

PALMDALE WATER DISTRICT

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Board of Directors

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KATHY MAC LAREN
Division 4

VINCENT DINO
Division 5

April 17, 2014

*Agenda for Regular Meeting
of the Board of Directors of the Palmdale Water District
to be held at the District's office at 2029 East Avenue Q, Palmdale
Wednesday, April 23, 2014
7:00 p.m.*

NOTE: 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.

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. Please call Dawn Deans at 661-947-4111 x1003 for public review of materials.

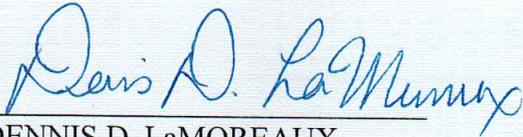
PUBLIC COMMENT GUIDELINES: The prescribed time limit per speaker is three-minutes. Please refrain from public displays or outbursts such as unsolicited applause, comments, or cheering. Any disruptive activities that substantially interfere with the ability of the District to carry out its meeting will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

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.
- 2) Roll Call.
- 3) Adoption of Agenda.
- 4) Public comments for non-agenda items.
- 5) Presentations:
 - 5.1) No presentations scheduled at this time.

- 6) Action Items - Consent 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.)
 - 6.1) Approval of minutes of regular meeting held April 9, 2014.
 - 6.2) Approval of minutes of workshop meeting held April 14, 2014.
 - 6.3) Payment of bills for April 23, 2014.
- 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 proposal(s) received for conducting a Water Rate Study and Outreach. (\$50,000.00 - Budgeted - General Manager LaMoreaux/Finance Committee)
 - 7.2) Consideration and possible action on Special District LAFCO Representative. (General Manager LaMoreaux)
 - 7.3) Consideration and possible action on District participation in ACWA/JPIA Commitment to Excellence Program. (Facilities Manager Moore)
 - 7.4) Consideration and possible action on Internship Program. (Human Resources Manager Emery/Personnel Committee)
 - 7.5) Consideration and possible action on alcohol at annual Employee Memorial Picnic. (Human Resources Manager Emery)
 - 7.6) Consideration and possible action on revised Organization Chart. (General Manager LaMoreaux)
 - 7.7) Consideration and possible action on Board and staff attendance at conferences, seminars, and training sessions as follows: none at this time.
- 8) Information Items:
 - 8.1) Reports of Directors: Meetings/Committee Meetings/General Report.
 - 8.2) Report of General Manager.
 - a) Palmdale Recycled Water Authority status.
 - b) Monthly Department Reports.
 - c) 2014 Water Supply Status.
 - 8.3) Report of Attorney.
- 9) Public comments on closed session agenda matters.
- 10) Closed session under:
 - 10.1) Government Code Section 54956.9(d)(1), pending litigation: *Antelope Valley Ground Water Cases.*

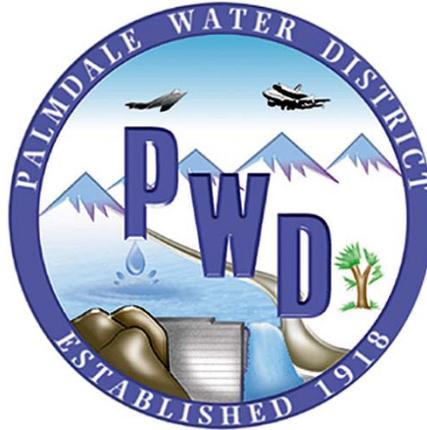
- 10.2) Government Code Section 54956.9(d)(1), pending litigation: *United States, et al. v. J-M Manufacturing Company, Inc., et al., United States District Court for the Central District of California Case No. ED CV06-0055-GW.*
- 10.3) Government Code Section 54956.9(d)(1), pending litigation: *Central Delta Water Agency vs. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561.*
- 10.4) Government Code Section 54956.9(d)(1), pending litigation: *Omar Ramirez v. Palmdale Water District.*
- 11) Public report of any action taken in closed session.
- 12) Board members' requests for future agenda items.
- 13) Adjournment.



DENNIS D. LaMOREAUX,
General Manager

DDL/dd

March 25, 2014



PALMDALE WATER DISTRICT

REQUEST FOR PROPOSALS

FOR

CONSULTING SERVICES FOR

WATER RATE ANALYSIS, WATER RATE STRUCTURE MODIFICATIONS,

AND MULTI-YEAR WATER RATE PLAN

AND/OR

PROPOSITION 218 PROCESS PUBLIC OUTREACH SUPPORT

Proposals Due: April 17, 2014; 5:00 PM

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TABLE OF CONTENTS

- I. Introduction**
- II. Project Descriptions**
- III. Scopes of Work**
- IV. Project Schedule**
- V. Submittal Requirements**
- VI. Selection Process**
- VII. Standard Professional Services Agreement**
- VIII. Special Conditions**
- IX. Questions**

Attachment A: RFP Mailing List

Attachment B: Professional Services Agreement

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**REQUEST FOR PROPOSALS FOR CONSULTING SERVICES FOR
WATER BUDGET RATE STRUCTURE MODIFICATIONS, WATER RATE
ANALYSIS AND MULTI-YEAR RATE PLAN AND/OR PROPOSITION 218
PROCESS PUBLIC OUTREACH SUPPORT**

I. Introduction

Palmdale Water District (District) is seeking proposals from qualified firms to perform a water rate analysis, water budget rate structure modifications, and recommend a multi-year water rate plan. It is also seeking proposals from qualified firms to assist with public outreach during the Proposition 218 process.

The District is a California Irrigation District formed by a vote of the people in 1918 under Division 11 of the California Water Code. Its water system service area is located within the southern Antelope Valley approximately 60 miles north of downtown Los Angeles. The District currently provides potable water to a population of approximately 115,000 people and has approximately 27,600 service connections. The District owns and operates a 35-mgd conventional surface water treatment plant. The current surface water sources are the East Branch of the California Aqueduct as well as local water from Littlerock Reservoir. Currently both surface water sources supply water to Lake Palmdale which acts as a forebay to the water treatment plant. The District also owns and operates groundwater wells. The production ratio within the District is currently 60% surface water and 40% groundwater.

This RFP describes the Project, the required scopes of services, the minimum information that must be included in the Proposal(s), and the selection process. Failure to submit the Proposal(s) in accordance with the procedures outlined may be cause for disqualification. Upon receiving this RFP, please acknowledge receipt by contacting Mr. Dennis LaMoreaux via e-mail (dlamoreaux@palmdalewater.org). Please provide the correct contact information for your firm/team to ensure prompt communication of addenda or notification of other changes. The District contact information is provided at the end of this RFP in Section IX: Questions.

II. Project Description

On May 13, 2009, the Board conducted a hearing in accordance with Proposition 218 and adopted a resolution approving a new water budget rate structure and rate change for 2009 followed by increases of 14% for 2010, 8% for 2011, 8% for 2012, 8% for 2013 and 8% for 2014. The change to the multi-tiered water budget rate structure in 2009 took effect shortly after adoption and resulted in significant rate increases. The water rate structure includes a fixed meter charge and commodity rates that are billed to customers based on the amount of water they

use. Under the water budget rate structure, each customer is allotted a certain amount of water that the customer may use during the billing period. If the customer uses more than the allotted amount, then the customer pays the commodity rate at increasing tiered amounts. Customers are allotted water based on their customer class. Single-family residential customers' allocations are based upon the number of occupants, parcel size, weather (i.e., evapotranspiration) and irrigation-related factors. Multi-family residential and commercial/industrial customers' allocations are based upon a three-year historical average for the month. Irrigation customers' allocations are based upon evapotranspiration and irrigation-related factors.

The 2009 process and implementation of the new water rate structure was viewed negatively by the public at large. Rebuilding the public's confidence in the District has been a high priority since the implementation. Additionally, in 2009 the District of Palmdale (District) filed a lawsuit against the District seeking to prevent the rate increases. In 2012, the District and the District reached a settlement whereby the rate structure was revised to provide for a 10% larger base water allowance for single family residential customers and keeping the 2009 and 2011 (5%) rate increases effective. The District approved increases in water rates of 8% in 2013 and 2% in 2014. An appellate court ruling during the active phase of the District lawsuits resulted in the District modifying tier sizes to be equal, 30% of base allocation, for all classes of customers.

The table below shows the District's water consumption by customer class in 2012 for general information.

WATER CONSUMPTION BY CUSTOMER CLASS (2012, Active Accounts)

<u>Type of Customer</u>	<u>Accounts</u>	Percent of	Volume in	Percent of
		<u>Accounts</u>	<u>Acre Feet</u>	<u>Total</u>
Single Family	24,396	93.7%	15,766	79.6%
Multi-Family	562	2.2	1,689	8.5
Commercial	526	2.0	963	4.9
Industrial	14	0.1	40	0.2
Inst./Government	130	0.5	278	1.4
Landscape	392	1.5	950	4.8
Other	<u>21</u>	<u>0.1</u>	<u>114</u>	<u>0.6</u>
TOTAL:	<u>26,041</u>	<u>100.0%</u>	<u>19,800</u>	<u>100.00%</u>

The background summarized above leads the District to seek proposal(s) for completing an updated, Proposition 218 compliant financial analysis and multi-year water rate plan and support for the outreach effort associated with the process. This RFP is issued to obtain proposals for both aspects of the process. Firms may propose on the aspects separately or together. If different firms are selected by the District, coordinating the efforts will be critical. Proposals focusing on one aspect must address how the coordination will occur.

III. Scopes of Work

Water Rate Analysis and Multi-year Rate Plan Proposal

The 2009 five-year water budget rate plan ended with the 2014 water rate setting. A new Proposition 218 compliant water rate analysis is needed to develop a new five-year water budget rate plan. The analysis should include the following as a minimum:

- 1) Anticipated operations and maintenance costs;
- 2) Infrastructure and asset needs;
- 3) Compliance with existing bond covenants;
- 4) Justification for any recommended difference in tier setting amongst customer classes, and;
- 5) Anticipated future water source costs.

Additionally, the District would like to evaluate whether a modified or new water budget rate plan is necessary or more reasonable given the District's operations, costs and future needs. Factors the District believes will be relevant to such determination include:

- 1) Optimization of the fixed operating cost percentage covered by monthly meter charges;
- 2) Standardization of the monthly meter charge for different sized water meters used to serve single family residential customers;
- 3) A sub-allocation tier and pricing equal to only the indoor allocation for single family residential customers;
- 4) A variance process for single family residential customers to adjust the 50% factor of landscaping versus lot area;
- 5) Historic allocation calculations in multi-family customer class to allow for minimum allocation equal to the indoor allocation;
- 6) An allocation methodology for the commercial/industrial customer class to account for large variances in historical water use;
- 7) A fully functional drought factor to provide funding for short-term, dry-year water market prices;
- 8) The possibility of providing for pass-through costs;
- 9) Use of a five-year running average to annually establish the Water Quality Fee (currently \$0.20 per unit of water), and;
- 10) The current policy of establishing the Elevation Booster Surcharge using a five-year running average of actual costs.

Additional deliverables for the Project are;

- 1) Establish a timeline for completing the analysis report;

- 2) Coordination with the outreach effort, and;
- 3) Provide an easy to use electronic rate model for the District's use in future rate setting.

