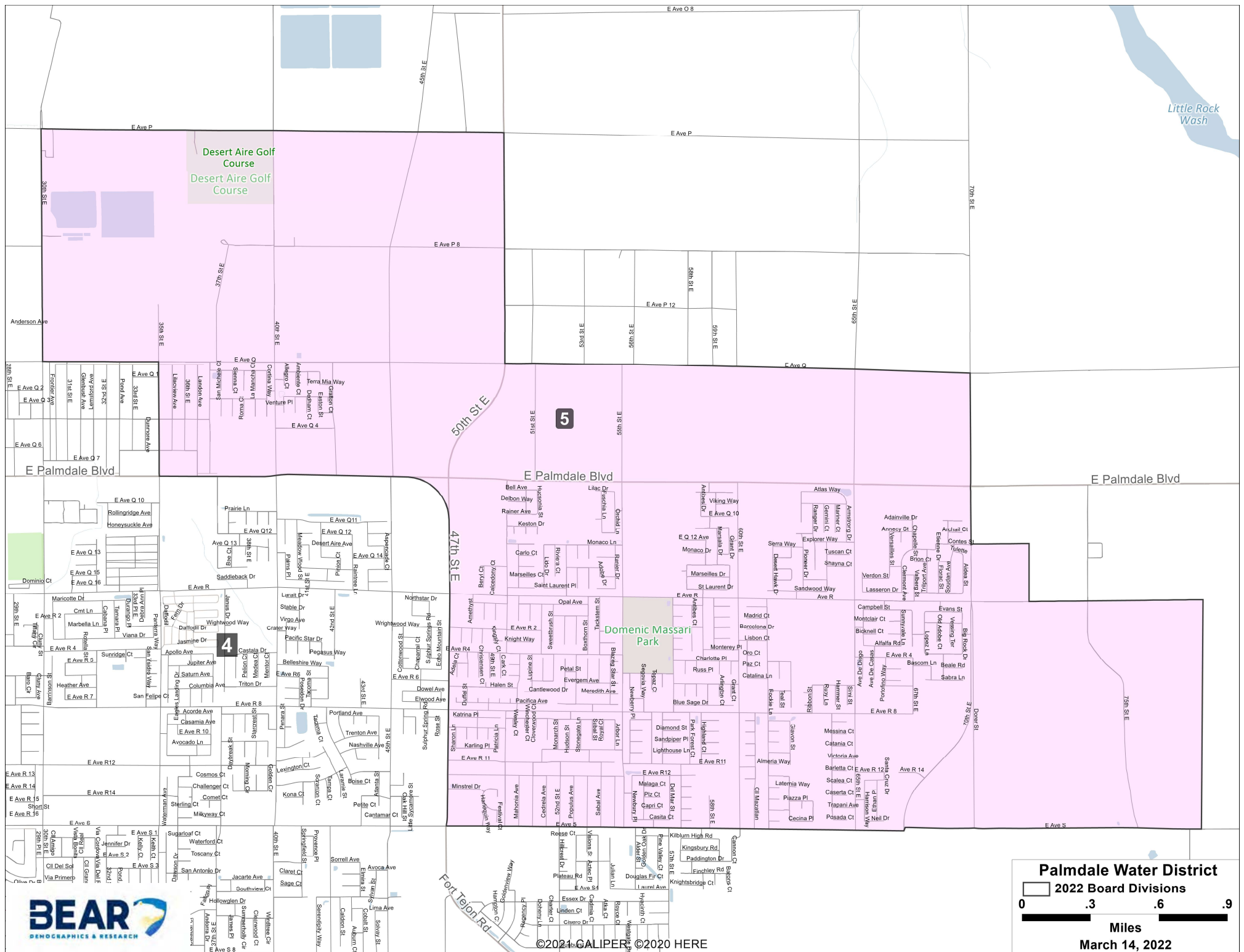




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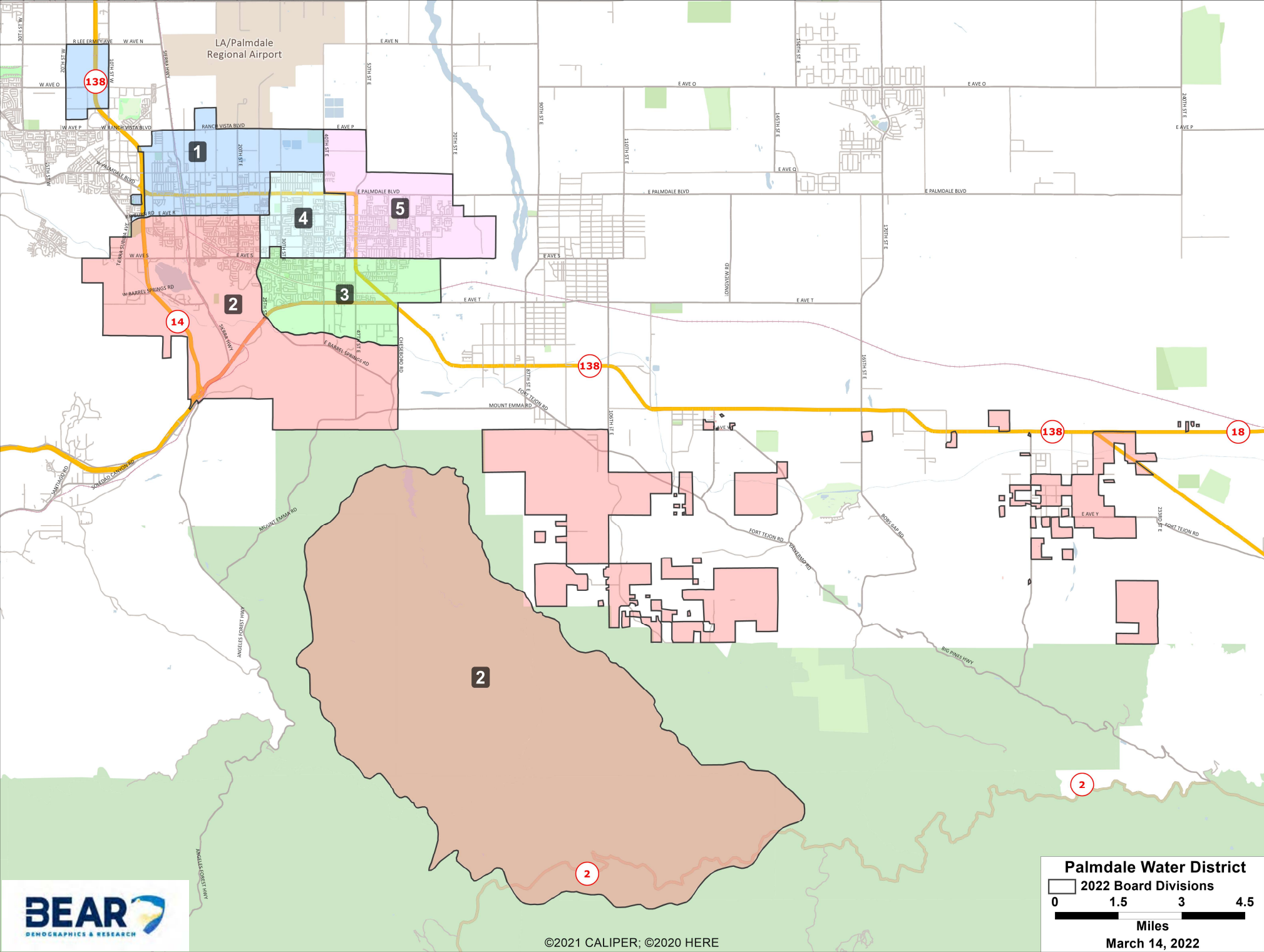


