



**SANTA CLARITA VALLEY WATER AGENCY  
REGULAR BOARD MEETING  
AGENDA  
27234 BOUQUET CANYON ROAD  
SANTA CLARITA, CA 91350  
RIO VISTA WATER TREATMENT PLANT BOARDROOM  
TUESDAY, FEBRUARY 5, 2019 AT 6:30 PM**

**6:00 PM DISCOVERY ROOM OPEN TO PUBLIC**  
Dinner for Directors and staff in the Discovery Room  
There will be no discussion of Agency business taking place prior to the  
Call to Order at 6:30 PM.

**OPEN SESSION BEGINS AT 6:30 PM**

**1. CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

**3. PUBLIC COMMENTS** – Members of the public may comment as to items not on the Agenda at this time. Members of the public wishing to comment on items covered in this Agenda may do so now or prior to each item as they arise. Please complete and return a comment request form to the Agency Board Secretary. (Comments may, at the discretion of the Board's presiding officer, be limited to three minutes for each speaker.) Members of the public wishing to comment on items covered in Closed Session before they are considered by the Board must request to make comment at the commencement of the meeting at 6:30 PM.

**4. APPROVAL OF THE AGENDA**

**5. SPECIAL PROCEDURES**

**PAGE**

5.1. *	Discussion of the Vacant Division 3 Board Seat and Possible Approval of a Resolution to Not Appoint a Successor to Fill the Vacant Division 3 Board Seat and Permanently Eliminate Such Seat	5
5.2.	Election of President and Vice President(s)	
5.3.	Directors' Seating Selections at the Board Table	

**6. CONSENT CALENDAR**

**PAGE**

6.1. *	Approve Minutes of the SCV Water January 7, 2019 Special Board of Directors Meeting	7
6.2. *	Authorize the General Manager to Execute an Agreement for SCV Water's Participation in Sites Reservoir 2019 Participation Agreement	19

**6. CONSENT CALENDAR (CONT.) PAGE**

6.3. *	Approve a Resolution Establishing SCV Water Health Premium Reimbursement Plan	27
6.4. *	Approve a Safety Incentive Plan	51
6.5. *	Approve Revised Claims Policy	57
6.6. *	Approve Consent to Representation of the Santa Clarita Valley Groundwater Sustainability Agency by Co-General Counsel	63
6.7. *	Approve Receiving and Filing of the November 2018 Monthly Financial Report	67
6.8. *	Approve a Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1098	161

**7. ACTION ITEMS FOR APPROVAL PAGE**

7.1. *	Approve a Resolution Authorizing (1) the Issuance by the Upper Santa Clara Valley Joint Powers Authority of Revenue Bonds, (2) the Installment Purchase Agreement, the Continuing Disclosure Certificate and the Purchase Contract; and (3) Certain Other Actions	171
7.2. *	Approve a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services, and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) – PowerPoint – 20 Minutes	253
7.3. *	Approve a Revised Disclosure Procedures Policy	281

**8. CONSIDERATION AND APPROVAL OF BOARD/COMMITTEE APPOINTMENTS PAGE**

8.1. *	Approve a Resolution Nominating Its ACWA/JPIA Board Member to the Executive Committee of the Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)	291
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**9. GENERAL MANAGER’S REPORT ON ACTIVITIES, PROJECTS AND PROGRAMS**

**10. COMMITTEE MEETING RECAP REPORTS FOR INFORMATIONAL PURPOSES ONLY PAGE**

10.1.*	January 9, 2019 Water Resources and Watershed Committee Meeting Report	295
10.2.*	January 14, 2019 Special Finance and Administration Committee Meeting Report	299
10.3.*	January 17, 2019 Public Outreach and Legislation Committee Meeting Report	303

**11. WRITTEN REPORTS FOR INFORMATIONAL PURPOSES ONLY PAGE**

11.1.*	Engineering Services Section Report	307
11.2.*	Finance, Administration and Information Technology Section Report	313
11.3.*	Treatment, Distribution, Operations and Maintenance Section Report	317
11.4.*	Water Resources and Outreach Section Report	327
11.5.*	Committee Planning Calendars	337

**12. PRESIDENT'S REPORT**

**13. AB 1234 WRITTEN AND VERBAL REPORTS PAGE**

13.1.*	January 10-11, 2019 – National Water Resources Association Leadership Forum – Director Gladbach	359
13.2.*	January 23, 2019 – Southern California Water Dialogue Meeting – Directors Martin and Plambeck	365
13.3.*	January 24, 2019 – City of Santa Clarita Arundo Removal Project Site Meeting – Director Martin	369
13.4.	February 1, 2019 – CSDA Member Services Committee Meeting – Director Martin	
13.5.	Other AB 1234 Reports	

**14. DIRECTORS REPORT**

**15. JANUARY 29, 2019 COMPENSATION AND REIMBURSEMENT AD HOC COMMITTEE MEETING REPORT – DIRECTOR DIPRIMIO**

**16. DIRECTOR REQUESTS FOR APPROVAL FOR EVENT ATTENDANCE**

**17. CLOSED SESSION**

- 17.1. Conference with Legal Counsel – Anticipated Litigation – Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9: (One Case)

**18. CLOSED SESSION ANNOUNCEMENTS**

**19. REQUEST FOR FUTURE AGENDA ITEMS**

**20. ADJOURNMENT**

- \* Indicates Attachment
- ◆ Indicates Handout

**Note: The Board reserves the right to discuss or take action or both on all of the above agenda items.**

**NOTICES**

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on January 30, 2019.



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
TO NOT APPOINT A SUCCESSOR TO FILL THE VACANT DIVISION 3 BOARD SEAT AND  
PERMANENTLY ELIMINATE SUCH BOARD SEAT PURSUANT TO SECTION 8 OF THE  
SANTA CLARITA VALLEY WATER AGENCY ACT**

**WHEREAS**, pursuant to SB 634, the Santa Clarita Valley Water Agency Act (Act) went into effect on January 1, 2018 and created the Santa Clarita Valley Water Agency (SCV Water), which is the successor entity to the Castaic Lake Water Agency and the Newhall County Water District; and

**WHEREAS**, there are fourteen (14) members of the SCV Water Board of Directors, thirteen (13) of which are elected members and represent one of three electoral divisions, and one of which is an appointed member representing the Los Angeles County Waterworks District 36; and

**WHEREAS**, pursuant to Section 8(d)(3) of the Act, if any of the initial elected directors resign or vacate their elected Board seat during his or her initial term, the Board of Directors may choose to not fill the vacant seat and permanently eliminate such seat altogether, provided that after such action there would still be four elected Board members that represent the division that had the vacancy; and

**WHEREAS**, the Act calls for the reduction of Board members from fifteen (15) to nine (9) by January 1, 2023 and Section 8(d)(3) was intended to allow the Board of Directors to reduce its numbers earlier through attrition; and

**WHEREAS**, Jacque McMillan was an initial elected member of SCV Water's Board of Directors representing Division 3 and she resigned her position effective after January 26, 2019; and

**WHEREAS**, because former Director McMillan was an initial elected director and because there are four other current directors that represent Division 3, the Board of Directors may take action pursuant to Section 8(d)(3) to not appoint a successor and eliminate the vacant board seat, reducing the number of elected directors from thirteen (13) to twelve (12); and

**WHEREAS**, the Board of Directors desires to not appoint a successor and to eliminate the vacant Board seat created by the resignation of former Director McMillan, which will reduce the number of elected Board seats from thirteen (13) to twelve (12) and the total number of Directors from fourteen (14) to thirteen (13).

**NOW THEREFORE, BE IT RESOLVED** that pursuant to Section 8(d)(3) of the Act, the Board of Directors of the Santa Clarita Valley Water Agency does hereby not appoint a successor to the vacant Division 3 Board of Director seat previously held by Jacque McMillan and permanently eliminates the seat, reducing the number of elected Directors from thirteen (13) to twelve (12) and the total number of Directors from fourteen (14) to thirteen (13).

**FURTHER RESOLVED** that staff is directed to notify the Los Angeles County Registrar-Recorder/County Clerk of the Board of Director's action.

This Resolution shall be effective upon its adoption.

**PASSED, APPROVED, AND ADOPTED** this 5<sup>th</sup> day of February, 2019.

Minutes of the Special Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – January 7, 2019

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A special meeting of the Board of Directors of the Santa Clarita Valley Water Agency was held at the Santa Clarita Valley Water Agency, 27234 Bouquet Canyon Road, Santa Clarita, CA 91350, at 6:30 PM on Monday, January 7, 2019. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

**DIRECTORS PRESENT:** Dante Acosta, B. J. Atkins, Tom Campbell, Ed Colley (Via Conference Line), Kathy Colley (Via Conference Line), William Cooper, Robert DiPrimio, Jerry Gladbach, Maria Gutzeit, R. J. Kelly, Gary Martin, Dan Mortensen and Lynne Plambeck were in attendance.

**DIRECTORS ABSENT:** Jacque McMillan.

Also present: Matthew Stone, General Manager; Tom Bunn and Joe Byrne, General Counsel; April Jacobs, Board Secretary; Steve Cole, Assistant General Manager; Eric Campbell, Chief Financial and Administrative Officer; Keith Abercrombie Chief Operating Officer; Brian Folsom, Chief Engineer; Rochelle Patterson, Director of Finance and Administration; Dirk Marks, Director of Water Resources; Cris Perez, Director of Tech Services; Ari Mantis, HR/Risk Management Supervisor; Kathie Martin, Public Information Officer; Rene Ponce, IT Technician; Terri Bell, Administrative Assistant; members of the SCV Water staff; Kris Hough, Field Representative for Senator Wilk; Stephanie English, Santa Clarita Valley Senior Deputy and Fire Deputy for Supervisor Kathryn Barger; and members of the public.

President Cooper called the meeting to order at 6:33 PM. A quorum was present.

Upon motion of Vice President Kelly, seconded by Director Gladbach and carried, the Board voted to decrease public comments to two minutes for this meeting by the following roll call votes (Item 3):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Gladbach	Yes	Vice President Gutzeit	Yes
Vice President Kelly	Yes	Director Martin	Yes
Director McMillan	Absent	Director Mortensen	Yes
Director Plambeck	Yes		

Upon motion of Director Mortensen, seconded by Director Atkins and carried, the Agenda was approved after pulling Item 7.3, which will be considered at the February 5, 2019 regular Board meeting, by the following roll call votes (Item 4):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Gladbach	Yes	Vice President Gutzeit	Yes
Vice President Kelly	Yes	Director Martin	Yes
Director McMillan	Absent	Director Mortensen	Yes
Director Plambeck	Yes		

President Cooper began Item 5.1 by turning the item over to Tom Bunn, who went over the process with the Board.

Written and verbal public comments were received regarding the nomination of Dante Acosta. The Board discussed the nomination, recent meeting with Supervisor Barger's Office, who preferred to have the seat filled, and considered all public comments (Item 5.1).

During the discussion and vote of item 5.1, Director Mortensen recused himself and stepped out of the room.

By motion of Director Gladbach, seconded by Director Atkins and carried, the Board approved Resolution No. SCV-81 appointing Dante Acosta to the Santa Clarita Valley Water Agency Board of Directors representing Los Angeles County Waterworks District No. 36, by the following roll call votes (Item 5.1).

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	No	Director K. Colley	No
President Cooper	Yes	Director DiPrimio	Yes
Director Gladbach	Yes	Vice President Gutzeit	Yes
Vice President Kelly	Yes	Director Martin	Yes
Director McMillan	Absent	Director Mortensen	Recused
Director Plambeck	No		

#### **RESOLUTION NO. SCV-81**

#### **RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY APPROVING DANTE ACOSTA TO THE OFFICE OF APPOINTED DIRECTOR OF THE SANTA CLARITA VALLEY WATER AGENCY**

**WHEREAS**, the Los Angeles County Waterworks District No. 36, Val Verde, acting by and through the Los Angeles County Board of Supervisors, has duly nominated Dante Acosta for the office of Appointed Director for the Santa Clarita Valley Water Agency on December 11, 2018; and

**WHEREAS**, pursuant to Section 10 of the Santa Clarita Valley Water Agency Act, the Board of Directors of the Santa Clarita Valley Water Agency has thirty days to appoint or reject the nominee; and

**WHEREAS**, the Board of Directors of the Santa Clarita Valley Water Agency has determined that it desires to appoint the said nominee to said office.

**NOW, THEREFORE, BE IT RESOLVED** that this Board does hereby appoint Dante Acosta, the nominee for the Los Angeles County Board of Supervisors on behalf of the Los Angeles County Waterworks District No. 36, Val Verde, to serve as an Appointed Director of the Santa Clarita Valley Water Agency, for a term beginning on January 1, 2019 and ending on January 1, 2023; and

**RESOLVED FURTHER**, that Dante Acosta shall at the earliest reasonable time take the required constitutional Oath of Office.



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The Board Secretary administered the Oath of Office to Dante Acosta and he was seated at the Board table (Item 5.2).

President Cooper recessed the meeting at 8:14 PM and reconvened the meeting at 8:30 PM.

Upon motion of Director Gladbach, seconded by Director Plambeck and carried, the Board agreed to a one-year term for calendar year 2019 for the position of President and Vice President and revisit the item in 2020 by the following roll call votes (Item 5.3):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

Upon motion of Director Martin, seconded by Director Acosta and carried, the Board approved having two Vice Presidents for the calendar year 2019 and will revisit this item in 2020 by the following roll call votes (Item 5.3):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

President Cooper announced the next item of business was Agenda Item 5.4 election of Board President and Vice President and requested that the Board Secretary and General Counsel conduct the election of officers.

The Board Secretary called for nominations for the position of Board President. Director Gladbach nominated Director Cooper and Director DiPrimio nominated Director Gutzeit, there were no further nominations. Directors Cooper and Gutzeit each then addressed the Board.

Votes were then cast by a roll call vote, tallied and no nominee received the vote of a majority of the Board.

Results for first vote were as stated below:

Directors Campbell, E. Colley, K. Colley, Cooper, Martin and Gladbach cast a vote for Director Cooper.

Directors Atkins, DiPrimio, Kelly, Gutzeit and Mortensen cast a vote for Director Gutzeit. Directors Acosta and Plambeck abstained.

The Board Secretary then asked if there were any further nominations. Director Plambeck nominated Director Campbell, who respectfully declined the nomination.

There were no further nominations and neither nominee declined the nomination.

A second vote was then cast by a roll call vote, tallied and no nominee received the vote of a majority of the Board.

Results for second vote were as stated below:

Directors Acosta, Campbell, E. Colley, K. Colley, Cooper, Gladbach and Martin voted for Director Cooper.

Director Atkins, DiPrimio, Gutzeit, Kelly and Mortensen voted for Director Gutzeit.

Director Plambeck abstained.

By motion of Director Plambeck, seconded by Director Gladbach and carried, the Board voted to table the vote of the President and Vice President to the February 5, 2019 Board meeting by the following roll call votes (Item 5.4):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

Item 5.5. was moved to the February 5, 2019 Board meeting.

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By motion of Director Atkins, seconded by Director Gladbach and carried, the Board approved the Consent Calendar after pulling Item 6.2 approval of a resolution to enter into a contract with X-act Technology Solutions, Inc. for as-needed information technology support services for further discussion, the Board approved the Consent Calendar including Resolution No. SCV-83 by the following roll call votes (Item 6):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

**RESOLUTION NO. SCV-83**

**JOINT RESOLUTION OF  
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,  
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY  
VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF  
THE SANTA CLARITA VALLEY WATER AGENCY (FORMERLY KNOWN AS  
CASTAIC LAKE WATER AGENCY) APPROVING AND ACCEPTING THE  
NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM  
ANNEXATION OF TRACT NO. 52796  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687**

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code, prior to the effective date of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area must negotiate an exchange of property tax increment generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on behalf of the County Lighting Maintenance District 1687, the County General Fund, the County of Los Angeles Public Library, the County of Los Angeles Road District No. 5, the Consolidated Fire Protection District of Los Angeles County, the County of Los Angeles Flood Control Drainage Improvement Maintenance District, and the Los Angeles County Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector Control District; and the Board of Directors of the Santa Clarita Valley Water Agency (formerly known as Castaic Lake Water Agency), have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Tract No. 52796 to County Lighting Maintenance District 1687 is as shown on the attached Property Tax Transfer Resolution Worksheet.

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues with the County Lighting Maintenance District 1687, the Los Angeles County General Fund, the County of Los Angeles Public Library, the County of Los Angeles Road District No. 5, the Consolidated Fire Protection District of Los Angeles County, the County of Los Angeles Flood Control Drainage Improvement Maintenance District, the Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, and the Santa Clarita Valley Water Agency (formerly known as Castaic Lake Water Agency) resulting from the annexation of Tract No. 52796 to County Lighting Maintenance District 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2019, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Tract No. 52796, Tax Rate Area 06820, shall be allocated to the affected agencies as indicated in the attached Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of Tract No. 52796.

4. If at any time after the effective date of this resolution the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

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Upon motion of Director DiPrimio, seconded by Director Campbell and carried, the Board approved Resolution No. SCV-82 to enter into a contract with X-act Technology Solutions, Inc. for as-needed information technology support services as long as the company's good standing is reestablished by the following roll call votes (Item 6.2):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

#### RESOLUTION NO. SCV-82

#### RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY DIRECTING AWARD OF A CONTRACT TO X-ACT TECHNOLOGY SOLUTIONS, INC. FOR AS-NEEDED INFORMATION TECHNOLOGY SUPPORT SERVICES

**WHEREAS**, the Agency uses a technology firm to provide comprehensive network and security management and comprehensive server administration on a monthly basis (managed services) and as-needed technical expertise for special projects to address peak workloads and to cover staff absences; and

**WHEREAS**, the current contract expires on March 31, 2019 and the Agency solicited proposals from qualified vendors through a Request for Proposals process; and

**WHEREAS**, the proposals were scored in four functional areas: (1) ability to provide managed services, (2) ability to provide as-needed support services, (3) vendor's qualifications and (4) cost assessment; and

**WHEREAS**, X-act Technology Solutions received a better score based on a more tailored approach to the Agency's specific technology needs; and

**WHEREAS**, the Board finds, after considering the recommendation of staff, that X-act Technology Solutions, Inc., offers as-needed technology support services that meets Agency needs.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Clarita Valley Water Agency does authorize the General Manager to execute a three-year contract in an

amount not to exceed \$874,800 with X-act Technology Solutions, Inc., with two options to renew for \$26,730 monthly for the first year and \$29,700 monthly for the second year.

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Upon motion of Director Atkins, seconded by Director Gladbach and carried, the Board approved Resolution No. SCV-84 authorizing a Professional Services Agreement with AAC Utility Partners for \$215,000, plus travel expenses for selection services for a new financial management system by the following roll call votes (Item 7.1):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

#### **RESOLUTION NO. SCV-84**

#### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT WITH AAC UTILITY PARTNERS FOR SELECTION SERVICES FOR NEW FINANCIAL MANAGEMENT SYSTEM**

**WHEREAS**, the Board of Directors has determined that the Agency needs to implement new accounting software that meets the accounting and financial reporting needs of all divisions of the Agency; and

**WHEREAS**, currently, each division of the Agency is using their respective accounting systems that were in place prior to the formation of SCV Water; and

**WHEREAS**, the Agency has merged three separate entities into one, and it is critical that the software selection process is managed properly so that SCV Water obtains the best software to meet its needs; and

**WHEREAS**, the Board finds, after consideration of the recommendation of staff, that AAC Utility Partners is the most uniquely qualified firm to ensure that SCV Water obtains a system that will meet its needs.

**NOW THEREFORE, BE IT RESOLVED**, that the Board of Directors of the Santa Clarita Valley Water Agency does authorize the General Manager to execute a contract in an amount not to exceed \$240,000 with AAC Utility Partners, subject to review and approval by Legal Counsel.