Proposition 218 Process Public Outreach Support Proposal

The District is looking for a simple, cost effective, creative approach to communicating with and educating its customers. It is important to cover of all facets of a budget-tiered rate structure. However, the District believes considerable focus should be placed on the water rate structure's foundational principals – equitable water budgets that meet customer specific water needs while rewarding efficient water use with lower costs and funding water waste costs through higher priced tiers. The District staff will seek Board approval through the public hearing process in mid-year of 2014 with an anticipated effective date of January 1, 2015.

The selected consultant for this aspect of the Project is expected to take the lead in developing the outreach campaign and all collateral components for the budget-tiered rate structure to be implemented. It is expected that the consultant will coordinate all facets of a strategic outreach campaign specifically tailored to each water use sector (single family, landscape, commercial/industrial, etc...) and track the impact of the outreach campaign. The District's staff will support the effort, but the consultant is expected to facilitate the overall effort. The selected consultant will be required to schedule, coordinate and facilitate all stakeholder meetings; coordinate the development of outreach letters, presentation materials, informational brochures, and informational web content; as well as attend meetings at the District office with senior staff and select meetings of the Board of Directors. The District is looking for a proven expert with specific experience with water budget rates and all current State of California noticing requirements.

The proposal should include specific details and clearly address all of the following tasks:

- 1) Develop the strategic planning forum with the District Management Team;
- 2) Develop a strategic methodology/communication plan to reach customers, stakeholders, and Board Members;
- 3) Develop a multi-faceted campaign including multi-tiered rate structure support materials (website content, presentation materials, posters, informational brochures, etc.) with a strategic timeline based upon the overall Project schedule;
- 4) Assure compliance with Proposition 218 noticing;
- 5) Provide overall Outreach Management:
 - Facilitate trainings and meetings with the District staff
 - Facilitate and record all community and stakeholder meetings
 - Ensure progress of deliverables and schedule.

While this described scope of work is brief, it is intended solely to serve as an example. Consultants are encouraged to reply in any way they deem necessary to show a uniqueness of approach; knowledge of the District service area and customer base; and a complete understanding of the complex issues associated with the continued use of a water budget rate structure. Consultants are further encouraged to describe how they would assist the District in accomplishing a successful customer outreach campaign that paves a favorable perception of the agency out into the future.

IV. Project Schedule

The following dates reflect the anticipated schedule for soliciting proposals, selecting the Consultant, and awarding the contract for the work requested in this RFP:

- March 25, 2014 - Solicit Proposals
- April 17, 2014 - Proposals Due
- Review Proposals
- April 23, 2014 - Award Contract(s)
- June, 2014 – Set Public Hearing
- August, 2014 – Public Hearing (Tentative)
- January 1, 2015 – Implement New Multi-Year Water Budget Rate Plan

The District reserves the right to conduct interviews with the Consultants to help with the selection process.

V. Submittal Requirements

- **Basic Qualifications:** Provide basic data relative to firm's size, history, personnel, special expertise and general credits. Individual resumes, awards, associations, etc., may be included.
- **Specific Qualifications:** List the team expected to accomplish this work. Describe who will perform the various tasks, the amount of their involvement and responsibilities, and give their qualifications. Provide a list of at least (5) projects, with brief descriptions, which show ability to complete projects of this scope.
- **Approach to Project:** Include a statement of your approach to this specific project, including project understanding and scope of work.

- **Past Performance:** Submit reference letters from prior clients or client representatives. Letters from projects listed in “Specific Qualifications” are preferable.
- **Project Fee and Schedule:** Submit a project fee in a not-to-exceed amount as well as a project schedule. Include a cost breakdown with an allocation of hours for the specified tasks.
- **Data Requirements:** Submit the anticipated time frame and data fields needed to complete the scope of work consistent with the submitted proposal.
- **Professional Services Agreement:** Submit two executed copies of the attached Professional Services Agreement with appropriate exhibits.

To assist evaluation, it is desirable to format the proposal similar to the heading listed above. The proposal should be clear and to the point. **Submit 10 hard copies** of the proposal in addition to an electronic copy.

VI. Selection Process

The following areas of evaluation will be used:

AREA OF EVALUATION	TOTAL AVAILABLE POINTS
Experience and qualifications of personnel for Proposition 218 compliant water budget rate analysis and/or outreach	35
Consultant’s approach and compliance with proposal requirements.	25
Consultant’s past record of performance on similar projects, efforts related to project management, cost control, work quality, and schedule conformance.	15
Consultant’s depth of staff resources available for insuring project tasks are completed on time.	15
Other	10
Total =	100

The District reserves the right to reject any or all proposals, and to waive any informality or minor irregularity in any proposal.

VII. Standard Professional Services Agreement

The Consultant selected for the Project shall be expected to execute the Districts' Standard Professional Services Agreement (included as Attachment B). The selected Consultant shall execute the final agreement within five working days from the Notice of Award.

VIII. Special Conditions

- **District's Contractual Rights:** The District reserves the right to cancel, in part or entirely, the Request for Proposals, including but not limited to, selection schedule, submittal date, and submitting requirements.
- **Disclaimer of Right of Contract:** This RFP does not commit the District to award a contract or to defray any costs incurred in the preparation of the Proposal pursuant to this RFP.
- **Costs for Developing Proposal:** Costs for developing proposals are the responsibility of the proposing firms. The District shall not be responsible for any costs associated with the development of proposals.

IX. Questions

Questions regarding this RFP shall be sent to Mr. Dennis LaMoreaux, General Manager via e-mail at dlamoreaux@palmdalewater.org. Questions concerning this RFP and project will only be answered in writing; questions requiring clarifications or additional information will be addressed in an addendum to this RFP.

Dennis D. LaMoreaux
General Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550
p. (661) 456-1017
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dlamoreaux@palmdalewater.org

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ATTACHMENT A
RFP Mailing List

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Mailing List

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F (510) 653-3769
ddove@bartlewells.com

Black & Veatch Corporation
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B & V Management Consulting
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F (213) 312-3399
BuiAT@BV.com

Carollo Engineers
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twest@carollo.com

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F (760) 776-1760
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Katz & Associates
ATTN: Sara M. Katz, President
4250 Executive Square, Suite 670
San Diego, CA 92037
P (858) 452-0031
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skatz@katzandassociates.com

MWH
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Arcadia, CA 91007
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F (626) 568-6101
victor.harris@mwhglobal.com

NBS
ATTN: Greg Clumpner, Director
870 Market Street, Suite 1223
San Francisco, CA 94102
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gclumpner@nbsgov.com

Passantino Andersen
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42225 10th St. West, Suite A
Lancaster, CA 93534
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F (661) 793-6627
dave@passantinoandersen.com

Raftelis Financial Consultants
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201 South Lake Blvd., Suite 803
Pasadena, CA 91101
P (626) 583-1894
F (626) 583-1411
spardiwala@raftelis.com

The Wolcott Company
ATTN: Denis Wolcott
6475 E. Pacific Coast Hwy., #467
Long Beach, CA 90803
P (213) 200-1563
Denis@thewolcottcompany.com

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ATTACHMENT B

Sample Agreement

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PROFESSIONAL SERVICES AGREEMENT

between

PALMDALE WATER DISTRICT

and

for the

This PROFESSIONAL SERVICES AGREEMENT, hereinafter referred to as "Agreement," is made and entered into this _____ day of _____, _____, by and between Palmdale Water District, a public corporation organized and existing under the provisions of the California Water Code, hereinafter referred to as "District," and _____, a _____ [INSERT TYPE OF ENTITY, e.g., California corporation], hereinafter referred to as "Consultant."

Whereas, the District requires professional _____ and _____ services in conjunction with _____.

Whereas, the Consultant has demonstrated expertise in various aspects of _____ and _____ and is qualified to provide the professional services required by District.

Whereas, the District and Consultant desire to enter into a contract for the provision of professional services for the _____ as delineated in the Scope of Work attached hereto as Exhibit A, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the promises and covenants hereinafter contained, it is mutually agreed as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

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

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

2.0 COMPENSATION

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

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid _____.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. _____ is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The District's District Manager is hereby designated as being the representative of the District authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The District may designate another Contract Officer by providing written notice to Consultant.

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

3.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on Exhibit "A". Consultant shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

- (a.) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its

vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

- (b.) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.
- (c.) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.
- (d.) Professional Liability or Error and Omissions Insurance. A policy of _____ insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the District.

All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, officials, employees, agents, representatives, and volunteers, and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention in order to assure coverage as an "additional insured." All of said policies of insurance shall be endorsed to:

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Senior Risk Management Analyst of the District due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

- (a.) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless District and the District's

Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

- (b.) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District and District's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until _____.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the District, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and District shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

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

6.2 Non-Liability of District Officers and Employees. No officer or employee of the District shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the District shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the District's execution of this Agreement, Consultant shall provide the District with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the District, to the District's General Manager and to the attention of the Contract Officer, Palmdale Water District, 2029 E. Avenue Q Street, Palmdale, California 93550, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

6.6 Integration Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

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

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

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

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is

formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

Consultant shall procure, at its expense, all permits required by governmental authorities and shall comply with all applicable local, state and federal regulations and statutes including Cal-OSHA requirements.

6.12 Prevailing Wages. Consultant shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Consultant shall forfeit as a penalty to the District, a penalty in such amount as the Labor Commissioner shall determine for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under this Agreement by them or by any sub-consultant under them in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Consultant.

6.13 Ownership of Documents. District will make available to Consultant such materials from its files as may be required by Consultant to perform these services. Such materials shall remain the property of the District while in Consultant’s possession. Upon termination of the Agreement or completion of work under the Agreement, Consultant shall turn over to the District any District property or materials in its possession and any calculations, notes, reports, electronic files or other materials prepared by Consultant in the performance of these services.

District may utilize any material prepared or work performed by Consultant in any manner, which District deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes or corrections made by District

or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

Consultant shall not make public information releases or otherwise publish any information obtained or produced by it as a result of, or in connection with, the performance of services under the Agreement without prior written consent of the District.

Consultant shall not publish or use any advertising, sales promotion or publicity in matters relating to services, equipment, products, reports, and material furnished by Consultant in which District's name is used or its identity is implied without prior written approval by the District.

6.14 Jurisdiction and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. The parties hereto do hereby consent to the jurisdiction of the Superior Court of California, Los Angeles County, or the United States District Court for the Central District of California in the event any dispute arises in conjunction herewith.

6.15 Authority. The signatories to this Agreement represent that they have the authority to execute this Agreement.

The parties hereto have caused this Agreement to be duly executed by its authorized officers.

Date: _____

Date: _____

Consultant's Authorized Initials _____

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

PALMDALE WATER DISTRICT,

Dennis D. LaMoreaux, General Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

General Counsel

CONSULTANT:
[INSERT COMPANY NAME HERE]

By: _____
Name: [INSERT]
Title: [INSERT]

By: _____
Name: [INSERT]
Title: [INSERT]

Address: [INSERT ADDRESS HERE]
[INSERT DISTRICT, STATE, ZIP]

[END OF SIGNATURES]

Exhibit "A"

SCOPE OF SERVICES

Exhibit "B"

SPECIAL REQUIREMENTS

Exhibit "C"

SCHEDULE OF COMPENSATION

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: April 16, 2014 **April 23, 2014**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.2 – CONSIDERATION AND POSSIBLE ACTION
ON SPECIAL DISTRICT LAFCO REPRESENTATIVE.***

The Palmdale Water District is entitled to cast one vote for a Special District Representative on the Local Agency Formation Commission (LAFCO). The candidates are as follows, and candidate statements are attached.

