



PALMDALE WATER DISTRICT

2029 East Avenue Q • Palmdale, California 93550 • Telephone (661) 947-4111
Fax (661) 947-8604
www.palmdalewater.org

Board of Directors

ROBERT E. ALVARADO
Division 1

GORDON G. DEXTER
Division 2

GLORIA DIZMANG
Division 3

KATHY MAC LAREN
Division 4

STEVE R. CORDOVA
Division 5

LAGERLOF, SENECA, GOSNEY & KRUSE LLP
Attorneys



September 21, 2012

*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, September 26, 2012
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 special meeting held September 6, 2012.
 - 6.2) Approval of minutes of regular meeting held September 12, 2012.
 - 6.3) Payment of bills for September 26, 2012.
- 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 claim received from Thomas Brian McDow. (General Manager LaMoreaux)
 - 7.2) Consideration and possible action on Joint Exercise of Powers Agreement Creating the Palmdale Recycled Water Authority. (General Manager LaMoreaux)
 - 7.3) Consideration and possible action on Human Resources Consultant Contract. (General Manager LaMoreaux)
 - 7.4) Consideration and possible action on Water Meter Exchange Project at various locations under Specification No. 1202. (\$50,000 – Non-budgeted – Facilities Committee/Engineering Manager Knudson)
 - 7.5) Consideration and possible action on Board and staff attendance at conferences, seminars, and training sessions as follows:
 - a) Schneider Electric Advanced ClearSCADA Training to be held November 6-8, 2012 in Fresno.
- 8) Information Items:
 - 8.1) Reports of Directors: Meetings/Committee Meetings/General Report.
 - 8.2) Report of General Manager.
 - a) District vacancies.
 - b) Status on interaction with Capitol Dynamics.
 - c) Status of legal services survey.
 - 8.3) Report of Attorney.
- 9) Public comment on closed session agenda matters.
- 10) Closed session under:
 - 10.1) Government Code Section 54956.9(a), existing litigation: *Antelope Valley Ground Water Cases*.
 - 10.2) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District, Case No. BC413432 (Rate Litigation)*.
 - 10.3) Government Code Section 54956.9(a), existing litigation: *City of Palmdale vs. Palmdale Water District and Palmdale Water District Public Facilities Corporation, Case No. BC413907 (Validation Action)*.

- 10.4) Government Code Section 54956.9(a), existing litigation: *Palmdale Water District vs. City of Palmdale, Case No. BC420492 (Recycled Water Litigation)*.
- 10.5) Government Code Section 54956.9(a), existing 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*.
- 10.6) Government Code Section 54956.9(a), existing litigation: *Central Delta Water Agency vs. Department of Water Resources, Sacramento Superior Court Case No. 34-2010-80000561*.
- 10.7) Government Code Section 54956.9(a), pending litigation: *Velez v. City of Palmdale, et al, Los Angeles Superior Court Case No. MC023216*.
- 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/dh

PALMDALE WATER DISTRICT BOARD MEMORANDUM

DATE: September 18, 2012 **September 26, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: *AGENDA ITEM NO. 7.1 – CONSIDERATION AND POSSIBLE ACTION
ON CLAIM RECEIVED FROM THOMAS BRIAN McDOW.*

Recommendation:

Staff recommends denying the claim submitted by Thomas Brian McDow.

Impact of taking no action:

The Board must take action.

Background:

The claimant alleges that on September 6, 2012, the rear wheel on his vehicle was damaged after driving over a loose main line valve lid by 57th Street East and Avenue S. On September 7, 2012, the claimant came to the District office to report the incident and brought the valve lid with him as proof. The claimant completed and submitted a claim form with the Administrative Services Department requesting \$350.00 to cover the cost of the vehicle's damage.

As of September 12, 2012, the Facilities Department had not received any complaints or reports of missing valve lids, or any other associated street hazards, within the Avenue S and 57th Street East service area.

Supporting Documents:

- Claim Form submitted by Mr. McDow
- Work estimate by Audio City provided by Claimant
- Memorandums from the Administrative Services and Facilities Departments

Claim Form

(A claim shall be presented by the claimant or by a person acting on his behalf.)

NAME OF DISTRICT:	
1	<p>Claimant name, address (mailing address if different), phone number, social security number, and date of birth.</p> <p>Name: <u>Thomas Brian McDow</u> Phone Number: <u>661 878-1877</u></p> <p>Address(es): <u>5671 Linden or Patmdale CA 93552</u></p> <p>Social Security Number: <u>(614) 05-6702</u> Date of Birth: <u>7-17-81</u></p>
2	<p>List name, address, and phone number of any witnesses.</p> <p>Name: <u>Danny</u></p> <p>Address: _____</p> <p>Phone Number: <u>(818) 335 5242</u></p>
3	<p>List the date, time, place, and other circumstances of the occurrence or transaction, which gave rise to the claim asserted.</p> <p>Date: <u>9-6-12</u> Time: <u>7:30</u> Place: <u>Ave S and 57th street east</u></p> <p>Tell What Happened (give complete information):</p> <p><u>I drove over a service hole plate wasn't on good and it did damage to my vehicle</u></p> <p>NOTE: Attach any photographs you may have regarding this claim.</p>
4	<p>Give a general description of the indebtedness, obligation, injury, damage, or loss incurred so far as it may be known at the time of presentation of the claim.</p> <p><u>A damaged rear wheel</u></p>
5	<p>Give the name or names of the public employee or employees causing the injury, damage, or loss, if known.</p>
6	<p>The amount claimed if it totals less than ten thousand dollars (\$10,000) as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage or loss, insofar as it may be known at the time of the presentation of the claim, together with the basis of computation of the amount claimed. If the amount claimed exceeds ten thousand dollars (\$10,000), no dollar amount shall be included in the claim. However, it shall indicate whether the claim would be a limited civil case.</p> <p><u>\$ 350.00</u></p>
<p>Date: <u>9-7-12</u> Time: <u>11:30</u> Signature: <u>[Signature]</u></p> <p>ANSWER ALL QUESTIONS. OMITTING INFORMATION COULD MAKE YOUR CLAIM LEGALLY INSUFFICIENT!</p>	



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[illegible]

GUARANTEE: All Sales Final. No refunds or cancellations. One year warranty on chrome plated wheels. (Wire wheels are excluded) All products sold by Audio Car carry the standard manufacturer's warranty. 3 months warranty on all Splinters. No warranty on custom painted wheels. Laydowns, deposits are not refundable. 35% restocking fee on all canceled orders.

All claims must be accompanied with this receipt.

MEMORANDUM

ADMINISTRATIVE SERVICES DEPARTMENT

September 12, 2012

FROM: Judith Hernandez, Assistant Customer Service Supervisor

TO: Dennis LaMoreaux

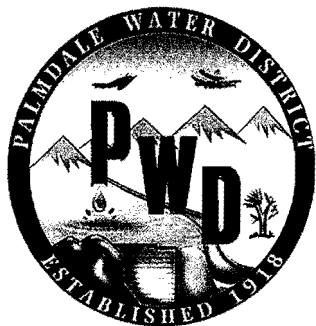
SUBJECT: Claim Filed by Mr. Thomas McDow



On September 07, 2012, Mr. Thomas McDow came into the District; he was assisted by CSR Gloria Barragan, he stated that one of our main line valve lids located in the middle of the street by 57th St E. and Avenue S had damaged his car. He further explained that as he drove over it, the lid hit his car and damaged one of the tires. Gloria asked him if the lid was off and he replied he did not know and he did not notice anything in the street until he heard the noise from the impact. Mr. McDow had removed the lid from the street and brought it in as proof he said. I instructed Gloria to provide Mr. McDow with the claim form and to advise him to complete it and return it. Also, he was advised the claim will be submitted to Tim Moore the following Monday since Tim was off that day, and that Tim will call him back if any other information was required or to let him know what the next step was. He quickly completed the claim form and submitted along with the lid.

I immediately contacted Robert Rosati, field service technician, and asked him to replace the lid to avoid any further accidents. Robert did as instructed and the lid was replaced the same day.

Lastly, I called Tim Moore and left him a voice mail advising him of the situation and I indicated that such claim form and the old lid were at my desk.