# **FINAL MAP**

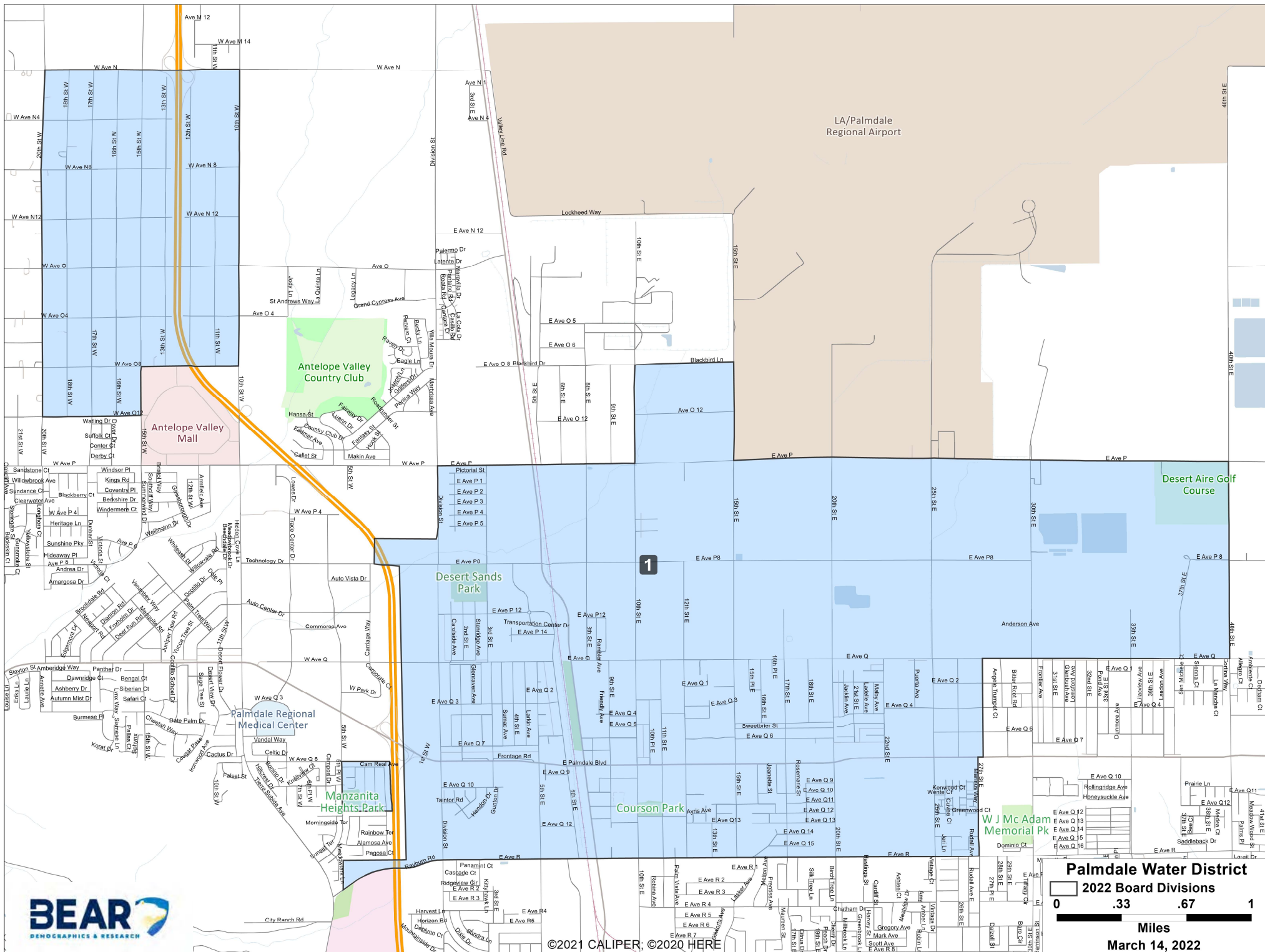
## **OPTION #2**

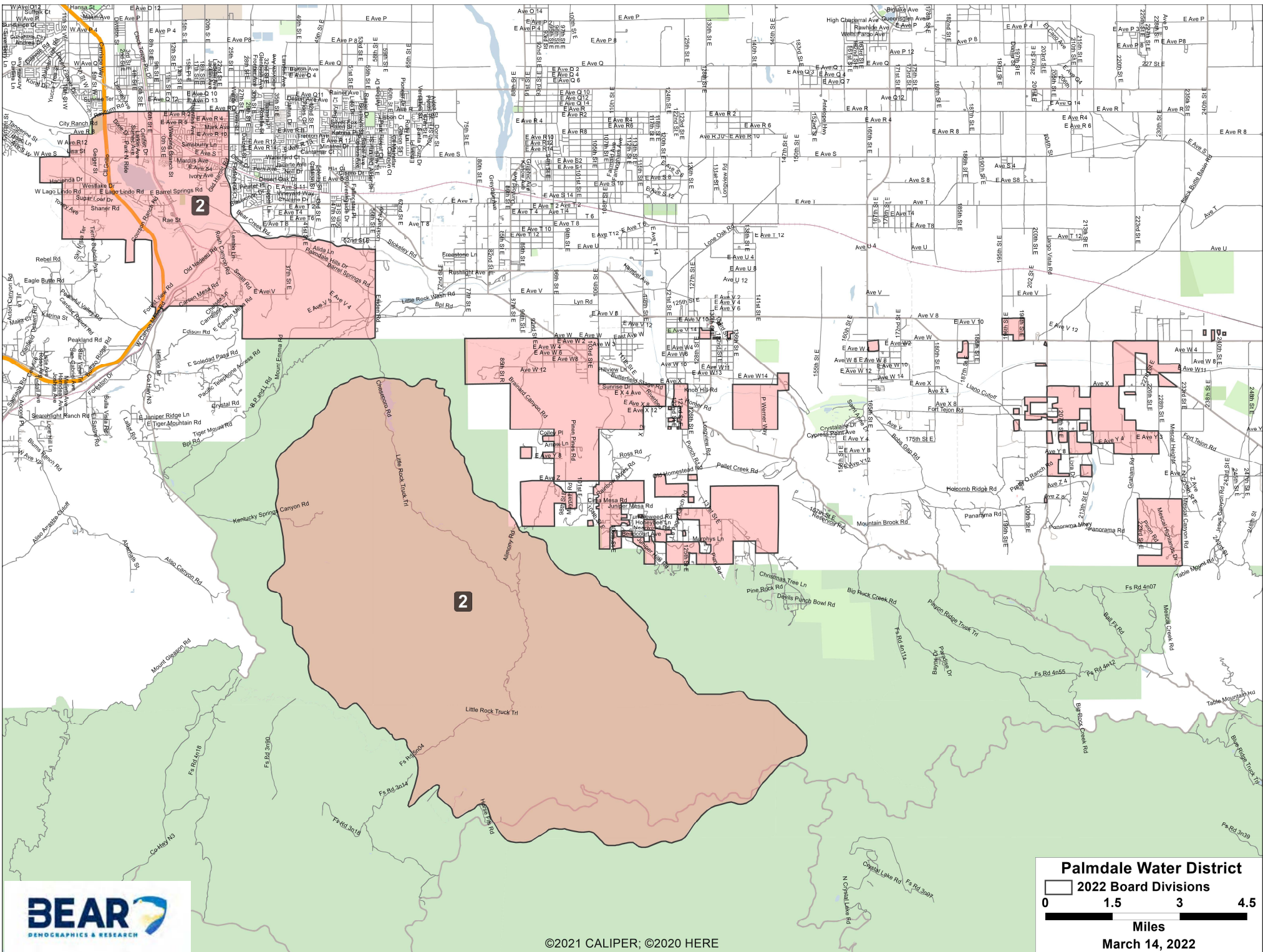
### **ALTERNATIVE**

### **DISTRICT MAP**



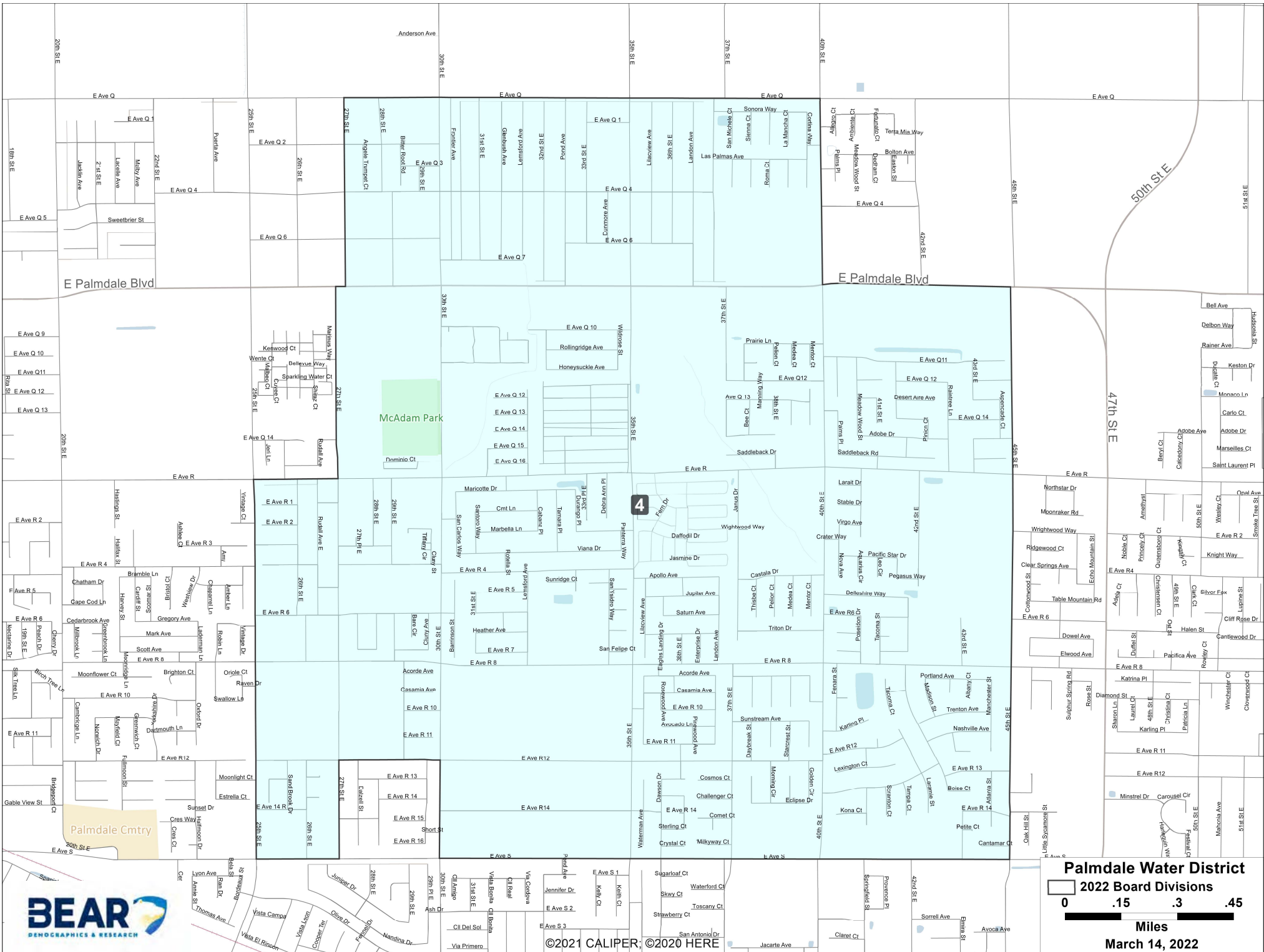




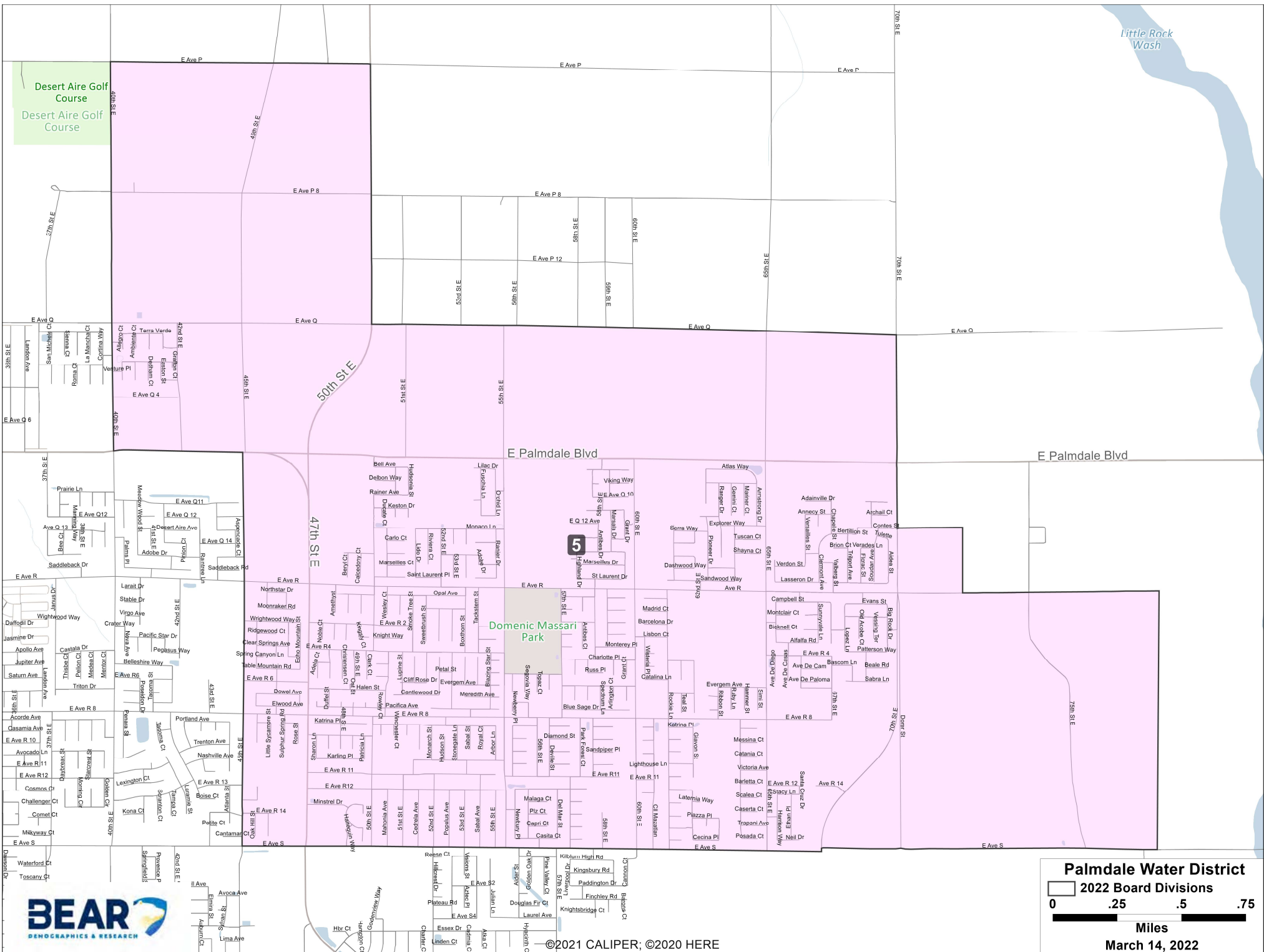












**P A L M D A L E   W A T E R   D I S T R I C T**  
**B O A R D   M E M O R A N D U M**

**DATE:** March 7, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Scott Rogers, Engineering Manager  
**VIA:** Mr. Adam Ly, Assistant General Manager  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION ON APPROVAL OF RESOLUTION NO. 22-4 BEING A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT ADOPTING AN AMENDMENT TO APPENDIX N, INSTALLATION CHARGES FOR SINGLE SERVICE CONNECTIONS, OF THE PALMDALE WATER DISTRICT’S RULES AND REGULATIONS. (NO BUDGET IMPACT – ENGINEERING MANAGER ROGERS)***

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**Recommendation:**

Staff recommends that the Board approve Resolution No. 22-4 Adopting an Amendment to Appendix N, Installation Charges for Single Service Connections, of the Palmdale Water District’s Rules and Regulations.

**Alternative Options:**

Do not amend Appendix N.

**Impact of Taking No Action:**

The District will continue to collect insufficient funds to not provide accurate costs of installation of single service connections.

**Background:**

The District’s fees for installation of single service connections have not been updated since July 1, 2008. When customers request service connections to be performed by the District, the current charges listed in the Rules and Regulations do not meet actual costs.

Engineering and Facilities have worked together to compile the estimated cost of materials, labor, and equipment for various connection sizes to create a typical deposit needed to complete the work. The proposed amendment includes the estimated range of costs and minimum required deposit for each size of service connection.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT

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

March 7, 2022

The costs vary depending on the necessary work (is the roadway paved or dirt), what is the length of the service (major arterial or residential street).

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 2 – Organizational Excellence and No. 3 – Systems Efficiency.

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

**Budget:**

No budget impacts

**Supporting Documents:**

- Redlined Appendix N
- Proposed Appendix N
- Estimated Cost Summaries:
  - 3/4-Inch Service Installation
  - 1-Inch Service Installation
  - 1 ½-Inch Service Installation
  - 2-Inch Service Installation
- Resolution No. 22-4 being a Resolution of the Board of Directors of the Palmdale Water District Adopting an Amendment to Appendix N, Installation Charges for Single Service Connections, of the Palmdale Water District’s Rules and Regulations

~~APPENDIX N~~

~~INSTALLATION CHARGES  
FOR SINGLE SERVICE CONNECTION~~

<u>METER SIZE</u>	<u>CHARGE</u>
<del>3/4"</del>	<del>\$ 2,700.00 Flat</del>
<del>1"</del>	<del>\$ 3,000.00 Flat</del>
<del>1.5"</del>	<del>\$ 3,400.00 Flat</del>
<del>2"</del>	<del>\$ 3,700.00 Flat</del>

Effective July 1, 2008

## APPENDIX N

### INSTALLATION CHARGES FOR SINGLE SERVICE CONNECTION

The District offers to customers the option for District staff to install a single service line and meter for new installations. The costs to install a new service can vary due to a variety of factors like the location of the water main in the street right-of-way versus the location of the meter, the width of the street, paved versus unpaved streets (removal and replacement of existing paved surfaces), removal and replacement of existing sidewalks, existing utility crossings, traffic control, and variability of labor and material costs. The District will take a deposit for the installation based on the estimated cost to install the service based on the factors noted above.