- E.G. “Jerry” Gladbach, Water District Director, Castaic Lake Water Agency/Water Replenishment District of Southern California
- Melvin L. Matthews, Vice President/Director, Foothill Municipal Water District

Supporting Documents:

- Special District LAFCO Representative ballot and instructions
- Nomination forms and candidate statements

BALLOT

SPECIAL DISTRICT LAFCO REPRESENTATIVE

Please vote for no more than one candidate.

E.G. "JERRY" GLADBACH

Occupation: Water District Director
Sponsor: Castaic Lake Water Agency
Sponsor: Water Replenishment District of Southern California

MELVIN L. MATTHEWS

Occupation: Vice President/Director
Sponsor: Foothill Municipal Water District

*Lagerlof Senecal
Gosney & Kruse, LLP*

RECEIVED
APR 10 2014

301 NORTH LAKE AVENUE, 10TH FLOOR
PASADENA, CALIFORNIA 91101
PHONE: (626) 793-9400 • FAX (626) 793-5900

William F. Kruse
E-MAIL: WFKRUSE@lagerlof.com

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

FROM: WILLIAM F. KRUSE

RE: BALLOT; SPECIAL DISTRICT LAFCO REPRESENTATIVE

DATE : APRIL 8, 2014

Enclosed is the Ballot and the supplementary materials submitted for each of the candidates for Special District LAFCO REPRESENTATIVE for the term expiring in May 2018. Nominations closed as of 5:00 p.m. on April 7, 2014.

Please vote for ONE candidate on the BALLOT. The marked ballot 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 ballot by mail to:

**William F. Kruse, Esq.
Lagerlof, Senecal, Gosney & Kruse, LLP
301 N. Lake Avenue, 10th Floor
Pasadena, CA 91101-5123.**

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 candidate receiving the highest number of votes will be declared the special district representative to LAFCO.

Ballots must be returned by 5:00 p.m. on June 2, 2014.

WFK/pjc
Enclosures

cc: Paul Novak, w/enc.

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

To: Independent Special District Selection Committee

From: Castaic Lake Water Agency

Date: February 26, 2014

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

Castaic Lake Water Agency is pleased to nominate

E.G. "Jerry" Gladbach as a candidate for appointment as special district

REPRESENTATIVE 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

Agency: Castaic Lake Water Agency

Type of Agency: Special Act Water Agency

Term Expires: January 2017

Residence Address: 27491 Hillcrest Place, Valencia, CA 91354

Telephone Number: (661) 297-2200

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

Castaic Lake Water Agency
(Name of Agency)

By: 

Its: President

NOMINATION
OF
INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE
TO THE
LOS ANGELES COUNTY LOCAL AGENCY FORMATION COMMISSION

To: Independent Special District Selection Committee

From: Water Replenishment District

Date: 3-20-14

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

Water Replenishment District is pleased to nominate

E. G. "Jerry" Gladbach as a candidate for appointment as special

district **REPRESENTATIVE** 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: _____

Agency: _____

Type of Agency: _____

Term Expires: _____

Residence Address: _____

Telephone: _____

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
(Name of Agency)

[Signature]
By: ROBERT KATHERMAN
Its: PRESIDENT

E.G. "Jerry" Gladbach

27491 Hillcrest Place / Valencia, CA 91354
Phone: (661) 297-2200 / Email: 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
Member, Water Committee	2005 – 2008

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

Castaic Lake Water Agency

Board of Directors	1985 – present
President	1987 – 1990
Chair, Water Resources Committee	2003 – present
Chair, Finance, Administration, PR Committee	1991 – 2002

CALAFCO's "Outstanding Commissioner" Award 2013

Water Education Foundation, Board of Directors 1987 – 2009

Los Angeles Department of Water and Power

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

Past Member, United States EPA 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

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 45 years and have been devoted to community service for that entire period.

E. G. Jerry Gladbach
27491 Hillcrest Place
Valencia, CA 91354
661-297-2200 / cell 661-312-4080
ejglad@aol.com

April 11, 2014

RECEIVED

APR 14 2014

Mr. Dennis LaMoreaux
General Manager
Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Dear Mr. LaMoreaux:

I am writing to request your support as I run for a fourth term as a Commissioner on the Local Agency Formation Commission for the County of Los Angeles (LAFCO).

It has been my honor to represent you and 52 other independent special districts on the Commission. I was initially elected as an Alternate Member in 2001, and then as a Regular Member in 2002. Now serving my third term, I also have the honor of being the Commission Chair, a position to which my colleagues have elected me every year, since 2006. I have also served as Chair of the Board of Directors of the California Association of Local Agency Formation Commissions (CALAFCO). Just this last year I was awarded CALAFCO's "Distinguished Service Award" for my commitment to LA LAFCO and my leadership on issues impacting all LAFCOs throughout California.

During my tenure on LAFCO, the Commission has considered the proposed secession of Hollywood, San Pedro, and the San Fernando Valley from the City of Los Angeles; the proposed incorporation of the City of East Los Angeles; and approval of Municipal Service Reviews (MSRs) for all cities and special districts. These significant efforts were considered amongst the Commission's evaluation of more traditional assignments, such as proposed annexations to cities and special districts, Sphere of Influence amendments, and out-of-agency service requests.

My perspective as your Commissioner has been shaped by a broad range of professional and civic associations over more than four decades. I retired from my position as an engineer and manager with the City of Los Angeles Department of Water & Power after 35 years, and I have been an elected member of the Board of Directors of the Castaic Lake Water Agency (CLWA) since 1985. I am President of the Board of Directors of the Association of California Water Agencies (ACWA) – Joint Powers Insurance Authority and past President of ACWA. I am a graduate of the Special Districts Leadership Foundation's Governance Academy.

While much has been accomplished, there are more challenges to be addressed by LAFCO in the next four years. This includes a second round of MSRs, on-going annexations, and new requirements to consider Disadvantaged Unincorporated Communities (DUCs) in our decision-making. Several legislators are considering proposals to encourage the consolidation or dissolution of Special Districts; such initiatives may involve new or expanded responsibilities for LAFCO. **I believe that is imperative to proceed cautiously and with due consideration of the interest of local Special Districts.** I believe that I have the background, expertise, and judgment to proceed with due deliberation and caution on such matters, as I've demonstrated over the last 12 years on the Commission.

Thank you for your consideration of my candidacy for another term on LAFCO, and I hope that I can rely upon your support. If you have any questions, please contact me by phone or email.

Very truly yours,

Thank you
Jerry
Jerry Gladbach

Dennis, I hope I can get Palmdale W.D.'s vote!

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

To: Independent Special District Selection Committee

From: FOOTHILL MUNICIPAL WATER DISTRICT

Date: FEBRUARY 25, 2014

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 **REPRESENTATIVE** 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: VICE-PRESIDENT / DIRECTOR

Agency: FOOTHILL MUNICIPAL WATER DISTRICT

Type of Agency: MUNICIPAL WATER DISTRICT / SPECIAL DISTRICT

Term Expires: JANUARY 1, 2015

Residence Address: 2121 GLEN SPRINGS ROAD
PASADENA, CA 91107

Telephone: 626-622-9137

PLEASE ATTACH RESUME OR CANDIDATE STATEMENT (limit one page)

FOOTHILL MUNICIPAL WATER DISTRICT
(Name of Agency)

By: Torrey Oklah
Its: TREASURER

Melvin L. Matthews
2121 Glen Springs Road
Pasadena, CA 91107-1015
Phone: 626-794-4167
Mobile: 626-622-9137
E-mail: 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 ten 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.

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 has extensive experience working on various projects and issues with the County of Los Angeles and cities as well as participating in community groups, homeowners' associations and service clubs. Mel has extensive education and experience in finance and has served as treasurer for many of these organizations.

Mel is active with the California Special Districts Association and the Association of California Water Agencies and has gained first-hand knowledge and experience of the issues and challenges facing special districts and public water agencies in providing services to the citizens of the County of Los Angeles and State of California.

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 five children and ten grandchildren.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: April 16, 2014 **April 23, 2014**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Tim Moore, Facilities Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION
ON DISTRICT PARTICIPATION IN ACWA/JPIA COMMITMENT TO
EXCELLENCE PROGRAM***

Recommendation:

Staff recommends the Board authorize District participation in the ACWA/JPIA Commitment to Excellence Program.

Alternative Options:

The alternative is to not participate in this Program.

Impact of Taking No Action:

The District will not become a participant in the ACWA/JPIA Commitment to Excellence Program.

Background:

The District is a member of ACWA/JPIA and participates in their property, liability, worker's compensation, and insurance programs. ACWA/JPIA has developed a Commitment to Excellence Program to help reduce the frequency and severity of vehicle, infrastructure, construction, employment practices, ergonomic strain, and fall losses. They have developed a list of Best Practices for the Program and are encouraging their member agencies to participate in the Program with a commitment to entertain these Best Practices. The District currently follows all Best Practices outlined in the Program.

Strategic Plan Element:

This work is part of Strategic Element 5.0 Administrative Management.

Budget:

There is no impact to the budget from this item.

Supporting Documents:

- Letter and introduction to ACWA/JPIA Commitment to Excellence Program
- ACWA/JPIA Commitment to Excellence Program Best Practices



ASSOCIATION OF CALIFORNIA WATER AGENCIES
JOINT POWERS
INSURANCE AUTHORITY
P. O. Box 619082, Roseville, CA 95661-9082

e-letter

TO: General Managers
FROM: Risk Management Department
DATE: January 14, 2014
RE: COMMITMENT TO EXCELLENCE PROGRAM

Enclosed is an ACWA/JPIA Commitment to Excellence Program Introduction, and a sample Commitment to Excellence agreement. The goal of this program, is to reduce the frequency and severity of vehicle, infrastructure, construction, employment practices, ergonomic strain, and fall losses, to a level only attainable through direct and visible support from an agency's senior leadership.

Would you and the President of your agency's Board of Directors (and other Board Members, as they desire), be willing to support the Commitment to Excellence Program by signing an agreement like the attached sample? If so, please email your intent to Terry Lofing, Risk Management Administrative Assistant, at tlofing@acwajpia.com. An agreement with your agency's printed name will be mailed to you, along with a certificate frame.

The ACWA/JPIA Staff looks forward to collaborating with you to reduce the operations and insurance costs for your agency and the entire JPIA membership. Should you have any questions, please contact your JPIA Risk Management Consultant, or John Haaf, JPIA Risk Management Manager, at (800) 231-5742, or via email to jhaaf@acwajpia.com.

Sincerely,

Walter "Andy" Sells
ACWA/JPIA CEO

Enc: Commitment to Excellence Introduction
Sample Commitment to Excellence Agreement

ACWA/JPIA
Commitment to Excellence Program Introduction

In October 2013, the ACWA/JPIA initiated its ***Commitment to Excellence Program*** outreach. This will be a long-term effort to help JPIA's membership reduce the frequency and severity of liability, workers' compensation, and property losses. An "***ACWA/JPIA Commitment to Excellence***" agreement between the ACWA/JPIA membership and JPIA staff will be the catalyst for initiating and sustaining this effort.

Since the most frequent and costly losses come from auto, infrastructure, construction, employment practices, ergonomic, and fall injury claims, the JPIA's focus is on encouraging and assisting its members to implement programs and practices that can prevent these types of claims.