FACILITIES DEPARTMENT

Tim Moore – Facilities Manager

Palmdale Water District
2029 East Avenue Q
Palmdale, CA 93550

Telephone 661-947-4111

Fax 661-947-8604

September 12, 2012

In regards to the service area of Avenue S and 57th. St. E. the Facilities department had not received any complaints, reports of missing valve lids or street hazards associated with valve boxes, vaults or lids protecting system structures.

Tim M. Moore

**JOINT EXERCISE OF POWERS AGREEMENT CREATING THE
PALMDALE RECYCLED WATER AUTHORITY**

This Agreement is made this _____ day of _____, 2012, by and between the City of Palmdale, a California Charter City (“City”) and Palmdale Water District, an Irrigation District under Division 11 of the California Water Code (“PWD”).

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*, authorizes public agencies by agreement to exercise jointly any power common to the contracting parties;

WHEREAS, the City and PWD are each “public agencies” as that term is defined in California Government Code section 6500;

WHEREAS, the City and PWD have each determined that it is in the public interest to create the Palmdale Recycled Water Authority, an entity separate from the City and PWD to, among other things, jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems;

WHEREAS, the City and PWD have entered into a Settlement Agreement dated _____, 2012, that calls for the creation of the Authority. Under the Settlement Agreement, the City and PWD agreed to use their best efforts to accomplish a reallocation of the recycled water supply produced by County Sanitation Districts Nos. 14 and 20 such that the effluent generated within the City of Palmdale that is tributary to the Palmdale Treatment Plant (Sanitation District No. 20) and to the Lancaster Treatment Plant (Sanitation District No. 14), less that previously allocated for environmental projects by both Sanitation Districts Nos. 14 and 20 and 4,000 acre-feet for the Palmdale Power Plant, is available to the Authority for purchase.

NOW, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, the members and each of them do hereby agree as follows:

Article 1 Definitions

1.1 Definitions. As used herein, the following terms have the meaning ascribed thereto, unless the context requires otherwise.

“Act” means the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*

“Agreement” means this Joint Powers Agreement.

“Authority” means the Palmdale Recycled Water Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors, which is the governing body of the Authority.

“Bonds” means bonds, notes, commercial paper, floating rate, and variable maturity securities, and any other evidences of indebtedness and also includes certificates of participation, lease-purchase agreements or loan agreements.

“Sanitation Districts” means the Los Angeles County Sanitation Districts Nos. 14 and 20.

“Director” means a member of the Board of Directors.

“Effective Date” means the date on which this Agreement shall become effective and the Authority shall exist as a separate public agency.

“Members” means the City and PWD.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Public Agency” means those public entities set forth in Section 6500 of the Act.

“Public Capital Improvements” mean one or more projects specified in Section 6546 of the Act.

“Waterworks” means the Los Angeles County Waterworks District No. 40.

“Working Capital” means money to be used by, or on behalf of, a Member for any purpose for which a Member may borrow money pursuant to California Government Code Section 53852.

Article 2 Formation and Purpose

- 2.1 Effective Date and Term. This Agreement shall become effective and the Authority will come into existence as a separate public agency on the date this Agreement is executed by the City and PWD. The Authority will continue to exist and this Agreement will remain in effect, until this Agreement is terminated pursuant to Article 8.
- 2.2 Formation. There is formed as of the Effective Date a public agency named the “Palmdale Recycled Water Authority.” Pursuant to Sections 6506 and 6507 of the Act, the Authority is an independent public agency separate from the Members. Unless otherwise agreed by the Members, the debts, liabilities, and obligations of the Authority are not debts, liabilities or obligations of the Members.

- 2.3 Purpose. The purpose of the Agreement is to establish an independent public agency in order to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Sanitation Districts for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems.
- 2.4 Boundary. The boundary of the Authority shall be the jurisdictional boundary of PWD, and shall encompass that portion of the City within the jurisdictional boundary of PWD.

Article 3 Powers

- 3.1 General Powers. The Authority shall have the powers common to the Members and such additional powers set forth in the Act and other statutes applicable to the Authority, and is hereby authorized to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to each of the following:
- a. Distributing recycled water for reasonable and beneficial uses, including irrigation and recharge;
 - b. Charging fees for recycled water;
 - c. Making and entering into contracts;
 - d. Employing employees, agents, consultants, legal counsel and other experts;
 - e. Conducting studies, including but not limited to environmental studies;
 - f. Promoting or advertising the services provided by the Authority;
 - g. Promoting legislation helpful to the goals of the Authority;
 - h. Applying for, receiving and complying with requirements for state or federal grants;
 - i. Acquiring, owning, holding title to, constructing, managing, maintaining, operating, disposing of or donating real or personal property or other assets;
 - j. Incurring debts, liabilities or obligations and issuing Bonds;
 - k. Adopting, levying, collecting and/or administering assessments to the extent allowed by law, or assisting the Members to do so;
 - l. Suing and being sued in its own name, including initiating or otherwise participating in proceedings to validate its actions;

- m. Applying for and executing appropriate grants or contracts of financial assistance.
- n. Applying for, negotiating and obtaining commercial loans as allowed by law;
- o. Administering the funds of the Members for the purposes set out here subject to rules adopted by the Authority for such administration;
- p. Coordinating programs provided by the Members to carry out the goals of the Authority;
- q. Adopting budgets;
- r. Adopting rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
- s. Accepting donations;
- t. Carrying out and enforcing all provisions of this Agreement and any related agreements.
- u. Imposing impact or development fees, including, but not limited to, fees under the Mitigation Fee Act (Government Code sections 66000 *et seq.*)

Article 4 Organization

- 4.1 **Board of Directors.** The governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Members.
- 4.2 **Powers of the Board.** The Board shall conduct or authorize to be conducted all business and activities of the Authority consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.3 **Operating Rules and Regulations.** The Board may adopt from time to time such Operating Rules and Regulations, including but not limited to policies, procedures, bylaws, rules or regulations, for the conduct of its affairs as deemed necessary by the Board.
- 4.4 **Term of Office.** Each Director who is a member of the Member's governing body shall serve on the Board for renewable one year terms and shall cease to serve on the Board if such Director ceases to be an elected official of the Member. Vacancies on the Board shall be filled in the same manner as the original appointment. Notwithstanding anything in this Section to the contrary, each Director shall serve at the pleasure of the

Member that the Director is representing and such Member may remove and replace the Director at any time.

- 4.5 Meetings of the Authority. Meetings of the Authority shall be governed by the Ralph M. Brown Act (Govt. Code Section 54950 *et seq.*, the “Brown Act”). At its organizational meeting, the Authority shall adopt provide for its regular meetings at dates, times and places set out by resolution. That Resolution shall be provided to all Members. The Board shall hold at least one regular meeting during each fiscal year. Pursuant to the Brown Act, the Secretary of the Authority shall cause minutes to be prepared for all regular and special meetings (but not any closed sessions) and copies of such minutes shall be provided to the Directors as soon as possible.
- 4.6 Conflict of Interest Code. The Authority shall adopt a conflict of interest code.
- 4.7 Quorum. A majority of the Directors shall constitute a quorum.
- 4.8 Voting. Except as otherwise provided by law or in section 4.9 below, any action taken by the Authority shall require the affirmative vote of a majority of the quorum present and voting on the item. A Director who has announced a conflict of interest is not considered a part of the quorum. An abstention for other than conflict reasons shall be considered a no vote. Notwithstanding anything in this paragraph to the contrary, less than a quorum may adjourn from time to time in accordance with law.
- 4.9 Special Voting Situations. The following Board actions require the affirmative vote of at least one Director from the City and one from the PWD:
- a. Agreements to provide recycled water to any person or entity other than the City or PWD.
 - b. Capital expenditures exceeding \$100,000.
 - c. Adoption or modification of any combined recycled water master plan.
 - d. Settlement of lawsuits over \$10,000.
 - e. Adoption of its initial and all annual operating budgets.
 - f. Setting recycled water rates.
 - g. Disposition of assets and funds upon termination, pursuant to section 5.8(d).
- 4.10 Chair and Vice Chair. The Board shall elect from among themselves a Chair and Vice Chair. The Chair shall be the presiding officer of all Board meetings and shall represent the Authority and execute any contracts and other documents when required by the Operating Rules and Regulations. The Vice Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.

The office of either the Chair or Vice Chair shall be declared vacant and a new election shall be made if the person serving dies, resigns, or the Member that the person represents removes the person as its representative on the Board.