METER SIZE	ESTIMATED RANGE OF COSTS	MINIMUM REQUIRED DEPOSIT
$\frac{3}{4}$ "	\$5,000 to \$8,000	\$8,000
1"	\$6,000 to \$8,500	\$8,500
1.5"	\$7,000 to 9,500	\$9,500
2"	\$8,000 to \$10,000	\$10,000

**Notes: Estimates are based on 2020 material and labor rates.** Subsequent updates to the estimates will modify the costs shown in the table, plus a percentage increase based on the published Construction Cost Index (CCI) from data provided by Engineering-News Record (ENR).

For example, if the new meter of the property is located closer to the water main, in an unpaved street with no sidewalk, the estimated cost could be on the lower portion of the range. However, if the new meter is located on the other side of the street from the water main, the service line requires the removal and replacement of the paved roadway and sidewalk, and the estimated cost would be on the higher range.

The District will bill the new customer the additional amounts for line installations that exceed the required deposit, and these amounts must be paid prior to placing the meter in service.

**Effective March 14, 2022**

**Estimated Cost for Construction of 3/4" Service**

Material	Quantity	Cost	Total Price
3/4" Meter	1	\$ 110.05	\$ 110.05
100W Itron	1	\$ 87.22	\$ 87.22
3/4" Meter Gasket	2	\$ 0.70	\$ 1.40
#37 Conc. Meter Box w/ Cover	1	\$ 35.17	\$ 35.17
6" x 1" D.I. Service Saddle	1	\$ 40.65	\$ 40.65
1" to 3/4" Dielectric Bushing	1	\$ 2.58	\$ 2.58
3/4" Type K Copper @(\$3.88/ft)	60	\$ 3.88	\$ 232.80
3/4" Customer Ball Shut Off Valve	1	\$ 74.86	\$ 74.86
3/4" Corp Stop MIPxComp	1	\$ 57.11	\$ 57.11
3/4" Compression Ball Angle Stop	1	\$ 93.46	\$ 93.46
A-Base (\$14.75/Ton)	2	\$ 14.75	\$ 29.50
Fill Sand (\$8.50/Ton)	1.5	\$ 8.50	\$ 12.75
Cold Mix (\$93.75/Ton)	1	\$ 93.75	\$ 93.75
U-Cart of Concrete Mix for Meter Box	1	\$ 200.00	\$ 200.00
Asphalt Patch Repair (\$11.00/Sqft)	300	\$ 11.00	\$ 3,300.00
Labor (\$150/Hr/Employee (3 Employees)	8	\$ 450.00	\$ 3,600.00
			<b>\$ 7,971.30</b>

**Estimated Cost for Construction of 1" Service**

Material	Quantity	Cost	Total Price
1" Meter	1	\$ 140.71	\$ 140.71
100W Itron	1	\$ 87.22	\$ 87.22
1" Meter Gasket	2	\$ 0.75	\$ 1.50
#37 Conc. Meter Box w/ Cover	1	\$ 53.28	\$ 53.28
6" x 1.5" D.I. Service Saddle	1	\$ 42.28	\$ 42.28
1.5" to 1" Dielectric Bushing	1	\$ 4.26	\$ 4.26
1" Type K Copper @(\$3.88/ft)	60	\$ 4.54	\$ 272.40
1" Customer Ball Shut Off Valve	1	\$ 103.89	\$ 103.89
1" Corp Stop MIPxComp	1	\$ 77.10	\$ 77.10
1" Compression Ball Angle Stop	1	\$ 139.84	\$ 139.84
A-Base (\$14.75/Ton)	2	\$ 14.75	\$ 29.50
Fill Sand (\$8.50/Ton)	1.5	\$ 8.50	\$ 12.75
Cold Mix (\$93.75/Ton)	1	\$ 93.75	\$ 93.75
U-Cart of Concrete Mix for Meter Box	1	\$ 200.00	\$ 200.00
Asphalt Patch Repair (\$11.00/Sqft)	300	\$ 11.00	\$ 3,300.00
Labor (\$150/Hr/Employee (3 Employees)	8	\$ 450.00	\$ 3,600.00
			<b>\$ 8,158.48</b>

**Estimated Cost for Construction of 1.5" Service**

Material	Quantity	Cost	Total Price
1.5" Meter	1	\$ 323.00	\$ 323.00
100W Itron	1	\$ 87.22	\$ 87.22
1.5" Meter Flanges	2	\$ 41.35	\$ 82.70
1.5" Meter Gasket	2	\$ 0.92	\$ 1.84
#66 Conc. Meter Box w/ Cover	1	\$ 68.23	\$ 68.23
6" x 2" D.I. Service Saddle	1	\$ 55.43	\$ 55.43
2" to 1" Dielectric Bushing	1	\$ 6.18	\$ 6.18
1.5" Type K Copper @(\$3.88/ft)	40	\$ 11.81	\$ 472.40
Comp. x Comp. Fitting	1	\$ 72.21	\$ 72.21
1.5" Corp Stop MIPxComp	1	\$ 119.62	\$ 119.62
1.5" 90 Comp. Elbow	1	\$ 103.62	\$ 103.62
1.5" Comp. Angle Stop	1	\$ 241.76	\$ 241.76
Brass Bolts	4	\$ 8.16	\$ 32.64
Brass Nuts	4	\$ 2.88	\$ 11.52
A-Base (\$14.75/Ton)	2	\$ 14.75	\$ 29.50
Fill Sand (\$8.50/Ton)	1.5	\$ 8.50	\$ 12.75
Cold Mix (\$93.75/Ton)	1	\$ 93.75	\$ 93.75
U-Cart of Concrete Mix for Meter Box	1	\$ 200.00	\$ 200.00
Asphalt Patch Repair (\$11.00/Sqft)	300	\$ 11.00	\$ 3,300.00
Labor (\$150/Hr/Employee (3 Employees)	8	\$ 450.00	\$ 3,600.00
			<b>\$ 8,914.37</b>



**Estimated Cost for Construction of 2" Service**

Material	Quantity	Cost	Total Price
2" Meter	1	\$ 342.32	\$ 342.32
100W Itron	1	\$ 87.22	\$ 87.22
2" Meter Flanges	2	\$ 39.14	\$ 78.28
2" Meter Gasket	2	\$ 1.00	\$ 2.00
#66 Conc. Meter Box w/ Cover	1	\$ 68.23	\$ 68.23
6" x 2.5" D.I. Service Saddle	1	\$ 55.43	\$ 55.43
2.5" to 2" Dielectric Bushing	1	\$ 10.08	\$ 10.08
2" Type K Copper @(\$3.88/ft)	40	\$ 15.94	\$ 637.60
Comp. x Comp. Fitting	1	\$ 120.65	\$ 120.65
2" Corp Stop MIPxComp	1	\$ 211.44	\$ 211.44
2" 90 Comp. Elbow	1	\$ 240.67	\$ 240.67
2" Comp. Angle Stop	1	\$ 389.28	\$ 389.28
Brass Bolts	4	\$ 8.16	\$ 32.64
Brass Nuts	4	\$ 2.88	\$ 11.52
A-Base (\$14.75/Ton)	2	\$ 14.75	\$ 29.50
Fill Sand (\$8.50/Ton)	1.5	\$ 8.50	\$ 12.75
Cold Mix (\$93.75/Ton)	1	\$ 93.75	\$ 93.75
U-Cart of Concrete Mix for Meter Box	1	\$ 200.00	\$ 200.00
Asphalt Patch Repair (\$11.00/Sqft)	300	\$ 11.00	\$ 3,300.00
Labor (\$150/Hr/Employee (3 Employees)	8	\$ 450.00	\$ 3,600.00
			<b>\$ 9,523.36</b>

**RESOLUTION NO. 22-4**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE PALMDALE WATER DISTRICT**  
**ADOPTING AN AMENDMENT TO APPENDIX N,**  
**INSTALLATION CHARGES FOR SINGLE SERVICE CONNECTIONS, OF THE PALMDALE WATER**  
**DISTRICT'S RULES AND REGULATIONS**

**WHEREAS,** Appendix N, the Installation Charges for Single Service Connections, was adopted in 2008 via Section 10.05 of the Palmdale Water District's Rules and Regulations; and

**WHEREAS,** the charges for single service connection have not been updated since 2008; and

**WHEREAS,** the District desires to update Appendix N, the Installation Charges for Single Service Connection of the District's Rules and Regulations to reflect the current construction costs for the installation of single service connections.

**NOW THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE PALMDALE WATER DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION 1.** The above recitals are all true and correct and hereby adopted as findings.

**SECTION 2.** Appendix N, as referenced in Section 10.05 of the District's Rules and Regulations, is hereby replaced in its entirety with a new Appendix N, as set forth in Exhibit "A," which establishes a general policy related to charges for the installation of single service connections.

**SECTION 4.** Upon the effective date of this Resolution, adopted herein, the Resolution shall supersede any and all prior resolutions adopted that are in conflict with this Resolution.