The support of member decision-makers (Board Members, General Managers, etc.) to influence the loss reduction activities and practices of their unique organizations, is absolutely essential. Each district's General Manager and President of the Board of Directors (and other members of the Board if they desire), will be asked to demonstrate their on-going support by signing an ***ACWA/JPIA Commitment to Excellence*** agreement. Members that sign the agreement will be recognized as follows:

- The member will receive an ***ACWA/JPIA Commitment to Excellence*** agreement and frame for display purposes.
- Beginning in 2014, the member's attendees at ACWA/JPIA Conferences will have a special ribbon added to their nametag indicating their district's commitment.
- Participation in the ***ACWA/JPIA Commitment to Excellence*** will be highlighted in future *Perspective* articles, and emphasized in Executive Committee Meetings and future JPIA Conferences.

The effectiveness of the ACWA/JPIA Commitment to Excellence outreach will be reflected in the long-term loss rate and cost statistics following its implementation. Loss rates and cost statistics will be reported and evaluated during JPIA Committee and Board Meetings.



ASSOCIATION OF CALIFORNIA WATER AGENCIES

JOINT POWERS
INSURANCE AUTHORITY

Commitment to Excellence

Your District Name

And the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA) in mutual support for ensuring the most consistent, cost effective, and broadest possible affordable insurance coverage and related services; and in partnership with all ACWA/JPIA members; and in the interest of reducing **district** insurance costs; commit to a program of excellence that, through the implementation of "best practices," reduces the potential and frequency of:

- **Vehicle Losses**
- **Infrastructure Related Losses**
- **Construction Related Losses**
- **Employment Practices Claims**
- **Ergonomic (Musculoskeletal) and Fall Injuries**

And fully support the goal of implementing effective preventive measures that work to achieve these loss reductions.

Walt "Andy" Sells CEO, ACWA/JPIA
Signature

_____(District Board President)
Signature

_____(District General Manager)
Signature

_____(District Board Member)
Signature

CONSTRUCTION PROGRAM "BEST PRACTICES"

The following elements define the Construction Program "Best Practices":

USA/ UNDERGROUND LINE LOCATION

○ **Marking Documentation**

Explanation: As an excavator, you must contact Underground Service Alert (a.k.a. DigAlert / USA North / 811) at least two (2) working days prior to beginning any digging or excavation work. The One Call Notification Centers that support all of California can be reached online or by phone (dial 8-1-1).

Whether public, private, or commercial property, the law is clear that it is the excavator's responsibility to contact 811 before beginning work. It is critical that you accurately outline your excavation area. Please follow the delineation guidelines to ensure proper markings (color-coded paint, stakes, or flags) from the member utilities.

Utilities have two (2) full working days to mark their lines, You may not perform any excavation during that time. It is a good practice, although not required, to have a record of your request (e.g. ticket number) at the job site. If you discover unmarked utility lines or accidentally damage one, your ticket number allows them to reference your location quickly and easily. In addition, it provides proof of compliance should a law officer or utility visit the job site.

If you accidentally hit a line, you must notify the affected utility of the damage. You may contact 811 to report it, as well as get contact numbers for the utility. Follow this practice whether or not you see obvious damage, as there may be internal faults. If anything is released into the air, such as natural gas, move away from the area immediately and protect your work crew. Do not try and repair or slow the leak yourself, call 911 right after clearing the area.

Specific responsibilities for both excavators and underground line owners are established and enforced under Government Code 4216-4216.9. These responsibilities for excavators include:

Contact 811 and give at least two (2) full working days notice prior to excavating.

Delineate (outline) their job in white paint.

Hand expose to the point of no conflict within the tolerance zone.

The responsibilities for utilities (owners of underground lines) include:

Mark or locate their lines within two (2) full working days of the start of construction.

Use the APWA Color Code to mark their facilities.

Be accurate within 24-inches to either side of the buried facility (tolerance zone).

○ **Locator Qualification Training**

Explanation: Public Agencies shall establish Utility Locator Qualification Requirements per California Government Code 4216 and Cal/OSHA Section 1541.

4216.3(a)(2) Only a qualified person shall perform subsurface installation locating activities.

4216.3(a)(3) A qualified person performing subsurface installation locating activities on behalf of a subsurface installation operator shall use a minimum of a single-frequency utility locating device, and shall have access to alternative sources for verification, if necessary.

"Qualified Person" as defined in Cal. Gov. Code 4216 definition (i)

(i) "Qualified person" means a person who completes a training program in accordance with the requirements of Title 8, California Code of Regulations, Section 1509, Injury Prevention Program, that meets the minimum training guidelines and practices of Common Ground Alliance current Best Practices. (see below)

Cal/OSHA Title 8 Construction Safety Orders - Chapter 4, Subchapter 4, Article 6, Section 1541

§1541. *General Requirements.* (C) Only qualified persons shall perform subsurface installation locating activities, and all such activities shall be performed in accordance with this section and Government Code Sections 4216 through 4216.9. Persons who complete a training program in accordance with the requirements of Section 1509, Injury and Illness Prevention Program (IIPP), that meets the minimum training guidelines and practices of the Common Ground Alliance (CGA) Best Practices, Version 3.0, published March 2006, or the standards of the National Utility Locating Contractors Association (NULCA), Standard 101: Professional Competence Standards for Locating Technicians, 2001, First Edition, which are incorporated by reference, shall be deemed qualified for the purpose of this section.

Note: The NULCA Standard 101 and CGA Best Practices 4-5 minimum training standards for line locators are the exact same standard. The Common Ground Alliance (CGA) adopted the NULCA standard as a Best Practice.

○ **Excavator Qualification Training**

Explanation: Public water agencies need to take special precautions by following best practices and prepare defensive documentation that will help the machine operators and job-site foremen plan and execute an accident free excavation. Those involved in and performing excavation activities to be trained per:

§1541. *General Requirements.* (D) Employees who are involved in the excavation operation and exposed to excavation operation hazards shall be trained in the excavator notification and excavation practices required by this section and Government Code Sections 4216 through 4216.9.

Best Practices should include:

1. The District will communicate with the local One-Call Service Center **AND** utility owners who are not members of the one-call center. This communication must take place 2 working days, but not more than 14 days (per state regulations) prior to the start of the excavation.
2. The route of the excavation will be white lined (with white spray paint), flagged, staked, or a combination of these to mark the dig site before the locator arrives on the job.
3. The contractor hand digs within 24 inches (per state regulations) horizontally on either side of the marked facility, adding the diameter of the utility if provided.
4. The District will request new locates (refresh marks) to again identify the underground facilities on all excavations incurring extended time requirements of 14 days or more and following inclement weather.
5. Photographs or videos are taken after the utility has been marked before the excavation begins.

In addition to the five best practices defined above, the following three best practices also apply to high priority underground facilities:

1. The District must request a pre-excavation meeting on-site with the facility owner and prime contractor (if any).
2. The District will pot hole, hand dig, or use of air knives or vacuum excavation techniques to verify utility locates or mark-outs.
3. The District will record and map the coordinates of the locates in relation to a stationary object(s), such as a tree, fence, building, etc.

○ **Underground Utilities Identified (GPS/Maps/Tracer Wire)**

Explanation: A written specification should be established to locate all District owned buried lines. Tracer wire/Warning/identification tape should be installed to identify location of underground utilities and to act as a warning against accidental excavation of buried utilities. Warning/identification tape shall be used on all underground water and recycled water mains, potable and recycled water irrigation systems, sewer mains, and all related appurtenances. Warning/identification tape shall also be used on cathodic protection wiring systems and tracer wire brought into and out of access ports.

○ **“Damage Incident Reporting Tool” (DIRT) Usage**

Explanation: The DIRT form allows users to submit damage and near miss reports to ACWA/JPIA. The primary purpose in collecting underground facility damage data is to analyze data, to learn why events occur, and how corrective actions by utilities and excavators can prevent them in the future; thereby, ensuring the safety and protection of people and the infrastructure. Data collection will allow the ACWA/JPIA to identify root causes, perform trend analysis, and help educate all members so that damages can be reduced through effective best practices and safe work procedures.

○ **USA Ticket Verification**

Explanation: Any excavators doing any type of digging, excluding emergency work and homeowners working on their own private property without the need for a permit or power equipment need to contact 811 two working days prior to starting work. A District must contact DigAlert prior to starting your excavation. A District (excavator) can obtain a USA ticket by either utilizing online services or by calling 811 to start a USA Ticket. Best Practices include”

- **Wait the Required Time:** Legally, a District must wait two (2) full working days for utilities to mark their underground facilities. They will mark the lines they own or maintain with stakes, flags or paint in the appropriate colors codes and/or advise the excavator of no conflict.
- **Respect the Marks:** Please work to preserve facility marks for the duration of the job. If any of the markings become difficult to see, you must contact 811 and reference your ticket number to request re-marking by the affected member utilities. It is critical that your excavation site is still outlined in white so that your request can be properly addressed. Your ticket is valid for twenty-eight (28) calendar days from the date of its issuance-not when you first break ground. You must have an active ticket for the duration of your excavation.
- **Dig With Care:** If you are digging within 24-inches of the outside diameter of the utility, you are required to utilize hand tools only. Any underground facilities that are in conflict with your excavation must be located with hand tools and protected before power equipment is used. If there is any damage, even a simple nick or cut to the facility, you must notify the affected utility of the damage, and you may contact 811 to report it as well as get contact numbers for the utility.

RISK TRANSFER

- **Risk transfer Program**
 - **Explanation:** A program has been established with procedures ensuring contractual risk transfer with service providers (including hold harmless and indemnification agreements, proof of adequate insurance, and additional insured status for the agency) is in place prior to work being performed by service providers.
- **Responsible person & backup designated**
 - **Explanation:** Personnel have been identified and trained to facilitate an agency's Risk Transfer Program in the absence of those designated with the primary responsibility.
- **Contracts for routine services**
 - **Explanation:** An agency has assessed the liability risks potential associated with their routine vendors, contractors, and service providers, and has established contractual risk transfer agreements with those providers considered to have a loss risk potential warranting risk transfer.
- **Contracts for emergency services**
 - **Explanation:** Following an assessment of an agency's critical systems, "service-as-required" risk transfer contracts have been established with the service providers needed to repair, supplementation, or replace a critical system during an emergency system loss. Established "service-as-required" risk transfer contracts must have a definite termination date.
- **Tracking process for risk transfer requirements**
 - **Explanation:** Procedures have been established and personnel identified to ensure risk transfer contracts, proof of insurance, and additional insured endorsements are correct and current.
- **Permit coordination**
 - **Explanation:** In order to ensure the liability risk associated with a service provider's work rest with the provider and not the agency, obtaining work permits is the sole responsibility of the service provider.
- **Risk transfer document retention**
 - **Explanation:** To facilitate legal defenses during any future litigation, risk transfer contracts, proofs of insurance, and additional insured endorsements are retained for at least 10 years.

CONTRACTOR QUALIFICATION

- **Pre-Qualification Packet/Program**

Explanation: Utilize the Model Pre-Qualification Questionnaire to evaluate prospective contractors developed by the Department of Industrial Relations

- **Insurance Requirements**

Explanation: Verify the contractor has a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

Verify the contractor has current workers' compensation insurance policy as required by the Labor Code, or is legally self-insured pursuant to Labor Code section 3700 et. seq.

- **Reference Check**

Explanation: Contact the contractor's references for the six most recently completed public works projects, and the three largest completed private projects within the last three years.