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Upon motion of Director Campbell, seconded by Director Gladbach and carried, the Board approved Resolution No. SCV-85 certifying that the Board has reviewed and considered the final EIR and approves adoption of the amendment by the following roll call votes (Item 7.2):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	President Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	No

#### RESOLUTION NO. SCV-85

**A RESOLUTION  
OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
CONSIDERING THE ENVIRONMENTAL IMPACT REPORT FOR THE  
WATER SUPPLY CONTRACT EXTENSION;  
ADOPTING FINDINGS IN ITS LIMITED ROLE AS A RESPONSIBLE AGENCY  
PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA);  
ALTERNATIVELY FINDING THAT THE EXTENSION  
IS NOT A PROJECT SUBJECT TO CEQA;  
AND APPROVING THE SANTA CLARITA VALLEY WATER AGENCY'S  
SUPPLY EXTENSION CONTRACT WITH THE DEPARTMENT OF WATER RESOURCES**

**WHEREAS**, the parties to the State Water Project Supply Contracts (Contracts), California Department of Water Resources ("DWR") and the individual State Water Contractors, entered into public negotiations to extend the Contracts' terms, and the negotiations resulted in the Agreement in Principle Concerning Extension of the State Water Project Supply Contracts (AIP); and

**WHEREAS**, the Water Supply Contract Extension Project (Extension) is proposed by the DWR to extend the terms and modify certain financial provisions of the Contracts; and

**WHEREAS**, DWR is the lead agency for the Extension pursuant to CEQA (Pub. Res. Code §§ 21000, et seq.) and the State CEQA Guidelines (14 CCR §§ 15000, et seq.). As the lead agency, DWR is responsible for assuring that an adequate analysis of the Extension's environmental impacts-if any—is conducted; and

**WHEREAS**, on September 12, 2014, DWR issued a Notice of Preparation stating that it would be preparing an Environmental Impact Report (EIR) to study the Extension's potential impacts - if any - to the environment; and

**WHEREAS**, in August 2016, DWR issued and publicly circulated for review a Draft Environmental Impact Report (DEIR) for the Extension. The DEIR included a copy of the AIP as Exhibit B and studied the environmental impacts of the AIP; and

**WHEREAS**, DWR prepared a Final Environmental Impact Report for the Extension, which included the DEIR, appendices, comments on the DEIR, responses to comments on the DEIR, and revisions to the DEIR (collectively, FEIR), and on November 13, 2018, DWR certified the FEIR; and

**WHEREAS**, the FEIR concluded that the Extension would not cause any potentially significant effects to the environment; and

**WHEREAS**, Santa Clarita Valley Water Agency (Agency) is a State Water Contractor member agency and is party to a Long Term Water Supply Contract with DWR; and

**WHEREAS**, DWR and the Agency propose to extend the term of and make certain financial reporting and other financial changes to the Long Term Water Supply Contract by approving the Extension, the environmental effects of which were studied in the FEIR; and

**WHEREAS**, DWR approved the Extension on December 11, 2018; and

**WHEREAS**, the Agency is a responsible agency for the Extension under CEQA and, as a responsible agency, SCVWA has more limited approval and implementing authority over the Extension than does the DWR.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY AS FOLLOWS:**

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.

2. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the Agency has reviewed and considered the FEIR, as well as DWR's certification of the FEIR and incorporates those items herein by reference. As to those resources within the Agency's power and authority as a responsible agency under CEQA, the Board exercises its independent judgment and finds that the FEIR contains a complete, objective and accurate reporting of the Extension's impacts, each of which are less than significant.

3. In its independent judgment, the Board further finds that no feasible mitigation measures or alternatives within its authority are necessary, because the Extension will have no potentially significant impacts on the environment for the reasons explained in the FEIR.

4. In its independent judgment, the Board further finds that - in the alternative - the Extension is not a "project" as that term is defined in CEQA. An activity is a "project" subject to CEQA only if it has the potential to result in either a direct physical change to the environment or a reasonably foreseeable indirect change in the environment. (State CEQA Guidelines, § 15378). The Extension has no potential to cause any direct or reasonably foreseeable indirect change in the environment. Substantial evidence in the record of proceedings supports the conclusion that the Extension is not a project. Such evidence includes, but is not limited to, the following:

- a. the Extension will not create new water management measures; alter the existing authority to build new or modify existing facilities; or change water allocation provisions of the Contracts;
- b. the Extension proposes financial changes that do not modify any existing physical conditions;
- c. the Extension does not change hydrology, regulations, or change the SWP water supply; and

- d. although a benefit of the Extension could be the ability to continue to finance repair and maintenance projects, such future projects (if any) are too speculative to allow for meaningful analysis at this time and if and when any such project is actually proposed by one or more agencies in the future, they would be subject to CEQA review as required by law.

5. Based on the above findings, the Board hereby approves the Agency's Water Supply Contract Extension with DWR, which is incorporated herein and attached hereto as Exhibit A.

6. The Board hereby authorizes and directs staff to file and have posted a Notice of Exemption and a Notice of Determination with the County Clerk and with the State Clearinghouse within 5 working days of the adoption of this Resolution.

7. The documents and materials that constitute the record of proceedings for this Resolution are located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 with the Board Secretary.

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Item 7.3 was pulled and will be presented at the February 5, 2019 regular Board meeting.

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The General Manager gave a brief update on the upcoming January 8, 2019 All Employee Meeting where staff will discuss this past year's accomplishments and the upcoming strategic planning process. (Item 8).

There were no comments on the Committee meeting recap report (Item 9).

There were no comments on the section reports (Item 10).

The President announced that this evenings USCVJPA meeting would be cancelled and all items moved to the February 5, 2019 regular Authority meeting. He also mentioned that the Board meeting on January 15, 2019 would be cancelled and then reminded the Board of upcoming events (Item 11).

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**AB 1234 Reports (Item 12):**

Director Martin provided a written report.

President Cooper reported that he attended the City Council meeting held at the City Chambers on December 11, 2018, had breakfast with the General Manager on December 12, 2018 and participated in a conference call with Hunt Braly and Matt Stone on December 20, 2018.

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There were no Director Reports (Item 13).



There were no Director requests for attendance for upcoming conferences/events (Item 14).

Vice President Gutzeit and Director Plambeck asked that the Board look at videotapping and recording the Board meeting as well as looking at the structure of minutes (Item 15).

Upon motion of Director Gladbach, seconded by Director Acosta and carried, the meeting was adjourned at 10:24 PM by the following roll call votes (Item 16):

Director Acosta	Yes	Director Atkins	Yes
Director Campbell	Yes	Director E. Colley	Yes
Director K. Colley	Yes	Director Cooper	Yes
Director DiPrimio	Yes	Director Gladbach	Yes
Director Gutzeit	Yes	Director Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

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April Jacobs, Board Secretary

ATTEST:

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President of the Board

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## BOARD MEMORANDUM

**DATE:** January 10, 2019  
**TO:** Board of Directors  
**FROM:** Dirk Marks *DM*  
Director of Water Resources  
**SUBJECT:** Authorize the General Manager to Execute an Agreement for SCV Water's Participation in Sites Reservoir 2019 Participation Agreement

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### SUMMARY

Initial planning efforts for the Sites Reservoir Project are scheduled to be completed in March 2019. Those entities that desired to continue their participation in 2019 will be required to enter into a 2019 Participation Agreement. Under the agreement, a maximum charge of \$60 per acre-foot of participation rights will be required. Entities that were previously assigned Class 2 participation rights may convert these to Class 1 rights by making a catchup payment of \$24.25 per acre-foot. The 2019 work plan includes initiating work on a final EIR/EIS and consultation with state and federal resources agencies on necessary operating permits. This work is necessary to more clearly define anticipated yield and cost effectiveness of the project.

### DISCUSSION

As shown on Figure 1, the proposed Sites Reservoir project is located 60 miles north of Sacramento near the town of Maxwell. It is an off-stream reservoir designed to take water during high flow conditions and release water during drier periods. As shown on Figure 2, participants that anticipated participating in 2019 planning activities represent entities located both upstream and downstream of the Delta.

On June 22, 2016 Castaic Lake Water Agency's Board authorized participation in the initial planning activities for the Sites Reservoir for a total share of 5,000 acre-feet (AF). Initial requests from interested agencies exceeded the 250,000 AF of available shares, thus requests were proportionately reduced. SCV Water currently has participation rights to 2,845 AF of Class 1 Shares and 2,115 AF of Class 2 Shares. Class 2 shares were issued for the possible conversion to Class 1 shares in subsequent phases of the project. For 2019, all Class 2 shares can be converted into Class 1 shares.

To date, Sites Reservoir Project work efforts have covered preparation of a Draft Environmental Impact Report and an application for Proposition 1 Grant funding, as well as the pursuit of federal funding. The Sites Reservoir Joint Powers Authority (Sites JPA) successfully competed for \$816 million of Proposition 1 funding. Additionally, over \$4 million of Water Infrastructure Improvement for the Nation (WIIN) Act funding was secured. Additional WIIN Act funding is anticipated to be available for 2019 planning costs.

Further, the Department of Agriculture announced a \$449 million award through USDA's Communities Facilities direct loan program to construct the Maxwell Water Intertie, a 3.5 mile, 12-foot diameter pipeline that would connect the existing Tehama Colusa Canal and the existing Glenn Colusa Irrigation District's main canal. These facilities are part of the Sites Reservoir facilities plan that would otherwise have to be constructed.

Along with securing substantial funding for the project, the Sites JPA prepared work plans and selected a suite of consultants to advance the project. The next work effort will cover the period between April 2019 – December 2019. These activities include supplemental analyses necessary for further funding under the WIIN Act, early coordination with the Department of Dam Safety, development of participant operating agreements, initiating work on a final EIR/EIS and consultation with state and federal resources agencies on necessary operating permits. While initial modeling indicates that the Sites Reservoir Project provides a cost effective source of water, the yield of the project could vary significantly based on the permitting requirements imposed by the regulatory agencies. With information made available from 2019 work activities, participants will have additional information related to project yield and cost effectiveness to determine their further participation in the Sites Reservoir Project.

On January 9, 2019, the Water Resources and Watershed Committee considered staff's recommendation to authorize the General Manager to execute an agreement for SCV Water's participation in Sites Reservoir 2019 Participation Agreement.

**FINANCIAL CONSIDERATIONS**

Sites Reservoir Project 2019 planning costs would be paid for by contributions from participating agencies and money made available under State Proposition 1 Grant and federal WIIN Act. Under the 2019 Participation Agreement, a maximum charge of \$60 per acre-foot of Class 1 participation rights will be required. Those entities that were previously assigned Class 2 participation rights may convert these to Class 1 rights by making a catchup payment of \$24.25 per acre-foot. As shown on the following table, Staff recommends conversion of the SCV Water's Class 2 rights to Class 1 and moving forward in 2019 with 5,000 acre-feet of Class 1 participation rights for a total cost of \$351,289. Sufficient funds were included in SCV Water's FY 2018/19 Capital Budget to cover this anticipated expenditure.

	Quantity (AF)	Unit Price (\$/AF)	Cost
Catchup Payment to Convert Previous Class 2 to Class 1 Rights	2,115	\$24.25	\$51,289
2019 Class 1 Rights	5,000	\$60.00	\$300,000
2019 Total Costs			\$351,289

**RECOMMENDATION**

The Water Resources and Watershed Committee recommends that the Board authorize the General Manager to execute the Sites Reservoir 2019 Participation Agreement.

DSM

Attachments



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# 1.8 MAF Sites Reservoir Project

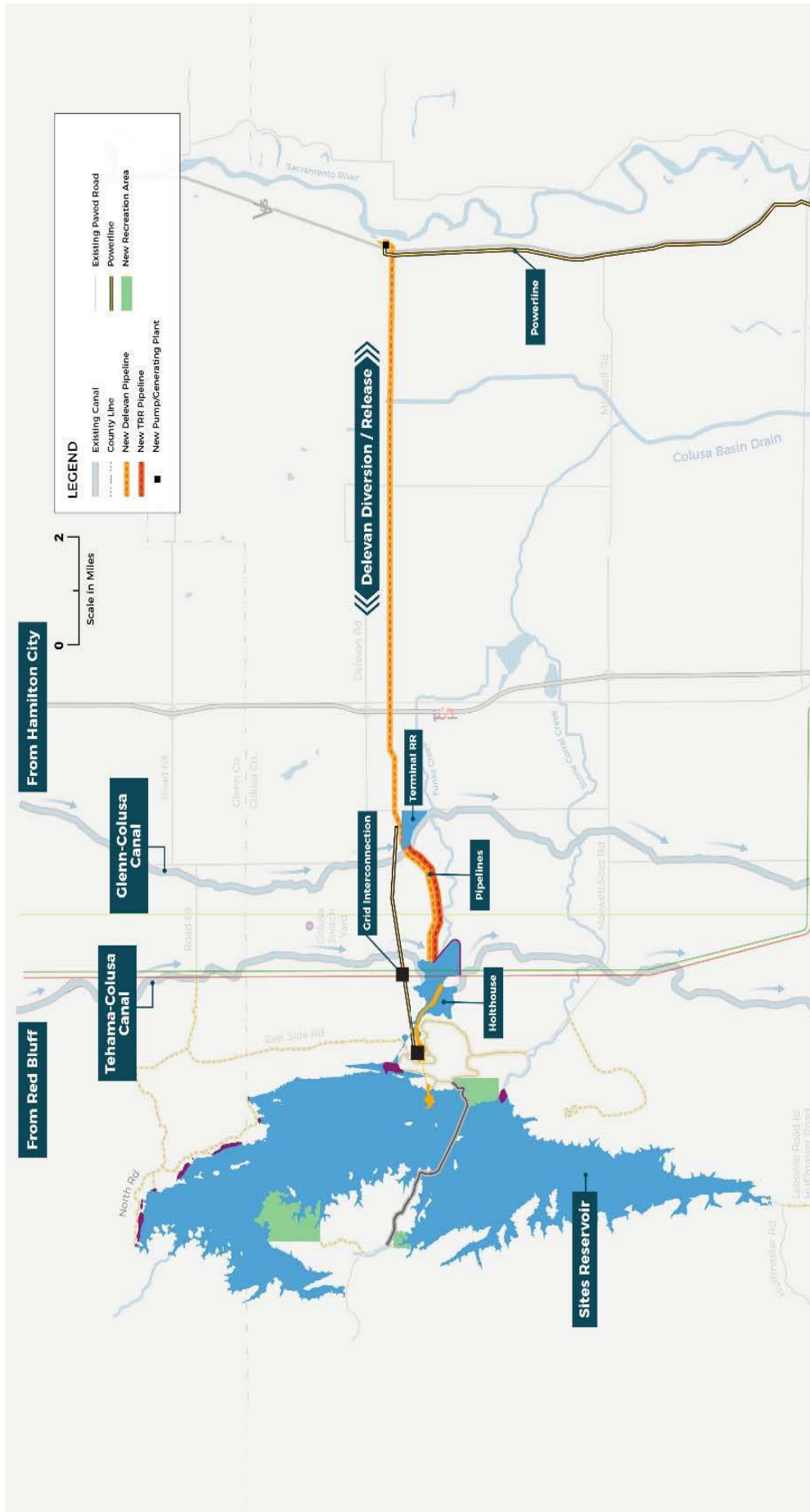


FIGURE 1

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## FIGURE 2

### EXHIBIT A PROJECT AGREEMENT MEMBERS

Participant	Participation (Annualized Acre-Foot)	
	Preliminary	Percent
American Canyon, City of	~4,000	1.7%
Antelope Valley-East Kern Water Agency	~500	0.2%
Carter Mutual Water Company †	~500	0.2%
Coachella Valley Water District	~10,000	4.3%
Colusa County	~10,000	4.3%
Colusa County Water District	~13,100	5.6%
Desert Water Agency	~6,500	2.8%
Glenn-Colusa Irrigation District	~5,000	2.1%
Metropolitan Water District of S. CA	~50,000	21.4%
Pacific Resources Mutual Water Company †	~20,000	8.5%
Reclamation District 108	~5,000	2.1%
San Bernardino Valley Municipal Water District	~21,400	9.1%
San Geronio Pass Water Agency	~14,000	6.0%
Santa Clara Valley Water District	24,000	10.3%
Santa Clarita Valley Water Agency	~5,000	2.1%
TC-4: Cortina Water District	~300	0.1%
TC-4: Davis Water District	~2,000	0.9%
TC-4: Dunnigan Water District	~2,774	1.2%
TC-4: LaGrande Water District	~1,000	0.4%
Westside Water District	~15,000	6.4%
Wheeler Ridge-Maricopa Water Storage District	14,000	6.0%
Zone 7 Water Agency	~10,000	4.3%
Potential new participants	TBD	%
<b>Total:</b>	<b>234,074</b>	<b>100.0%</b>

Participation Percentages exclude State of California and United States Bureau of Reclamation share of the Project.

NOTE: Any annualized amounts listed for Phase 2 are preliminary and are based on best estimates received after participants' respective review of the draft financing plan and draft Phase 2 Reservoir Project Agreement. These amounts do not represent the results of any action having been taken by the participants' respective governing body to formally execute the Phase 2 Reservoir Project Agreements. Final participation amounts will be established after interim financing terms and conditions have been provided and incorporated into the final Phase 2 Reservoir Project Agreement.

† Denotes a non-public agency. Refer to California Corporations Code Section 14300 et. seq. with additional requirements provided in both the Public Utilities Code and Water Code.

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ITEM NO.  
6.3

## BOARD MEMORANDUM

**DATE:** January 15, 2019  
**TO:** Board of Directors  
**FROM:** Rochelle Patterson   
Director of Finance and Administration  
**SUBJECT:** Approve a Resolution Establishing SCV Water Health Premium Reimbursement Plan

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### SUMMARY

Santa Clarita Valley Water Agency's (SCV Water) new contract with CalPERS for active employee and retiree health benefits that was adopted on December 4, 2018 does not allow CalPERS to take into account service credit of retirees and employees hired by SCV Water, Castaic Lake Water Agency ("CLWA") and Newhall County Water District ("NCWD") prior to the effective date of SCV Water's new health contract, February 1, 2019.

In order to preserve the retiree health benefits of SCV Water, CLWA and NCWD employees who were hired before February 1, 2019 and meet requisite service credit requirements will need to be enrolled in a Health Premium Reimbursement Plan. This will allow the Agency to reimburse retirees for health care premium costs in excess of the Public Employees' Medical & Hospital Care Act (PEMHCA) minimum.

### DISCUSSION

Due to the CLWA and NCWD (Former Agencies) consolidation, SCV Water became the successor to the Former Agencies for the purpose of succeeding all of the rights, duties, and obligations of Former Agencies, including the obligation to provide eligible retirees with a retiree health benefit. To fulfill this obligation, SCV Water had to establish a new contract with CalPERS for the provision of retiree health benefits, which will go into effect on February 1, 2019.

Under SCV Water's new contract with CalPERS, CalPERS will not recognize service credit for employees hired by SCV Water or Former Agencies prior to February 1, 2019. However, CalPERS accepts an alternative that allows such service to be recognized for purposes of retiree health benefit eligibility. Under this alternative, the Agency has to adopt a resolution establishing the retiree health benefit payable directly to CalPERS on behalf of employees hired by SCV Water or the Former Agencies prior to February 1, 2019 to the minimum contribution required pursuant to the Public Employees Medical and Hospital Care Act. The balance of any retiree health benefit will be paid in the form of a reimbursement. This arrangement will apply to retirees in Tiers 1 and 2, as defined in this report.

SCV Water has three additional tiers of retiree health benefits, but those tiers are not adversely impacted by the minimum contribution, because any retiree health benefit that they are eligible for will be paid directly to CalPERS by SCV Water.

## **Summary of Tiers**

Tier 1 Retirees are individuals who (a) were hired by a Former Agency prior to January 1, 2009, (b) have at least 5 years of service credit with any CalPERS employer, and (c) retire from service from a Former Agency or SCV Water. Tier 1 Retirees are eligible for a retiree health benefit of up to an amount equal to 90% of the premium for the PERSCare health plan for the Los Angeles Area Region as published by CalPERS on January 1st of each year ("Tier 1 Allowance").