**SECTION 5.** If any provision in this Resolution, or the application thereof to any person or circumstances, is for any reason held invalid, the validity of the remainder of this Resolution, or the application of such provisions to other persons or circumstances shall not be affected thereby. The Board of Directors hereby declares that it would have passed this Resolution, and each provision thereof, irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases or the application thereof to any person or circumstance be held invalid.

**SECTION 6.** This Resolution shall become effective upon the date of adoption as set forth herein.

**PASSED, APPROVED AND ADOPTED** on this 14<sup>th</sup> day of March 2022 by the Board of Directors of the Palmdale Water District.

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Gloria Dizmang, President  
Board of Directors  
Palmdale Water District

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Kathy Mac Laren-Gomez, Secretary  
Board of Directors  
Palmdale Water District

APPROVED AS TO FORM:

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Aleshire & Wynder, LLP  
G. Ross Trindle, III, District General Counsel  
01184.0001/664844.1

**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:** March 8, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Peter Thompson II, Resource and Analytics Director  
**VIA:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION ON AUTHORIZATION TO SIGN ADDENDUM #1 TO THE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) FOR THE ANTELOPE VALLEY INTEGRATED REGIONAL WATER MANAGEMENT (AVIRWM) GROUP TO FILE FOR GRANT FUNDING FOR THE WATER CONSERVATION AND EDUCATION GARDEN. (\$25,000.00 – BUDGETED – BUDGET ITEM NO. 1-02-5070-007 – RESOURCE AND ANALYTICS DIRECTOR THOMPSON II)***

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**Recommendation:**

Staff recommends the Board authorize staff to sign Addendum #1 to the MOU for the AVIRWM Group. This Addendum covers cost sharing for grant support for both the preparation of Proposition 1 Round 2 Implementation (Prop1 R2) and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside (DACI) Grant Applications.

**Impact of Taking No Action:**

The District would not seek grant funding at this time for the Water Conservation and Education Garden.

**Background:**

District staff has identified an opportunity to receive grant funding for at least one project under the two grant programs. The Water Conservation and Education Garden is eligible under the DACI program. The deadline for submitting the grant application under this program is April 1<sup>st</sup>.

Antelope Valley State Water Contractors Association (AVSWCA) staff has approved an agreement with Woodard and Curran to provide support for developing and submitting grant applications under both the DACI and Prop1 R2 grant programs. To fairly distribute the costs of the grant support, AVSWCA staff has developed an Addendum to the AVIRWM MOU that specifies that costs for the grant support under the agreement with Woodard and Curran would be split and paid for by the agencies applying for grants. Signing the Addendum is required in order to receive grant application support from Woodard and Curran.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Dennis D. LaMoreaux, General Manager

March 8, 2022

**Strategic Plan Initiative/Mission Statement:**

This work is part of Strategic Initiative 1 – Water Resource Reliability.

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

**Budget:**

The cost for grant application services is estimated at \$25,000 and would be covered under the District’s Consulting budget.

**Supporting Documents:**

- Addendum #1
- Professional Services Agreement with Woodard and Curran

**ADDENDUM #1 TO AMENDED AND RESTATED  
MEMORANDUM OF UNDERSTANDING  
(Antelope Valley Regional Water Management Group Cost Sharing)**

This Addendum to the Amended and Restated Memorandum of Understanding (“**Amended and Restated MOU**”) is entered into as of \_\_\_\_\_, 2022 (the “**Effective Date**”) and is between the Antelope Valley State Water Contractors Association (**Association**) and any parties or stakeholders submitting a grant application (**Project Proponent**) through the Antelope Valley Integrated Regional Water Management Group (**RWMG**).

A. The Amended and Restated MOU was intended to set forth the amount of new funding to be provided by each signatory agency (**Party**) for on-going Region stakeholder meetings, Integrated Regional Water Management Plan (**IRWMP**) project updates, and grant support. Each Party’s contribution was based on its share of expenses under the 2007 MOU.

B. At the RWMG meeting held on January 12<sup>th</sup>, 2022, the Parties and stakeholders were informed of an opportunity to submit grant applications for both the Proposition 1 Round 2 Integrated Regional Water Management Implementation Grant Program (**Prop. 1 Round 2**) and the 2021 Urban and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside (**DACI**).

C. At the RWMG meeting held of January 12<sup>th</sup>, 2022, the Parties and stakeholders were presented with a proposal from Woodard & Curran to the Association to provide assistance in developing and submitting grant applications for the Prop. 1 Round 2 and DACI programs. The parties and stakeholders supported Association developing an agreement with Woodard & Curran based on their submitted proposal and also for developing an addendum to provide cost sharing responsibilities for those parties who become Project Proponents and receive support of their proposal from Woodard & Curran.

1. **Cost Sharing for Grant Support** This Addendum hereby provides a cost sharing allocation for grant support services provided by Woodard & Curran for Project Proponents participating in the Prop. 1 Round 2 and DACI programs as follows:

A. The cost of grant support services for any specific Project Proponent will be the sole responsibility of that Project Proponent.

B. The cost of grant support services will be separate for the DACI and Prop 1 Round 2 programs.

C. In the case of multiple Project Proponents seeking grant support services under the same program, the costs of these services shall be divided among the Project Proponents based on their proportion of applications submitted in each program. For Example, if a Project Proponent submits one of three applications in the DACI program and has no applications in the Prop. 1 Round 2 program, that Project Proponent shall be

responsible for one third of the cost for grant support for the DACI program and shall not be responsible for any share of the costs for the Prop 1 Round 2 program.

2. **Administration of Services**

This addendum affirms and extends the Association's administrative role and responsibilities under the Amended and Restated MOU to cover work performed in support of Project Proponents participating in the Prop. 1 Round 2 and DACI programs.

3. **General Provisions**

A. **Severability:** If any provision of this Addendum is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Addendum shall be given effect to the fullest extent possible.

B. **Authorized Agents:** Each person signing this Amended and Restated MOU represents to have received from their representative governing body the necessary power and authority to bind the entity on behalf of which said person is signing and each of the other Parties can rely on that representation.

C. **Execution:** This Addendum may be executed in counterparts, each counterpart being an integral part of this Addendum.

The Parties are each signing this Addendum #1 to Amended and Restated MOU as of the date set forth opposite the signature below.

DATE: March 14, 2022

AGENCY:  
PALMDALE WATER DISTRICT

By: \_\_\_\_\_  
Print Name: Gloria Dizmang  
Title: President, Board of Directors

ATTEST:

\_\_\_\_\_  
Clerk/Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Agency Counsel

# ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION

## PROFESSIONAL SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 3<sup>rd</sup> day of March 2022, by and between the **Antelope Valley State Water Contractors Association**, (“**Association**”) and **Woodard & Curran, Inc.** an entity with a place of business at 888 South Figueroa, Suite 1700 Los Angeles, CA 90017 (“**Consultant**”). Association and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**.”

### 2. RECITALS.

2.1 Association. A joint power authority created in 1999, with power to contract for services necessary to achieve its purpose.

2.2 Consultant. Consultant desires to perform and assume responsibility for the provision of certain professional services required by the Association on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Engineering and Integrated Regional Water Management Planning** to public clients, is licensed in the State of California, and is familiar with the plans of the Association.

2.3 Project. Association desires to engage Consultant to render such services for the **Preparation of Proposition 1 Round 2 Implementation and Multi-Benefit Drought Relief Grant Program Disadvantaged Community Involvement Program Set Aside Grant Applications** (“**Project**”) as set forth in this Agreement.

### 3. TERMS.

#### 3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the Association all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional engineering consulting services necessary for the Project (“**Services**”) in accordance with the standard of care for the industry. The Services are more particularly described in Attachment “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.



3.1.2 Term. The term of this Agreement shall be from **March 3, 2022** to **December 31, 2023**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines.

### 3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Association retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the Association and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "A" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the Association shall respond to Consultant's submittals in a timely manner. Upon request of the Association, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of the Association.

3.2.4 Substitution of Key Personnel. Consultant has represented to the Association that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the Association. In the event that the Association and Consultant cannot agree as to the substitution of key personnel, the Association shall be entitled to terminate this Agreement. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the Association, or who are determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the Association. The key personnel for performance of this Agreement are as follows: **Brian Dietrick**.

3.2.5 Association's Representative. Association hereby designates **Peter Thompson**, or his or her designee, to act as its representative for the performance of this Agreement ("Association's Representative"). Association Representative shall have the power to act on behalf of the Association for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the Association Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Brian Dietrick** or his or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with the Association's staff in the performance of Services and shall be available to the Association's staff, consultants and other staff at all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the Association, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the Association to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Association, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the Association, Consultant shall be solely responsible for all costs arising

therefrom. Consultant shall defend, indemnify and hold the Association, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure to comply with such laws, rules or regulations.