- **Bid Writing/Loss Prevention Coordination**

Explanation: Include the requirement that the contractor will provide a copy of their Injury and Illness Prevention Program. As applicable, request copies of the contractor's Trench and Shore Program, Traffic Control Program, Confined Space Program including a rescue plan, Electrical Safety Program including lockout/tagout, Asbestos Cement Pipe Program, and Hot Work Program. In addition, request documentation for employee certifications/licensing, i.e. OSHA 10, OSHA 30, Competent Person, welding, crane and crane operators, etc. Also request copies of permits the contractor is required to obtain.

- **Pre-Job Review**

Explanation: Review documentation for employee certifications/licensing and equipment certifications. Provide a pre-job review with contractor to identify any hazards the contractor may encounter at your facility or installation. This would include confined space exposures, electrical exposures, work to be done by other contractors, etc.

- **Post-Project Evaluation**

Explanation: At the conclusion of the project have a debriefing with the contractor to discuss:

- What went well?
- What didn't go well?
- Why did things happen?
- What will they do differently and better next time?
- How this information can be used?

THIRD PARTY EXPOSURES

- **Project Acceptance**
 - **Explanation:** Project will be accepted only after confirmation of completion of contract obligations and approval by board of directors
- **Site Control**
 - **Explanation:** Asset/Site control will be maintained by responsible parties as identified in written contracts and agreements.
- **Site Inspection Documentation (Pre/Post Construction)**
 - **Explanation:** Regular site inspections shall be conducted and documented to ensure compliance with written agreements, safety standards and best practices.
 - Pre construction
 - Post construction
 - During construction if site control responsibility is retained
 - Inspection and hazard correction documentation shall be on file and ready for review
- **Contract Language Identifies Responsible Party**
 - **Explanation:** Contract language shall be clear, and responsible parties identified (and when)
- **Multi-Employer Exposures Addressed**
 - **Explanation:** Multi employer responsibility shall be identified:
 - Who exposes the workers to the hazard?
 - Who creates the hazard?
 - Who has control of the worksite?
 - Who is responsible for hazard correction?
- **Lighting/Warnings**
 - **Explanation:** Hazards shall be identified and controlled
 - Proper signage shall be maintained, including hazard warnings and "No Trespassing Signs"
 - Fencing and other access controls shall be maintained to eliminate access of unauthorized persons.
 - Housekeeping shall be maintained
 - Lighting shall be installed and maintained to Cal/OSHA construction standards.
- **Asset Inspection**
 - **Explanation:** Regular site inspections shall be conducted and documented for hazard and security deficiencies.
 - Deficiencies shall be corrected and documented by responsible party.
 - Inspections and corrections documentation shall be on file ready for review.
- **Third Party Exposure Inspection**
 - **Explanation:** Regular site inspections shall be conducted and documented for third party risk exposures.
 - Deficiencies shall be corrected and documented by responsible party.
 - Inspections and corrections documentation shall be on file ready for review.

TRAFFIC CONTROL

- **Formal Templates Developed**
 - **Explanation:** Layouts based on “best practices” as found in the CA-MUTCD and actual conditions.
- **Encroachment Permits Obtained**
 - **Explanation:** Contractor obtains encroachment permits from controlling authority prior to start of work.
- **Controlling Agency Coordination**
 - **Explanation:** Traffic control activities are coordinated with controlling authority to avoid overlapping or redundant activities.
- **Inspection Program**
 - **Explanation:** During the duration of the work, the site will be subject to daily inspections to ensure that the traffic control is being implemented according to the traffic control plan. Daily inspections shall be conducted and documented to ensure compliance with safety standards (e.g., CA-MUTCD) and best practices.
 - Pre work
 - Post break
 - Post lunch
 - As conditions warrant
 - Inspections and hazard corrections are documented.
- **Trained Personnel and Qualified Person**
 - **Explanation:** Flaggers shall be trained, and qualified by the employer, in the proper fundamentals of flagging before being assigned. The training shall be based on the MUTCD and work site conditions.
 - All workers are trained on how to work next to motor vehicle traffic in a way that minimizes their vulnerability. Workers having specific responsibilities should be trained in the proper techniques, device usage, and placement.
 - A competent person, designated by the employer and knowledgeable in traffic control principals, conducts a hazard assessment for the work site and job classifications in the activity area; ensures proper setup, tear down, and repositioning of the work zone; and makes the selection of the appropriate class of high-visibility garments and devices.
- **Equipment Storage**
 - **Explanation:** Traffic control devices are serviceable and stored neatly. Devices are inspected prior to setup and after work is completed. Inspections are documented and deficiencies corrected. Substandard equipment is removed from service, tagged, and repaired or properly disposed.

INFRASTRUCTURE PROGRAM “BEST PRACTICES”

The following elements define the Infrastructure Program “Best Practices”:

WATER LINE FAILURE

- **Asset Identification**

Explanation: In order to effectively maintain, provide emergency response, and mark for underground location, agency assets must be adequately located and identified. Methods of identification could include current and correct maps, signage, GPS coordinates, or computer generated locations.

- **Valve Exercising/Flushing**

Explanation: To ensure proper water delivery and valve operation during normal and emergency operations, a valve exercising and line flushing program should be established. AWWA recommends a frequency of annual flushing and valve actuation.

- **Preventive Maintenance**

Explanation: A preventive maintenance and/or repair and replacement program should be established for agency distribution pipelines, pumps, valves, etc. Documentation should be maintained providing records for potential warranty and insurance claims.

- **H₂O Loss Monitoring**

Explanation: A process should be established to monitor and identify distribution system water loss. Documentation should be maintained providing records for potential insurance claims (landslide, subsidence, water intrusion, etc.).

- **Emergency Response**

Explanation: Response procedures should provide the most rapid and effective response to infrastructure failures as possible, thereby protecting assets and reducing the value of potential claims.

SEWER BACKUP

- **Inspections – Lift-Stations**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Inspect lift stations at least weekly.
- ✓ Pump out and clean wet wells semi-annually.
- ✓ Check valves semi-annually.
- ✓ Inspect floats quarterly.
- ✓ Inspect warning lights and alarm systems weekly.
- ✓ Install hour meters on each motor.
- ✓ Maintain motor hours, dates, and maintenance performed in a logbook.
- ✓ Take amp and vibration readings monthly for each motor.
- ✓ Inspect electrical motor control equipment annually.
- ✓ Visually check fuel level, battery, and general conditions of the emergency generator weekly.
- ✓ Run the backup generator unload quarterly.
- ✓ Monitor the lift stations 24/7 via remote notification system, such as a modem dialer, telemetry, or SCADA system.

- **Inspections – Entire Sewer System**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Inspect sewer system at least every 18 to 36 months.
- ✓ Establish a FOG Program with all food service establishments (FSEs) including approval of grease control equipment (including location and size), establishing maintenance procedures for inspection and maintenance of FOG equipment, contracting with licensed and permitted grease handlers (including voucher program to track grease disposal methods), guaranteed "Right-to-Enter" for municipal agency inspectors, and accountability of FSEs for compliance through fines and fees for non-compliance with ordinance provisions.
- ✓ Characterize "hot spots" by the cause of the operational problems (e.g., roots, FOG, structural issues).
- ✓ Inspect "hot spots" more frequently based on customer service complaints, history of spills, or consulting engineering studies.
- ✓ Establish a process for monitoring, documenting, and gauging inflows so lift stations and facilities have adequate staffing and monitoring during periods of heavy flow.
- ✓ Visually monitor lines with TV cameras at least every 18 to 36 months.
- ✓ Test sewer line connections during inspections and repair as necessary.
- ✓ Clean sewer lines when there is evidence of impeded flow.
- ✓ Establish procedures to avoid excess surge in downstream lines when line flushing or removing blockages.
- ✓ Maintain a log, documenting when each line and manhole was inspected or repaired.

- **Laterals Responsibility**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Develop specifications for lateral installation.
- ✓ Inspect laterals at the same time as main line inspections.
- ✓ Establish responsibility for inspection and maintenance of customer's lateral from the building to the customer's property line.

- **Asset Identification**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Establish a GIS Mapping System for sewer system infrastructure, including X-Y coordinates and depth and elevation.
- ✓ Identify type of pipe and age.
- ✓ Establish Capital Improvement Program to repair or replace aging system components.

- **Emergency Response**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Establish Sanitary Sewer Reference and Emergency Contact List.
- ✓ Identify and list all emergency cleanup or pumping equipment and where it is stored.
- ✓ Establish storm system alert to assure flow can be handled.
- ✓ Identify rapid response team for all sewer backups or sewer system breaches.
- ✓ Identify Cleanup Contractors.

- **Inflow and Infiltration**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

CANAL FAILURE / FLOODING

- **Rodent Control**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

Canal and levee breaches, overflows, and blockage result in flooding and property damage; resulting in major liability, water, and property losses. Rodent activity is the major cause. Control efforts may include:

- ✓ Poison bait stations
- ✓ Owl boxes
- ✓ Trapping (with permits) of beavers or other large rodents
- ✓ Regular reforming of canals/levees
- ✓ Frequent inspections for rodent activity and canal/levee damage

- **Operations**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Certain adjustments in operations can reduce the risk of canal breaks or overflows, and minimize losses when they do occur.
- ✓ Maintain lower water levels in canals to keep water away from upper part of canal where there is more rodent activity, and reduce losses when washouts do occur.
- ✓ Maintain consistent levels in canals to prevent rodent activity in the upper portion of canal bank.
- ✓ Improve communication and scheduling with landowners to prevent overflows.
- ✓ Lock gates and turnouts to prevent tampering or unauthorized use.
- ✓ Keep emergency response personnel and equipment available to respond in a timely manner.
- ✓ Develop procedures and maintain equipment for road closure due to washouts.

- **Inspection Maintenance**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Regular and frequent inspections can identify problems, and identify canal sections in need of work during next maintenance season.
- ✓ Perform and document inspections to discover problems before damage or loss occurs.
- ✓ Perform inspections at the end of water season to indicate problems and set priority for maintenance.

- **Construction/Design**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

- ✓ Canal and levee design and construction can reduce the risks of canal breaks and overflow:
- ✓ Use automated gates to maintain levels and reduce operator errors.
- ✓ Use SCADA to monitor and control flow more effectively and detect blockages or washouts.
- ✓ Use wide gradual sloped berms to reduce the effect of rodents, stabilize banks, and reduce damage by recreational activity.
- ✓ Line earthen canals, especially problem areas to reduce washouts from erosion.
- ✓ Reinforce berms/banks with heavy clay soil, and sides of banks with rip rap.
- ✓ Design to allow easy all-weather access to canals or other critical areas.
- ✓ Raise the sides of banks to reduce the possibility of overflow.
- ✓ Use long crested weirs to stabilize fluctuations in water heights.

- **Vegetation/Weed Control**

Explanation: The following would be considered when reviewing this element of the Infrastructure Program Best Practices:

Control of weeds can reduce blockage and maintain water delivery as follows:

- ✓ Control aquatic weeds to prevent waterway blockage or pump damage/plugging.
- ✓ Use chains, draglines, or other automated means of weed removal.
- ✓ Eliminate weeds on banks/levees that obscure visible damage to make problems more visible during inspections.
- ✓ Eliminate weeds to reduce cover or food to lower the populations of burrowing rodents

THEFT / VANDALISM

Applies to physical security and protection of critical infrastructure for water distribution, wastewater collection, treatment systems, and canal systems. To effectively draft guidelines, a utility should first complete a Vulnerability Assessment (VA) of its system. This VA should be completed in accordance with a generally accepted methodology such as the Risk Assessment Methodology for Water (RAMWTM), the Vulnerability Self-Assessment Tool (VSAT TM), or other acceptable method.