Tier 2 Retirees are individuals who (a) were hired by SCV Water or a Former Agency on or after January 1, 2009 but before February 1, 2019, (b) have at least 10 years of CalPERS service credit, including 5 years of service credit with SCV Water and/or one of the Former Agencies, and (c) retire for service from a Former Agency or SCV Water. Tier 2 retirees are eligible for a retiree health benefit determined in accordance with the vesting schedule of Section 22893, which calculates benefits on the basis of a retiree's years of service ("Tier 2 Allowance"). A Tier 2 Retiree who has 10 years of CalPERS service credit, including 5 years with a Former Agency or SCV Water, at the time of retirement will be eligible to receive a benefit equal to 50% of the contribution. These retirees would receive an additional five percent of such contribution for each additional year of service credit after satisfying the 10-year minimum.

Tier 3 Retirees are individuals who (a) were hired by SCV Water on or after February 1, 2019, (b) have at least 10 years of CalPERS service credit, including 5 years of service credit with SCV Water, and (c) retire for service from SCV Water. Tier 3 Retirees are eligible to receive a retiree health benefit determined in accordance with the vesting schedule of Section 22893 which calculates benefits on the basis of a retiree's years of service. However, unlike for Tier 2 Retirees, SCV Water will pay all Tier 3 Retiree health benefits directly to CalPERS because Tier 3 Retirees will have no service with any of the Former Agencies. As such, no reimbursement to the retiree is necessary.

Tier 4 Retirees are individuals who were hired on or after January 1, 2009 but before February 1, 2019, that fail to accrue 10 years of CalPERS service credit and/or 5 years of service with SCV Water or Former Agencies, collectively. These individuals will receive only the PEMHCA minimum, which SCV Water will pay directly to CalPERS; no reimbursement to the retiree is necessary.

Tier 5 retirees are individuals who were hired on or after February 1, 2019, that fail to accrue 10 years of CalPERS service credit and/or 5 years of service with SCV Water. Tier 5 retirees are not entitled to any retiree health benefit from SCV Water.

## **Payment Logistics**

Both the Tier 1 and Tier 2 Allowances will be paid as follows:

(a) an amount equal to the Minimum Contribution will be paid directly to CalPERS by SCV Water pursuant to Resolution No. SCV-75; and

(b) an amount up to the difference between Tier 1 or Tier 2 Allowances, as applicable, and the Minimum Contribution will be made available to the eligible retirees under a health reimbursement arrangement in the form of a reimbursement.

The retiree allowance will not be available to any eligible retiree that fails to enroll in a group health plan offered by CalPERS.

In order to ensure that the reimbursement to retirees is excluded from taxation, it is necessary that such reimbursement be made pursuant to a health reimbursement arrangement. For this purpose, legal counsel has prepared a resolution of the Santa Clarita Valley Water Agency Health Premium Reimbursement Plan to establish a health reimbursement arrangement which allows eligible retirees to exclude the reimbursement provided by SCV Water from the retirees' income under Internal Revenue Code Section 105(b).

SCV Water staff plans to contract with IGOE Administration Services (IGOE) to administer the Santa Clarita Valley Water Agency Health Premium Reimbursement Plan.

### **FINANCIAL CONSIDERATIONS**

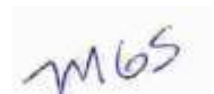
SCV Water's share of the cost of the retiree health benefits of employees hired before February 1, 2019 will remain unchanged. Retiree health benefits for future hires, as of February 1, 2019, will only be available if certain service requirements are met. The annual cost to have IGOE administer the Health Premium Reimbursement plan is \$2,850.

### **RECOMMENDATION**

That the Board of Directors approve the attached SCV Water resolution adopting the Santa Clarita Valley Water Agency Health Premium Reimbursement Plan.

RP

Attachments



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## **SANTA CLARITA VALLEY WATER AGENCY HEALTH PREMIUM REIMBURSEMENT PLAN**

The SANTA CLARITA VALLEY WATER AGENCY (“Agency”) hereby establishes the SANTA CLARITA VALLEY WATER AGENCY HEALTH PREMIUM REIMBURSEMENT PLAN (“Plan”) for the benefit of certain retirees described herein effective February 1, 2019.

### **ARTICLE I** **PURPOSE**

This Plan shall be known as the SANTA CLARITA VALLEY WATER AGENCY HEALTH PREMIUM REIMBURSEMENT PLAN. This Plan is created under the authority of Section 53201 of the California Government Code and is an “employee welfare benefit plan,” established to provide health and welfare benefits to certain retirees of the Agency. These benefits are to be provided through group contracts with third party insurers. The Plan is intended as an uninsured health reimbursement arrangement to provide reimbursement of health insurance premiums. The Plan is intended to qualify as an accident and health plan and a group health plan under applicable provisions of the Code, and as a health reimbursement arrangement. It is further intended that the benefits paid to eligible retirees be excluded from their gross income pursuant to Section 105(b) of the Code.

### **ARTICLE II** **DEFINITIONS**

The following words and phrases as used in this Plan shall have the following meanings, unless a different meaning is plainly required by the context:

2.1 Agency. “Agency” shall refer to the SANTA CLARITA VALLEY WATER AGENCY.

2.2 Allowance. “Allowance” shall refer to the amount set forth at Schedule “A”.

2.3 Base Contribution Rate. “Base Contribution Rate” shall refer to the rate of contribution applicable to the Agency as determined under the provisions of Section 22892(b) of the California Government Code which is paid directly by the Agency to CalPERS on behalf of a Participant.

2.4 Benefits. “Benefits” shall refer to benefits available to Participants in accordance with Section 4.1 of this Plan.

2.5 Board. “Board” shall refer to the board of administration of CalPERS.

2.6 Board of Directors. “Board of Directors” shall refer collectively to the members of the board of directors of the Agency.

2.7 CalPERS. “CalPERS” shall refer to the California Public Employees’ Retirement System created under the authority of the Public Employees’ Retirement Law as provided under Section 20000 et. seq. of the California Government Code and as administered by the Board.

2.8 CLWA. “CLWA” shall refer to the former Castaic Lake Water Agency, which was one of two agencies that consolidated into a single entity to form the Agency.

2.9 Code. “Code” shall mean the Internal Revenue Code of 1986, as may be amended from time to time.

2.10 Dependent Child. “Dependent Child” shall refer to a dependent child, as defined under the terms of the health benefit plan in which the Participant is enrolled in during the Plan Year.

2.11 Dependent Domestic Partner. “Dependent Domestic Partner” shall mean a Domestic Partner who meets the following five requirements: (1) Domestic Partner has the home of Participant as his or her principal abode and is a member of Participant’s household during the entire taxable year of Participant; (2) Domestic Partner’s gross income for the calendar year in which such taxable year begins is less than the exemption amount, as defined in Section 151(d) of the Code; (3) Domestic Partner receives more than half of his or her support from Participant for the year; (4) Domestic Partner is not a qualifying child, as defined in Section 152(c) of the Code, of any taxpayer for any taxable year beginning in the calendar year in which such taxable year begins; and (5) the relationship between Domestic Partner and Participant is not in violation of local law.

2.12 Domestic Partner. “Domestic Partner” shall mean a registered domestic partner of a Participant who has fulfilled the requirements provided in Section 297 of the California Family Code.

2.13 Effective Date. “Effective Date” shall mean February 1, 2019, the date this Plan became effective.

2.14 ERISA. “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as may be amended from time to time.

2.15 Health Benefit Plan. “Health Benefit Plan” shall refer to a health benefit plan approved or maintained by the Board, which is available to CalPERS members.

2.16 NCWD. “NCWD” shall refer to the former Newhall County Water District, which was one of two agencies that consolidated into a single entity to form the Agency.

2.17 Participant. “Participant” shall refer to a Retired Employee that has satisfied the eligibility requirements of Section 3.1, has submitted an election form to the Plan Administrator in accordance with Section 3.3, and participates in a Health Benefit Plan.

2.18 Plan. “Plan” shall mean the SANTA CLARITA VALLEY WATER AGENCY HEALTH PREMIUM REIMBURSEMENT PLAN, as may be amended from time to time.



2.19 Plan Administrator. “Plan Administrator” means the Agency or any person or entity appointed by the Agency to administer this Plan on its behalf.

2.20 Plan Year. “Plan Year” shall mean the twelve (12) month period beginning on July 1 and ending on June 30.

2.21 Retired Employee. “Retired Employee” shall refer to: (a) an employee who was hired by CLWA or NCWD prior to January 1, 2009 that has retired from service with the Agency, CLWA, or NCWD through CalPERS with at least 5 years of service credit with any CalPERS employer; and (2) an employee of the Agency, CLWA, or NCWD, who was hired on or after January 1, 2009 but before February 1, 2019 that has retired from service with the Agency, CLWD, or NCWD through CalPERS with at least 10 years of service credit, including at least 5 years of service credit with the Agency, CLWD, or NCWD, collectively. An employee is deemed to be “retired from service with the Agency, CLWA, or NCWD” if his or her effective retirement date is within 120 days of separation from employment with the Agency, CLWA, or NCWD and he or she is receiving a service or disability retirement allowance from CalPERS resulting from the individual’s service. “Retired Employee” shall also refer to a former VWD employee who became an employee of and retires from service from the Agency with at least 10 years of service credit, including at least 5 years of service credit with the Agency. In the case of former VWD employees who became employees of the Agency as of January 1, 2018, service credit for the Agency began to accrue no earlier than January 1, 2018.

2.22 Reimbursement Amount. “Reimbursement Amount” shall refer to the reimbursement by the Agency to a Participant for health insurance premiums actually paid by the Participant in an amount not to exceed the difference between the Allowance and the Base Contribution Rate, if any. Such Reimbursement Amount is intended for the purpose of reimbursing a Participant for health insurance premiums paid by the Participant and shall only be paid upon the Agency receiving satisfactory substantiation of the Participant’s payment of such premiums.

2.23 Section 22893 Premium. “Section 22893 Premium” means the 100/90 State Annuitant Contribution Rates determined by CalPERS on an annual basis and published on CalPERS’ website at <https://www.calpers.ca.gov/page/retirees/health-and-medicare/retiree-plans-and-rates>.

2.24 Spouse. “Spouse” means a spouse by legal marriage of the Participant.

2.25 VWD. “VWD” means the Valencia Water Division. A group of former VWD employees became employees of the Agency as of January 1, 2018.

### **ARTICLE III** **ELIGIBILITY**

3.1 Eligibility. This Plan shall cover all Retired Employees. A Retired Employee who is eligible to participate in this Plan pursuant to this Section 3.1 shall be eligible to receive Benefits as of the later of the Effective Date or the date that he or she submits the election form required under Section 3.3. A Retired Employee who has met the foregoing eligibility requirements shall be referred to as Participant.

3.2 Participation. All eligible Retired Employees shall submit a duly completed election form to the Plan Administrator, in the form provided by the Plan Administrator, to commence participation in the Plan. Participants shall not be required to submit a subsequent election form prior to each Plan Year unless a Participant chooses to make a change in election in accordance with Section 3.3. A Participant's election to participate in the Plan shall continue to be valid until expressly revoked or altered.

3.3 Change In Election. A Participant shall be permitted to revoke or modify his or her election of benefits upon the occurrence of a Qualifying Event (as defined in Section 6.2(d)) by submitting a completed election form to the Plan Administrator. All other election changes shall be accepted only during the annual open enrollment period as prescribed by the Plan Administrator.

#### **ARTICLE IV** **BENEFITS AND CONTRIBUTIONS**

4.1 Benefits. Each Participant shall be entitled to an Allowance from the Agency to be credited against the premium for the Health Benefit Plan in which the Participant enrolls in for the Plan Year, in the following amounts and payable in the following forms: (1) Base Contribution Rate payable by the Agency directly to CalPERS, and (2) Reimbursement Amount payable to the Participant. The combined Base Contribution Rate and Reimbursement Amount shall not exceed the Allowance. If a Participant enrolls in a Health Benefit Plan with a premium in excess of the Allowance, he or she will be responsible for the payment of any excess. Conversely, if a Participant enrolls in a Health Benefit Plan with a premium that is less than the Allowance, the Participant's Benefit shall be limited to the payment of such premium.

(a) Substantiation. The Reimbursement Amount is intended for the purpose of reimbursing a Participant for health insurance premiums actually paid by the Participant and shall only be paid upon the Agency receiving satisfactory substantiation of the Participant's payment of the premiums. The Agency shall obtain such substantiation by reviewing the monthly invoice that it receives from CalPERS. The Agency shall use this information to determine the Reimbursement Amount.

#### 4.2 Agency and Participant Contributions.

(a) Agency Contributions. The Agency shall bear the entire cost of providing the Benefits available under this Plan.

(b) Participant Contributions. There are no Participant contributions permitted to the Plan for Benefits provided under the Plan.

(c) No Funding Under Cafeteria Plan. Under no circumstances will the Benefits be funded with salary reduction contributions, employer contributions (e.g., flex credits) or otherwise under a cafeteria plan, nor will salary reduction contributions or employer contributions under a cafeteria plan be treated as Agency contributions to the Plan.

4.3 Taxable Benefits. Any Benefits provided to a Domestic Partner, other than a Dependent Domestic Partner, shall constitute wages of the Participant and shall be subject to inclusion in the gross income of the Participant.

## ARTICLE V ADMINISTRATION

### 5.1 Allocation of Responsibility for Administration.

(a) Plan Administrator. The Plan Administrator shall have only those powers, duties, responsibilities and obligations as are specifically given to the Plan Administrator under the Plan or under any administration agreement between the Plan Administrator and the Agency.

(b) Agency Responsibilities. The Agency shall have the sole responsibility for making the contributions provided for under Article IV and shall have the sole authority to amend or terminate, in whole or in part, the Plan at any time.

(c) Administrator's Responsibilities. The Plan Administrator shall have the sole responsibility for the administration of the Plan, as set forth herein. The Plan Administrator warrants that any directions given, information furnished, or action taken by him or her shall be in accordance with the provisions of the Plan authorizing or providing for such direction, information or action. The Plan Administrator shall be responsible for the proper exercise of his, her or its own powers, duties, responsibilities and obligations under this Plan and shall not be responsible for any act or failure to act of another employee. Neither the Plan Administrator nor the Agency makes any guarantee to any Participant for any loss or other event because of Participant's participation in the Plan.

(d) Transfer of Duties. The Agency may, at any time, assign all or any portion of the Plan Administrator's duties to a third party.

### 5.2 Powers and Duties of Plan Administrator.

(a) Powers and Duties Delegated to Plan Administrator. The Plan Administrator shall supervise the administration of the Plan. The Plan Administrator shall be responsible for ensuring that the terms and conditions of the Plan are carried out for the exclusive benefit of persons entitled to participate in the Plan without discrimination. The Plan Administrator shall have full power to administer the Plan, subject to the applicable requirements of the law and any administration agreement executed by and between the Agency and Plan Administrator. For this purpose, the Plan Administrator's powers shall include the following:

(1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any Benefits hereunder;

(2) to prescribe the procedures for Participants to follow in filing applications for Benefits and to prepare forms to be used by Participants;

(3) to prepare and distribute, in such manner as the Plan Administrator determines appropriate, information explaining the Plan;

(4) to receive from the Agency, Participants and other persons, such information as shall be necessary for the proper administration of the Plan;

(5) to furnish to the Agency and Participants, upon request, annual reports detailing the administration of the Plan;

(6) to receive, review and keep on file such records pertaining to the Plan as the Plan Administrator deems convenient and proper;

(7) to allocate his, her or its administrative responsibilities;

(8) to appoint or employ individuals and any other agents the Plan Administrator deems advisable, including legal and actuarial counsel, to assist in the administration of the Plan;

(9) to adopt such rules as the Plan Administrator deems necessary, desirable or appropriate, subject to applicable laws. All rules and decisions of the Plan Administrator shall be uniformly and consistently applied to all Participants in similar circumstances; and

(10) to take all other steps necessary to properly administer the Plan in accordance with its terms and conditions and the requirements of applicable laws.

(b) Powers and Duties Not Delegated to Plan Administrator. The Plan Administrator shall have no power to add to, subtract from or modify any of the terms of the Plan, or to change or add to any Benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for Benefits under the Plan, except as may be expressly provided herein. Interpretations of the provisions of the Plan shall not be deemed to be additions, subtractions or modifications of the Plan.

5.3 Indemnification of Employee Administrator. The Agency agrees to indemnify any employee serving as Plan Administrator (including any employee or former employee who formerly served as Plan Administrator), against any and all liabilities, damages, costs and expenses (including attorneys' fees and amounts paid in settlement of any claims approved by Board of Directors) occasioned by any act or omission to act in connection with the Plan, if such act or omission is made in good faith pursuant to the provisions of the Plan and not as a result of the Plan Administrator's gross negligence or willful misconduct.

5.4 Claims Procedure. All claims for benefits that are provided through insurance contracts, whether such contracts are between an insurer and the Agency or an insurer and Participant, shall be made by filing a claim for benefits in accordance with the claims procedure set forth under the insurance contract. The Agency does not have the authority or responsibility for processing, reviewing or paying such claims. All disputes regarding those claims shall be resolved in accordance with the procedures set forth in the separate document concerning those benefits.

**ARTICLE VI**  
**COBRA CONTINUATION COVERAGE**

6.1 In General. This Article VI shall apply to Benefits provided to Participants under the Plan, but only to the extent that the Benefits selected pertain to health care coverage providing medical, surgical or hospital benefits and to plans providing ancillary medical coverage such as dental or prescription drug benefits. This coverage shall be continued pursuant to the continuation coverage provisions of the Public Health Service Act, as set forth in 42 U.S.C. §300bb-1 et seq. (“PHSA”), and any amendments thereto with respect to Participant and his or her Dependent Child, his or her Spouse or Dependent Domestic Partner. And with respect to Domestic Partners covered under this Plan and to the extent that it offers greater protection than PHSA for all other eligible individuals, continuation coverage shall be pursuant to the California Continuation Benefits Replacement Act, as set forth in the California Health and Safety Code §1366.20 et seq.

6.2 Definitions. For purposes of this Article VI, the following words and phrases are intended to supplement, and in some instances replace, the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth in this Section and those of Article II, the defined terms set forth in this Section shall control:

(a) Covered Individual. “Covered Individual” shall mean any individual who receives (or received) Benefits under the Plan as a Participant.

(b) Election Period. “Election Period” shall mean the sixty (60) day period during which a Qualified Beneficiary who would lose coverage as a result of a Qualifying Event may elect continuation coverage. This sixty (60) day period begins not later than the date of termination of coverage as a result of a Qualifying Event and ends not earlier than the sixty (60) days after the later of such date of termination of coverage or the receipt of notice of the right to elect continuation coverage under this Plan.

(c) Qualified Beneficiary. “Qualified Beneficiary” shall mean any individual who, on the day before a Qualifying Event is a beneficiary under the Plan as a (i) Participant, (ii) Spouse; (iii) Dependent Child, or (iv) Domestic Partner. Qualified Beneficiary shall also include a child who is born to (or placed for adoption with) a Covered Individual during the coverage period. The term Qualified Beneficiary does not include an individual whose status as a Covered Individual is attributable to a period in which such individual is a nonresident alien who received no earned income from the Agency which constituted income from sources within the United States (within the meaning of Code Sections 911(d)(2) and 861(a)(3)). If an individual is not a Qualified Beneficiary pursuant to this paragraph, a spouse or dependent child of such individual shall not be considered a Qualified Beneficiary by virtue of the relationship to such individual.

(d) Qualifying Event. “Qualifying Event” shall mean any of the following events which, but for the continuation coverage under this provision, would result in the loss of coverage to a Qualified Beneficiary:

- (1) the death of the Participant; or

(2) the divorce or legal separation of the Participant from his or her Spouse, or Domestic Partner with respect to state coverage.

6.3 Continuation Coverage. To the extent required by Section 6.1, a Qualified Beneficiary who would lose health coverage under this Plan as a result of a Qualifying Event is entitled to elect continuation coverage within the Election Period under this Plan. Coverage provided under this provision is on a contributory basis. No evidence of good health will be required. Except as otherwise specified in an election, any election by a Qualified Beneficiary who is a Covered Individual will be deemed to include an election for continuation coverage under this provision on behalf of any other Qualified Beneficiary who would lose coverage by reason of a Qualifying Event. If this Plan provides a choice among the types of coverage under this Plan, each Qualified Beneficiary is entitled to make a separate selection among such types of coverage (e.g., single, family, etc.).