### 3.2.10 Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence the Services under this Agreement until it has provided evidence satisfactory to the Association that it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Association that the subcontractor has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subcontractors. Consultant shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability*: One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: One Million Dollars (\$1,000,000) per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of One Million Dollars (\$1,000,000) per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Services, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Association to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) The Association, its officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the Services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) The Association, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the Association, its officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the Association, its officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Association, its officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be voided or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Association; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions, except for Workers' Compensation and Professional Liability. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the Association, its officials, officers, employees, agents and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the Association. Consultant

shall guarantee that, at the option of the Association, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Association, its directors, officials, officers, employees, agents and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the Association.

3.2.10.8 Verification of Coverage. Consultant shall furnish the Association with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Association. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by the Association before work commences. The Association reserves the right to require complete, certified copies subject to necessary redactions of all required insurance policies, at any time during performance under this agreement.

3.2.11 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life-saving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.3 Fees and Payments.

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Attachment "A" attached hereto and incorporated herein by reference. The total compensation shall not exceed [**Seventy-three thousand four hundred sixty-eight dollars** ] (\$73,468) without written approval of the Association's General Manager. Extra Work may be authorized, as described below; and if authorized, said Extra Work will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the Association a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing

periods, as appropriate, through the date of the statement. The Association shall, within forty-five (45) days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the Association.

3.3.4 Extra Work. At any time during the term of this Agreement, the Association may order that Consultant perform Extra Work. As used herein, “Extra Work” means any work which is determined by the Association to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant be compensated for Extra Work.

3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Sections 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. **Since** the Services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and **since** the total compensation is One Thousand Dollars (\$1,000) or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Consultant’s principal place of business and at the project site. Consultant shall defend, indemnify and hold the Association, its elected officials, officers, employees, volunteers and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Effective April 1, 2015, if the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

### 3.4 Accounting Records.

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the Association during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.5 General Provisions.

#### 3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The Association may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to the Association, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein and the Association has compensated Consultant as required in 3.5.1.1, the Association may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Association may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

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

**Antelope Valley State Water  
Contractors Association**  
2029 East Avenue Q  
Palmdale, CA 93550  
Attn: Peter Thompson

**Consultant**  
Woodard & Curran  
888 South Figueroa, Suite 1700 Los  
Angeles, CA 90017  
Attn: Brian Dietrick

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the Association to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property



embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, including, without limitation, any Computer Aided Design and Drafting ("CADD") data, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subcontractors to agree in writing that the Association is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the Association. The Association shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the Association's sole risk. Any CADD data delivered to the Association shall not include the professional stamp or signature of an engineer, architect, or any other licensed professional, but shall be followed with a hard copy with such stamp or signature.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and Data either created by or provided to Consultant and marked in writing by the Association as "Confidential", or similar legend, in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of the Association, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the Association's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the Association.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Attorney's Fees. If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify and hold the Association, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner to the extent arising out of, pertaining to, or relating to any negligence, errors or omissions, recklessness, or willful misconduct of Consultant, its

officials, officers, employees, agents, consultants, and contractors arising out of or in connection with the performance of the Consultant's Services, including a reimbursement of reasonable attorneys fees and other related legal costs and expenses. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the Association, its directors, officials, officers, employees, agents, or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the Association, its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Association, its directors, officials officers, employees, agents, or volunteers.

3.5.7 Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties.

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

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 The Association's Right to Employ Other Consultants. The Association reserves right to employ other consultants in connection with this Project.

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

3.5.12 Assignment or Transfer. Neither party shall assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the other party. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subcontractors of Consultant, except as otherwise specified in this Agreement. All references to the Association include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

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

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

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor, has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Association shall have the right to rescind this Agreement without liability.

For the term of this Agreement, no member, officer or employee of the Association, during the term of his or her service with the Association, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

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

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

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

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Association. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.7 The total aggregate liability of the Consultant to Agency for any and all claims whatsoever arising out of the Agreement shall not exceed the total amount of grant money sought by Consultant on behalf of Agency pursuant to this Agreement, now estimated to be the amount of \$2.5 million, provided that the limitation shall not apply to claims exceeding that limit if covered by insurance, subject to the minimum limits of insurance required to be provided by Consultant to Agency hereunder.

ANTELOPE VALLEY STATE WATER  
CONTRACTORS ASSOCIATION

WOODARD & CURRAN

By: \_\_\_\_\_  
PETER THOMPSON  
GENERAL MANAGER

By: \_\_\_\_\_  
BRIAN DIETRICK  
SENIOR PROJECT MANAGER

**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:** March 7, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mrs. Claudia Bolanos, Resource and Analytics Supervisor  
**VIA:** Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION ON THE DEVELOPMENT OF AN ON-LINE WATER CLASS TO BE OFFERED TO CUSTOMERS IN PLACE OF A WASTE OF WATER FINE. (\$10,000 – BUDGETED – BUDGET ITEM NO. 1-07-4190-500 – RESOURCE AND ANALYTICS SUPERVISOR BOLANOS/FORMER DIRECTOR MERINO)***

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**Recommendation:**

Staff recommends that the Board approve the development of an on-line water class for customers in place of a Waste of Water Fine. Customers would learn about Palmdale Water District, the importance of water, and how they can conserve. This class would be offered to customers who were assessed a Waste of Water Fine, and successful completion of the class would result in the waiver of a first level fine. The on-line class would be implemented if we were to move to Mandatory Stage 2 of our Water Shortage Contingency Plan.

**Alternative Option:**

Host water saving tips workshops when possible and give a one-time bill credit of up to \$25 for attending.

**Background:**

The Board of Directors has requested that staff evaluate options for a Conservation and Education Class that could be offered to customers in place of paying a Waste of Water Fine. Staff researched similar programs and did some internal brainstorming to develop a recommendation that would fit well with Palmdale Water District and its Water Use Efficiency Program and staffing.

During a mandatory water shortage contingency stage, staff's workload is increased due to added duties of patrolling and documenting water waste as well as increased messaging and education activities. Consequently, adding in-person classes would be very difficult. The solution that staff recommends is to offer an on-line water class. By making it on-line, customers would be able to take the class when they are available, and it would reach more people without adding significant workload to staff.

BOARD OF DIRECTORS  
PALMDALE WATER DISTRICT  
VIA: Mr. Peter Thompson II, Resource and Analytics Director  
Mr. Dennis D. LaMoreaux, General Manager

March 7, 2022

**Breakdown of estimated costs and staff hours for development:**

**Costs:**

\$2,500 – yearly cost for online web hosting  
\$2,000 – putting together the class and content  
\$5,500 – support

**Staff Hours:**

Water Use Efficiency: 40-80 hours for content development  
IS Staff: 5-10 hours website integration and initial setup  
Finance Staff: 1-5 hours on development of fee waiver procedures for the program

**Strategic Plan Initiative/Mission Statement:**

This item is under Strategic Initiative No. 6 – Customer Care, Advocacy, and Outreach.

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

**Budget:**

Item is budgeted under Budget Item. No 1-07-4190-500 – Education Programs.

**Supporting Documents:**

- None.



**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:** March 8, 2022 **March 14, 2022**  
**TO:** BOARD OF DIRECTORS **Board Meeting**  
**FROM:** Mr. Dennis D. LaMoreaux, General Manager  
**RE:** ***AGENDA ITEM NO. 7.5 – CONSIDERATION AND POSSIBLE ACTION TO CAST THE DISTRICT’S BALLOTS FOR SPECIAL DISTRICT LOCAL AGENCY FORMATION COMMISSION (LAFCO) REPRESENTATIVE AND ALTERNATE REPRESENTATIVE. (NO BUDGET IMPACT – GENERAL MANAGER LaMOREAUX)***

---

The Palmdale Water District is entitled to cast one vote for a Special District Representative and one vote for a Special District Alternate Representative on the Local Agency Formation Commission (LAFCO) for the term expiring in May 2022.

The candidates for Representative are as follows:

- Stephen Appleton, Greater Los Angeles County Vector Control District
- E.G. “Jerry” Gladbach, Santa Clarita Valley Water Agency
- Sharon S. Raghavachary, Crescenta Valley Water District

The candidates for Alternate Representative are as follows:

- Elvin L. Matthews, Foothill Municipal Water District
- Baru Sanchez, Greater Los Angeles County Vector Control District

**Strategic Plan Initiative/Mission Statement:**

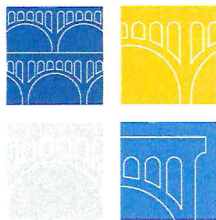
This item is part of Strategic Initiative No. 5 – Regional Leadership.  
This item directly relates to the District’s Mission Statement.

**Budget:**

This item will have no impact on the budget.

**Supporting Documents:**

- Memorandum from Lagerlof LLP
- Special District LAFCO Representative ballot, nomination forms, candidate statements, and letters of support
- Special District LAFCO Alternate Representative ballot, nomination forms, and candidate statements



RECEIVED

FEB 28 2022

**Lagerlof**  
LAWYERS LLP

**MEMORANDUM**

TO: PRESIDING OFFICER OF EACH INDEPENDENT SPECIAL DISTRICT IN  
LOS ANGELES COUNTY

FROM: WILLIAM F. KRUSE

RE: BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE

DATE : February 23, 2022

Enclosed is the Ballot and the supplementary materials submitted for each of the candidates for Special District LAFCO **VOTING MEMBER** and for Special District LAFCO **ALTERNATE MEMBER** for the term expiring in May 2022. Nominations closed as of 5:00 p.m. on February 18, 2022.