- **Security/Alarms/Cameras**

Explanation: Security systems should be established to deter a threat or detect and delay the threat, until the appropriate response force arrives. Security measures established should alert staff and protect the following:

- ✓ System Structures and Critical Equipment
- ✓ Water Quality Monitoring
- ✓ Power and Wiring Systems

Security decisions should be site and utility specific, and the measures implemented may include one or more of the following:

- ✓ Physical Security (gates and fencing)
- ✓ Alarms Systems (local and monitored)
- ✓ Closed Circuit Television (fixed cameras)
- ✓ Supervisory Control and Data Acquisition (SCADA)

- **Equipment ID**

Explanation: Marking leads to recovery of stolen property. Maintaining an up-to-date property schedule, recording equipment descriptions / serial numbers, marking equipment so that if stolen, it can be traced back to the owner. If thieves know it can be traced, the equipment often becomes a less desirable target. The primary objective is to make accurate information on insured equipment accessible to law enforcement, to significantly increase the recovery rate of stolen equipment.

- ✓ In San Diego County, OAN numbers can be obtained from the Crime Prevention Unit, at the Vista Sheriff's Station at (760) 940-4564. They are coded by state and county and kept on file by law enforcement agencies throughout the county.
- ✓ Businesses in Ventura County can apply for an Owner Applied Number by calling the Ventura County Sheriff's Department, Rural Crime Unit, at 805-477-7029 or 805-477-7000.

- **Fencing/Enclosures**

Explanation: Site security, in conjunction with facility planning, design, and construction, is intended and should be installed, and maintained to do the following:

- ✓ Prevent unauthorized entry or exit by employees or others.
- ✓ Provide easy observation of any individual(s) entering or leaving the site.

Methods for placement may include one or more of the following measures:

- ✓ Perimeter fencing
- ✓ Secured entrances and gates
- ✓ Restricted access areas
- ✓ Access Control Systems
- ✓ Visitor Control / Escort Policies

FIRE

- **Hotwork**

Explanation: Advanced planning and safe work procedures help prevent workplace fires caused by hot work operations (e.g., welding, cutting, grinding, etc). Whenever practicable, hot work operations should be performed in areas that are isolated and designated for such uses. Procedures should be implemented to protect life, health and property from fire and the products of combustion, which might result from the use of welding and cutting equipment, open flames and ignition sources. Following the procedures outlined in a Hot Work Permit system is of even greater importance when performing such work in areas not designed for open flames and sparks. These procedures should apply to Member agencies and contractors.

- **Controlled Burns**

Explanation: Member agencies should consider and use a "Best Management Practice" for controlling weeds along ditch banks and canals, which is an alternative practice to open burning. Such practices may include the approved use of pesticides, mowing, or another open burn alternative. An agricultural burn permit may be issued by the local Air Pollution Control District after a determination is made that the alternative practices to open burning are infeasible for the site. Burning may be performed either by broadcast (in-situ) burning or by removing weeds from and piling adjacent to the bank if the materials are dry and stacked in a manner that promotes combustion. Prior to burning, weather conditions, smoke drift and density, traffic control, and fire control procedures should be considered and integrated into the burn planning process.

- **Controlling Agency Coordination**

Explanation: Water utilities that have an urban-wildland fire threat should develop a water utility-specific emergency response coordination plan. The plan should be developed with the involvement and contribution of outside emergency response coordination partners including, but not limited to, local fire departments, cities / counties served, and local law enforcement. Once an agency specific plan has been developed, it should be shared with those coordination partners involved in the process.

- **Defensible Space**

Explanation: Water utility infrastructure should be maintained with a "defensible space" to reduce the risk that fire will spread from the surroundings to the structures and provide firefighters access and a safer area to defend facilities. A primary goal is fuel elimination extending for at least 100 feet in all directions. A second concept of creating defensible space is "fuel reduction" whereby plants are selectively thinned and pruned to reduce the combustible fuel mass of the remaining plants to break up the more continuous and dense uninterrupted layer of vegetation. A third concept of defensible space is "fuel ladder" management where a typical separation is created of three times the height of the lower fuel to the next fuel ladder. Since wildfires burn faster uphill than on flat land, fuel ladder spacing may need to be greater for slopes.

EQUIPMENT FAILURE

- **Electric Surge**

Explanation: Surge protective devices (SPD) protect electrical equipment against over-voltages caused by [lightning](#). In addition to lightning, there are a number of other disturbances that can come in on the AC power lines and damage equipment.

- **Preventive Maintenance**

Explanation: A preventive maintenance and/or repair and replacement program should be established for agency electrical transmission and distribution systems, main switchgear, sub-panels, pumps, and all electrical equipment. Documentation should be maintained providing records for potential warranty and insurance claims.

- **Animals/Insects/Bugs**

Explanation: District employees are exposed to numerous unexpected dangers daily from animals, insects, and rodents. Different hazards are faced by those in specific regions and even different climates. Risks can range from an allergic reaction, bee sting, or rattlesnake bite.

- **Lightning**

Explanation: The National Electrical Code (NEC) and CEC require certain grounding, bonding, and protection features that are intended to protect buildings and equipment against lightning damage.

- **Backup Equipment**

Explanation: Establish an electrical emergency list, to identify all required equipment with location sites and a rapid response team.

- **Emergency Response**

Explanation: Emergency response procedures should be established that provide the most rapid and effective response to electrical infrastructure failures as possible, thereby protecting assets and reducing the value of potential claims.

VEHICLE PROGRAM "BEST PRACTICES"

The following elements define the Vehicle Program "Best Practices":

DRIVER REVIEW/QUALIFICATION PROGRAM

- **Applicable for All Positions**
 - **Explanation:** Includes all employees, volunteers and directors who drive company vehicles or personal vehicles for Agency business.
- **Pull Notice Program Used**
 - **Explanation:** This is the Department of Motor Vehicles (DMV) Employer Pull Notice Program. It is a free service for Public Entities. Driver record information reports are generated every six months or immediately in the event of new activity (moving violation, accident, address change, etc.). There must be an employer/employee relationship and employees should drive regularly for the Agency. Directors are encouraged to provide their license information, but cannot be forced to under State Law.
- **Ride-Along (test, re-test, post accident)**
 - **Explanation:** Conducted by a supervisor/manager for all new employees who will be driving regularly for Agency business. Re-tests will be conducted based on need and after an accident.
- **Driver Record Point Standard Greater than DMV**
 - **Explanation:** Uses or exceeds the JPIA Model Driver Record Review Program to evaluate prospective and current drivers.
- **Copy of DMV Report (pre-hire)**
 - **Explanation:** All new hires who will be driving for Agency business are required to provide a copy of their DMV Report Post Offer with hiring based on or exceeding the JPIA Model Driver Record Review Program.

DEFENSIVE DRIVER TRAINING

- **Defensive driver training required for all employees**
 - **Explanation:** The agency promulgates a policy requiring all employees from the General Manager and below to attend defensive driver training. Training may be conducted in-house or through external providers (e.g., JPIA, TargetSolutions, etc).
- **Defensive driver training conducted within 60 days of hire and every two years**
 - **Explanation:** Driver training is conducted within 60 days of employment and refresher training is required at least every two years.
- **Driver training conducted prior to driving assigned vehicle**
 - **Explanation:** Employees receive training on operating specific assigned vehicle types prior to being released in unsupervised capacities. Training includes, but is not limited to, identification of blind spots, backing procedures, stopping distances, and trailer use, as applicable to the individual vehicle.
- **Post-accident briefings conducted for all employees**
 - **Explanation:** All employees attend post-accident briefings wherein the causes and corrective actions are identified and discussed to prevent future similar occurrences.

ACCIDENT INVESTIGATION REPORTING

- **Formal Accident Investigation & Report.**
 - **Explanation:** An accident investigation is conducted to determine the cause(s) of the vehicle mishap and a written report documents the investigation's findings and suggested corrective actions. This is accomplished for all vehicle mishaps.
- **Formal management review (by GM).**
 - **Explanation:** The findings and proposed corrective actions are reviewed by the General Manager (GM), who validates and approves the corrective actions. The GM's review is documented.
- **Corrective actions taken & documented.**
 - **Explanation:** Immediate actions to prevent similar accidents are taken. The completion of long-term actions is monitored through an established corrective action process. Corrective actions follow-up continues until actions have been completed. Corrective actions are documented.
- **Personnel corrective action taken for at-fault incidents.**
 - **Explanation:** Employees determined to be "at fault" in an accident are held accountable through internal personnel actions.
- **Investigation Report sent JPIA.**
 - **Explanation:** A copy of a Vehicle Accident Investigation Report is sent the JPIA so the findings and corrective actions can be reviewed.

BACKING ACCIDENT AVOIDANCE POLICY

- **Formal written policy.**
 - **Explanation:** A formal written Backing Accident Avoidance policy is established to outline procedures and reduce the possibility of backing accidents. The policy must outline specific safe practices such as placing cones to create a "circle of safety" when vehicles are parked.
- **Employees acknowledge policy.**
 - **Explanation:** The policy has GM approval and is endorsed by senior management. Employee will acknowledge policy in writing. New hire orientation and Defensive Driving training will include backing hazards.
- **Periodic program review.**
 - **Explanation:** Included in the formal policy is a periodic review of backing accidents conducted by senior management. The review covers (as a minimum) the frequency of events, the results of backing accident investigations, corrective actions taken, and how "lessons learned" are communicated to agency personnel.
- **Non-compliance/at-fault discipline.**
 - **Explanation:** The majority of "backing" accidents are considered to be "at fault". When an individual is determined by investigation to be "at fault", disciplinary action is to be taken. Action to be taken will be reviewed by management and supervisor(s).

CELLULAR PHONE/TEXTING/ELECTRONIC POLICY

- **Cell/Texting/Electronic Policy exceeds state standards.**
 - **Explanation:** A prohibition on use of electronic communications and data devices goes beyond the state prohibition of hands-on cell use and texting. A superior-rated police will prohibit the use of all electronic devices while driving on District business.
 - This prohibition applies to hands free or hand held phones, radios, tablets, computers or other electronic devices.
- **Disciplinary action points for policy violations.**
 - **Explanation:** Violations will result in points being assigned, per District's driver record review "Best Practices" and discipline policies.
- **Policy acknowledged by drivers.**
 - **Explanation:** A policy acknowledgment from all personnel who drive on District business is signed and kept on file.
- **"Use" review following accidents.**
 - **Explanation:** All vehicle accident and near miss investigations will determine if the use of cell phones, radios, texting, or other electronic devices was a component of the event.

SAFE DRIVER AWARD/RECOGNITION

- **Annual award recognition by the Board**
 - **Explanation:** The District's Board of Directors and senior management demonstrate their interest in, and support for, safe vehicle operations through an annual recognition program.
- **Awards based on local milestones, improvements, achievements**
 - **Explanation:** GM, HR, and Department Managers develop award "Best Practices" based on local vehicle operations. Recognition is given based on the achievement of established milestones and on actions taken to improve safe vehicle operations. Eligibility "Best Practices" is communicated to employees.
- **Awards**
 - **Explanation:** Tangible safe drive awards (i.e. pins, certificates, plaques, etc.) are provided as appropriate.