- 4.11 Director Compensation. Compensation for work performed by Directors on behalf of the Authority shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors. Members may provide for compensation and/or reimbursement of expenses to the fifth director, as allowed by law.
- 4.12 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes and other records of the Authority and shall perform such other duties as specified by the Board.
- 4.13 Treasurer and Auditor. The Authority shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and Auditor.

A qualified person shall be (i) the treasurer or chief financial officer of one of the Members; (ii) a certified public accountant; or (iii) such other consultant, officer or employee of the Authority or an administrative services provider as the Authority deems qualified to act as Treasurer or Auditor, respectively. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act.

The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

- 4.14 Staff. The Authority may appoint, by contract or otherwise, an Executive Director and other staff as necessary. The Executive Director shall have all powers delegated to the Executive Director by the Authority. In addition the Executive Director shall have the power to appoint and remove all employees of the Authority, except for the Auditor, Treasurer and those providing expert services, such as legal counsel, financing consultants, accountants, engineers, architects and other advisors, who shall be appointed by the Board.
- 4.15 Bonding Persons Having Access to Property. The Members hereby designate the Executive Director and Treasurer, and designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such persons shall file an official bond in an amount to be fixed by the Board.

- 4.16 Provision of Administrative Services Provider. The Board may approve the use of staff of the Members for purposes of planning, implementing, operating and administering any of the programs approved by the Board.
- 4.17 Committees. The Authority may appoint *ad hoc* and standing committees to carry out the business of the Board, as deemed necessary and in the manner determined by the Board.
- 4.18 Technical Advisory Committee. The Board may elect to form a Technical Advisory Committee that will provide assistance and advice to the Board and exercise any powers delegated to it by the Board. The Technical Advisory Committee shall be comprised of three representatives appointed by each Member. The Member's governing body may appoint its representatives to the Technical Advisory Committee, and one alternate representative, in the manner determined to be appropriate by the Member. Such representative or alternate may be any person resident within the jurisdictional boundaries of the Member, or a person possessing knowledge and interests in California water policy.

The Technical Advisory Committee will be subject to the Operating Rules and Regulations established by the Board.

- 4.19 Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Members agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board.
- 4.20 Authority Legal Counsel. The Board may retain and appoint legal counsel for the Authority.

Article 5 Financial Provisions

- 5.1 Fiscal Year. The Authority's fiscal year shall begin January 1 and shall include the period from then through December 31st. The first year of operation of the Authority shall be a partial year of operation.
- 5.2 Member Contributions. Except as otherwise prohibited, any Member may make contributions of money or assets to the Authority; make or advance payments of public funds to defray the cost of Authority operation; and contribute personnel, equipment or property instead of or in addition to other contributions or advances. Such contributions shall be paid to and disbursed by the Authority as set out in separate agreements between the Authority and the Member and approved by the Board and the governing body of the Member.

It is hereby acknowledged that the City, at the time of Authority's formation, has contributed the recycled water infrastructure installed to date known as Phase I which provides recycled water to McAdam Park, Palmdale, CA.

5.3 Member Loans. By official action of a Member's governing body, any Member may loan or advance funds to the Authority to meet the Authority's necessary budgeted expenses. Such loans shall bear interest until repaid at a rate agreed upon by the Member and the Authority. All such loans shall be repaid with interest from legally available funds of the Authority. It is anticipated that such funding may continue for an extended period of time. Nothing in this Agreement shall be deemed to obligate or require any of the Members to loan money, advance funds or provide property, assets, staffing or in lieu services to the Authority.

5.4 Depository.

- a. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.
- b. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- c. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.5 Budget. The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by January 1 of each succeeding year. The Board may revise the budget from time to time as may be necessary to address changed circumstances, contingencies and unexpected expenses.

Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by the program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

5.6 Debts and Liabilities. As permitted under Section 6508.1 of the Act, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation

and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

5.7 Credit. Notwithstanding the preceding section, the Members agree to pledge their credit as necessary or appropriate to obtain financing for the Authority.

5.8 Disposition of Authority Property, Funds and Other Assets Upon Termination.

- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority property, funds, and other assets, including any interest earned in deposits, remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.
- b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority property, funds, and other assets, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall first be used to return any unreimbursed contribution of each Member, and the remainder shall be divided equally between the Members.
- c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority property, funds, and other assets, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and Members.
- d. In the event the Authority is terminated and remaining funds must be allocated under the circumstances falling with (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

Article 6 Operations

- 6.1 Recycled Water Contract. Within 65 days after the execution of this Agreement, the City shall assign to the Authority its existing contract with Los Angeles County Sanitation Districts Nos. 14 and 20 to purchase up to 2,000 acre-feet of recycled water, dated July 1, 2009. This shall not be considered to be a Member contribution under section 5.2.
- 6.2 Master Plan. The Authority shall adopt a master plan for recycled water combining the City's and PWD's existing master plans, following environmental review.
- 6.3 Price of Recycled Water. The price of recycled water sold to the City or PWD shall be set to cover the purchase price of the recycled water, operation and maintenance costs of the Authority, and financing costs.

- 6.4 Impact Fee. The Authority shall adopt an impact fee in order to pay capital costs, including reimbursement to the City of the cost of the recycled water infrastructure installed to date known as Phase I, which provides recycled water to McAdam Park.

Article 7 Amendments

- 7.1 Amendments. This Agreement may be amended only upon the affirmative vote of both Members.

Article 8 Termination

- 8.1 Termination. This Agreement may be terminated by the mutual agreement of both Members at any time, or by one Member after the tenth anniversary of the execution of this Agreement; provided, however, that prior to any termination by one Member, the Members agree to engage in the dispute resolution procedure under section 9.10, and such termination shall not be effective until six months after the completion of that procedure. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to this Agreement.

Article 9 Miscellaneous Provisions

- 9.1 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, or employees.
- 9.2 Indemnification of Members. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Members and the public. The Authority shall defend, indemnify and hold harmless the Members and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 9.3 Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement or its application to any person or circumstances shall be held invalid, unlawful or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

- 9.4 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all of the other Members, and any attempt to assign or delegate such rights or duties in contravention of this Section is null and void. This Agreement inures to the benefit of, and be binding upon, the successors and assigns of the Members.
- 9.5 No Rights In Third Parties. All of the terms, conditions, rights and duties provided for in this Agreement are, and will always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.
- 9.6 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.
- 9.7 Further Assurances. Each Member agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 9.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 9.9 Members to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member, as the case may be, or such other person designated in writing by the Authority or Member. Notices given to one Member shall be copied to all other Members. Notices given to the Authority shall be copied to all Members.
- 9.10 Dispute Resolution. Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement (“a Dispute”) arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party

representatives regarding a Dispute and attempt to settle the Dispute before the Board meeting. If the Parties do not settle the Dispute within five (5) calendar days after the Board meeting, the Parties shall submit to mediation of the Dispute to be held within thirty (30) days of the request for mediation. If mediation is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing dispute resolution under this section.

9.11 Governing Law. This Agreement is to be governed by and construed according to the laws of California.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all Members hereto.

CITY OF PALMDALE

PALMDALE WATER DISTRICT

James C. Ledford, Jr.
Mayor

Gordon Dexter
President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Wm. Matthew Ditzhazy
City Attorney

ATTEST:

Rebecca Smith
City Clerk

**PALMDALE WATER DISTRICT
BOARD MEMORANDUM**

DATE: September 21, 2012 **September 26, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.3 – CONSIDERATION AND POSSIBLE ACTION
ON HUMAN RESOURCES CONSULTANT CONTRACT.***

Additional materials for this agenda item will be hand-delivered, if available,
prior to the meeting.

BURNS BUSINESS SOLUTIONS

Jeannie Burns



"Solving the Puzzle Together"

CONSULTANT AGREEMENT:

BURNS BUSINESS SOLUTIONS CONSULTING CONTRACT

THIS AGREEMENT is made as of _____[date] between PALMDALE WATER DISTRICT ("Client") and Jeannie Burns ("Consultant").

In the event of a conflict in the provisions of any attachments hereto and the provisions set forth in this Agreement, the provisions of such attachments shall govern.