6.4 Type of Coverage. Continuation coverage under this provision is coverage which is identical to the coverage provided under this Plan to similarly situated beneficiaries under this Plan with respect to whom a Qualifying Event has not occurred as of the time coverage is being provided. If coverage under this Plan is modified for any group of similarly situated beneficiaries, the coverage shall also be modified in the same manner for all Qualified Beneficiaries under this Plan in connection with such group. Continuation coverage available to a Qualified Beneficiary under this provision shall apply only to the type and level of health coverage under the Plan that a Qualified Beneficiary was actually receiving on the day before the Qualifying Event. The Qualified Beneficiary may change his or her election in accordance with Section 3.3.

6.5 Coverage Period. For most Qualifying Events, the coverage under this provision will extend for a maximum period of thirty-six (36) months after the date of the Qualifying Event.

6.6 Notification Requirements.

(a) Notification by Qualified Beneficiary. Each Covered Individual or Qualified Beneficiary must notify the Plan Administrator of the occurrence of a divorce or legal separation of the Covered Individual from his or her Spouse or Domestic Partner within sixty (60) days after the date of such occurrence.

(b) Notification by Agency. The Agency shall notify the Plan Administrator within thirty (30) days of a Qualifying Event, as required by federal law.

(c) Notification to Qualified Beneficiary.

(1) The Plan Administrator shall provide written notice to each Covered Individual of his or her right to continuation coverage under this Section upon commencement of coverage under a component plan providing health coverage, as required by federal law, or state law if applicable.

(2) The Plan Administrator shall notify any Qualified Beneficiary of the right to elect continuation coverage under this provision within fourteen (14) days of

receiving notice of the occurrence of a Qualifying Event, as required by law. If the Qualifying Event is the divorce or legal separation of the Covered Individual from his or her Spouse or Domestic Partner, the Plan Administrator shall only be required to notify a Qualified Beneficiary of his or her right to elect continuation coverage if the Participant, or his or her Spouse or Domestic Partner, notifies the Plan Administrator of such Qualifying Event within sixty (60) days after the date of such Qualifying Event.

Notification of the requirements of this provision to the Spouse or Domestic Partner of a Participant shall be treated as notification to all other Qualified Beneficiaries residing with such Spouse or Domestic Partner at the time notification is made.

6.7 Termination of Continuation Coverage. The continuation coverage provided in this Article VI shall be terminated prior to the expiration of the coverage period provided in Section 6.5 upon the earlier of the following:

(a) the date on which the Agency ceases to provide any group health plan to any employee;

(b) the date on which Qualified Beneficiary fails to make timely payment, as set forth in Section 6.8(b), of the required contribution pursuant to this Article;

(c) the date on which Qualified Beneficiary first becomes, after the date of the election, covered under any other group health plan as an employee or dependent. However, if the other group health plan has a preexisting condition limitation, continuation coverage under the Plan will not cease while such preexisting condition limitation under the group plan remains in effect (taking into account prior creditable coverage under the portability rules of the Health Insurance Portability and Accountability Act of 1996); or

(d) the date on which Qualified Beneficiary becomes entitled to benefits under Medicare.

#### 6.8 Contribution.

(a) A Qualified Beneficiary shall only be entitled to continuation coverage provided such Qualified Beneficiary pays the applicable premium required by the Agency to the Plan Administrator in full and in advance, except as provided in (b) below. Such premium shall not exceed the requirements of applicable federal law. A Qualified Beneficiary may elect to pay such premium in installments if permitted by the Plan Administrator.

(b) Except as provided in (c) below, the payment of any premium shall be considered to be timely if made within thirty (30) days after the date due, or within such longer period of time as applies to or under this Plan.

(c) Notwithstanding (a) or (b) above, if an election is made after a Qualifying Event during the election period, this Plan will permit payment of the required initial premium for continuation coverage during the period preceding the election to be made within forty-five (45) days of the date of the election.

(d) A premium payment received by the Plan Administrator which is deficient by an insignificant amount shall be treated as full payment of the premium amount. For purposes of this Section, an insignificant amount is an amount not greater than the lesser of (i) ten percent (10%) of the required amount; or (ii) fifty dollars (\$50). Alternatively, in the event the Plan Administrator receives an insufficient premium payment, the Agency and/or the Plan Administrator retain the option of taking steps to collect the deficient insignificant amount by notifying the Qualified Beneficiary of the deficiency and allowing thirty (30) days after the date of the notice for payment of the deficiency.

## **ARTICLE VII** **HIPAA PRIVACY STANDARDS**

7.1 Protection of Individually Identifiable Health Information. The Agency and the Plan have adopted policies and procedures (“Privacy Policy”) for the sole and limited purpose of complying with the Standards for Privacy of Individually Identifiable Health Information, 45 CFR § 164.102 *et seq.*, as amended (the “Privacy Rule”). The manner in which these provisions will be administered shall in no way affect, or be taken into account in determining, the benefits under the Plan with respect to any individual.

7.2 Definitions. The defined terms and phrases used in this Article shall carry the same meaning and intent set forth under the Privacy Rule, and in some instances may replace the defined terms listed generally in Article II and to the extent of any conflict between the terms set forth herein and those of Article II, the defined terms shall carry the meaning prescribed under the Privacy Rule.

7.3 Protected Health Information. For purposes of this Article VII, Protected Health Information (or “PHI”) means information that (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) is limited to the information created or received by Business Associate, or is made accessible to Business Associate. Further, PHI means individually identifiable information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g, records described at 20 U.S.C. § 1232g(a)(4)(B)(iv), and employment records held by a covered entity in its role as employer.

7.4 Identity of Plan Sponsor. The Agency shall be the Plan Sponsor for purposes of the Privacy Rule when performing Plan administration functions or Plan Sponsor functions, when acting on behalf of the Plan with respect to its obligations under the Privacy Rule, and when acting on behalf of the Plan’s participants and beneficiaries with respect to Participation and Enrollment Information. The Privacy Official shall act for the Plan Sponsor and shall be entitled to delegate its powers and responsibilities in accordance with its usual practices.



7.5 Responsibilities and Undertakings. The Plan Sponsor shall be responsible for making any necessary certifications to the Plan. Such certifications shall be delivered to the Plan's Privacy Official. The Plan Sponsor also undertakes and agrees that it:

- (a) Shall not use or disclose any PHI except as to those uses specifically permitted under the Privacy Rule.
- (b) Shall require any agents or subcontractors to whom it discloses PHI to agree to the same restrictions on the use and disclosure of PHI as apply to the Plan Sponsor.
- (c) Shall not use or disclose PHI for any employment-related actions of the Agency.
- (d) Shall not use or disclose PHI in connection with any other benefits or benefit plan, program, or arrangement of the Agency.
- (e) Shall report to the Privacy Official any uses or disclosures of PHI inconsistent with the Privacy Policy of which it becomes aware.
- (f) Shall make PHI available in accordance with an individual's right of access in accordance with the Privacy Policy.
- (g) Shall make PHI available for amendment and shall incorporate amendments in accordance with the Privacy Policy.
- (h) Shall make information available to provide any required accounting of disclosures of PHI in accordance with the Privacy Policy.
- (i) Shall make available to the Secretary of Health and Human Services its internal practices, books, and records relating to the use and disclosure of PHI from the Plan for purposes of determining the Plan's compliance with the Privacy Rule.
- (j) Shall, if feasible, return to the Plan or destroy any PHI from the Plan that it maintains in any form, and shall retain no copies of the PHI when the PHI is no longer needed for the purpose for which disclosure was originally made. If it is not feasible to return or destroy the PHI, the Plan Sponsor agrees that it shall further limit any uses and disclosures to those purposes that make the return or the destruction of the information not feasible.
- (f) Shall ensure that adequate separation between the Plan Sponsor and the Plan is established.

## 7.6 Uses and Disclosures of Protected Health Information.

(a) Certification. The Plan, and any Health Insurance Issuer or Health Maintenance Organization with respect to the Plan, may disclose PHI to the Plan Sponsor only following receipt of the Plan Sponsor's certification that the Plan has been amended in accordance with the requirements of the Privacy Rule.

(b) Plan Administration. The Plan Sponsor shall be permitted to the limited use and disclosure of PHI for purposes of plan administration, including all Payment Activities and health care operations, as permitted under the Plan's Privacy Policy.

(c) Compliance with Privacy Rule. The Plan Sponsor shall be entitled to those uses and disclosures of PHI as permitted by the Privacy Rule to the extent necessary for compliance, including but not limited to any uses and disclosures permitted (1) without permission from an individual; (2) only with explicit or implicit authorization; or (3) because the PHI has been cleansed.

(d) Participation and Enrollment Information. Participation and Enrollment Information may be disclosed as necessary to the Plan Sponsor.

(e) Summary Health Information. Summary Health Information may be disclosed to the Plan Sponsor for the limited purpose of performing Plan Sponsor functions.

(f) Individuals With Access to PHI. The Privacy Official and his or her delegates, if any, are permitted to have access to PHI disclosed to or by the Plan. In addition, the Plan Sponsor shall designate the individual(s) or group(s) of individuals under the direct control of the Plan Sponsor who are permitted to have access to PHI disclosed by or to the Plan.

(g) Limitations on Disclosures of, Access to, and Uses of PHI. PHI may be disclosed from the Plan only for Plan Administration Functions performed on behalf of the Plan, and the other purposes identified in the Plan's Privacy Policy.

## **ARTICLE VIII** **AMENDMENT; TERMINATION**

8.1 Amendment. The Plan may be amended by the Board of Directors at any time and from time to time. This Plan may be amended by a written resolution adopted by a majority of the Board of Directors.

8.2 Termination. The Plan may be terminated at any time by the Agency. Termination of the Plan shall be effected by a written resolution adopted by a majority of the Board of Directors.

## **ARTICLE IX** **MISCELLANEOUS**

9.1 Non-Assignability and Facility of Payment. Benefits payable under the Plan are not in any way subject to the debts or other obligations of the persons entitled thereto and may

not be voluntarily or involuntarily sold, transferred or assigned to any person or persons other than the provider or providers of such Benefits. When any person entitled to Benefits under the Plan is under a legal disability or, in the Plan Administrator's opinion, is unable to manage his or her affairs, then, to the extent permitted under the applicable group contract, the Plan Administrator may cause his or her Benefit to be paid to his or her legal representative for his or her benefit, or to be applied for his or her benefit in any other manner that the Plan Administrator may determine.

9.2 Mistake of Fact. Any misstatement or any other mistake of fact in any notice or other document filed with the Agency or Plan Administrator shall be corrected when it becomes known and proper adjustment made by reason thereof. Neither the Agency nor the Plan Administrator shall be liable in any manner for any determination of fact made in good faith.

9.3 Source of Payments. The Agency shall be the sole source of Benefits under the Plan. No Participant shall have any right to, or interest in, any assets of the Agency except as provided from time to time under the Plan, and then only to the extent of the Benefits which are payable under the Plan to such Participant.

9.4 Status of Benefits. The Agency believes that this Plan is written in accordance with Section 105 of the Code and that it provides certain benefits to Participants which are free from Federal income tax under the Code. This Plan has not been submitted to the Internal Revenue Service for approval and thus there can be and is no assurance that intended tax benefits will be available. Any Participant, by accepting a benefit under this Plan, agrees to be liable for any tax plus interest that may be imposed with respect to those Benefits.

9.5 Applicable Law. Subject to the provisions of ERISA, which may be applicable and which provide to the contrary, this Plan, as amended from time to time, shall be administered, construed and enforced according to the laws of the State of California.

9.6 Employment Rights. Employment rights of an employee shall not be deemed to be enlarged or diminished by reason of the establishment of this Plan, nor shall any provisions of this Plan be deemed to confer any right upon any employee to be retained in the service of the Agency.

9.7 Construction. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine or neuter gender, and the singular shall be deemed to include the plural, and vice-versa, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section.

***[Signatures Follow on Next Page]***

IN WITNESS WHEREOF, the Agency has caused this SANTA CLARITA VALLEY WATER AGENCY HEALTH REIMBURSEMENT PLAN to be executed on \_\_\_\_\_, 2019.

**SANTA CLARITA VALLEY WATER AGENCY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST**

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

**APPROVED AS TO FORM AND CONTENT:**

**BEST BEST & KRIEGER LLP**

By: \_\_\_\_\_  
Attorneys for Santa Clarita Valley Water Agency

**SCHEDULE “A”**

*All terms used in this schedule which are capitalized and not defined herein shall be defined in accordance with the definitions found in Article II of the Plan.*

<b>Retiree Group</b>	<b>Eligibility</b>	<b>Allowance as of February 1, 2019</b>
Tier 1	Retired Employee hired before January 1, 2009	An amount equal to 90% of the PERS Care health plan rate for the Los Angeles Area Region published by CalPERS on January 1 of each year for the coverage level in which the retiree enrolls (referred to as the applicable “Coverage Level”).
Tier 2	Retired Employee hired on or after January 1, 2009 but before February 1, 2019	An amount <i>equal to</i> the Section 22893 Premium for the applicable Coverage Level <i>multiplied by</i> .05 x Years of CalPERS Service Credit (minimum of 10 years, including 5 years with Agency, CLWA or NCWD)*
Tier 3	Hired on or after February 1, 2019 but not meeting “Retired Employee” definition	N/A – Retiree Health Benefit paid directly to CalPERS
Tier 4	Hired on or after January 1, 2009 but before February 1, 2019 but not meeting “Retired Employee” definition	N/A – Base Contribution Rate paid directly to CalPERS
Tier 5	Hired on or after February 1, 2019 but not meeting “Retired Employee” definition	N/A – Not eligible for any benefit

\*Any Retired Employee that is hired on or after January 1, 2009 but before February 1, 2019 and retires for disability, as contemplated under Government Code Section 22893(b)(1), shall be deemed to have obtained 20 Years of CalPERS Service Credit.

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**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
ADOPTING THE SANTA CLARITA VALLEY WATER AGENCY  
HEALTH PREMIUM REIMBURSEMENT PLAN**

**WHEREAS**, the Castaic Lake Water Agency (“CLWA”) and the Newhall County Water District (“NCWD”) were reorganized into the Santa Clarita Valley Water Agency (“Agency”) and no longer operate as separate entities or exercise independent functions; and

**WHEREAS**, all employees of the CLWA and NCWD at the time of the reorganization became employees of the Agency, and the Agency is the successor to the CLWA and NCWD and assumes the former agencies’ duties and obligations with regard to pension and health insurance benefits; and

**WHEREAS**, the Board of Directors of CLWA and NCWD took action prior to the reorganization to create a first and second tier of retiree health benefits; and

**WHEREAS**, the Agency is a local agency contracting for health coverage for its eligible employees and retirees under the Public Employees’ Medical and Hospital Care Act (“PEMHCA”); and

**WHEREAS**, Government Code Section 22892(a) provides that a local agency contracting under the Act shall fix the amount of the employer’s contribution at an amount not less than the amount required under Government Code Section 22892(b)(1) (“PEMHCA Minimum”); and

**WHEREAS**, on December 4, 2018, the Board of Directors adopted Resolution No. SCV-75 (“PEMHCA Minimum Resolution”), setting the Agency’s contribution to CalPERS for each employee and retired employee hired prior to February 1, 2019 at the amount necessary to pay the full cost of his/her enrollment, including the enrollment of family members, in a health benefits plan up to a maximum of the PEMHCA Minimum (plus administrative fees and Contingency Reserve Fund assessments); and

**WHEREAS**, on December 4, 2018, the Board of Directors of the Agency adopted Resolution No. SCV-77 (“Vesting Resolution”), establishing a third tier of retiree health benefits subject to a vesting schedule based on service credit; and

**WHEREAS**, the PEMHCA Minimum Resolution and Vesting Resolution will go into effect on February 1, 2019; and

**WHEREAS**, employees hired by CLWA or NCWD before January 1, 2009 who retire from CLWA, NCWD, or the Agency with at least 5 years of service credit with any CalPERS employer (“Tier 1 Retirees”) are eligible to receive a retiree health benefit in an amount up to 90% of the PERS Care health plan rate published by CalPERS on an annual basis for the Los Angeles Area Region for the applicable coverage level, minus the PEMHCA Minimum which will be paid directly to CalPERS by the Agency; and

**WHEREAS**, employees hired by the Agency, CLWA, or NCWD on or after January 1, 2009 but before February 1, 2019 who retired from CLWA or NCWD, or will retire from the Agency, with at least 10 years of CalPERS service credit, including 5 years of service credit with the Agency,

CLWA, or NCWD, collectively (“Tier 2 Retirees”), are eligible to receive a retiree health benefit in an amount equal to a percentage of the Government Code Section 22893 premium for the applicable coverage level based on years of CalPERS service credit, minus the PEMHCA Minimum which will be paid directly to CalPERS by the Agency; and

**WHEREAS**, Tier 2 Retirees are not subject to Government Code Section 22893 because current law would not allow CalPERS to recognize prior service with CLWA or NCWD; and

**WHEREAS**, employees hired by the Agency on or after February 1, 2019 with at least 10 years of CalPERS service credit, including 5 years of service credit with the Agency at retirement, (“Tier 3 Retirees”) are subject to the statutory vesting schedule of Government Code Section 22893 such that the Agency shall pay the Tier 3 retiree health benefit directly to CalPERS; and

**WHEREAS**, employees hired by the Agency, CWLA, or NCWD on or after January 1, 2009 but before February 1, 2019 that have less than 10 years of CalPERS service credit and/or less than 5 years of service credit with the Agency, CLWA, or NCWD at the time of retirement (“Tier 4 Retirees”), are only eligible to receive the PEMHCA Minimum; and

**WHEREAS**, employees hired by the Agency on or after February 1, 2019 that have less than 10 years of CalPERS service credit and/or less than 5 years of service credit with the Agency at the time of retirement (“Tier 5 Retirees”) shall not be eligible for any retiree health benefit from the Agency; and

**WHEREAS**, as of February 1, 2019, the Agency will reimburse Tier 1 Retirees for the costs of premiums for any plan offered by CalPERS that exceed the PEMHCA Minimum up to an amount equal to 90% of the PERSCare health plan rate published by CalPERS on an annual basis for the Los Angeles Area Region for the applicable coverage level in which the Tier 1 Retiree enrolls;

**WHEREAS**, as of February 1, 2019, the Agency will reimburse Tier 2 Retirees for the costs of premiums for any plan offered by CalPERS that exceed the PEMHCA Minimum up to an amount equal to a percentage of the Government Code Section 22893 premium for the applicable coverage level in which the Tier 2 Retiree enrolls based on years of CalPERS service credit, including a minimum of 5 years with CLWA, NCWD or the Agency; and

**WHEREAS**, the adoption of the PEMHCA Minimum Resolution and the Vesting Resolution requires the Agency to adopt a retiree health reimbursement arrangement, effective February 1, 2019, to reimburse eligible Tier 1 Retirees and Tier 2 Retirees for the cost of premiums paid by such retirees for coverage under a group health plan sponsored by the Agency that exceed the PEMHCA Minimum up to the retiree health benefit for such retiree; and

**WHEREAS**, the Board of Directors has reviewed the proposed Santa Clarita Valley Water Agency Health Premium Reimbursement Plan (“HRA”) prepared by Best Best & Krieger LLP; and

**WHEREAS**, the HRA incorporates Schedule “A” which identifies benefits which may periodically change, and as such, it is necessary that Agency staff have the authority to automatically update or revise Schedule “A” of the HRA, whenever changes approved by the Board are made to such benefits; and



**WHEREAS**, the Board desires to appoint the Director of Finance and Administration, or his or her designee, as the Privacy Official of the Cafeteria Plan and HRA for purposes of HIPAA; and

**WHEREAS**, the Board desires to authorize the General Manager, or his or her designee, to execute the proposed HRA on behalf of the Agency, along with any future amendments that contain only non-substantive and/or administrative changes to plan documents

**IT IS NOW, THEREFORE RESOLVED**, by the Board of Directors of the Santa Clarita Valley Water Agency:

1. The Agency hereby adopts the Santa Clarita Valley Water Agency Health Premium Reimbursement Plan as heretofore considered and discussed, effective February 1, 2019, in the form attached hereto as Exhibit "A" and incorporated herein by this reference.