Part E&F – Notification, Locating and Marking

***Did the excavator notify the one call notification center?**

- Yes No

If Yes which One Call center

If Yes, please provide the One Call ticket number

***Type of Locator**

- Utility Owner Contract Locator Data Not Collected Unknown/other

***Were facility marks visible in the area of excavation?**

- Yes No Data Not Collected Unknown/other

***Were facilities marked correctly?**

- Yes No Data Not Collected Unknown/other

Part G – Excavator Downtime

Did Excavator incur down time?

- Yes No

If yes, how much time?

- Unknown Less than 1 hour 1 to 2 hours 2 to 3 hours More than 3 hours Exact Value _____

Estimated cost of down time?

- Unknown \$0 to 5000 \$5000 to 25,000 \$25,000 to 50,000 Over \$50,000 Exact Value _____

Part H – Description of Damage

***Was there damage to a facility?**

- Yes No (i.e. near miss)

***Did the damage cause an interruption in service?**

- Yes No

If yes, duration of interruption

- Data Not Collected Less than 1 hour 1 to 2 hrs 2 to 4 hrs 4 to 8 hrs 8 to 12 hrs 12 to 24
 1 to 2 days 2 to 3 days more than 3 days Unknown Exact Value _____

Approximately how many customers were affected?

- Zero One 2 to 10 10 to 50 50 or more Unknown Exact Value _____

Estimated cost of repair/restoration

- \$ 0 to 5,000 \$5,000 to 25,000 \$25,000 to 50,000 \$50,000 or more Unknown Exact Value _____

Number of people injured

- Unknown Zero One 2 to 9 10 to 19 20 to 49 50 to 99
 100 or more Exact Value _____

Number of fatalities

- Unknown Zero One 2 to 9 10 to 19 20 to 49 50 to 99
 100 or more Exact Value _____

Part I – Description of the Root Cause

***Please choose one**

- | | |
|---|--|
| <input type="checkbox"/> Facility was not located or marked | <input type="checkbox"/> Facility marking or location not sufficient |
| <input type="checkbox"/> One call notification center error | <input type="checkbox"/> No notification made to the one call center |
| <input type="checkbox"/> Facility could not be found or located | <input type="checkbox"/> Abandoned facility |
| <input type="checkbox"/> Incorrect facility records/maps | <input type="checkbox"/> Wrong information provided |
| <input type="checkbox"/> Deteriorated facility | <input type="checkbox"/> Notification to one call center. made but not sufficient |
| <input type="checkbox"/> Excavation practices not sufficient | <input type="checkbox"/> Previous damage <input type="checkbox"/> Data Not Collected |
| <input type="checkbox"/> None of the above, Please Explain | |

Part J – Additional Comments

Empty box for additional comments.

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: April 16, 2014 **April 23, 2014**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Jennifer Emery, Human Resource Manager
VIA: Dennis LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION
ON INTERNSHIP PROGRAM***

Recommendation:

Staff recommends the Board of Directors approve three internship positions, which include: Information Technology Intern, Customer Service Intern, and Facilities Intern. This item will be reviewed by the Personnel Committee at their April 21, 2014 meeting.

Alternative Options:

The alternative is to maintain the status quo.

Impact of Taking No Action:

The District would maintain the work force we currently have.

Background:

Currently when staff is on medical leave or vacations, much of the work must wait until they return. The interns will provide trained staff to step in and keep the work flowing. Also it will give us a pool of trained candidates as positions open up. It will allow us to serve the community in a training capacity. We will be hiring locally through Antelope Valley College.

Strategic Plan Element:

This work is part of proposed Strategic Element “Becoming a Regional Leader.”

Budget:

This item is not budgeted for. We are proposing a 20 hour maximum work week at \$10/hr. so the cost to budget for 2014 is \$9,600.00

Supporting Documents:

- Job Descriptions

INFORMATION TECHNOLOGY INTERN

FLSA Status: Non-Exempt

DEFINITION

To provide technical, operational, and internal customer service computer support to District departments; to introduce, implement, and maintain computers and related hardware and software, operating systems and networks; and to perform a variety of related technical tasks.

DISTINGUISHING CHARACTERISTICS

This is the entry level class in the Information Technology Department. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from Information Technology Manager or other assigned management or supervisory staff; may receive technical and functional supervision from an Information Technology Technician 2.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Perform a variety of responsible technical duties in support of District computer set ups and troubleshooting.

Perform printer set up and deployment. Tasks may also include printer troubleshooting and diagnostics including downloading drivers, replacing toner, cleaning or replacing rollers and clearing jams.

Answer questions and respond to help desk requests in a timely manner; provide technical support and information, assistance and training over the phone and in person related to computer technology related issues.

Analyze, diagnose, test, and recommend solutions for problems with computers, tablets, operating systems, software and hardware problems.

Perform UPS battery replacement and deployment.

Create user ID's and troubleshoot network and application logins.

Create, modify, copy or delete files.

Install, upgrade, configure, and program software, applications and hardware.

Monitor systems for viruses and take corrective action, as needed.

Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Perform related duties as assigned.

EDUCATIONAL OPPORTUNITY

The intern position will provide the following educational experiences:

Knowledge of:

Methods and techniques of computer equipment and related hardware.

Common software used in personal computers, such as Word, Excel, Access, FrontPage and Project.

Principles and practices of good customer service.

Ability to:

Provide technical, operational, and internal customer service computer support to District departments.

On a continuous basis, know and understand all aspects of the job; intermittently analyze work papers, reports and special projects; research, identify and interpret technical information; observe and problem solve technology issues.

Perform maintenance on computer systems.

Preserve a high level of confidentiality of information encountered as part of work.

Assist users; explain clearly and provide technical training to others in the use of various systems hardware and software.

Operate a personal computer with proficiency to produce highly complex and technical reports, charts, spreadsheets and other documents; maintain databases and records.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

Perform and understand many of the CompTIA A+ Certification skills.

REQUIREMENTS:

Ability to sit at desk for long periods of time; intermittently twist to reach office equipment surrounding desk; bend, squat, climb, kneel, reach and twist when working on and performing installation of equipment; perform simple and power grasping, pushing, pulling and fine manipulation; use telephone and write or use a keyboard to communicate through written means; and lift or carry weight up to 50 pounds.

Must be enrolled in college work experience program during the semester of employment to qualify.

Approved: 4/14/2014

I have reviewed this job description with my Supervisor and agree with its contents.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

CUSTOMER SERVICE INTERN

FLSA Status: Non-Exempt

DEFINITION

To perform a wide variety of clerical and accounting customer service duties; to issue water billings; to receive and process applications for service and payments for water service; and to perform varied and routine general office support duties.

DISTINGUISHING CHARACTERISTICS

This is the entry level class in the Customer Service series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from the Assistant Customer Service Supervisor; may receive technical and functional supervision from a Customer Service Representative 2.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Greet customers and the general public by telephone, via regular mail or electronic means, and at a public counter.

Receive and process payments; sort payments by category and use a computerized system to enter payments, and balance and post data.

Generate billings; calculate and charge late fees and re-do billings as necessary; prepare collection letters; calculate and prepare refunds.

Assist in new application processing and enter data into a computerized system.

Perform a variety of clerical duties including typing, document scanning, filing, and mail distribution; prepare and distribute customer service billing and revenue reports.

Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Perform related duties as assigned.

EDUCATIONAL OPPORTUNITY

The intern position will provide the following educational experiences:

Knowledge of:

Modern office procedures, methods, and computer systems and equipment.

Principles and practices of customer service and interaction with the public.

Basic record keeping practices and procedures.

Basic arithmetic functions including addition, subtraction, multiplication, division and calculation of percentages and fractions.

Principles and practices of basic business correspondence including proper English usage, spelling, punctuation, and grammar.

Ability to:

Perform a wide variety of clerical and accounting customer service duties.

Review documents related to assigned duties; observe, identify office operations and procedures; understand, interpret and explain District and department policies and procedures.

Use specialized customer service information software.

Apply pertinent District and department policies.

Apply principles and practices of billing and collections; learn to apply balancing techniques with speed and accuracy.

Perform rapid and accurate arithmetic calculations; use a 10 key calculator.

Perform detailed and accurate clerical work while experiencing frequent interruption.

Set up and maintain manual and computerized records, files, and accounts.

Communicate clearly and concisely, both orally and in writing.

Preserve a high level of confidentiality of information encountered as part of work.

Establish and maintain effective working relationships with those contacted in the course of work.

REQUIREMENTS:

Ability to, on a continuous basis, sit at desk and/or stand at counter for long periods of time; intermittently twist and reach office equipment; write and use keyboard to communicate through written means; lift or carry weight up to 20 pounds.

Must be enrolled in college work experience program during the semester of employment to qualify.

Approved: 4/14/14

I have reviewed this job description with my Supervisor and agree with its contents.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

SERVICE WORKER INTERN

FLSA Status: Non-Exempt

DEFINITION

To perform semi-skilled work in the construction, installation, maintenance, and repair of a water service distribution system; and to perform a variety of customer service duties in the field.

DISTINGUISHING CHARACTERISTICS

This is the entry level position in the Service Worker series. Positions in this class typically have little or no directly related work experience and work under immediate supervision while learning job tasks. Incumbents work under immediate supervision while learning job tasks, progressing to general supervision as procedures and processes of assigned area of responsibility are learned.

SUPERVISION RECEIVED AND EXERCISED

Receives immediate supervision from the Facilities Manager; receives technical and functional supervision from an assigned Senior Service Worker.

EXAMPLES OF ESSENTIAL DUTIES - Duties may include, but are not limited to, the following:

Install, maintain, and repair components of a water service distribution system, including valves and a variety of meters, gauges, and flow monitoring devices.

Perform a variety of maintenance and construction tasks.

Inspect water tanks and wells and surrounding areas for vandalism and water supply security problems; report to supervisor, as appropriate.

Operate, maintain, repair and paint air operated vacuum valves.

Perform building and grounds maintenance, as assigned.

Clean work vehicles; stock vehicles with parts and materials according to service order needs.

Perform maintenance and repair of angle stops.

Respond as needed to customer concerns in the field or refer to other District staff as appropriate.

Build and maintain positive working relationships with co-workers, other District employees and the public using principles of good customer service.

Perform related duties as assigned.

EDUCATIONAL OPPORTUNITY

The intern position will provide the following educational experiences:

Knowledge of:

Basic construction methods, materials, and equipment.

Basic building and grounds maintenance techniques and methods.

Ability to:

Construct, install, maintain, and repair components of a water service distribution system.

Know and understand operations, and observe safety rules; intermittently analyze problem equipment; identify and locate equipment; interpret work orders; remember equipment location; and explain jobs to others.

Use various hand and power tools and equipment, including digging bar, push broom and drills.

Read and understand distribution system maps and related drawings.

Complete required reports related to work activities.

Perform building and grounds maintenance work.

Perform heavy manual labor and work in traffic situations.

Work outdoors in a variety of weather conditions.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

REQUIREMENTS:

Ability to intermittently, sit while studying or preparing reports; bend, squat, climb, kneel and twist when performing installation of equipment; perform simple and power grasping, pushing, pulling, and fine manipulation; and lift or carry weight up to 50 pounds.

Must be enrolled in college work experience program during the semester of employment to qualify.

Approved: 4/4/14

I have reviewed this job description with my Supervisor and agree with its contents.

Employee Signature

Date

Supervisor Signature

Date

The specific statements shown in each section of this job description are not intended to be all-inclusive. They represent typical elements and criteria necessary to successfully perform the job.