1. **Services.** Consultant agrees to perform for Client the human resources, safety, risk management or training services. Such services are hereinafter referred to as "Services." Client agrees that consultant shall have ready access to Client's staff and resources as necessary to perform the Consultant's services provided for by this contract.

2. **Rate of Payment for Services.** Client agrees to pay Consultant for Services at a rate of \$60.00 per hour as agreed by both Client and Consultant.

3. **Invoicing.** Client shall pay the amounts agreed to herein upon receipt of invoices which shall be sent by Consultant; and Client shall pay the amount of such invoices to Consultant within 30 days of receipt.

4. **Confidential Information.** Each party hereto ("Such Party") shall hold in trust for the other party hereto ("Such Other Party"), and shall not disclose to any non-party to the Agreement, any confidential information of such Other Party. Confidential information is information which relates to Such Other Party's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer systems design and programming.

Consultant hereby acknowledges that during the performance of this contract, the Consultant may learn or receive confidential Client information and therefore Consultant hereby confirms that all such information relating to the client's business will be kept confidential by the Consultant, except to the extent that such information is required to be divulged to the consultant's clerical or

support staff or associates in order to enable Consultant to perform Consultant's contract obligation.

5. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is, or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the services described on Exhibit A and Consultant reserves the right to determine the method, manner and means by which the services will be performed. Consultant is not required to perform the services during a fixed hourly or daily time and if the services are performed at the Client's premises, then Consultant's time spent at the premises is to be at the discretion of the Consultant; subject to the Client's normal business hours and security requirements.

Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant to enable Consultant to perform services required hereunder. The services shall be performed by Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant who performs the services under this agreement.

Consultant shall not be required to devote Consultant's full time nor the full time of Consultant's staff to the performance of the services required hereunder, and it is acknowledged that Consultant has other Clients and Consultant offers services to the general public. The order or sequence in which the work is to be performed shall be under the control of Consultant. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the services shall be provided by Consultant.

Consultant's services hereunder cannot be terminated or cancelled short of completion of the services agreed upon except for Consultant's failure to perform the contract's specification as required hereunder and conversely, subject to Client's obligation to make full and timely payment(s) for Consultant's services as set forth. Consultant shall be obligated to complete the services agreed upon and shall be liable for non-performance of the services. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to insure that Consultant's staff is competent.

6. **Use of Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant shall have all copyright and patent rights with respect to all materials developed under this contract, and Client is hereby granted a non-exclusive license to use and employ such materials within the Client's business.

7. **Disputes.** Any disputes that arise between the parties with respect to the performance of this contract shall be submitted to binding arbitration by the

American Arbitration Association, to be determined and resolved by said Association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of Consultant's address or any other state in which the Client resides or may be located. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be as binding and enforceable.

8. **Taxes.** Any and all taxes, except income taxes, imposed or assessed by reason of this contract or its performance, including but not limited to sales or use taxes, shall be paid by the Client. Consultants shall be responsible for any taxes or penalties assessed by reason of any claims that Consultant is an employee of Client and Client and Consultant specifically agree that Consultant is not an employee of Client.

LIMITED WARRANTY

9. **Liability.** Consultant warrants to Client that the material, analysis, data, programs and services to be delivered or rendered hereunder, will be of the kind and quality designated and will be performed by qualified personnel. Special requirements for format or standards to be followed shall be attached as an additional Exhibit and executed by both Client and Consultant. Consultant makes no other warranties, whether written, oral or implied, including without limitation, warranty of fitness for purpose or merchantability. In no event shall Consultant be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to Consultant in advance or could have been reasonably foreseen by Consultant, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to One Hundred Dollars (\$100.00) as liquidated damages and not as a penalty.

10. **Complete Agreement.** This agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

11. **Applicable Law.** Consultant shall comply with all applicable laws in performing Services but shall be held harmless for violation of any governmental procurement regulation to which it may be subject but to which reference is not

made. This Agreement shall be construed in accordance with the laws of the State indicated by the Consultant's address.

12. **Scope of Agreement.** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

13. **Additional Work.** After receipt of an order which adds to the Services, Consultant may, at her discretion, take reasonable action and expend reasonable amounts of time and money based on such order. Client agrees to pay Consultant for such action and expenditure as set forth in this Agreement for payments related to Services.

14. **Notices.**

Jeannie Burns, Consultant
Burns Business Solutions
13776 Holt Court
Victorville, CA 92394

15. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written. THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Client

Consultant

Print Name and Title

(Date)

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

DATE: September 20, 2012 **September 26, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Matthew R. Knudson, Engineering Manager
VIA: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 7.4 – CONSIDERATION AND POSSIBLE ACTION
ON WATER METER EXCHANGE PROJECT AT VARIOUS
LOCATIONS UNDER SPECIFICATION NO. 1202***

Recommendation:

Staff recommends entering into a contract with Tejon Constructors, Inc. in the not-to-exceed amount of \$50,000 to remove and replace existing water meters and meter encoder assemblies at various locations identified by District staff.

Impact of Taking No Action:

The impact of taking no action would be an increase in the number of non-registering and failed water meters that would increase the quantity of unaccounted for water consumption and therefore decreasing the District's revenue.

Background:

The District has been experiencing an increased number of non-registering water meters and/or water meter encoder assemblies and staff has not been able to keep up with the failure rate, therefore staff developed a scope of work, agreement, and requested a proposal from three (3) contractors that have worked for the District in the past on similar work and received proposals from two (2) of said contractors.

Attached is a spreadsheet that summarizes the history of the District water meter exchange and encoder projects that go back to 2002. As you can see based on the spreadsheet, a majority of the District's water meters have been replaced between 2002 and 2006.

The following is a table that shows the unit prices as submitted by Tejon Constructors, Inc. and BV Construction, Inc. to perform the labor associated with the proposed project.

Item	Description	BV Construction (Unit Price/Each)	Tejon Constructors (Unit Price/Each)
1	Remove existing and install new water meter encoder assembly	\$3.00	\$10.00
2	Remove existing and install new 3/4" x 5/8" water meter	\$49.00	\$23.00
3	Remove existing and install new 1" water meter	\$55.00	\$25.00
4	Remove existing and install new 1 1/2" water meter	\$150.00	\$225.00
5	Remove existing and install new 2" water meter	\$150.00	\$250.00
6	Remove interfering dirt and debris from meter box	\$8.00	\$10.00

Staff will coordinate with the Tejon Constructors, Inc. and provide location of water meters/encoders that will need to be replaced, utilizing the approved unit costs up to a not-to-exceed amount of \$50,000. Based on the unit costs submitted by Tejon Constructors, Inc., it is estimated that the District will be able to replace approximately 1,162 water meters (3/4" x 5/8").

Strategic Plan Element:

This work is part of Strategic Goal 3.0 – Infrastructure Management

Budget:

Since 2009 the District has put on hold meter replacement projects and has not completed any large scale water meter replacement project since 2008. It is recommended that the District make a budget adjustment in the amount of \$50,000 to cover this proposed project.

Supporting Documents:

- Proposed agreement with Tejon Constructors, Inc.
- Spreadsheet entitled "Meter Exchange Projects"

AGREEMENT

This Agreement is entered into this ____ day of _____, 2012 by and between PALMDALE WATER DISTRICT ("District") and Tejon Constructors Inc. ("Contractor").

District and Contractor agree as follows:

1. **Provision of Services and Materials.** Contractor shall perform the services and furnish the materials as set forth in the Scope of Work described in Paragraph 2, below. Such services shall be referred to as the "Work." Contractor shall furnish all labor, material, tools, and equipment necessary to accomplish the Work and shall remove all unnecessary items upon completion of the Work.
2. **Scope of Work.** Contractor to remove and replace existing meters and meter encoder assemblies as indicated on spread sheet in accordance with the Proposed Bid Schedule, General Notes, Exhibit "A", Exhibit "B", and Detail "A" all attached hereto and made a part hereof.
3. **Compensation and Payment; Term.** The District shall pay Contractor a total contract amount of \$ _____ for the Work. The foregoing contract amount shall include all freight costs and taxes required to complete the Work. The District shall pay Contractor within thirty (30) days of receipt of Contractor's invoice for the Work, which invoice shall be rendered upon the District's acceptance of the Work.
4. **License.** Contractor represents and warrants that it now possesses, and at all times during performance of the Work will possess the necessary contractor's license required by law to enable the Contractor to perform the Work contemplated under this Agreement. Contractor shall provide District with its Contractor's license number and expiration date, and shall present satisfactory evidence that its license is in good standing.
5. **Supervision and Superintendence.** The Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Agreement. The Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in completing the Work. Contractor shall only utilize skilled workers to perform any part of the Work that requires special qualifications.
6. **Independent Contractor Status.** Contractor is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such time and attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with this Agreement.