2. The Board directs and authorizes the General Manager, or his or her designee, to duly execute the Santa Clarita Valley Water Agency Health Premium Reimbursement Plan on behalf of the Agency, along with any future amendments that contain only non-substantive and/or administrative changes to the plan documents.

3. That the Board hereby appoints the Director of Finance and Administration, or his or her designee, as the Privacy Official of the HRA for purposes of HIPAA.

4. That the Board hereby authorizes the General Manager, or his or her designee, to automatically update Schedule "A" to the HRA as changes to the benefits referenced therein are approved by the Board.

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## BOARD MEMORANDUM

**DATE:** January 15, 2019  
**TO:** Board of Directors  
**FROM:** Rochelle Patterson *RP*  
Director of Finance and Administration  
**SUBJECT:** Approve a Safety Incentive Plan

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Management recommends approval of the attached Safety Incentive Plan for the Santa Clarita Valley Water Agency. As part of the merger, staff has been reviewing policies of Castaic Lake Water Agency (CLWA), Newhall County Water District (NCWD) and Valencia Water Division (VWD) to develop unified policies for SCV Water. The policies were reviewed and combined to compile elements from each division's policy to form the attached proposed Safety Incentive Plan. Employee feedback was gathered in this revised Safety Incentive Plan proposal.

### DISCUSSION

In review, the proposed safety incentive plan would be a three-tiered plan incorporating aspects of all four former Division's incentive plans.

**Tier 1** – This would be an acknowledgment of staff going above and beyond normal expected acts of safety.

- Employees can be recommended by fellow staff. The safety incentive recommendation should be submitted to the supervisor of the employee making the suggestion.
- Approval of Tier 1 awards would be determined by the direct supervisor and Safety Department.
- Award would be a \$20 gift card at a local food or beverage establishment.

**Tier 2** – Tier 2 suggestions would propose an improvement to employee health and/or safety leading to a savings or improvement in workplace safety practices.

- Recommendations can be submitted to a supervisor, the Safety Department, or the Safety Committee.
- Suggestions will be reviewed by the Safety Committee.
- If approved, a gift card ranging from \$75 - \$200 to a local establishment would be given to the employee.

**Tier 3** – An Agency-wide lunch will be held when a combination of ten suggestions, listed below, are awarded:

- Seven (7) suggestions from Tier 1.
- And, at least three (3) suggestions from Tier 2.

The Agency-wide lunch would be held in an “open house” type fashion at one of the Divisions over several hours to provide staff the opportunity to see how the safety suggestions were implemented, meet other staff, see other locations, and get a free lunch!

On January 14, 2019, the Finance and Administration Committee considered staff’s recommendation to approve a Safety Incentive Plan.

### **FINANCIAL CONSIDERATIONS**

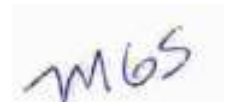
Staff has estimated the financial considerations of the Safety Incentive Plan to be less than \$3,000 per year for gift cards and an Agency-wide lunch.

### **RECOMMENDATION**

The Finance and Administration Committee recommends that the Board of Directors approve the attached proposed Safety Incentive Plan.

RP

Attachment



**SANTA CLARITA VALLEY WATER AGENCY**  
**SAFETY INCENTIVE PLAN**  
*(Board Approved January 2019)*

**OBJECTIVE**

A core value of SCV Water is to provide a safe work environment for all employees. In order to work collectively towards this objective, the SCV Water Safety Incentive Plan has been developed. The Plan is one of many tools designed to incentivize safe work practices. We believe every employee needs to be involved and vested in creating a safe work place. Furthermore, we believe employee inclusion in a safety incentive program will generate a safer work environment.

**STRUCTURE**

There are several ways to control hazards and improve safety. The plan recognizes three (3) tiers of safety to incent based on certain criteria:

- **Elimination** – the removal of a hazard from the workplace
- **Engineering Controls** – this is the design or modification to work processes, equipment, etc., to reduce the exposure
- **Administrative Controls** – this type of improvement alters the workflow through policies, rules, and standard work practices. This also includes training, maintenance, and good housekeeping
- **Personal Protective Equipment** – required equipment worn by employees (gloves, steel toed boots, hard hats, etc.) to reduce exposure to hazards

**TIER 1**

Employees who are seen going above and beyond the normal and expected acts of safety may be entitled to a Tier 1 incentive. Employees can be recommended by other employees and should be submitted to their direct supervisor and/or the Safety Department.

**Approval** – All recommendations will be reviewed by the direct supervisor and Safety Department. This Tier 1 incentive is designed to encourage employee participation in the program and overall safety. The approval threshold is low, but will be regularly reviewed to prevent excessive nominations.

**Award** – Personnel who are recognized in Tier 1 will receive a \$20.00 gift card to a local restaurant, coffee shop, etc.

**Examples of Tier 1:**

- An employee notices a contractor is not wearing a hard hat and provides the contractor with a spare hard hat. **(PPE)**
- An employee notices multiple extension cords plugged into a socket. The employee makes a recommendation to use a proper surge protector. **(Elimination/Engineering Control)**
- An employee notices a tripping hazard and fixes it. **(Elimination)**
- An employee notices a piece of equipment or some other device posing a potential hazard where someone could bump their head. The recommendation is to put a sign or fix the hazard. **(Engineering Control)**

## **TIER 2**

Employees are encouraged to submit health and safety improvement suggestions. Employees should submit their Tier 2 suggestion via email to their supervisor or to the safety department. Tier 2 suggestions should lead to some health and safety improvement resulting in a reduction in health and safety injuries or illnesses and provide a financial savings to SCV Water.

**Approval** – All recommendations will be brought before the SCV Water Safety Committee. This committee will discuss and determine if the recommendation leads to a health, safety, and financial savings to SCV Water. The projected savings will be calculated and an appropriate award will be recommended.

**Award** – Personnel whose ideas are accepted and implemented will receive a \$75.00-\$200.00 gift card to a local restaurant or business establishment. The amount of award will be determined by the Safety Committee and based upon estimated calculated savings in accordance with the attached Safety Incentive Award Matrix.

### **Examples of Tier 2'**

- An employee identifies a workflow or work practice that an existing policy doesn't adequately cover. The Safety Department prepares a new policy. **(Administrative Control)**
- An employee improves on approved traffic control for a large pipeline replacement job. This added improvement may not be required, but results in potential savings by reducing likelihood of an accident. **(Engineering Control)**
- An employee suggests an improvement to a repetitive lifting workflow. The improvement results in less weight to be lifted and fewer repetitive trips for the effected employees. This improvement results in **Engineering and Administrative Controls.**

## **TIER 3**

After a combination of ten (10) awards received from Tier 1 and Tier 2 (at least two) are achieved, a lunch incentive will be provided to all employees. This lunch will be held at one of the various office locations. It will provide an opportunity for employees to visit different locations. This informal lunch will be held over several hours in an "open house" style.

*(Originally adopted January 2019)*

## Tier 2 Safety Incentive Award Matrix

Safety recommendations will be evaluated on the elimination of safety hazards and financial savings based on hazard avoidance. The Safety Committee will determine the applicability and practicability of each recommendation. The following matrix will be used in the evaluation process:

<b>Elimination of a Safety Hazard</b>	<b>Rating</b>	<b>(X)</b>	<b>Score</b>
Slightly reduces the likelihood of a minor injury or equipment damage	1		0.50
Slightly reduces the likelihood of a major injury or equipment damage	2		1.00
Greatly reduces the likelihood of a minor injury or equipment damage	3		1.50
Greatly reduces the likelihood of a major injury or equipment damage	4		2.00

<b>Financial Savings</b>	<b>Rating</b>	<b>(X)</b>	<b>Score</b>
Hazard avoidance resulting in cost savings (None)	1		0.50
Hazard avoidance resulting in cost savings (Low)	2		1.00
Hazard avoidance resulting in cost savings (Moderate)	3		1.50
Hazard avoidance resulting in cost savings (High)	4		2.00

<b>Total Score</b>	<b>Award</b>
1.00 – 1.49	\$75
1.50 – 2.00	\$100
2.01 – 2.50	\$125
2.51 – 3.00	\$150
3.01 – 3.50	\$175
3.51 – 4.00	\$200

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ITEM NO.  
6.5

## BOARD MEMORANDUM

**DATE:** January 15, 2019  
**TO:** Board of Directors  
**FROM:** Rochelle Patterson *RP*  
Director of Finance and Administration  
**SUBJECT:** Approve Revised Claims Policy

---

### SUMMARY AND DISCUSSION

The Agency's Claims Policy was reviewed by General Counsel and approved by the Board of Directors in September 2018. As part of the merger, staff had reviewed the claims procedure of Castaic Lake Water Agency (CLWA) and the claims policy of Newhall County Water District (NCWD) and several other claims policies to develop this unified policy for SCV Water. By Director request, the policy was presented again for further evaluation and resulted in the attached section revisions. There are no other changes to the policy.

On January 14, 2019, the Finance and Administration Committee reviewed and discussed the current Claims Policy.

### FINANCIAL CONSIDERATIONS

None at this time.

### RECOMMENDATION

The Finance and Administration Committee recommends that the Board of Directors approve the attached revised Claims Policy.

RP/ed

Attachment

*MBS*

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POLICIES, RULES AND REGULATIONS	
Title: <b>CLAIMS POLICY</b>	
Policy No.:A-2	Section Nos.: 1.0 – 10.2.3
Approval Date: <del>September 2018</del> <u>February 2019</u>	Effective Date: <del>September 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

Highways Code.

1.3 PURPOSE OF CLAIMS PRESENTATION

The purpose of the claims presentation requirements is to provide the Agency with an opportunity to settle just claims before suit is brought, and to permit the Agency to make an early investigation of the facts on which the claim is based enabling the Agency to defend itself against unjust claims and to correct the conditions or practices which gave rise to the claim.

1.4 PROCESSING OF CLAIMS

All claims received by the Agency shall be processed by the General Manager, or his/her designee, who shall be responsible for determinations as to the sufficiency of claims against the Agency (in accordance with Section 2) and for obtaining whatever information may be necessary to form a reasonable decision as to whether sufficient claims should be processed for approval or for denial.

1.5 PARTY RESPONSIBLE TO ALLOW OR REJECT CLAIMS

1.5.1 Review of Claims

The General Manager shall review all claims for sufficiency and timeliness. The General Manager is authorized to issue a written notice of insufficiency under Section 3.1, below, or return a late claim under Section 6, below.

1.5.2 Claims of \$50,000 Or Less

The General Manager is authorized to perform the functions of the Board with respect to claims of \$50,000 or less. This authority does not extend to claims and not involving bodily injury or claims brought by employees (1) of institutional or regulatory malfeasance; (2) of illegal discrimination, harassment or hostile work environment, regardless of value; or (3) of a value of more than \$25,000. These functions include, but are not limited to, ruling on the sufficiency, reasonableness, or timeliness of claims; returning insufficient or late claims; allowing, compromising, or settling claims; and presenting claims to the Agency’s insurance carrier. On the written order of the General Manager, the Agency shall pay the amount for which these claims have been allowed, compromised, or settled.

The decision of the Board to appoint the General Manager to allow or reject claims on its behalf shall not preclude the Board from examining and discussing claims, from allowing or rejecting claims, and from taking any other actions which are required by law or necessary and advisable in



<b>POLICIES, RULES AND REGULATIONS</b>	
Title: <b>CLAIMS POLICY</b>	
Policy No.:A-2	Section Nos.: 1.0 – 10.2.3
Approval Date: <del>September 2018</del> <u>February 2019</u>	Effective Date: <del>September 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

connection with claims filed against the Agency.

1.5.3 Claims Greater Than \$50,000 or Involving Bodily Injury or Claims Brought by Employees

The Agency shall present to the Board any claim greater than \$50,000, ~~or~~ those involving bodily injury or claims brought by employees as described in Section 1.5.2. If the Board rejects any such claim, then the Agency shall refer such rejected claim to its insurance carrier.

2.0 CLAIM: SUFFICIENCY

2.1 Claims: Required Information

A claim must be in writing and contain the following information:

- (1) The name and address of the claimant;
- (2) The post office address to which the person presenting the claim desires notices to be sent;
- (3) The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted;
- (4) 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 claims;
- (5) The name or names of the public employee or employees causing the injury, damage or loss, if known;
- (6) The amount claimed if it totals less than \$10,000 as of the date of claim presentation; and
- (7) The signature of the claimant or some person on his or her behalf and the date the claim was signed. [Government Code §§ 910 and 910.2]

2.2 Agency Claim Form

The Agency may provide a form that the claimant may use in lieu of submitting a claim containing the information specified in Section 2.1. A claim



**SCV**  
**WATER**

<b>POLICIES, RULES AND REGULATIONS</b>	
Title: <b>CLAIMS POLICY</b>	
Policy No.:A-2	Section Nos.: 1.0 – 10.2.3
Approval Date: <del>September 2018</del> <u>February 2019</u>	Effective Date: <del>September 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

5.2.3 Allow Amount Justly Due

Either reject the claim or allow it in the amount justly due and reject it as to the balance if the Board or General Manager finds the claim is a proper charge against the Agency but is for an amount greater than is justly due.

5.2.4 Compromise the Claim

Reject the claim, or compromise it, if legal liability of the Agency or the amount justly due is disputed.

5.3 Reject Only Timely, Proper and Sufficient Claims

Only those claims with proper and sufficient contents, as provided in Section 2.1, and presented in a timely fashion, as provided in Section 4, can be rejected.

5.4 Board Action Within 45 Days on Amended Claim

If a claim is amended, the Board or General Manager shall act on the amended claim within in 45 days after the amended claim is presented.

5.5 Extension of Time by Agreement

The claimant and the Board or General Manager may extend the time period within which the Board is required to act on the claim by written agreement. [Government Code § 912.4(b)]

The extension of time must be given before the expiration of the 45-day period; or after the expiration of the 45-day period if an action based on the claim has not been commenced and is not yet barred by the period of limitations provided in Section 1.4. [Government Code § 945.6]

Any claim which is not acted upon within the extended time period shall be deemed to have been rejected by the Board or its designee on the last day of the extended time period. [Government Code § 912.4(c)]

5.6 Written Rejection

The claimant has six months in which to file suit on a claim which has been rejected in writing within 45 days of presentation.

The written letter of claim rejection must be substantially in the form found at Government Code Section 913, and must be given in the same manner as provided for written notice of insufficiency. (See Section 3.1)

5.7 Rejection by Operation of Law

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## BOARD MEMORANDUM

**DATE:** February 5, 2019  
**TO:** Board of Directors  
**FROM:** Matt Stone *MGS*  
General Manager  
**SUBJECT:** Approve Consent to Representation of the Santa Clarita Valley Groundwater Sustainability Agency by Co-General Counsel

---

### SUMMARY

The Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) is a Joint Powers Authority formed to create a Sustainable Groundwater Management Plan for the Santa Clara River Valley East Subbasin. SCV Water is a member of the SCV-GSA and currently appoints four members of its seven-member board of directors. On January 7, 2019, the Board of Directors of SCV-GSA appointed Thomas S. Bunn III of Lagerlof, Senecal, Gosney and Kruse as its general counsel. SCV Water's informed written consent is required before Mr. Bunn may simultaneously represent SCV Water and the SCV-GSA.

### DISCUSSION

Joseph Byrne of Best, Best & Krieger, co-general counsel for SCV Water, has been performing some of the functions of general counsel for the SCV-GSA. Staff believes it is advisable for the SCV-GSA to have separate general counsel. That will allow Mr. Byrne to represent the interests of SCV Water on the SCV-GSA, while Mr. Bunn represents the interests of the GSA itself.

Even though Mr. Bunn will not be representing SCV Water in GSA matters, his role as co-general counsel for SCV Water creates potential conflicts of interest. Staff recommends that the board waive these potential conflicts of interest, as shown on the attached consent letter. SCV-GSA has already consented to the simultaneous representation.

### FINANCIAL CONSIDERATIONS

Mr. Bunn is representing the SCV-GSA on the same terms as SCV Water. The costs will be paid by SCV Water as an administrative cost, pursuant to the Administrative Services Agreement between the SCV-GSA and SCV Water.

### RECOMMENDATION

That the Board of Directors direct the Board President to sign the letter consenting to representation.

Attachment

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301 North Lake Avenue  
10th Floor  
Pasadena, CA 91101-5123  
Phone: 626.793.9400  
Fax: 626.793.5900  
www.lagerlof.com  
Established 1908

February 5, 2019

Board of Directors  
Santa Clarita Valley Water Agency

Dear Board members:

At its meeting January 7, the Groundwater Sustainability Agency (SCV-GSA) appointed my firm to serve as its general counsel. The California Rules of Professional Conduct require me to get SCV Water’s written consent before representing another client, if there is a significant risk that my representation of SCV Water will be materially limited by responsibilities to the other client. At present, I consider the interests of the SCV-GSA and SCV Water to be fully aligned. Although it is unlikely, there may come a time when those interests diverge.

A lawyer has a duty of undivided loyalty to a client. As your co-general counsel, I have the duty to act in your interest at all times. If your interests became different from the SCV-GSA’s, there is a risk that my judgment would be influenced by the fact that SCV-GSA is a client. California law requires that you give your informed consent in this situation, even though there is no current conflict of interest.

I request that you consent to representation under these circumstances. I will not represent SCV Water in GSA matters; Joe Byrne will continue to do that.

In the unlikely event that your interests become adverse to the SCV-GSA’s, I would not be allowed to continue to represent both parties without further disclosure and consent. If either party did not consent, or if the conflict is not waivable, I would withdraw from representing the SCV-GSA, but would continue to represent SCV Water in other matters.

Please indicate your consent to the above by signing and returning the enclosed copy of this letter. If you have any questions regarding this letter or the risks of joint representation, please let me know.

Very truly yours,

Thomas S. Bunn III

The foregoing is agreed to.  
Santa Clarita Valley Water Agency

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

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ITEM NO.  
6.7

# Monthly Financial Report

## NOVEMBER 2018

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# Statements of Revenues and Expenses

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# Investment Reports

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**Regional Division**  
Cash and Investment Summary  
11/30/18

	BALANCE	% OF TOTAL	AVERAGE REMAINING LIFE DAYS	WGHTD. AVG. YIELD
<b><u>Agency Funds</u></b>				
Cash & Sweep Account	\$ 1,835,321	1.21%	-	2.073%
LAIF *	29,776,417	19.58%	-	2.208%
LACPIF	25,874,181	17.02%	-	2.060%
Federal Agencies	78,500,000	51.66%	730	1.578%
<b>Total Agency</b>	<b>135,985,919</b>			
<b><u>Capital Improvement Project Funds</u></b>				
Cash & Sweep Account	\$ 922,543	0.61%	-	2.073%
LAIF	5,086,923	3.34%	-	2.208%
Federal Agencies	10,000,000	6.58%	645	2.006%
<b>Total CIP</b>	<b>16,009,466</b>			
<b>Total Cash and Investment</b>	<b>\$ 151,995,385</b>	<b>100.00%</b>		<b>1.842%</b>

\* Regional division's LAIF investments include SCWD pass through investment of \$13,642,929. SCWD also shows this amount on their division's monthly investment report.