MINUTES OF MEETING OF THE FINANCE COMMITTEE OF THE PALMDALE WATER DISTRICT, MARCH 3, 2014:

A meeting of the Finance Committee of the Palmdale Water District was held Monday, March 3, 2014, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Dizmang called the meeting to order.

1) Roll Call.

Attendance:

Finance Committee:
Gloria Dizmang, Chair
Vincent Dino, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Robert Alvarado, PWD Director
Matt Knudson, Assistant General Manager
Mike Williams, Finance Manager
Dennis Hoffmeyer, Senior Accountant
Bob Egan, Financial Advisor
Dawn Deans, Executive Assistant
3 members of the public

2) Adoption of Agenda.

Chair Dizmang stated that it has been requested to consider Agenda Item No. 5 after Agenda Item No. 4.1 after which it was moved by Committee Member Dino, seconded by Chair Dizmang, and unanimously carried to adopt the agenda, as amended.

3) Public Comments.

Mr. Ralph Velador, of the Laborers Union, challenged the Committee to do the right thing for the community and constituents of the District by negotiating a Community Workforce Agreement with the Building and Trades for the District's projects.

Chair Dizmang then requested a copy of the Community Workforce Agreement followed by discussion of other agencies who use these types of Agreements.

There were no further public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Meeting Held February 3, 2014.

It was moved by Committee Member Dino, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the Finance Committee meeting held February 3, 2014, as written.

5) Information Items.

Mr. Paul Kaymark, of Charles Z. Fedak & Company, distributed and reviewed their Opening Informational Letter for their audit process, reviewed the next steps, and stated that they hope to deliver the final financial statements, management letter, and closing letter at an April Board meeting.

5.1) Status on Development of a Financial Calendar. (General Manager LaMoreaux)

General Manager LaMoreaux distributed a draft Financial Calendar and stated that staff will continue adding to the Financial Calendar followed by discussion of the distribution of the Request for Proposals for the rate process.

Finance Manager Williams then reported that all information has been provided to the State Auditors for their audit of the District after which General Manager LaMoreaux stated that the District will have an opportunity to review the draft audit prior to publication.

Finance Manager Williams then reported that the IVR phone system is anticipated to be on line next week and that the payment kiosk will be delivered in approximately three weeks.

There were no further information items.

4.2) Discussion and Overview of Cash Flow Statement and Current Cash Balances as of January 31, 2014. (Financial Advisor Egan)

Financial Advisor Egan reviewed the investment funds and cash flow reports as of January 31, 2014, including the expected decrease in cash due to carry-over payables and planned assessments received, and then provided an overview of the market value of the District's investments and the balance of the bond funds.

4.3) Discussion and Overview of Financial Statements, Revenue and Expense and Departmental Budget Reports for January 31, 2014. (Finance Manager Williams)

Finance Manager Williams reviewed the balance sheet, profit and loss statement, year-to-year comparisons, month-to-month comparisons, consumption comparisons, and revenue and expense analysis reports for the period ending January 31, 2014 along with the graphic presentations for these reports and stated that all departments, with the exceptions of Administration, Engineering, and Finance, operated at or below the targeted expenditure percentage of 8.3% or less and then reviewed in detail the line items over budget in each of these departments.

The progress on meter replacement projects was then discussed.

4.4) Discussion and Overview of Committed Contracts Issued. (Assistant General Manager Knudson)

Assistant General Manager Knudson reviewed payments for projects funded from the Water Revenue Series 2013A Bonds and the engineering projects included in the Committed Contracts and Payout Schedule.

4.5) Discussion and Review of the District's Bid Procurement and Change Order Policy – Rules and Regulations Appendix M. (General Manager LaMoreaux)

General Manager LaMoreaux reviewed Appendix M of the District's Rules and Regulations followed by discussion of the requirements for local vendors and contractors.

Mr. Velador then, again, challenged the Committee to do the right thing for the community and constituents of the District and put local workers to work through the negotiation of a Community Workforce Agreement with the Building and Trades for the District's projects followed by discussion of local companies qualified to perform District contracts and certifications of Laborers Union workers.

General Manager LaMoreaux then reviewed the intent of the District's policy to obtain the most work for the dollar for all District ratepayers, of an upcoming meeting with Building and Trades, and of staff's efforts to collect facts on all contracted jobs since 1994 to statistically review how projects were awarded.

Chair Dizmang then requested Mr. Velador provide the Committee with cost savings with and without a Community Workforce Agreement after which it was moved by Committee Member Dino, seconded by Chair Dizmang, and unanimously carried to table this item to the next Committee meeting.

4.6) Discussion and Review of Grant Writing Services. (General Manager LaMoreaux)

General Manager LaMoreaux stated that based on discussions with The Mathis Group, he recommends this item be placed on hold until the Strategic Plan process and organizational changes are reviewed after which Chair Dizmang stated that this item is tabled to the next meeting.

4.7) Review of Walnut Valley Water District Low Income Assistance Program. (Finance Manager Williams)

Finance Manager Williams reviewed Walnut Valley Water District's Low Income Assistance Program along with staff's recommendations for revisions if a similar program is adopted for the District, and after a brief discussion of funds for a Low Income Assistance Program being provided through the District's leased property agreements and of income verification methods, the Committee concurred with staff's recommendations and directed staff to proceed with the development of a Low Income Assistance Program.

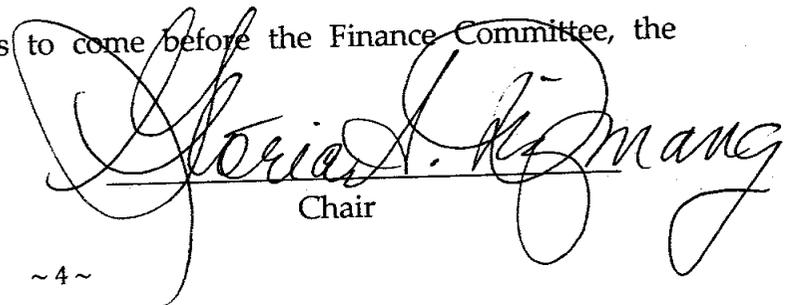
6) Board Members' Requests for Future Agenda Items.

There were no requests for future agenda items.

It was then stated that the next Finance Committee meeting will be held April 7, 2014 at 9:30 a.m.

7) Adjournment.

There being no further business to come before the Finance Committee, the meeting was adjourned.


Chair

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, MARCH 19, 2014:

A meeting of the Facilities Committee of the Palmdale Water District was held Wednesday, March 19, 2014, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Estes called the meeting to order.

1) Roll Call.

Attendance:

Facilities Committee:

Joe Estes, Chair

Vincent Dino, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager

Robert Alvarado, PWD Director

Matt Knudson, Assistant General Manager

Tim Moore, Facilities Manager

Dawn Deans, Executive Assistant

1 member of the public

2) Adoption of Agenda.

It was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried to adopt the agenda, as written.

3) Public Comments.

There were no public comments.

4) Action Items:

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held February 10, 2014.

It was moved by Committee Member Dino, seconded by Chair Estes, and unanimously carried to approve the minutes of the Facilities Committee meeting held February 10, 2014, as written.

4.2) Consideration and Possible Action on Proposal Received From CWI Cal-West for Purchase and Installation of New Audio Equipment for Main Board Room. (\$26,400.00 – Non-Budgeted – Information Technology Manager Stanton)

After a brief discussion of the proposal received from CWI Cal-West for the purchase and installation of new audio equipment for the main Board room, the age of

the existing system, regular asset maintenance, and the recent insurance premium refund, it was moved by Chair Estes and seconded by Committee Member Dino to concur with staff's recommendation to accept the proposal received from CWI Cal-West for the purchase and installation of new audio equipment for the main Board room in the not-to-exceed amount of \$30,000.00 and to present this item to the full Board for consideration at the next regular Board meeting.

Mr. Michael Leighty, Palmdale resident, then questioned the competitive bid process for this work and informed the Committee of other low income utility programs, and after a further discussion of the CWI Cal-West proposal, the motion unanimously carried.

4.3) Consideration and Possible Action on Restricted Access for all Directors to all Facilities. (Director Estes)

Chair Estes clarified this item is for 'unrestricted' rather than 'restricted' access for all Directors to all facilities and then stated that he recommends staff and legal counsel draft a policy that allows Directors to come and go to all facilities in a safe manner without restrictions; that no other public officials he has spoken with have any restrictions to the facilities within their jurisdictions and come and go as they see fit day or night based on their schedules; and that he believes the 'restricted access' rule is a self-imposed rule and needs to be fixed.

General Manager LaMoreaux then restated his previous response to Chair Estes and stated that he recommends Chair Estes contact Mr. Damon from JPIA regarding liability and indemnification issues; that staff will develop a draft policy as directed and present same at a future Committee meeting; and that he suggests JPIA review the draft policy in addition to legal counsel.

5) Information Items.

5.1) Status Report on 2014 Engineering, Facilities, and Operations Department Goals, Projects, and Functions. (Assistant General Manager Knudson)

Assistant General Manager Knudson provided an overview of the primary responsibilities and goals of the Engineering Department, Facilities Department, and Operations Department, as well as the 2013 accomplishments and 2014 goals for each of these Departments based on the approved budget; provided a detailed review of a

Consolidated Project List for these departments; and stated that a written update on the status of these projects will be provided on a monthly basis with the financing of these projects reviewed by the Finance Committee.

The purpose of flushing and alternatives for running this water to waste were then discussed after which it was stated that staff will develop an overview of flushing locations and frequencies and present same at a future Committee meeting, and it was recommended customers be advised on the flushing process through the Water News.

5.2) Status Report on Wind Turbine Performance. (Assistant General Manager Knudson)

Assistant General Manager Knudson reviewed the third and fourth quarter wind turbine performance summaries and stated that the wind turbine generated \$72,000 in energy savings for the third quarter with less generated in the fourth quarter due to maintenance, repairs, and less wind followed by a review of net metering.

5.3) Other.

General Manager LaMoreaux stated that, along with a group of seventeen other water agencies, the District is part of the Public Water Agencies Group; that this Group has discussed sharing the cost of an Emergency Management Expert rather than adding a full time position to each of the agencies; and that shared costs and duties of this position are still under development.

There were no additional information items.

6) Board Members' Requests for Future Agenda Items.

Chair Estes requested an item be included on the next agenda for "Discussion and possible action on moving the Board room voting board to allow more visibility to the public" after which General Manager LaMoreaux recommended a general upgrade of the entire Board voting system.

There were no further requests for future agenda items.

7) Tour of District Facilities Located at 2005 and 2029 East Avenue Q, Palmdale.

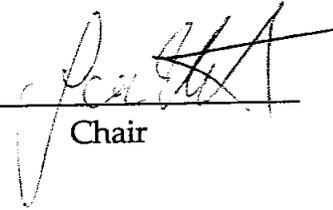
MARCH 19, 2014
FACILITIES
COMMITTEE MEETING

At 9:08 a.m., Chair Estes stated that the Committee and those in attendance will now tour the District's facilities located at 2005 and 2029 East Avenue Q, Palmdale. He reconvened the Committee meeting at 10:04 a.m. and thanked staff for the informational tour.

It was stated that the next Facilities Committee meeting will be held April 16, 2014 at 8:00 a.m.

8). **Adjournment.**

There being no further business to come before the Facilities Committee, the meeting was adjourned.


Chair