7. **Indemnification.** Contractor shall, to the extent permitted by law, indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of the performance of the Work by Contractor or its employees, agents or subcontractors. The claims, liabilities, damages, losses or expenses covered hereunder include, but are not limited to, settlements, judgments, court costs, attorneys' fees and other litigation expenses, fines and penalties arising out of actual or alleged: (a) injury to or death of any person, including employees of Contractor or District, or (b) loss of or damage to property, including property of Contractor or District, or (c) breach of contract, or (d) damage to the environment. The indemnification obligations under this Paragraph 7 shall not be restricted to insurance proceeds, if any, received by either party or any of their respective directors, officers, employees, agents and/or volunteers.

8. **Insurance.**

A. The Contractor shall not commence or continue to perform any work hereunder unless the Contractor, at its own expense, has in full force and effect, while the Work is in progress and for the full guarantee period: i) a commercial general liability insurance policy insuring against general bodily injury and property damage (ISO Commercial General Liability - Occurrence Form CG 0001) with a limit of not less than \$2,000,000 per occurrence and \$5,000,000 aggregate; ii) a policy insuring against automobile bodily injury and property damage (ISO Form Number CA 0001 (ed. 1/87) with a limit of not less than \$1,000,000 per occurrence, including owned, non-owned and hired autos, and providing coverage for loading and unloading; and iii) workers compensation insurance, in accordance with the workers compensation laws of the State of California. All such policies shall be considered primary in relation to any other insurance maintained by the District and such other insurance maintained by the District shall be considered excess insurance, and not contributing insurance with respect to the insurance required herein. Each policy of insurance, except for workers compensation, shall be endorsed to name the District as an additional insured, and to state that the policy shall not be cancelled, reduced or materially modified without at least thirty (30) days' written notice to the District. Contractor shall provide the District with a certificate evidencing such insurance. Contractor shall not permit any subcontractor to perform work on this project unless all workers' compensation insurance requirements have been complied with by such subcontractor. The Contractor shall defend, protect and save harmless the District and its directors, officers, employees, agents and volunteers from and against all claims, suits and actions arising from any failure of the Contractor or any subcontractor to maintain such workers' compensation insurance.

B. Insurers must be authorized to do business and have an agent for service of process in California and must have an "A" policyholder's rating and a financial rating of at least Class X in accordance with the most current Best's Rating.

C. Any failure of any Contractor-provided insurance to at least match the insurance requirements of this article, whenever such failure is discovered, shall not be the basis on any legal theory whatsoever for any lessening whatsoever of Contractor's financial responsibilities under this Contract for risks described in this Paragraph 8. Nothing contained in the insurance

requirements shall be construed as limiting the extent of the Contractor's responsibility for payment of greater damages resulting from the Contractor's operations under this Agreement.

9. **Time for Completion.** Contractor shall coordinate with the District the Work to be performed under this Agreement and shall diligently undertake such Work, to complete it in as prompt a manner possible in order to minimize any impacts to the operation of the District's water storage and distribution system. Time is of the essence in this Agreement.

10. **Acceptance and Final Cleanup.** Upon completion of the Work, Contractor shall notify the District, which shall inspect the Work and, if, in the District's sole discretion, it is satisfied with the Work, accept the Work in writing. Upon completion of the Work, the Contractor shall clean the grounds occupied in connection with the Work of all rubbish, excess materials and equipment, and all parts of the Work and grounds occupied shall be left in a neat and presentable condition. In the event the Contractor fails to clean up as specified herein, clean up may be performed by the District at the Contractor's expense.

11. **One-Year Guarantee.** The Contractor shall perform its work in accordance with the standards of care and diligence customary in the industry. In the event the Contractor fails to perform in accordance with those standards, and the District has given written notice thereof to the Contractor during the one year period following the date of the District's acceptance of the Work under paragraph 11, above, within three (3) days of receipt of the written notice from the District, the Contractor shall perform all corrective services within the original scope of work as are necessary to conform the Work to such warranty or guarantee. All costs of such reperformance shall be borne by the Contractor.

Contractor does not warranty any materials or equipment supplied by a third party, but shall assign in writing to the District any warranty for such materials or equipment. This paragraph 11 does not in any way limit the guarantee on any items supplied by a third party for which a longer guarantee is specified.

12. **Prevailing Wage.** The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, the Contractor shall forfeit as a penalty to the District 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 the Agreement by them or by any subcontractor 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 Contractor.

13. **Termination for Cause.** If the Contractor refuses or fails to prosecute all or any part of the Work in accordance with this Agreement, or if the Contractor is adjudged a bankrupt, or

14. Termination Without Cause. Notwithstanding Section 14, the District may terminate this Agreement without any cause as described in Section 14, above, by giving Contractor at least twenty (20) days written notice of such termination and Contractor shall cease performing all Work, unless otherwise authorized in writing by the District. In the event of such termination without cause, the District shall, within thirty (30) days of receipt of an invoice from Contractor describing such completed Work, pay Contractor the unpaid balance for all Work performed prior to the date of the notice of termination. The District shall thereafter be released from any further liability for sums due under this Agreement.

If to District: Palmdale Water District
Attention: General Manager

2029 East Avenue Q
Palmdale, CA 93550-4050
(661) 947-4111; Fax: (661) 947-8604

If to Contractor:

16. **Attorneys' Fees.** In any action, at law or in equity, including an action for declaratory relief, seeking to interpret or enforce the terms of the Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in prosecuting or defending such action, including a dispute submitted to arbitration, in addition to any other relief to which such party is entitled.

17. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions shall continue in full force and effect without being impaired or invalidated in any way. If the court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would then become valid and enforceable, then such provision shall be deemed written, construed and enforced as so limited taking into account the intent of the parties at the time of executing this Agreement.

18. **Assignment.** In employing Contractor to perform the Work contemplated under this Agreement, District has relied on the experience, expertise and integrity of Contractor. The rights and obligations of Contractor under this Agreement shall therefore not be assignable without the prior express written consent of District.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and no amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly approved and executed by each of the parties.

20. **Binding Effect.** This Agreement will be binding on and inure to the benefit of the parties to this Agreement and their heirs, personal representatives, successors and assigns.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22. **Venue and Jurisdiction.** This Agreement, and the application or interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of California. Venue for all purposes shall be deemed to lie within Los Angeles County, California, and any action to

enforce this Agreement or for any remedies, damages, or other relief shall only be brought in either the State courts of the State of California in and for the County of Los Angeles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date specified above.


"District"
Palmdale Water District

By: _____
Dennis LaMoreaux, General Manager

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this contract.

"CONTRACTOR"

Tejon Constructors Inc.
License No. 445036
Expiration Date: 8-31-2013

By: 
Title: Vice President

NOTE: Contractor shall furnish, to the satisfaction of District's legal counsel, verification that the persons signing this Agreement as Contractor or on behalf of the Contractor have authority and legal authorization to bind the Contractor.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board, which has jurisdiction to investigate complaints against contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors= State License Board, P.O. Box 26000, Sacramento, California 95826.

METER EXCHANGE PROJECTS

RTE NO.	SPEC 0206 (2002)		SPEC 0301 (2003)		SPEC 0409 (2004)		SPEC 0601 (2006)		SPEC 0701 (2007)			SPEC 0802 (2008)		NO SPEC (Unknown)
	Replace Meter 11 Rtes	Install Ramar 11 Rtes	Replace Meter 14 Rtes	Install Ramar 14 Rtes	Replace Meter 11 Rtes	Install Ramar 11 Rtes	Replace Meter 16 Rtes	Install Itron 26 Rtes	Replace Meter 4 Rtes	Replace Register 2 Rtes	Install Itron 12 Rtes	Replace Meter 3 Rtes	Install Itron 3 Rtes	Install Itron 4 Rtes
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75	ROUTE CONSISTS OF NEWER TRACT DEVELOPMENT WITH ORIGINAL METERS AND ITRON ERTs													
81	ROUTE CONSISTS OF ALL THE METER VAULTS LOCATED THROUGHOUT THE DISTRICT													

Schneider Electric Advanced ClearSCADA Training Manual

3-Day Training Session

Course Overview: Advanced ClearSCADA Product

Prerequisites: All attendees must have completed the 4-Day Introduction to ClearSCADA course prior to registering for the Advanced ClearSCADA Training.