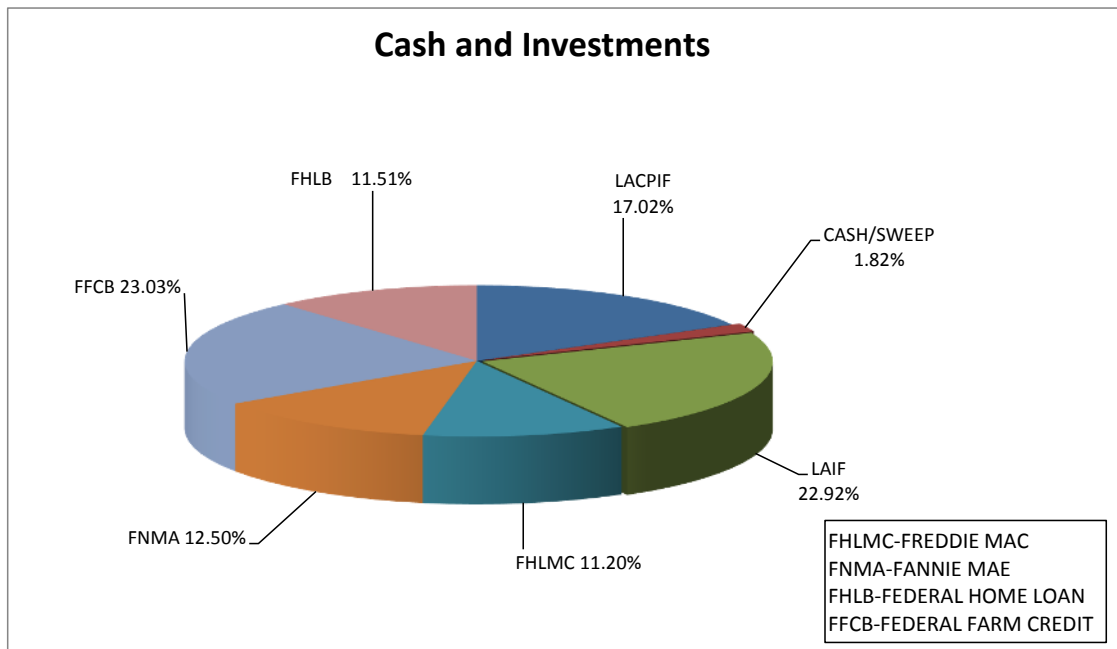
I certify that all investment actions executed since the last investment report have been made in full compliance with the Investment Policy as adopted by the Board of Directors, and that the Agency will meet its expenditure obligations for the next 6 months as required by Government Code Section 53646(b)(2) and (3), respectively.



Rochelle Patterson  
Treasurer



Amy Aguer  
Controller



11/30/18

**Regional Division General Funds Invested:**

<u>Description</u>	<u>Par Value</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Rem. Days</u>	<u>Average Interest</u>	
<b>Federal Government Agency Investment Portfolio</b>									
FFCB	5,000,000	1.030%	1.030%	07/05/16	04/05/19	1004	126	51,500	#
FHLB	5,000,000	1.200%	1.200%	10/31/16	10/11/19	1075	315	60,000	#
FFCB	5,000,000	1.300%	1.300%	05/25/16	11/25/19	1279	360	65,000	#
FFCB	2,500,000	1.240%	1.240%	07/13/16	01/13/20	1279	409	31,000	#
FHLB	5,000,000	1.450%	1.450%	03/30/16	03/30/20	1461	486	72,500	#
FFCB	5,000,000	1.470%	1.470%	06/29/16	06/29/20	1461	577	73,500	#
FNMA	6,000,000	1.500%	1.500%	06/30/16	09/29/20	1552	669	90,000	#
FHLMC	5,000,000	1.750%	1.750%	04/26/17	10/26/20	1279	696	87,500	#
FNMA	8,000,000	1.750%	1.750%	10/30/15	10/29/20	1826	699	140,000	#
FFCB	5,000,000	1.350%	1.350%	11/02/16	11/02/20	1461	703	67,500	#
FFCB	5,000,000	1.440%	1.440%	07/16/16	01/19/21	1648	781	72,000	#
FHLMC	2,000,000	2.900%	2.900%	07/30/18	07/30/21	1096	973	58,000	#
FNMA	5,000,000	1.550%	1.550%	08/24/16	08/24/21	1826	998	77,500	#
FHLMC	5,000,000	2.000%	2.000%	04/27/17	04/27/22	1826	1244	100,000	#
FHLMC	5,000,000	2.100%	2.100%	04/27/17	04/27/22	1826	1244	105,000	#
FHLB	5,000,000	1.750%	1.750%	09/29/17	09/29/22	1826	1399	87,500	#

\$ 78,500,000

11679 1,238,500

Weighted Avg Yield 1.578%

Avg Remaining Life 730 Days

**Regional Division CIP Funds Invested:**

<u>Description</u>	<u>Par Value</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Rem. Days</u>	<u>Average Interest</u>	
<b>Federal Government Agency Investment Portfolio</b>									
FFCB	5,000,000	1.360%	1.360%	06/20/16	02/18/20	1338	445	68,000	#
FFCB	2,500,000	2.625%	2.625%	04/30/18	08/03/20	826	612	65,625	#
FHLB	2,500,000	2.680%	2.680%	04/30/18	04/26/21	1092	878	67,000	#

\$ 10,000,000

3256 1935 200,625

Weighted Avg Yield 2.006%

Avg Remaining Life 645 Days

# Callable  
Cash & Sweep Account, LAIF, and LACPIF are liquid investments.

Newhall Water Division  
Cash and Investment Summary  
As of November 30, 2018

<b><u>Operating and Reserve Funds</u></b>	Balance	Percent of Total	Average Remaining Life Days	Weighted Avg. Yield
Checking Account	\$ 1,242,594	10.87%		n/a
LAIF	7,546,866	66.03%		2.18%
UBS Certificates of Deposit	2,640,000	23.10%	823	2.31%
<b>Total</b>	<b>\$ 11,429,460</b>	<b>100.00%</b>		
 <b>Total Cash and Investment</b>	 <b>\$ 11,429,460</b>	 <b>100.0%</b>		

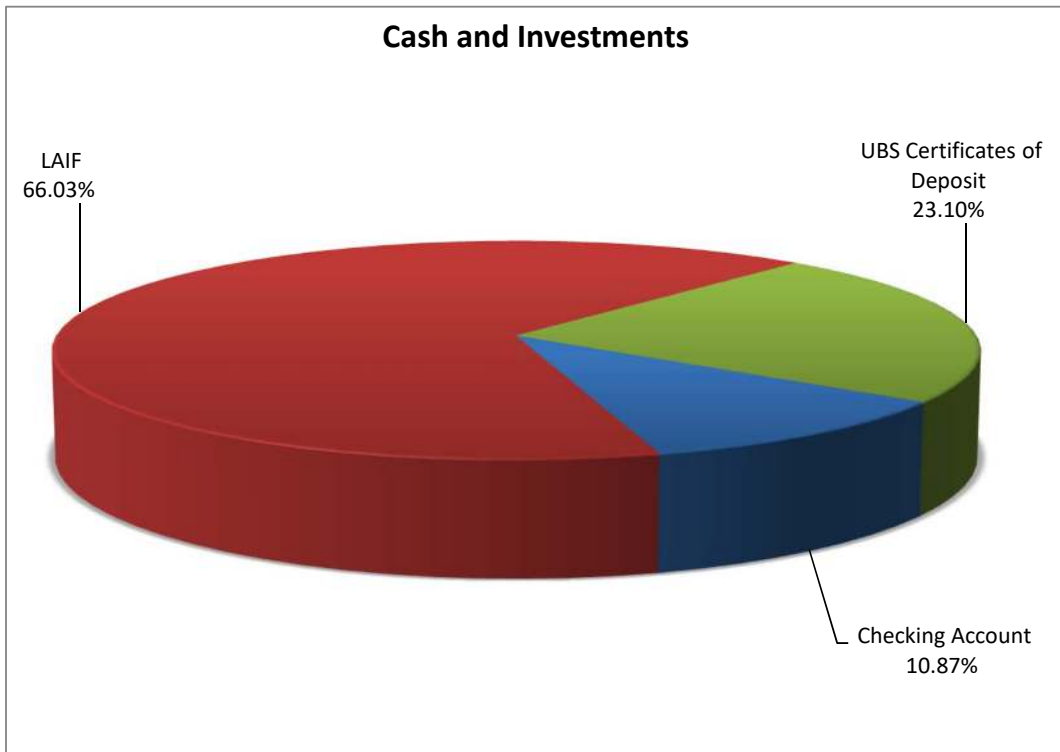


\_\_\_\_\_  
Rochelle Patterson  
Director of Finance and Administration/Treasurer



\_\_\_\_\_  
Amy Aguer  
Controller

I certify that the investments of the Newhall Water Division are in compliance with the Investment Policy as adopted by the Board of Directors, and that the Division has the ability to meet the expenditure requirements for the next 6 months.



NEWHALL WATER DIVISION  
As of November 30, 2018

<u>Description</u>	<u>Rate</u>	<u>Yield</u>	<u>Market Value</u>
Mission Valley Bank Checking Account	N/A	N/A	\$ 1,242,594
Local Agency Investment Fund (LAIF)	2.18%	2.18%	7,546,866
			<b><u>\$ 8,789,460</u></b>

<u>Description</u>	<u>Par</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Average Remaining Days</u>	<u>Average Interest</u>
<u>UBS Certificates of Deposit</u>							
Barclays Bank DE US	240,000	2.05%	2.05%	07/11/14	07/16/19	228	4,920
Comenity Bank DE US	200,000	2.15%	2.15%	10/23/14	10/29/19	333	4,300
Capital One Bank VA US	100,000	1.90%	1.90%	10/29/15	11/04/19	339	1,900
MUFG Union Bank NA CA US	200,000	2.85%	2.85%	10/16/18	10/16/20	685	5,700
BMW Bank UT US	200,000	2.19%	2.19%	10/29/15	10/16/20	320	4,380
Compass Bank AL US	200,000	2.95%	2.95%	10/17/18	10/19/20	687	5,900
American Express C UT US	200,000	2.25%	2.25%	10/29/15	11/04/20	704	4,500
Capital One Bank VA US	200,000	2.14%	2.14%	10/29/15	03/31/21	851	4,280
World's Foremost B NE US	200,000	1.81%	1.81%	03/24/16	03/31/21	851	3,620
JP Morgan Chase Bank DE US	100,000	1.75%	1.75%	09/26/16	09/30/21	1,034	1,750
Wells Fargo Bank NA SD US	200,000	1.81%	1.81%	10/27/16	11/02/21	1,067	3,620
State Bank of India NY US	200,000	2.25%	2.25%	01/30/17	02/09/22	1,166	4,500
Goldman Sachs Bank NY US	200,000	2.36%	2.36%	10/24/17	11/01/22	1,431	4,720
Celtic Bank UT US	200,000	3.50%	3.50%	11/30/18	11/30/23	1,824	7,000
	<b><u>\$ 2,640,000</u></b>					<b><u>823</u></b>	<b><u>\$ 61,090</u></b>

**NCWD Total Cash and Investments**

Santa Clarita Water Division  
Cash and Investment Summary  
As of November 30, 2018

<b>SCWD*</b>	Balance	Percent of Total	Maximum Concentration Allowed	Average Remaining Life Days	Weighted Avg. Yield
Retail Division Cash and Sweep	\$ 8,619,228	17.2%	n/a		2.07%
Wells Fargo Government I 1751 MMF	4,122	0.0%	10%		2.05%
FNMA Bond	3,000,000	6.0%	100%	500	1.52%
FFCB Bond	6,250,000	12.5%	100%	869	2.32%
FHLB Bond	5,000,000	10.0%	100%	922	1.83%
FHLMC Bond	5,500,000	11.0%	100%	894	2.59%
Wells Fargo Bank Note	1,000,000	2.0%	100%	175	1.75%
California State Taxable Municipal Bond	1,500,000	3.0%	30%	671	2.30%
United States Treasury bill	500,000	1.0%	n/a	258	2.30%
LAIF	13,642,929	27.2%	State Max		2.21%
Wells Fargo Certificates of Deposit	5,050,000	10.1%	30%	595	2.04%
<b>Total</b>	<b>\$ 50,066,279</b>	<b>100.00%</b>			
<b>Total Cash and Investment**</b>	<b>\$ 50,066,279</b>	<b>100.0%</b>			

\* See SCWD Portfolio on next page for detailed descriptions.

\*\* Total for SCWD includes estimated \$4,005,669 in refundable Developer Deposits.

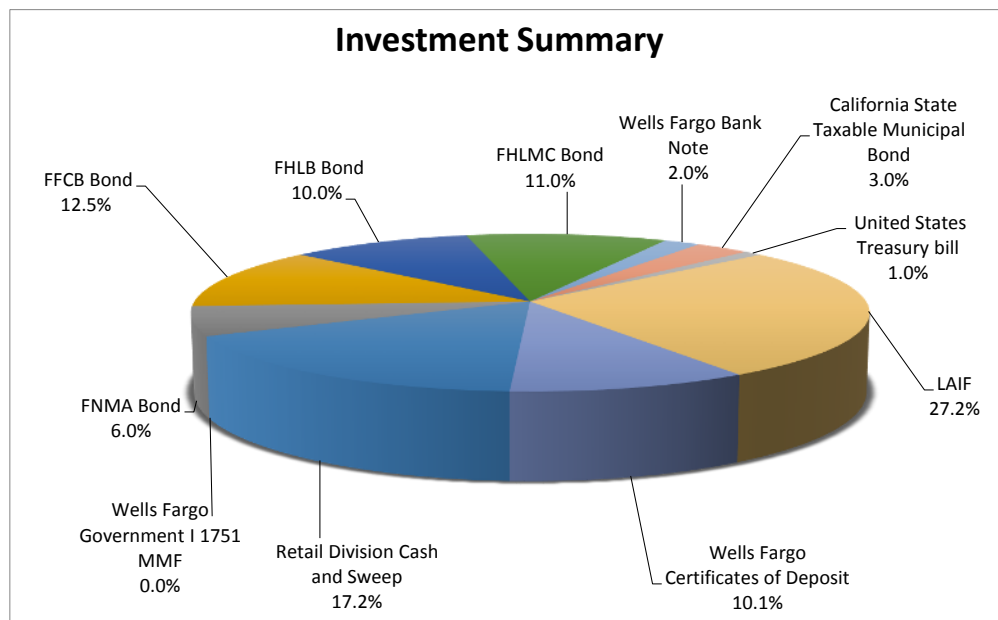
I certify that the investments of the Santa Clarita Water Division are in compliance with the Investment Policy as adopted by the Board of Directors, and that the Division has the ability to meet the expenditure requirements for the next 6 months.



Rochelle Patterson  
Director of Finance and Administration/Treasurer



Elizabeth Ooms-Graziano  
Retail Administrative Officer



Santa Clarita Water Division  
Cash and Investment Summary  
As of November 30, 2018

<u>Description</u>	<u>Balance</u>	<u>Rate</u>	<u>Yield</u>
Cash and Sweep (Cash in Bank)	\$ 8,619,228	2.07%	2.07%
Local Agency Investment Fund (LAIF)	13,642,929	2.21%	2.21%
Wells Fargo Government I 1751 Money Market Fund (MMF)	4,122	2.05%	2.05%
	<u>\$ 22,266,279</u>		

<u>Description</u>	<u>Par</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Remaining Days</u>	<u>Average Interest</u>
<u>Federal Government Agency Investment Portfolio</u>								
Federal Farm Credit Bank <sup>†</sup> (FFCB)	1,000,000	1.03%	1.03%	07/05/16	04/05/19	1,004	126	10,300
Federal Farm Credit Bank <sup>†</sup> (FFCB)	1,000,000	1.14%	1.14%	07/07/16	10/07/19	1,187	311	11,400
Fannie Mae <sup>†</sup> (FNMA)	1,000,000	1.30%	1.30%	05/25/16	11/25/19	1,279	360	13,000
Fannie Mae <sup>†</sup> (FNMA)	1,000,000	1.50%	1.50%	12/16/16	03/16/20	1,186	472	15,000
Federal Home Loan Bank <sup>†</sup> (FHLB)	2,000,000	1.75%	1.75%	01/30/17	07/30/20	1,277	608	35,000
Freddie Mac (FHLMC)	1,000,000	2.70%	2.70%	09/21/18	09/21/20	731	661	27,000
Fannie Mae <sup>†</sup> (FNMA)	1,000,000	1.75%	1.75%	12/28/16	09/28/20	1,370	668	17,500
Federal Home Loan Bank <sup>†</sup> (FHLB)	1,500,000	1.38%	1.38%	07/13/16	10/13/20	1,553	683	20,625
Freddie Mac (FHLMC)	1,500,000	2.13%	2.13%	12/29/17	06/29/21	1,278	942	31,875
Freddie Mac (FHLMC)	2,000,000	2.73%	2.73%	04/06/18	07/27/21	1,208	970	54,600
Freddie Mac (FHLMC)	1,000,000	2.90%	2.90%	11/21/18	08/27/21	1,010	1,001	29,000
Federal Farm Credit Bank <sup>†</sup> (FFCB)	2,000,000	2.87%	2.87%	05/16/18	11/15/21	1,279	1,081	57,400
Federal Farm Credit Bank <sup>†</sup> (FFCB)	1,250,000	3.12%	3.12%	06/27/18	06/27/22	1,461	1,305	39,000
Federal Home Loan Bank <sup>†</sup> (FHLB)	1,500,000	2.38%	2.38%	12/14/17	12/13/22	1,825	1,474	35,625
Federal Farm Credit Bank <sup>†</sup> (FFCB)	1,000,000	2.66%	2.66%	01/30/18	01/30/23	1,826	1,522	26,600
	<u>\$ 19,750,000</u>						<u>812</u>	<u>\$ 28,262</u>

† Callable

<u>Description</u>	<u>Par</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Remaining Days</u>	<u>Average Interest</u>
Wells Fargo Bank Note	\$ 1,000,000	1.75%	1.75%	12/9/2016	5/24/2019	896	175	\$ 17,500
	<u>\$ 1,000,000</u>						<u>175</u>	<u>\$ 17,500</u>

<u>Description</u>	<u>Par</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Remaining Days</u>	<u>Average Interest</u>
California State Taxable Municipal Bond	\$ 1,500,000	2.30%	2.30%	1/29/2018	10/1/2020	976	671	\$ 34,500
	<u>\$ 1,500,000</u>						<u>671</u>	<u>\$ 34,500</u>

<u>Description</u>	<u>Par</u>	<u>Disc.R ate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Remaining Days</u>	<u>Average Interest</u>
United States Treasury Bill	\$ 500,000	2.30%	2.37%	8/28/2018	8/15/2019	352	258	\$ 11,500
	<u>\$ 500,000</u>						<u>258</u>	<u>\$ 11,500</u>

Note: Cash and Sweep, LAIF and Wells Fargo Money Market Fund are liquid investments.