Please vote for ONE candidate for **each** of the two positions. The marked ballots should be placed in the envelope marked "Ballot Envelope." Please write the name of your agency and sign your name on the outside of the ballot envelope and return the completed ballots by mail to:

**William F. Kruse, Esq.**  
**Lagerlof, LLP**  
**155 N. Lake Avenue, 11th Floor**  
**Pasadena, CA 91101.**

**No ballot will be counted if it is missing the name of the voting agency and the signature of the Presiding Officer on the ballot envelope.**

The candidates receiving the highest number of votes will be declared the special district **voting member** and **alternate member** to LAFCO.

**Ballots must be returned by 5:00 p.m. on April 22, 2022.**

WFK/bb  
Enclosures

cc: Paul Novak, w/enc.

G:\LAFCO 2022\BALLOT - letter 2022.docx

**Lagerlof LLP**  
155 N Lake Avenue, 11th Flr  
Pasadena, CA 91101

**Lagerlof.com**  
**Email:** wkruse@lagerlof.com

**T:** (626)-793-9400  
**F:** (626)-793-5900

# BALLOT

SPECIAL DISTRICT LAFCO **VOTING MEMBER**

**Please vote for no more than one candidate.**

☐

**STEVEN APPLETON**

Occupation: Board of Trustee Member

Sponsor: Greater Los Angeles County Vector Control District

☐

**E. G. "JERRY" GLADBACH**

Occupation: Water District Director

Sponsor: Santa Clarita Valley Water Agency

☐

**SHARON S. RAGHAVACHARY**

Occupation: Water District Director

Sponsor: Crescenta Valley Water District

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Date: FEBRUARY 18, 2022

Name of Candidate: STEVEN APPLETON

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT is pleased to nominate  
STEVEN APPLETON as a candidate for appointment as special district **voting**  
**member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or  
a member of the board of an independent special district appointed for a fixed term. For your  
consideration, we submit the following additional information together with a resume of the candidate's  
qualifications.

Elective office: BOARD OF TRUSTEE, LOS ANGELES CITY

Agency: GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Type of Agency: SPECIAL DISTRICT

Term Expires: JANUARY 6, 2025

Residence Address: 2825 BENEDICT STREET

LOS ANGELES, CA 90039

Telephone: 310-740-7294

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

(Name of Agency)

By: Mary-Joy Coburn

Its: Mary-Joy Coburn, Communications Director / Board Liaison



Steven Appleton

*A citizen public servant with technical knowledge, interdisciplinary skill and a collaborative approach.*

Mr. Appleton is the past President of the Greater Los Angeles County Vector Control District (2020), where he continues to serve as Trustee for the City of Los Angeles. Appointed in 2011, he has encouraged collaboration among public agencies in the planning of parklands, such as by assuring a place at the table for vector control experts in the design of engineered wetlands. He is a Board Member on the Los Angeles County Second District Consolidated Oversight Board and has served in a variety of capacities on watershed issues, including as a Technical Stakeholder to the yearly “State of the Watershed” report for the Los Angeles Region by the Council on Watershed Health.

Steve balances his role as a citizen public servant with his career in public art and education. He has taught at local institutions, including Otis College of Art and Design, USC, and California State University, Northridge. He recently founded the Water Institute of Science Policy that collaborates with California State University Northridge’s Institute for Sustainability at California and Center for the Geospatial Science and Technology (CGST) in the creation of community service and educational programming.

As a public artist, he has created permanent and temporary public artworks in Los Angeles, Seattle, Denver, Brazil, Denmark, and Finland. Americans for the Arts recognized his work “FaceTime” with a national award in 2007. Most recently, he collaborated with Artichoke Dance Company in a three-day series performances, sculptures and participatory workshops called “Future Currents,” sponsored by the Soraya Performing Arts Center. His public art projects have often included internship opportunities for local youth, such as his Metro Green Line project in Watts.

His seasonal business LA River Kayak Safari, has been the leading vendor of kayaking in the Los Angeles river since 2013, bringing more than 12,000 people on a unique tour of the naturalized section of the river in Elysian Valley. His group has broadened the audience for nature recreation by sponsoring more than 20% of its offerings for at-risk youth and underserved communities. As part of the yearly permitting for this business, Appleton is in dialog with US Army Corp of Engineers and regional Park Authorities.

Appleton received his Bachelor of Arts in Sculpture at the University of California, Santa Cruz and studied for his Master of Fine Arts at University of Southern California. He is a resident of the “Frogtown” district of Los Angeles, where he lives with his wife Agnieszka and son Janis.



NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Santa Clarita Valley Water Agency Board of Directors

Date: February 1, 2022

Name of Candidate: E. G. "Jerry" Gladbach

Santa Clarita Valley Water Agency is pleased to nominate  
Jerry Gladbach as a candidate for appointment as special district **voting member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Division 2 Director

Agency: Santa Clarita Valley Water Agency

Type of Agency: Special Act Water Agency

Term Expires: January 2023

Residence Address: 27491 Hillcrest Place, Valencia, CA 91354

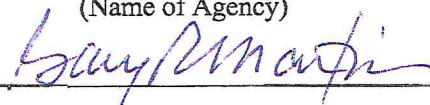
Telephone: (661) 297-2200

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Santa Clarita Valley Water Agency

(Name of Agency)

By:



Its:

President



## **E.G. "Jerry" Gladbach**

27491 Hillcrest Place / Valencia, CA 91354  
Phone: (661) 297-2200 / Email: [ejglad@aol.com](mailto:ejglad@aol.com)



### **EXPERIENCE / COMMITMENT / DEDICATION**

*I would be honored to continue serving you on the Local Agency Formation Commission for Los Angeles County. As Chair of Los Angeles LAFCO I have urged the Commission to become more customer oriented. If reelected I would also be able to continue representing Los Angeles County on the California Association of Local Agency Formation Commissions' Board of Directors, even though I am not a member of the CALAFCO Board. Recognizing that Special Districts are an important segment of government in California, I will represent your concerns at LAFCO for Los Angeles County and CALAFCO.*

#### **LAFCO**

Chair	2006 – present
First Vice-Chair	2005 – 2006
Commissioner	2002 – present
Alternate Commissioner	2001 – 2002

#### **California Association of LAFCOs**

President	2011 – 2012
Vice President	2010 – 2011
Treasurer	2008 – 2010
Secretary	2006 – 2008
Chair, CALAFCO Conference Committee	2008
Member, Board of Directors	2005 – 2013

#### **Association of California Water Agencies (ACWA)**

President	2004 – 2005
Vice President	2002 – 2003
Region Chair	1998 – 2001
Board of Directors	1998 – present

#### **ACWA – Joint Powers Insurance Authority**

President	2010 – present
Executive Committee	2002 – 2003, 2006 – present
Board of Directors	2002 – present

#### **Santa Clarita Valley Water Agency/Castaic Lake Water Agency**

Board of Directors	1985 – present
President	1987 – 1990
Vice President	2021– present
Chair, Public Outreach and Legislative Committee	2021– present
Chair, Water Resources Committee	2003 – 2017
Chair, Finance, Administration, PR Committee	1991 – 2002

**CALAFCO's "Lifetime Achievement" Award 2021**

**CALAFCO's "Outstanding Commissioner" Award 2013**

**Water Education Foundation, Board of Directors 1987 – 2009**

**Member of the Special District Leadership Foundation Task Force that developed the Leadership Series of Classes 2002– 2004**

**Los Angeles Department of Water and Power**

*Leadership in Engineering, Management, Environmental Planning / retired after 35 years*

**Past Member, United States EPA's Groundwater Task Force**

**Provided technical assistance to U.S. Commission on Water Quality**

**Past Member, Advisory Committee, CalPoly State University,  
Civil and Environmental Engineering**

**Professional Engineer, Registered in California**

**Fellow/Life Member, American Society of Civil Engineers**

**Master of Science Degree in Civil Engineering / Water Resources**

#### **PERSONAL**

*Married with 3 children, and 6 grandchildren, I have lived in the Santa Clarita Valley for over 50 years and have been devoted to community service for that entire period.*

RECEIVED

FEB 28 2022



27234 Bouquet Canyon Road, Santa Clarita, CA 91350

(661) 297-1600 | [yourSCVwater.com](http://yourSCVwater.com)

February 23, 2022

Dear Colleague,

As appointments are underway for the Los Angeles Local Agency Formation Commission (LAFCO), it is my honor to request your vote for Jerry Gladbach as a special district voting member. Mr. Gladbach currently serves as Chair of the Los Angeles LAFCO, a position he has held since 2006. His service to LA-LAFCO dates back to 2001 when he was appointed as an alternate commissioner. He is the only current commissioner in the northern portion of L.A. County.