Objectives: The advanced training course introduces students to advanced topics of the ClearSCADA system, specifically project design considerations and using the database.

SECTION 1: *Organization of your Database*

- Project Hierarchy
- Group and Object Naming
- System-Level Objects and Organization
- Project-Level Objects and Organization
- Absolute and Relative Addressing Review

SECTION 2: *Object-Oriented SCADA Structure*

- What is it?
- Why is it Powerful?

SECTION 3: *Introduction to ClearSCADA Database*

- Data Table Hierarchy
- Tables
- Classes
- Data and Configuration Fields
- Aggregates and Methods
- Database Extensions
- Working with the Database Schema
- Metadata

MINUTES OF MEETING OF THE OUTREACH COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 6, 2012:

A regular meeting of the Outreach Committee of the Palmdale Water District was held Monday, August 6, 2012, 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:

Outreach Committee:
Gloria Dizmang, Chair
Robert Alvarado, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Jim Ciampa, Attorney
Jim Stanton, Information Technology Manager
Claudette Roberts, Water Conservation Spvsr.
Tim Moore, Facilities Manager
Dawn Deans, Executive Assistant
0 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Alvarado, seconded by Chair Dizmang, 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 Meeting Held July 9, 2012.

It was moved by Committee Member Alvarado, seconded by Chair Dizmang, and unanimously carried to approve the minutes of the meeting held July 9, 2012, as written.

4.2) Discussion of Next Issue of Water News. (Water Conservation Supervisor Roberts)

Water Conservation Supervisor Roberts reviewed the draft issue of Water News and stated that this issue will be sent electronically and the next issue will be emailed and

direct-mailed followed by discussion of including the "Before the First Drop" campaign in the next issue.

4.3) Discussion of "Before the First Drop" Marketing Campaign. (Chair Dizmang)

Facilities Manager Moore presented draft artwork for the "Before the First Drop" marketing campaign after which the Committee and staff suggested revisions and discussed the next steps to prepare the artwork in final form and the required content for developing a web page for the District's web site.

4.4) Discussion of Directors' Electronic Communications Issues. (Chair Dizmang)

Attorney Ciampa reviewed potential issues that could arise out of Directors' use of electronic and social media communications followed by discussion of the Brown Act and potential violations, developing a policy or guidelines for posting comments through electronic media sources, Directors' boundaries and rights to comment, public officials' free speech restrictions, changing technology, and Directors communicating to the public within their division through the District's web site, via the e-Water News, or other electronic media sources after which Attorney Ciampa was directed to develop an outline of concepts for Directors' electronic communications issues for discussion at the next Outreach Committee meeting.

Director Alvarado then thanked Attorney Ciampa for attending and working with the Committee on this subject and stated that he hopes that he can develop fair guidelines to protect both the District and the individual Directors as the goal is to follow the rules; that if a policy needs to be developed then so be it; that Directors do have the right to communicate with the people who put them in office; and that he agrees that fair guidelines may need to be established that do not violate the Directors' rights to express themselves as he does not want to see anyone's rights restricted.

4.5) Discussion and Possible Action on Participation in Parades. (Committee Member Alvarado)

Committee Member Alvarado stated that an effective way to restore the District's image is to conduct seasonal outreach campaigns; that becoming proactive and more active in the community through parades is another outreach opportunity; that participation at parades lets the customers know about the District and presents a united

front for the Directors; and then encouraged his fellow Board members to join him in participating in the upcoming Antelope Valley Fair.

The District's participation, individual Director participation, potential liability issues, the District's previous participation in Palmdale parades, and the pros and cons of parade participation were then discussed after which it was moved by Committee Member Alvarado, seconded by Chair Dizmang, and unanimously carried that "Consideration and possible action on Palmdale Water District participation in the 2012 Antelope Valley Fair parade on August 18, 2012" be added to the agenda for the August 8, 2012 regular Board meeting followed by discussion of the use of Aquadog and District signage in the parade.

5) Old Business.

5.1) Status of Water Cost Comparison With Different Water Districts and Comparisons to Gas and Electricity Costs. (Director Dizmang)

General Manager LaMoreaux informed the Committee that the comparison presented this evening compares the District and Antelope Valley area water providers as well as water providers for a broader area followed by discussion of how the District compares to these agencies and public relations use of this information to put the District's water rates in perspective to other agencies' rates as the District does not have the highest rates.

6) Information Items.

6.1) Update on Landscape Workshops. (Water Conservation Supervisor Roberts)

Water Conservation Supervisor Roberts informed the Committee that the District will host a Landscape Workshop at A.V. College on August 18 and there are raffles for this Workshop; that Los Angeles County Waterworks will be hosting a plant sale with Home Depot in September; that college workshops will be scheduled for 2013; and that District workshops will begin in January regarding the Cash for Grass program.

6.2) Status Report on Enhancing the District's Web Site and Social Media Presence. (Information Technology Manager Stanton/Water Conservation Supervisor Roberts)

Information Technology Manager Stanton informed the Committee of proposed and pending changes to the District's web site including a new boundary map and the Constant Contact link for email sign-ups; of the success of the recent Constant Contact campaign; of the number of Facebook likes; of adding Quick Response, or QR codes, to the District's web site, Facebook page, receipts, and other media sources; and of creating additional email categories through Constant Contact after which Water Conservation Supervisor Roberts informed the Committee of the number of Constant Contact email recipients attending the recent Quartz Hill Water District workshop and of upcoming advertising on the Antelope Valley Press web site.

6.3) Other.

Chair Dizmang inquired about various web site updates including the water allocation table, cartoons, revising the contact information, and job opportunities after which Information Technology Manager Stanton provided clarification on these areas of the web site.

There were no further information items.

6) Board Members' Requests for Future Agenda Items.

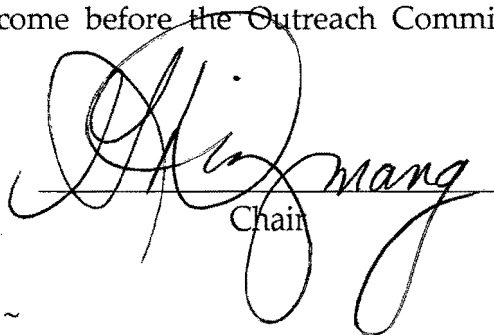
Chair Dizmang then stated that "Discussion of next issue of Water News" and "Discussion of 'Before the First Drop' marketing campaign" and "Discussion of Directors' electronic communications issues" will be discussed at the next meeting.

There were no further requests for future agenda items.

The next Outreach Committee meeting was then scheduled for September 10, 2012 at 3:00 p.m.

7) Adjournment.

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


Chair

MINUTES OF MEETING OF THE FACILITIES COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 20, 2012:

A meeting of the Facilities Committee of the Palmdale Water District was held Tuesday, August 20, 2012, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Alvarado called the meeting to order.

1) Roll Call.

Attendance:

Facilities Committee:
Robert Alvarado, Chair
Gordon Dexter, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager
Matt Knudson, Engineering Manager
Tim Moore, Facilities Manager
Peter Thompson II, Operations Manager
Kelly Jeters, Systems Supervisor
Ed Boka, Water Treatment Plant Supervisor
Dawn Deans, Executive Assistant
0 members of the public

2) Adoption of Agenda.

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

3) Public Comments.

There were no public comments.

4) Action Items: (The Public Shall Have an Opportunity to Comment on Any Action Item as Each Item is Considered by the Committee Prior to Action Being Taken.)

4.1) Consideration and Possible Action on Approval of Minutes of Regular Meeting Held July 10, 2012.

It was moved by Committee Member Dexter, seconded by Chair Alvarado, and unanimously carried to approve the minutes of the Facilities Committee meeting held July 10, 2012, as written.

5) Presentation of the Operation and Maintenance of the District's Remote SCADA System. (Committee Member Dexter/Operations Manager Thompson II)

Operations Manager Thompson II informed the Committee that the District's SCADA, or Supervisory Control and Data Acquisition, system is a system of sensors, radios, and computers used to control and monitor water in the system after which Systems Supervisor Jeters provided a detailed overview of the maintenance and programming of the SCADA system including the number and type of sites monitored through radio control throughout the District's 46 square mile boundaries, the primary functions and equipment used in the SCADA system, programming of the SCADA system, upgraded equipment included in the 2012 Budget and proposed upgrades for 2013, and communication and data collected through the SCADA system followed by discussion of upgrading the SCADA radios and towers and the cost, energy demand programs, seismic valves, and security at remote sites.

6) Information Items.

6.1) Update on Energy Efficiency Contract With Orion Engineering Systems West. (Engineering Manager Knudson)

Engineering Manager Knudson informed the Committee that Orion Engineering Systems has completed replacing lighting fixtures at District facilities; that energy bills will be monitored to track savings from the replacement; and that Orion will be providing a proposal for replacement of canned lighting at District facilities.

6.2) Update on Status of Repairs to Hydro-Electric Generator for Damages Caused on May 1, 2012. (Engineering Manager Knudson)

Engineering Manager Knudson informed the Committee that the insurance company has provided tentative approval for a new generator at the cost of \$234,000; that the District is also eligible to recover lost revenue; and that lost revenue costs are being calculated.

5.3) Update on Monitoring of Wind Turbine Through Black & Veatch. (Engineering Manager Knudson)

Engineering Manager Knudson informed the Committee that an agreement with Black & Veatch for monitoring the performance of the wind turbine is in place; that

wind turbine communication with Black & Veatch through the SCADA system has been established; and that Black & Veatch will provide quarterly performance summaries based on the data collected.

There were no additional information items to discuss.

6) Board Members' Requests for Future Agenda Items.

Committee Member Dexter requested "Presentation of the District's maintenance management system" be placed on the next agenda.

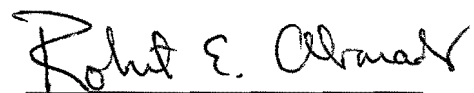
It was then determined that "Update on status of repairs to hydro-electric generator" and "Update on Monitoring of Wind Turbine Through Black & Veatch" will also be placed on the next agenda.

There were no further requests for future agenda items.

It was then determined that the next Facilities Committee meeting will be held September 17, 2012 at 5:15 p.m.

7) Adjournment.

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



Chair

MINUTES OF MEETING OF THE PERSONNEL COMMITTEE OF THE PALMDALE WATER DISTRICT, AUGUST 16, 2012:

A meeting of the Personnel Committee of the Palmdale Water District was held Thursday, August 16, 2012, at 2029 East Avenue Q, Palmdale, California, in the Board Room of the District office. Chair Mac Laren called the meeting to order.

1) Roll Call.

Attendance:

Personnel Committee:

Kathy Mac Laren, Chair

Gloria Dizmang, Committee
Member

Others Present:

Dennis LaMoreaux, General Manager

Gordon Dexter, PWD Director

Jim Stanton, Information Technology Manager

Matt Knudson, Engineering Manager

Tim Moore, Facilities Manager

Dawn Deans, Executive Assistant

47 members of the public

2) Adoption of Agenda.

It was moved by Committee Member Dizmang, seconded by Chair Mac Laren, 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 Meeting Held July 18, 2012.

It was moved by Committee Member Dizmang, seconded by Chair Mac Laren, and unanimously carried to approve the minutes of the Personnel Committee meeting held July 18, 2012, as written.

4.3) Presentation on Information Technology Department Operations and Staffing. (Information Technology Manager Stanton)

Information Technology Manager Stanton informed the Committee of the primary responsibilities of the Information Technology Department including providing IT support for the District's computer network, a safe and secure networking environment, and day-to-day operation of the network datacenter, servers, phone system, office machines, and software applications and then reviewed individual staff key roles and responsibilities and the challenges and accomplishments of the Department.

4.3) Discussion and Possible Action on Human Resources Manager Position. (Chair Mac Laren)

After a brief discussion of the Financial Information Workshop and the Two-Year Service Credit Retirement Program, it was determined to table this item until the final outcome of the Two-Year Service Credit Retirement Program has been determined.

General Manager LaMoreaux then informed the Committee that a human resources consultant agreement will be presented for consideration at the next Committee meeting.

4.4) Discussion and Possible Action on Conducting a Manpower or Workforce Planning Study. (Chair Mac Laren)

After a brief discussion of staff's contact with business schools for conducting a Manpower or Workforce Planning Study, of the need to have the Study conducted by someone familiar with the water industry, and of preparing a Request for Proposals for conducting the Study, staff was directed to prepare a Request for Proposals for conducting a Manpower or Workforce Planning Study for review at the next Committee meeting.

4.5) Discussion and Possible Action on Cost of Living Allowance in Accordance With the U.S. Department of Labor. (Budgeted – General Manager LaMoreaux)

General Manager LaMoreaux informed the Committee of the 1.9% current cost of living index, the budgeted amount for 2012, staff's recommendation that no cost of living adjustment be granted based on recent Committee discussions, and other local agencies cost of living adjustments and one-time cost of living adjustment granted, and after a brief discussion, Chair Mac Laren stated that Agenda Item No. 5.3 would now be considered.

5) Information Items.

5.3) Update on Employee Benefit Cost Savings Measures. (Human Resources Manager Burns)

5.3.1) Dual Medical Coverage.

5.3.2) Vacation/Personal Day Purchase Program.

General Manager LaMoreaux stated that these items have been approved by the Committee and once approved by the Board will be included in the Employee Handbook; that the Vacation/Personal Day Purchase Program will be presented to the Board for consideration at the next regular Board meeting; and that the Dual Medical Coverage option is under review by legal counsel and will be presented to the Board for consideration at a future meeting.

He then reviewed the \$80,000 potential savings to the District from the Dual Medical Coverage option and the potential savings from the Vacation/Personal Day Purchase Program.

Chair Mac Laren then stated that Agenda Item No.'s 4.6 and 4.7 would now be considered.

4.6) Discussion and Possible Action on Employee Contribution Towards CalPERS Retirement. (Chair Mac Laren)

4.7) Discussion and Possible Action on Minimal Employee Premium Contribution Towards Health Insurance Benefits. (Chair Mac Laren)

General Manager LaMoreaux informed the Committee that these items were placed on hold by the Committee at the February 27, 2012 Committee meeting until the outcome of other cost saving measures was known followed by discussion of employee input on these options through a defined employee survey, proposed costs for dependent coverage, other more cost effective saving options with less impact on employees, the District's coverage of CalPERS costs, and a dollar amount goal for cost saving options.

The Committee then requested estimated savings by employees contributing 10% towards dependent coverage and requested all cost saving options be developed,

presented to the Committee, and then presented to the Board as a referral to employees for employee input.

Several employees and members of the public then provided the Committee with input on staff contributions towards CalPERS and healthcare costs, increased utility and general living expenses, raising water rates consistently, the increasing costs to produce water, higher private sector pay and benefits, certifications required for District positions, another agency's need to outsource employment at a high rate due to pay cuts, viewing employees as assets rather than expenses, staff's continuing efforts to cut costs, the drop in the District's cash reserves, and stabilization of cash reserves over the past several years followed by discussion of cutting costs with the least impact on employees, the desire to keep water rates stable, the need to explore all District operations and options for cuts for bare bones operations, better communication of the cost of water and education for the public, and rumor control after which the Committee thanked the employees and the public for their comments and input and requested future employee input.

Chair Mac Laren then stated that Agenda Item No. 4.5 would now be considered.

4.5) Discussion and Possible Action on Cost of Living Allowance in Accordance With the U.S. Department of Labor. (Budgeted – General Manager LaMoreaux)

After a brief discussion of staff's recommendation regarding a cost of living allowance, staff was directed to develop costs for a one time cost of living allowance and this matter be discussed by the full Board at the next regular Board meeting with no specific Committee recommendation.

5) Information Items.

5.1) Update on Changing the District's Medical Coverage From the Association of California Water Agencies/Health Benefits Authority (ACWA/HBA) Plans to the CalPERS Medical Plan. (Human Resources Manager Burns)

General Manager LaMoreaux stated that this is no longer a cost saving measure.