Mr. Gladbach has also served at the state level on the California Association of LAFCOs, including as president in 2011-2012. He was recognized with CALAFCO's Outstanding Commissioner Award in 2013 and Lifetime Achievement Award in 2021.

Outside of LAFCO, Mr. Gladbach's career of public service spans more than 50 years, and you can be sure he brings a commitment to public participation and transparency. Following a 35-year career with the L.A. Department of Water and Power, he was first elected in 1985 to the Board of Directors for the Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency). He currently serves as Vice President of the Board, as well as Chair of the Public Outreach and Legislative Committee.

Mr. Gladbach is also active on several other state and national organizations including a board member of the National Water Resources Association, and President of the Board of the Association of California Water Agencies – Joint Powers Insurance Authority.

These qualifications just scratch the surface of the depth and breadth of Mr. Gladbach's experience and commitment to public service and better governance. Please join me in voting for Jerry as an independent special district voting member of LA-LAFCO.

Sincerely,

Gary Martin  
SCV Water Board President

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **VOTING MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: President James D. Bodnar and Member of the Board of Directors

Date: January 25, 2022

Name of Candidate: Sharon S. Raghavachary

The Board of Directors of the Crescenta Valley Water District is pleased to nominate Sharon S. Raghavachary as a candidate for appointment as special district **voting member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected official or a member of the board of an independent special district appointed for a fixed term. For your consideration, we submit the following additional information together with a resume of the candidate's qualifications.

Elective office: Director of the Board of Directors of

Agency: Crescenta Valley Water District

Type of Agency: Water and Sewer District

Term Expires: December 2024

Residence Address: 2209 Maurice Avenue

La Crescenta, CA 91214

Telephone: 818 541-9071

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Crescenta Valley Water District

(Name of Agency)

By: 

Its: Chairman of the Board of Directors



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## Sharon S. Raghavachary



Director Raghavachary has been active in the La Crescenta Community for 20 years and has a background in accounting and computer systems.

Ms. Raghavachary has been a member of the Crescenta Valley Water District Board of Directors since June of 2019 and served as President in 2021.

Ms. Raghavachary is a founder of the Crescenta Valley Community Association. She served for seven years on the Crescenta Valley Town Council, during which time she was co-chair of the Foothill Design Committee that wrote design standards for Foothill Boulevard and was a member of Supervisor Antonovich's Library Committee. She also served as Council Vice President and Land Use Committee Chair.

Additionally, Director Raghavachary served three years on the Parent Advisory Council for Children's Hospital Los Angeles, providing input for the new hospital tower. She has been a volunteer for the Los Angeles County Sheriff's Department and Treasurer of the Crescenta Valley Arts Council, as well as a Girl Scout troop leader for ten years. For over five years she wrote a featured column for the Glendale News Press and the Crescenta Valley Weekly. She is currently serving her fourth year on the Clark Magnet High School's School Site Council.

Ms. Raghavachary has teenage twins, a boy, and a girl, who attend Clark Magnet High School and Crescenta Valley High School.

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# BALLOT

SPECIAL DISTRICT LAFCO **ALTERNATE MEMBER**

**Please vote for no more than one candidate.**

☐

**MELVIN L. MATTHEWS**

Occupation: Water District Director  
Sponsor: Foothill Municipal Water District

☐

**BARU SANCHEZ**

Occupation: Board of Trustee Member  
Sponsor: Greater Los Angeles County Vector Control District

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Foothill Municipal Water District

Date: 1/27/2022

Name of Candidate: Melvin L. Matthews

Foothill Municipal Water District is pleased to nominate  
Melvin L. Matthews as a candidate for appointment as special district  
**alternate member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected  
official or a member of the board of an independent special district appointed for a fixed term. For your  
consideration, we submit the following additional information together with a resume of the candidate's  
qualifications.

Elective office: FMWD Director, Division 2

Agency: Foothill Municipal Water District

Type of Agency: Special District

Term Expires: 12/6/22

Residence Address: 2121 Glen Springs Road Pasadena, CA 91107-1015

Telephone: Phone: 626-794-4167, Mobile: 626-622-9137

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Foothill Municipal Water District

(Name of Agency)

By: 

Its: Admin. Mgr. & Treasurer





**Meivin L. Matthews**  
2121 Glen Springs Road  
Pasadena, CA 91107-1015  
Phone: 626-794-4167  
Mobile: 626-622-9137  
E-mail: [melmatthews@outlook.com](mailto:melmatthews@outlook.com)

Mel is the general manager of the Kinneloa Irrigation District, a water company serving the Kinneloa Ranch area east of Altadena and portions of the City of Pasadena. He has served in this position for 18 years. Before becoming general manager, he was elected to the Board of Directors of the Kinneloa Irrigation District in 1997 and served as chairman of the board or treasurer for seven years.

Mel is also concurrently serving as a director and vice-president on the board of the Foothill Municipal Water District. FWMD is a member of the Metropolitan Water District of Southern California and provides supplemental imported water to eight local water agencies. He also serves on the finance committee which oversees the financial matters of the district including the preparation of the budget.

Mel is also the Special District Alternate Director on the Board of the Local Agency Formation Commission of Los Angeles County.

Previously, Mel was in the cable television business for 32 years as founder and president of KTS Corporation and later with Charter Communications serving as the director of government and community relations after selling his cable systems to Charter in 1993.

Mel is a graduate of the University of California at Berkeley with a BS in Chemical Engineering. He has also earned a MBA in Operations Management from the Anderson Graduate School of Business at UCLA. He was born in Pasadena and still lives there with his wife, Donna. They have six children and 12 grandchildren.

NOMINATION  
OF  
INDEPENDENT SPECIAL DISTRICT **ALTERNATE MEMBER**  
TO THE  
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Date: FEBRUARY 18, 2022

Name of Candidate: BARU SANCHEZ

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT is pleased to nominate  
BARU SANCHEZ as a candidate for appointment as special district  
**alternate member** to the Los Angeles Local Agency Formation Commission. The nominee is an elected  
official or a member of the board of an independent special district appointed for a fixed term. For your  
consideration, we submit the following additional information together with a resume of the candidate's  
qualifications.

Elective office: BOARD OF TRUSTEE, CUDAHY

Agency: GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

Type of Agency: SPECIAL DISTRICT

Term Expires: JANUARY 2, 2023

Residence Address: 4414 HARTLE AVENUE

CUDAHY, CA 90201

Telephone: 323-203-6306

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT

(Name of Agency)

By: Mary-Joy Coburn  
MARY-JOY COBURN

Its: COMMUNICATIONS DIRECTOR / BOARD LIAISON

# **GREATER LOS ANGELES COUNTY VECTOR CONTROL DISTRICT**

12545 Florence Avenue, Santa Fe Springs, CA 90670

Office (562) 944-9656 | Fax (562) 944-7976

Email: [info@GLAmosquito.org](mailto:info@GLAmosquito.org) | Website: [www.GLAmosquito.org](http://www.GLAmosquito.org)

**For your consideration for the LAFCO Alternate Seat:  
Trustee Baru Sanchez**



Mister Baru Sanchez is a Board of Trustee Member for the Greater Los Angeles County Vector Control District. He began his service in 2015 and has also previously served as the President of the Board from 2018 - 2019.

He is a former Council Member and Mayor for the City of Cudahy from 2013 - 2018.

Trustee Sanchez currently works for a top 20 CPA firm as the IT SOX Manager, and he has been a Certified Public Accountant (CPA) for almost 10 years.

Photo Credit: OC Register

RECEIVED

MAR 08 2022

**REPORTING FORM FOR  
PWD STANDING COMMITTEES AND APPOINTMENTS**

**ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION**

**MEETING DATE: MARCH 03, 2022  
AVSWCA Report  
Report Issued By Commissioner Wilson**

- This was a special meeting to discuss one item and vote to approve a professional services agreement with Woodward & Curran, Inc.
  - Agenda Item NO. 5 – Consideration and possible action on approval of professional services agreement with Woodward & Curran, Inc. for the preparation of proposition 1 Round 2 implementation and multi-benefit Grant Program Disadvantaged Community Involvement Program Set Aside Grant Applications.

Peter Thompson II made a presentation regarding the approval to enter into a consultant agreement with Woodward & Curran, INC for purposes listed above. We were presented with terms of the agreement in a 12 page professional agreement contract starting March 3, 2022 to December 31, 2023.

Included in the packet were a letter from Woodward & Curran to our General Manager Peter Thompson II. The letter outlined Woodward & Curran's Background, Project Team, and was signed by Brian Dietrick, PE, Senior Project Manager.

Attached was a breakdown of Woodward & Curran's Scope of Work and Budget.

After some discussion the motion to approve passed by a unanimous vote and the meeting was adjourned.