5.2) Update on CalPERS Two-Year Service Credit Retirement Program. (General Manager LaMoreaux)

General Manager LaMoreaux informed the Committee that four employees have submitted their intent to take advantage of the CalPERS Two-Year Service Credit Retirement Program.

5.3) Update on Employee Benefit Cost Savings Measures. (Human Resources Manager Burns)

5.3.1) Dual Medical Coverage.

5.3.2) Vacation/Personal Day Purchase Program.

General Manager LaMoreaux restated that the Dual Medical Coverage option is being drafted by legal counsel and reviewed the limits of this option, and the Vacation/Personal Day Purchase Program will be presented to the full Board for consideration at the next regular Board meeting.

There were no additional information items to discuss.

6) Board Members' Requests for Future Agenda Items.

It was determined that "Discussion and possible action on Human Resources consultant contract" and "Discussion and possible action on conducting a Manpower or Workforce Planning Study" and "Discussion and possible action on development of all cost saving options" will be placed on the next agenda for consideration.

It was then determined that the next Personnel Committee meeting will be held September 19, 2012 at 6:30 p.m.

7) Adjournment.

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


Chair

MINUTES OF REGULAR MEETING OF THE COMMISSIONERS OF THE ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION, JUNE 28, 2012.

A regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was held Thursday, June 28, 2012, at the Palmdale Water District at 2029 East Avenue Q, Palmdale. Chair Dexter called the meeting to order.

1) Pledge of Allegiance.

At the request of Chair Dexter, Alt. Commissioner Rizzo led the pledge of allegiance.

2) Roll Call.

Attendance:

Gordon Dexter, Chair
Barbara Hogan, Vice Chair
Kathy Mac Laren, Commissioner
Dave Rizzo, AVEK Alt. Cmsner.

Others Present:

Matt Knudson, General Manager
Tom Barnes, Controller
Brad Bones, LCID General Manager
Dawn Deans, Executive Assistant
1 member of the public

Andy Rutledge, Secretary —
Leo Thibault, Treasurer-Auditor —
George Lane, Commissioner – EXCUSED ABSENCE

3) Public Comments for Items Not on the Agenda.

There were no public comments.

4) Approval of Minutes of Regular Meeting Held March 15, 2012.

It was moved by Commissioner Hogan, seconded by Alt. Commissioner Rizzo, and unanimously carried to approve the minutes of the regular meeting held March 15, 2012, as written.

5) Payment and Ratification of Bills.

It was moved by Alt. Commissioner Rizzo, seconded by Commissioner Mac Laren, and unanimously carried to approve and ratify payment of the bills received

from PWD in the amounts of \$789.87, \$71.05, and \$160.49 for staff services; from AVEK in the amounts of \$879.60 and \$234.56 for staff services; from the United States Geological Service (USGS) in the amount of \$27,250.00 for the quarterly billing for cooperative water resources investigations in the AVSWCA area pursuant to the Joint Funding Agreement between the AVSWCA and the USGS; from RMC Water and Environment in the amounts of \$2,122.48, \$8,081.50, and \$15,532.80 for the Antelope Valley IRWMP 2007 update; and from The Rogee Company in the amounts of \$45.00 and \$45.00 for monthly website subscription charges for December 2011 and March 2012.

6) Consideration and Possible Action on Agreement for the Preparation of a Monitoring Plan to Meet the Requirements of the California Statewide Groundwater Evaluation Monitoring (CASGEM) Program. (General Manager Knudson)

General Manager Knudson provided an overview of the CASGEM Program, and after a brief discussion of the AVSWCA developing a Groundwater Elevation Monitoring Plan for the Antelope Valley, of the proposal received from RMC Water and Environment, and of funding for this work, it was moved by Alt. Commissioner Rizzo, seconded by Commissioner Mac Laren, and unanimously carried to authorize staff to enter into a professional services agreement with RMC Water and Environment in the not-to-exceed amount of \$7,750.00 to assist the Association with the preparation of a Monitoring Plan to meet the requirements of the California Statewide Groundwater Elevation Monitoring (CASGEM) Program.

7) Consideration and Possible Action on Regional Control of Water From the State Water Project. (General Manager Knudson)

General Manager Knudson informed the Commissioners that a draft multi-year exchange agreement for regional control of the water from the State Water Project is under review by the member agencies' legal counsels; that Attorney Riddell recommends this item be placed on hold due to the adjudication process; and that staff concurs with Attorney Riddell's recommendation.

8) Consideration and Possible Action on Agency Interest in Funding a Feasibility Study for Development of a Joint Recharge/Water Banking Project on the East Side of the Antelope Valley. (General Manager Knudson)

General Manager Knudson requested direction from the Commissioners on this item, and after a brief discussion, this item was tabled due to the adjudication process.

He then provided a report on PWD's request for funding and progress on the Littlerock Recharge Project included in PWD's Strategic Water Resource Plan.

9) Consideration and Possible Action on the AVSWCA Website. (Controller Barnes)

Controller Barnes informed the Commissioners that the Association's new website is running and that staff continues to work on content and background information for the website.

10) Consideration and Possible Action on Frequency of AVSWCA Meetings. (General Manager Knudson)

After discussion of the current AVSWCA meeting schedule, of items under consideration by the Commissioners, and of a process for continued payment of the bills, it was determined that the AVSWCA will meet quarterly.

11) Report of General Manager.

a) Status Report on Budget for Fiscal Year 2012-2013.

General Manager Knudson reported that the 2012-2013 budget will be prepared and presented for consideration at the next AVSWCA meeting.

b) Status Report on Updating the 2007 Integrated Regional Water Management Plan.

General Manager Knudson reported that RMC Water and Environment is working on the 2007 Integrated Regional Water Management Plan update; that several outreach meetings, a flood control committee meeting, and a stakeholder meeting have been held; that several progress payments have been made to RMC Water and Environment; and that reimbursement of those amounts has been received through the Department of Water Resources.

c) Status Report on USGS Presentation.

General Manager Knudson reported that a presentation from USGS on the service they provide to the Association was requested and that he is meeting with Controller Barnes, LCID General Manager Bones, and a USGS representative in July, and the presentation will be discussed at that time.

12) Report of Controller.

Controller Barnes stated that he has no report.

13) Reports of Commissioners.

Chair Dexter recommended that an Ad Hoc Committee of one Director from each of the member agencies be formed to brainstorm and ensure the AVSWCA stays on track and the member agencies remain on common ground and that he will work with General Manager Knudson to schedule this meeting if the Commissioners concur after which the Commissioners concurred with forming an Ad Hoc Committee.

14) Report of Attorney.

No attorney was present.

15) Commission Members' Requests for Future Agenda Items.

Commissioner Rizzo requested the USGS presentation be placed on the next agenda.

There were no further requests for future agenda items.

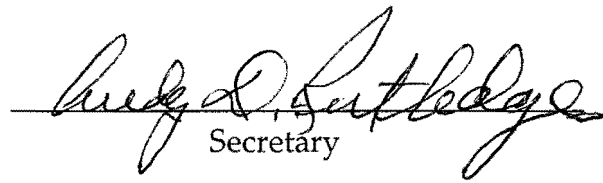
16) Consideration and Possible Action on Scheduling the Next Association Meeting.

It was determined that the next regular meeting of the Association will be held September 13, 2012 at 6:30 p.m. at PWD.

ANTELOPE VALLEY STATE WATER CONTRACTORS ASSOCIATION
JUNE 28, 2012
REGULAR MEETING

17) **Adjournment.**

There being no further business to come before the Commissioners, the regular meeting of the Commissioners of the Antelope Valley State Water Contractors Association was adjourned.


Secretary

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

DATE: September 20, 2012 **September 26, 2012**
TO: BOARD OF DIRECTORS **Board Meeting**
FROM: Mr. Dennis D. LaMoreaux, General Manager
RE: ***AGENDA ITEM NO. 8.2 – REPORT OF GENERAL MANAGER –
DISTRICT VACANCIES***

All budgeted positions are currently filled with the following exceptions:

<u>Position</u>	<u>Department</u>	<u>Comment</u>
Human Resources Manager	Human Resources	Retired
Field Service Supervisor	Administrative Services	Retired
Construction Supervisor	Facilities	Retired
Senior Maintenance Mechanic	Operations	