<u>Description</u>	<u>Par</u>	<u>Rate</u>	<u>Yield</u>	<u>Purchase Date</u>	<u>Maturity Date</u>	<u>Life Days</u>	<u>Remaining Days</u>	<u>Average Interest</u>
<u>Wells Fargo Certificates of Deposit</u>								
Investors Bank	250,000	1.35%	1.35%	12/16/16	12/17/18	731	17	3,375
Enerbank	250,000	1.70%	1.70%	12/18/14	12/18/18	1,461	18	4,250
Third Federal Savings & Loan	250,000	1.65%	1.65%	03/28/14	12/28/18	1,736	28	4,125
Sallie Mae Bank Interest	250,000	1.45%	1.45%	02/03/16	02/04/19	1,097	66	3,625
Private Bank & Trust Co Chicago	250,000	1.10%	1.10%	05/20/16	05/20/19	1,095	171	2,750
BMW Bank NY	50,000	1.95%	1.95%	06/20/14	06/20/19	1,826	202	975
Discover Bank	250,000	2.00%	2.00%	07/02/14	07/02/19	1,826	214	5,000
Centennial Bank Conway	250,000	1.20%	1.20%	05/20/16	11/20/19	1,279	355	3,000
Everbank/Jacksonville FL	250,000	1.45%	1.45%	12/09/16	12/09/19	1,095	374	3,625
American Exp Centurion	50,000	2.20%	2.20%	12/11/14	12/11/19	1,853	376	1,100
Gothenburg State Bank & Trust	250,000	2.80%	2.80%	11/28/18	05/28/20	547	545	7,000
Capital One Bank, NA	50,000	2.30%	2.30%	07/23/15	07/29/20	1,833	607	1,150
Capital One Bank USA, NA	250,000	1.85%	1.85%	12/07/16	12/07/20	1,461	738	4,625
Mercantil Commercebank	250,000	1.90%	1.90%	12/16/16	12/16/20	1,461	747	4,750
Ally Bank	250,000	2.15%	2.15%	12/21/17	12/21/20	1,096	752	5,375
Morgan Stanley Bank	250,000	2.15%	2.15%	12/21/17	12/21/20	1,096	752	5,375
Merrick Bank	250,000	2.25%	2.25%	01/30/18	01/29/21	1,095	791	5,625
Eagle Bank	250,000	2.85%	2.85%	09/07/18	03/08/21	926	829	7,125
First Internet Bank	250,000	2.20%	2.20%	12/18/17	12/17/21	1,460	1,113	5,500
BMO Harris Bank	250,000	2.80%	2.80%	04/13/18	04/13/22	1,461	1,230	7,000
JP Morgan Chase Bank	150,000	2.85%	2.85%	04/17/18	04/17/22	1,461	1,234	4,275
American Express Bank FSB	250,000	2.35%	2.35%	05/03/17	05/03/22	1,845	1,250	5,875
Citibank	250,000	3.00%	3.00%	05/16/18	05/23/22	1,468	1,270	7,500
	<u>\$ 5,050,000</u>						<u>595</u>	<u>\$ 103,000</u>

**SCWD Total Cash and Investments**      **\$ 50,066,279**

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**Santa Clarita Valley Water Agency  
Valencia Water Division  
As of November 30, 2018  
Investment Report**

	<b>Current Balance</b>	<b>Percent of Total</b>	<b>Average Remaining Life Days</b>	<b>Weighted Average Yield</b>
Wells Fargo Cash and Sweep	\$8,122,696	48.9%	n/a	0.25%
Certificates of Deposit	\$3,300,000	19.9%	477	0.17%
Commercial Paper	\$2,000,000	12.0%	80	1.19%
Corporate Bond	\$692,034	4.2%	157	0.78%
US Treasury Bill	\$2,500,000	15.0%	314	1.24%
<b>Total Cash and Investment</b>	<b><u>\$16,614,730</u></b>	<b><u>100.0%</u></b>		

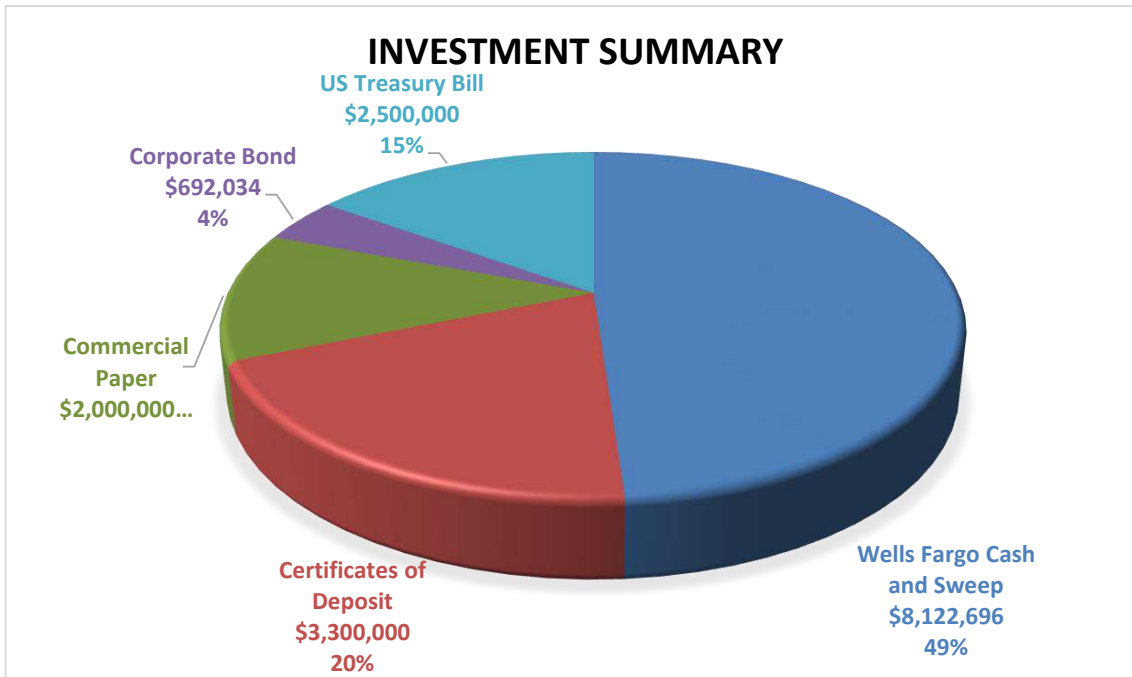
I certify that the investments of the Valencia Water Division are in compliance with the Investment Policy as adopted by the Board of Directors, and that the Division has the ability to meet the expenditure requirement for the next 6 months.



Rochelle Patterson  
Director of Finance and Administration, Treasurer



Kim Grass  
Accounting Manager



**Valencia Water Division  
As of November 30, 2018**

Description	Balance	Rate	Yield
Wells Fargo Cash and Sweep	\$8,122,696	0.25%	0.25%

Description	Par	Rate	Yield	Purchase Date	Maturity Date	Life Days	Remaining Days	Average Interest
							11/30/2018	
<b>Certificates of Deposit</b>								
IBERIABANK/LA 2.85 05/28/2020	250,000.00	2.850%	2.850%	11/28/2018	5/28/2020	547	545	7,125
BERKSHIRE BK/PITTSFIELD 3.15 11/30/2021	250,000.00	3.150%	3.150%	11/30/2018	11/30/2021	1096	1096	7,875
GOLDMAN SACHS BANK USA 1.7 12/18/2018	50,000.00	1.700%	1.700%	12/18/2015	12/18/2018	1096	18	850
NEW YORK COMMUNITY BANK	250,000.00	2.050%	2.050%	5/25/2018	2/25/2019	276	87	5,125
FIRST DAKOTA NATIONAL BA	250,000.00	2.100%	2.100%	6/15/2018	3/15/2019	273	105	5,250
EAST-WEST BANK	250,000.00	2.300%	2.300%	6/29/2018	6/28/2019	364	210	5,750
MERCHANTS & MANUF BANK	250,000.00	2.250%	2.250%	7/11/2018	7/11/2019	365	223	5,625
MORGAN STANLEY PVT BANK	250,000.00	2.450%	2.450%	9/27/2018	9/27/2019	365	301	6,125
WOORI AMERICA BANK	250,000.00	2.500%	2.500%	10/1/2018	10/1/2019	365	305	6,250
FRANKLIN SYNERGY BANK	250,000.00	2.500%	2.500%	9/26/2018	11/26/2019	426	361	6,250
DRUMMOND COMMUNITY BANK	250,000.00	2.600%	2.600%	9/25/2018	3/25/2020	547	481	6,500
BNY Mellon NA	250,000.00	2.800%	2.800%	9/24/2018	9/24/2020	731	664	7,000
STEARNS BANK NA	250,000.00	2.950%	2.950%	7/6/2018	7/6/2021	1096	949	7,375
COMENITY CAPITAL BANK	250,000.00	3.150%	3.150%	7/16/2018	7/18/2022	1463	1326	7,875
	<b><u>3,300,000.00</u></b>						<b><u>477</u></b>	<b><u>6,070</u></b>
<b>Commercial Paper</b>								
MUFG BANK LTD/NY	1,000,000.00	2.280%	2.280%	5/17/2018	2/11/2019	270	73	22,800
COMMERCIAL BANK PSQC	1,000,000.00	2.468%	2.468%	6/1/2018	2/25/2019	269	87	24,680
	<b><u>2,000,000.00</u></b>						<b><u>80</u></b>	<b><u>23,740</u></b>
<b>Corporate Bond</b>								
MUFG UNION BANK NA	692,034.06	2.250%	2.250%	9/20/2018	5/6/2019	228	157	15,571
	<b><u>692,034.06</u></b>						<b><u>157</u></b>	<b><u>15,571</u></b>
<b>US Treasury Bill</b>								
United States Treasury Bill	1,000,000.00	2.380%	2.450%	11/14/2018	9/12/2019	302	286	23,800
United States Treasury Bill	1,500,000.00	2.530%	2.613%	11/27/2018	11/7/2019	345	342	37,950
	<b><u>2,500,000.00</u></b>						<b><u>314</u></b>	<b><u>30,875</u></b>
<b>VWD Total Cash and Investments</b>	<b><u>16,614,730.01</u></b>							

# Check Registers

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# SCV Water - Regional Division

## Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
ACC BUSINESS	EARL SCHMIDT FILTRATION PLANT 9/11-10/10/18	\$ 364.42
	SCADA 9/11-10/10/18	729.19
<b>ACC BUSINESS</b>		<b>1,093.61</b>
ACWA	2019 AGENCY DUES	750.00
	2019 ANNUAL DUES	24,515.00
	2019 DD AGENCY DUES	750.00
<b>ACWA</b>		<b>26,015.00</b>
ACWA/JPIA	COBRA-BM DEC.	18.56
	COBRA-CH DEC.	18.56
	COBRA-KF DEC.	18.56
	COBRA-SA DEC.	112.67
	REGIONAL DENTAL-DEC.	10,577.27
	REGIONAL EAP-DEC.	195.05
	REGIONAL LIFE-DEC.	2,093.94
	REGIONAL RETIREE DNTL	2,397.46
	REGIONAL VISION-DEC.	1,540.48
	SCWD DENTAL-DEC.	6,186.51
	SCWD EAP-DEC.	115.15
	SCWD LIFE-DEC.	998.54
	SCWD RETIREE DNTL	886.27
	SCWD VISION-DEC.	909.44
	VWD DENTAL-DEC.	4,615.09
	VWD EAP-DEC.	96.35
	VWD LIFE-DEC.	1,194.85
	VWD VISION-DEC.	760.96
	WORKERS COMP 7/1-9/30	73,741.92
<b>ACWA/JPIA</b>		<b>106,477.63</b>
AMY AGUER	CPA LIC. RENEWAL	120.00
<b>AMY AGUER</b>		<b>120.00</b>
APRIL JACOBS	AGENDA PLANNING 10/29	16.95
	AMA CONF EXP 10/24-27	533.63
	AMA TRVL EXP 10/24-27	36.00
	MILEAGE 10/24-27/18	68.62
<b>APRIL JACOBS</b>		<b>655.20</b>
ARISTEA MANTIS	CALPERS MTG EXP 10/21	677.19
	MILEAGE 10/21-24/18	178.61
<b>ARISTEA MANTIS</b>		<b>855.80</b>
AT&T	T-1 INTERNET NOVEMBER	1,351.88
<b>AT&amp;T</b>		<b>1,351.88</b>

## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
BEST BEST & KRIEGER LLP	BIDDING REQUIREMENTS	7,012.20
	CASTAIC CONDUIT	600.60
	CLWA CELL SITE	374.40
	EMPLOYEE BENEFITS	686.40
	GENERAL LEGAL SEPT	12,034.04
	GSA SEPT	3,424.20
	PUB. RECORDS REQUEST	286.00
	SWC LEGAL COMM. SEPT	395.20
	VWC DISSOLUTION	208.00
	WATERFIX LITIGATION	119.00
	WATERSHED INITIATIVE	56,426.27
<b>BEST BEST &amp; KRIEGER LLP</b>		<b>81,566.31</b>
BONNIE DEAGON	OCT. MILEAGE	15.26
<b>BONNIE DEAGON</b>		<b>15.26</b>
CA SPECIAL DISTRICTS ASSOCIATION	2019 MEMBERSHIP DUES	6,043.33
<b>CA SPECIAL DISTRICTS ASSOCIATION</b>		<b>6,043.33</b>
CALIFORNIA TELEPHONY, INC.	EXT. SERVICE-BJ	110.00
	EXT. SERVICE-RP	110.00
<b>CALIFORNIA TELEPHONY, INC.</b>		<b>220.00</b>
CANON SOLUTIONS AMERICA, INC.	C3325-COPY USAGE 8/31-9/29/18	43.43
	C7580I-COPY USAGE 8/31-9/29	810.02
	TONER-AJ/EC	1,274.60
<b>CANON SOLUTIONS AMERICA, INC.</b>		<b>2,128.05</b>
CCFST	STAINLESS STEEL PLUG VALVE	1,125.17
	VALVE,O-RING KIT	196.70
<b>CCFST</b>		<b>1,321.87</b>
CHEVRON AND TEXACO CARD SVCS	GASOLINE THRU 11/5/18	2,854.66
	SERVICES THRU 11/5/18	19.99
<b>CHEVRON AND TEXACO CARD SVCS</b>		<b>2,874.65</b>
CLARK BROS. INC.	PROGRESS PAYMENT #16 THRU 10/31/18 - CLEARWELL CT IMPROVEMENTS	654,991.36
	PROGRESS PAYMENT #16 RETENTION-TRUST - CLEARWELL CT IMPROVEMENTS	-32,749.57
<b>CLARK BROS. INC.</b>		<b>622,241.79</b>
CONTRACTOR COMPLIANCE & MONITORING	LABOR COMPLIANCE PROGRAM-GRANT FUNDED PROJECTS	127.50
<b>CONTRACTOR COMPLIANCE &amp; MONITORING</b>		<b>127.50</b>
COPPER EAGLE PATROL & SECURITY	GARDEN GUARD	1,232.00
	MAIN GATE GUARD AUG	5,590.75
<b>COPPER EAGLE PATROL &amp; SECURITY</b>		<b>6,822.75</b>
CORE & MAIN LP	REPLACE RC1 VAULT LID	4,482.20
<b>CORE &amp; MAIN LP</b>		<b>4,482.20</b>
CP SYSTEMS	VIDEO SURVEILLANCE MAINTENANCE	5,899.50
<b>CP SYSTEMS</b>		<b>5,899.50</b>



## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
CS-AMSCO	REPLACE AM CONTROLS	1,439.15
<b>CS-AMSCO</b>		<b>1,439.15</b>
CUSTOM CATERERS	BOD DINNER 11/6/18	532.17
	EMPLOYEE THANKSGIVING LUNCH	2,576.13
<b>CUSTOM CATERERS</b>		<b>3,108.30</b>
CYNTHIA BRADY	OCT. MILEAGE	27.80
<b>CYNTHIA BRADY</b>		<b>27.80</b>
DEPARTMENT OF TOXIC SUBSTANCES	HAZARD WASTE MANIFEST	600.00
<b>DEPARTMENT OF TOXIC SUBSTANCES</b>		<b>600.00</b>
DEPARTMENT OF WATER RESOURCES	NOV 2018 FIXED CHARGES	940,325.00
	SEPT. DWR VARIABLE	775,229.00
<b>DEPARTMENT OF WATER RESOURCES</b>		<b>1,715,554.00</b>
DMV RENEWAL	VEHICLE REGISTRATION-TITLE CHANGE	300.00
<b>DMV RENEWAL</b>		<b>300.00</b>
E&M ELECTRIC AND MACHINERY, INC.	ANNUAL SOFTWARE SUPPLIES	904.00
<b>E&amp;M ELECTRIC AND MACHINERY, INC.</b>		<b>904.00</b>
EMPLOYMENT DEVELOPMENT DEPT.	EMPLOYEE WITHHOLDING 11/16/18	404.55
	EMPLOYEE WITHHOLDING 11/2/18	404.55
<b>EMPLOYMENT DEVELOPMENT DEPT.</b>		<b>809.10</b>
FEDEX	DELIVERY THRU 10/16	22.55
	DELIVERY THRU 10/19	99.28
	DELIVERY THRU 10/9/18	75.24
	DELIVERY THRU 8/27/18	96.50
	DELIVERY THRU 9/17/18	81.97
	DELIVERY THRU 9/20/18	51.74
	DELIVERY THRU 9/21/18	121.14
<b>FEDEX</b>		<b>548.42</b>
FIELDMAN, ROLAPP & ASSOCIATES, INC.	FINANCIAL ADVISOR SERVICES	6,361.50
<b>FIELDMAN, ROLAPP &amp; ASSOCIATES, INC.</b>		<b>6,361.50</b>
FIREMASTER	FIRE EXTINGUISHERS	3,184.99
<b>FIREMASTER</b>		<b>3,184.99</b>
FLEETCOR TECHNOLOGIES, INC.	GASOLINE THRU 10/31	1,636.22
<b>FLEETCOR TECHNOLOGIES, INC.</b>		<b>1,636.22</b>
FRANCHISE TAX BOARD	WITHHOLDING 11/16/18	928.50
	WITHHOLDING 11/2/18	100.00
<b>FRANCHISE TAX BOARD</b>		<b>1,028.50</b>
HACH COMPANY	AMC LICENSE KIT	1,113.07
<b>HACH COMPANY</b>		<b>1,113.07</b>
HASA, INC.	BULK 12.5% SOLUTION SODIUM HYPOCHLORITE-(BLEACH)	7,931.13
<b>HASA, INC.</b>		<b>7,931.13</b>
HILL BROTHERS CHEMICAL CO.	BULK 19% AMMONIUM HYDROXIDE- (AOUA AMMONIA)	233.81
<b>HILL BROTHERS CHEMICAL CO.</b>		<b>233.81</b>
HOME DEPOT CREDIT SERVICES	PARTS AND MATERIALS	327.84
<b>HOME DEPOT CREDIT SERVICES</b>		<b>327.84</b>

## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
JORDAN KAUFMAN - KCTTC (KERN CITY)	DEVILS DEN PROPERTY TAX 18/19	34,671.31
<b>JORDAN KAUFMAN - KCTTC</b>		<b>34,671.31</b>
KAREN CLARK	OCT. MILEAGE	17.44
<b>KAREN CLARK</b>		<b>17.44</b>
KATHLEEN GORDON	MILEAGE 10/19/18	12.19
	MILEAGE 10/7-8/18	7.79
	MILES/SODA PIZZA LUNCH	57.08
	SODA FOR PIZZA LUNCH	64.27
<b>KATHLEEN GORDON</b>		<b>141.33</b>
KEMIRA WATER SOLUTIONS, INC.	FERRIC CHLORIDE SOL.	11,811.66
<b>KEMIRA WATER SOLUTIONS, INC.</b>		<b>11,811.66</b>
KENNEDY/JENKS	ON CALL ENGINEERING AND/OR CONSTRUCTION MNGT. AND INSPECTION SERVICES E1415	14,062.84
	RESPONSE TO LAFD	13,793.00
	GRANT ADMINISTRATION SERVICES- PROP 84 ROUND 2 IMPLEMENTATION	4,031.25
	PROPOSITION 84 IRWM DROUGHT GRANT ADMINISTRATION SERVICES	5,406.73
<b>KENNEDY/JENKS</b>		<b>37,293.82</b>
KHTS AM 1220	DIGITAL ADS-SEPT.	3,000.00
<b>KHTS AM 1220</b>		<b>3,000.00</b>
KINGS COUNTY TAX COLLECTOR	DEVILS DEN PROPERTY TAX 18/19	34,004.76
<b>KINGS COUNTY TAX COLLECTOR</b>		<b>34,004.76</b>
LEE & RO, INC.	ON-CALL ENGINEERING CONST. MGMT AND INSPECTION SERVICES E1415	41,032.02
<b>LEE &amp; RO, INC.</b>		<b>41,032.02</b>
LINDA POINTER	CALPERS MTG EXP 10/21	759.90
	MILEAGE 10/21-24/18	175.50
<b>LINDA POINTER</b>		<b>935.40</b>
LOS ANGELES TIMES	SUBSCRIPTION THRU 1/25	122.57
<b>LOS ANGELES TIMES</b>		<b>122.57</b>
LOWE'S	PARTS AND MATERIALS	128.46
<b>LOWE'S</b>		<b>128.46</b>
MARI-CO MAIL SERVICE	MARI-CO MAIL SERVICE	688.75
<b>MARI-CO MAIL SERVICE</b>		<b>688.75</b>
MATHESON TRI-GAS, INC.	WATER TREATMENT CHEMICAL-BULK LIQUID OXYGEN	989.74
<b>MATHESON TRI-GAS, INC.</b>		<b>989.74</b>
MICHAEL BAKER INTERNATIONAL, INC.	ON CALL ENGINEERING AND/OR CONSTRUCTION MNGT. AND INSPECTION SERVICES AS-NEEDED TECHNOLOGY SERVICES	61,960.87
<b>MICHAEL BAKER INTERNATIONAL, INC.</b>		<b>61,960.87</b>
MICRO MOTION INC.	INJECTION FLOW METER	3,137.62
<b>MICRO MOTION INC.</b>		<b>3,137.62</b>
MINDBOARD, INC.	RFP CONSULTING SRVC	15,433.00
<b>MINDBOARD, INC.</b>		<b>15,433.00</b>

## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
MUNITEMPS	HERRERA W/E 8/26	2,029.50
	HERRERA W/E 9/16	1,819.13
	HERRERA W/E 9/2	2,097.56
	HERRERA W/E 9/9	1,732.50
	MARTINEZ W/E 8/26	2,178.00
	MARTINEZ W/E 9/16	1,435.50
	MARTINEZ W/E 9/2	1,782.00
	MARTINEZ W/E 9/9	1,707.75
<b>MUNITEMPS</b>		<b>14,781.94</b>
OLD TOWN NEWHALL ICE LLC	CHALK WALK - ICE	73.91
<b>OLD TOWN NEWHALL ICE LLC</b>		<b>73.91</b>
OLIN CORPORATION	CHEMICALS-SODIUM HYDROXIDE 25%- 50 SOLUTION (CAUSTIC SODA)	19,176.57
<b>OLIN CORPORATION</b>		<b>19,176.57</b>
PACIFIC PRINTING COMPANY	BUDGET BOOKS FY18/19	7,884.00
	BUSINESS CARDS-EC	98.55
	LABELS, ENVELOPES	1,531.09
<b>PACIFIC PRINTING COMPANY</b>		<b>9,513.64</b>
PATRIOT ENVIRONMENTAL SERVICES	AMMONIUM HYDRX REMOVAL	6,972.00
<b>PATRIOT ENVIRONMENTAL SERVICES</b>		<b>6,972.00</b>
PREMIERE GLOBAL SERVICES	9/20-10/19/18 SRVC	348.07
<b>PREMIERE GLOBAL SERVICES</b>		<b>348.07</b>
RMC WATER AND ENVIRONMENT	ON-CALL ENGINEERING CONSTRUCTION MGMT AND INSPECTION SERVICES	51,418.33
<b>RMC WATER AND ENVIRONMENT</b>		<b>51,418.33</b>
ROSEDALE-RIO BRAVO WATER STORAGE	DROUGHT RELIEF PROJ.	117,396.69
<b>ROSEDALE-RIO BRAVO WATER STORAGE</b>		<b>117,396.69</b>
SANTA CLARITA COMMUNITY COLLEGE	2018 STEM SPONSORSHIP	1,250.00
<b>SANTA CLARITA COMMUNITY COLLEGE</b>		<b>1,250.00</b>
SANTA CLARITA WATER DIVISION	9/10-10/8/18 SERVICE	862.64
<b>SANTA CLARITA WATER DIVISION</b>		<b>862.64</b>
SCV CHAMBER OF COMMERCE	2018 BOARD DUES-SC	1,200.00
<b>SCV CHAMBER OF COMMERCE</b>		<b>1,200.00</b>
SEDARU, INC	AS NEEDED HYDRAULIC MODELING AND MAPPING	640.00
<b>SEDARU, INC</b>		<b>640.00</b>
SOUTHERN CA MATERIAL HANDLING, INC.	FORKLIFT MAINTENANCE	248.00
<b>SOUTHERN CA MATERIAL HANDLING, INC.</b>		<b>248.00</b>

## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount	
SOUTHERN CALIFORNIA EDISON	BOUQUET PM 9/18-10/17	26.39	
	CAMP PLENTY TURNOUT	71.47	
	EARL SCHMIDT FILTRATION PLANT PS 6/28-8/28/18	-20,657.40	
	EARL SCHMIDT FILTRATION PLANT PS 8/28-9/27/18	10,890.27	
	EARL SCHMIDT INTAKE PUMP STATION SRVC 8/28-10/26	992.29	
	EARL SCHMIDT INTAKE PUMP STATION SRVC 8/28-9/27	393.88	
	HONBY PM 8/28-10/26	53.49	
	HONBY PS 8/28-10/26	86.30	
	LAKE HUGHES PIPE METER	62.50	
	LOWER MESA PIPE METER	125.60	
	N2 TURNOUT 8/28-10/26	206.53	
	NEWHALL RANCH RD PM	50.98	
	RECYCLED WATER RESERVOIR	79.15	
	RECYCLED WATER METER	-6,326.66	
	RIO VISTA INTAKE PUMP STATION SRVC 3/29-10/25	81,692.54	
	RIO VISTA INTAKE PUMP SERVICES SRVC 9/26-10/25	-6,895.51	
	RIO VISTA WATER TREATMENT PUMP GATE 8/28-10/26	191.44	
	SAUGUS1 WELL 3/29-10/8	-6,497.79	
	SAUGUS1 WELL 9/7-10/8	-689.56	
	SAUGUS2 WELL 3/29-10/26	2,938.99	
	SAUGUS2 WELL 9/27-10/26	-689.56	
	SAND CANYON LOW VOLTAGE METER	64.76	
	SAND CANYON-11 TURNOUT	70.47	
	SAND CANYON 7 TURNOUT 9/12-10/11	51.44	
	SAND CANYON PUMP STATION 3/29/18- 10/26/18	48,793.51	
	SAND CANYON PUMP STATION 9/27/18- 10/26/18	-17,845.47	
	SAND CANYON RESERVOIR 8/28- 9/27/18	156.26	
	SUMMIT CIR 8/22-10/22	1,233.88	
	SUMMIT CIR 8/23-10/23	61.09	
	V-8 @ MCBEAN PKWY	53.77	
	<b>SOUTHERN CALIFORNIA EDISON</b>		<b>88,745.05</b>
	STATE DISBURSEMENT UNIT	EMPLOYEE WITHHOLDINGS 11/16/18	702.71
		EMPLOYEE WITHHOLDINGS W/H 11/2/18	702.71
<b>STATE DISBURSEMENT UNIT</b>		<b>1,405.42</b>	
STEPHANIE KNUDSON	OCT. MILEAGE	19.08	
<b>STEPHANIE KNUDSON</b>		<b>19.08</b>	
SUMMIT POINTE OWNERS ASSOCIATION	LATE FEE FOR 26501	187.68	
	LATE FEE FOR 26505	147.10	
<b>SUMMIT POINTE OWNERS ASSOCIATION</b>		<b>334.78</b>	

## SCV Water - Regional Division

### Check Register Report

From: Nov 1, 2018 to Nov 30, 2018

Vendor Name	Description	Amount
TAMERA BASTIAANS	OCT. MILEAGE	17.44
<b>TAMERA BASTIAANS</b>		<b>17.44</b>
THE BANK OF NY MELLON TRUST CO., NA	ADMIN AGENT 7/1-9/30	875.00
<b>THE BANK OF NY MELLON TRUST CO., NA</b>		<b>875.00</b>
THE GAS COMPANY	10/17-11/15/18 SERVICE	24.61
	10/19-11/20/18 SERVICE	2,215.68
<b>THE GAS COMPANY</b>		<b>2,240.29</b>
THE NEWHALL LAND AND FARMING CO.	MAGIC MOUNTAIN PARKWAY 4 SEPT. 2018	5,908.34
<b>THE NEWHALL LAND AND FARMING CO.</b>		<b>5,908.34</b>
THEODORE BRAXHOOFDEN	SAFETY GLASSES FRAME	15.00
<b>THEODORE BRAXHOOFDEN</b>		<b>15.00</b>
TPX COMMUNICATIONS	RIO VISTA WATER TREATMENT PLANT SERVICE 11/16-12/15	952.33
<b>TPX COMMUNICATIONS</b>		<b>952.33</b>
USABLU BOOK	2" VALVE & ACTUATOR	790.85
<b>USABLU BOOK</b>		<b>790.85</b>
VALENCIA COMMERCE CENTER ASSOC.	P4-S1 LL TURF REMOVAL	61,340.00
<b>VALENCIA COMMERCE CENTER ASSOC.</b>		<b>61,340.00</b>
VALI COOPER & ASSOCIATES, INC.	ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	5,220.16
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>5,220.16</b>
VERIZON WIRELESS	TELEMETRY 9/24-10/23	840.63
<b>VERIZON WIRELESS</b>		<b>840.63</b>
VINCENZO'S PIZZA INC.	APPRECIATION LUNCH	835.46
<b>VINCENZO'S PIZZA INC.</b>		<b>835.46</b>
WAGeworks, INC.	OCT 2018 SERVICE	265.20
<b>WAGeworks, INC.</b>		<b>265.20</b>
WHEELER COMPANY	WATER RESOURCES AND OUTREACH CONSULTING SERVICES	4,462.50
<b>WHEELER COMPANY</b>		<b>4,462.50</b>
WOLF CREEK RESTAURANT BREWING	SPECIAL BOARD OF DIRECTORS MEETING 11/20	600.96
<b>WOLF CREEK RESTAURANT BREWING</b>		<b>600.96</b>
WOODARD & CURRAN INC.	ON-CALL ENGINEERING AND/OR CONSTRUCTION MNGT AND INSPECTION SERVICES	17,977.75
<b>WOODARD &amp; CURRAN INC.</b>		<b>17,977.75</b>
X-ACT TECHNOLOGY SOLUTIONS, INC.	HP ELITEBOOK/DOCK	2,382.25
	PC REPLACEMENTS	37,689.58
	REPLACE VM HOST SERVER	59,241.66
	S.A.N REPLACEMENT	92,776.19
<b>X-ACT TECHNOLOGY SOLUTIONS, INC.</b>		<b>192,089.68</b>
<b>Summary</b>		<b>\$ 3,469,606.62</b>

**Santa Clarita Valley Water Agency  
Newhall Division**

12/19/18

**AP Check Register with GL Distributions**

**Date Range: 11/1/2018 to 11/30/2018**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
<b>CIP</b> Construction in Progress						
112005	11/8/2018	DAN'S WELDING SERVICE 104	10/13/18	1,220.00	0300-00-1056	Weld (4) Vault Ladders - 300-1056
112013	11/8/2018	HOME DEPOT CREDIT SERVICES 10/28/18	10/28/18	32.08	0300-02-0177	Tools & Supplies 10/18 - 302-0177
112046	11/15/2018	FAMCON PIPE AND SUPPLY INC 212551	10/18/18	1,232.97	0300-01-307F	(2) 18" Flange Test Plate - 301-307F
		212549	10/18/18	8,278.20	0300-01-307F	Inventory - 301-307F
112058	11/15/2018	RICK FRANKLIN CONSTRUCTION INC 5409	11/14/18	14,720.00	0300-00-1056	Asphalt Repair - Main Street 300-1056
112059	11/15/2018	ROYAL INDUSTRIAL SOLUTIONS 8870-557410	10/23/18	723.60	0300-02-0177	(3) Panel, (4) Piano Hinge - 302-0177
112066	11/15/2018	VALENCIA BUILDING MATERIALS CO., INC 295911	10/23/18	125.91	0300-00-1044	(1) 1/4 yd. U-Cart Concrete - 300-1044
		295219	10/9/18	344.92	0300-01-307F	(70) 90 lb. Concrete - 301-307F
112068	11/15/2018	WATER WELL SUPPLY INC. 1728	11/9/18	29,993.77	0300-01-0334	Rehab for Castaic Well #7 - 301-0334
112077	11/26/2018	GEOSOILS CONSULTANTS INC. 70162	11/14/18	348.00	0300-00-1056	Water-Domestic Trench Backfill - 300-1056
112080	11/26/2018	HARRINGTON INDUSTRIAL PLASTICS LLC 005C1785	10/26/18	3,115.80	0300-03-0456	(4) 1/2" Union Nuts, (4) 1/2" Connector Nuts - 303-0456
112084	11/26/2018	NATIONAL READY MIXED CONCRETE CO. 670430	11/5/18	4,516.90	0300-01-307F	(50) sk Sand Slurry - 301-307F
112089	11/26/2018	RMC, A WOODARD & CURRAN CO 26632	11/8/18	88,269.57	0300-00-1021	Phase 2C Recycled Water Main Extension 9/18 - 300-1021
112097	11/28/2018	CORE & MAIN LP J476329	11/7/18	1,338.11	0300-00-1062	(54) Gaskets, (975) ft. Pipe - 300-1062
112107	11/28/2018	MICHAEL DEVORE TRUCKING CO. 95393	11/5/18	8,742.41	0300-01-307F	(425) tons Fill Sand - 301-307F
112111	11/28/2018	PADILLA ELECTRIC BUILDERS INC 18-6347	11/21/18	9,876.00	0300-00-1047	Replace Wiring - NDF 300-1047
		18-6342	11/21/18	5,408.42	0300-01-0330	Wire (4) Mag Meters - Northlake Booster Station 301-0330
112119	11/28/2018	X-ACT TECHNOLOGY SOLUTIONS, INC. 21976	11/7/18	11,188.93	0300-00-1053	PC Replacements - 300-1053
<b>CONDEP</b> Construction Meter Deposit Refunds						
005467	11/15/2018	THE TERRACE GROUP 08978	11/13/18	1,200.00	2720-00	Refund Constr Meter Deposit A/C #24339
<b>CUSREF</b> Customer Refunds						
111993	11/8/2018	PATRICIA ALLEY 08974	11/6/18	90.44	1610-00	Refund CR Balance - Closed A/C #23531
111998	11/8/2018	SHIRLEY BORDEN 08975	11/6/18	114.27	1610-00	Refund CR Balance - Closed A/C #23610
112006	11/8/2018	MICHELLE DECONZA 08972	11/6/18	77.31	1610-00	Refund CR Balance - Closed A/C #18647
112007	11/8/2018	JIM & KIM ENGESETH 08970	11/6/18	129.35	1610-00	Refund CR Balance - Closed A/C #13462

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112009	11/8/2018	ANTHONY GAMBOA 08967	11/6/18	204.93	1610-00	Refund CR Balance - Closed A/C #09223
112010	11/8/2018	ROGER GAUVIN 08969	11/6/18	53.97	1610-00	Refund CR Balance - Closed A/C #12269
112016	11/8/2018	CHERYL JOHNSON 08968	11/6/18	70.10	1610-00	Refund CR Balance - Closed A/C #12041
112026	11/8/2018	BALBIR SINGH 08971	11/6/18	314.66	1610-00	Refund CR Balance - Closed A/C #18193
112029	11/8/2018	DANIELLE & CHRISTOPH STRADER 08966	11/6/18	99.44	1610-00	Refund CR Balance - Closed A/C #05611
112031	11/8/2018	ANDRES TAPIA 08973	11/6/18	97.38	1610-00	Refund CR Balance - Closed A/C #22494
112032	11/8/2018	THE TERRACE GROUP 08976	11/6/18	282.25	1610-00	Refund CR Balance - Closed A/C #24339
112116	11/28/2018	KATHY TAYLOR 08979	11/27/18	332.54	1610-00	Refund CR Balance - Closed A/C #12429
<b>DEBT</b>		Debt Service Payments				
112042	11/15/2018	CITY NATIONAL BANK				
		10/15/18	10/15/18	5,133.76	2626-00	CNB 2009 #16-011
		10/15/18	10/15/18	69,192.97	2256-00	CNB 2009 #16-011
<b>DIREMP</b>		Director/Employee Expense				
	11/29/2018	SCV WATER				
		10/31/18	10/31/18	209,902.07	2661-00	Direct Payroll 10/18
		10/31/18-4	10/31/18	21,647.29	7108-00	Shared Payroll 10/18
		10/31/18-13	10/31/18	172.35	7120-00	Background Check - DT
111994	11/8/2018	AMERICAN EXPRESS				
		10/28/18	10/28/18	369.28	7165-00	Office Supp, Meals, Comp Software, IT Supp, Hotel 10/18
		10/28/18	10/28/18	102.51	7161-00	Office Supp, Meals, Comp Software, IT Supp, Hotel 10/18
112033	11/8/2018	US BANK				
		10/22/18	10/22/18	47.36	7161-00	Office Supp, Tools, Car Wash, Meals 10/18
112052	11/15/2018	ROBERT MCLAUGHLAN 08640	11/13/18	1,289.79	7165-00	Hotel & Meals Reimb. - Harris Conference 10/28-11/1/18
112061	11/15/2018	SCV WATER - SANTA CLARITA DIVISION				
		8412	11/1/18	-286.03	7165-00	Brinks Charges, Training, Leak Repair, Hotel Credit 9/18
		8412	11/1/18	600.00	7158-00	Brinks Charges, Training, Leak Repair, Hotel Credit 9/18
112094	11/26/2018	SWRCB-DWOCP 11/19/18	11/19/18	60.00	7160-00	T2 Renewal Fee - JG
112098	11/28/2018	DELAWARE MANAGEMENT TRUST CO. 11/27/18	11/27/18	630.00	2663-00	Roth IRA 11/18
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION 10383	10/31/18	375.40	7165-00	Expenses 10/18
<b>DUES</b>		Dues/Memberships/Certification				
	11/8/2018	SCV WATER				
		5/18	9/30/18	424.77	7163-00	X-Act Technology - Office 365 5/18
		6/18	9/30/18	442.97	7163-00	X-Act Technology - Office 365 6/18
		4/18	9/30/18	457.10	7163-00	X-Act Technology - Office 365 4/18
		10/31/18-8	10/31/18	200.00	7161-00	DMV Renewal
111994	11/8/2018	AMERICAN EXPRESS				
		10/28/18	10/28/18	3,527.94	7163-00	Office Supp, Meals, Comp Software, IT Supp, Hotel 10/18

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112027	11/8/2018	SOUTH COAST AQMD				
		3360878	10/17/18	131.79	5315-00	Emissions Fee - Thompson Ranch FY 18-19
		3357628	10/17/18	406.79	5315-00	Annual Operating Fees - Thompson Ranch
		3357410	10/17/18	527.05	5315-00	Annual Operating Fees - Pine St
		3360191	10/17/18	131.79	5315-00	Emissions Fee - Pine St FY 18-19
112030	11/8/2018	SWRCB-DWOCP				
		08639	11/7/18	70.00	7160-00	D1 Renewal Fee - JP
112051	11/15/2018	FRANK MARTINEZ				
		11/12/18	11/12/18	55.00	7160-00	Treatment Renewal Reimb.
112063	11/15/2018	SWRCB-DWOCP				
		08641	11/14/18	90.00	7160-00	T3 Certification Fee - DB
112079	11/26/2018	HARRIS COMPUTER SYSTEMS				
		MN00113058	10/31/18	15,704.91	7163-00	iCIS Annual Support 1/1/19-12/31/19
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION				
		10383	10/31/18	2,250.00	7161-00	Expenses 10/18
		10383	10/31/18	132.36	7163-00	Expenses 10/18
112118	11/28/2018	WIENHOFF DRUG TESTING INC				
		80443	11/15/18	840.00	7161-00	2019 Consortium Fee
<b>INSUR</b>		Insurance				
	11/29/2018	SCV WATER				
		10/31/18-14	10/31/18	10,937.01	7134-00	Workers Comp 7/1-9/30
		10/31/18-10	10/31/18	58,050.74	7170-00	SCVWA Liability Insurance - ACWA/JPIA
112105	11/28/2018	THE LINCOLN NATIONAL LIFE INSURANCE CO.				
		3774710880	11/9/18	642.72	7131-00	Life & Disability Insurance 12/18
		3774710880	11/9/18	655.20	7132-00	Life & Disability Insurance 12/18
<b>INV</b>		Inventory				
112003	11/8/2018	CORE & MAIN LP				
		J560530	10/16/18	3,896.32	1810-00	Inventory
		J550586	10/16/18	348.67	1810-00	(18) ft. TJ Pipe
		J538402	10/16/18	15,117.88	1810-00	Inventory
112046	11/15/2018	FAMCON PIPE AND SUPPLY INC				
		212535	10/18/18	54,320.97	1810-00	Inventory
		212774	10/24/18	3,338.66	1810-00	Inventory
		212773	10/24/18	4,543.16	1810-00	(600) ft. Apex Pipe, (600) ft. Apex Tubing
		212549	10/18/18	3,164.55	1810-00	Inventory - 301-307F
112076	11/26/2018	FAMCON PIPE AND SUPPLY INC				
		212982	10/30/18	8,151.51	1810-00	(54) ft. Iron Pipe, (199) ft. TJ/MJ Pipe
112097	11/28/2018	CORE & MAIN LP				
		J476329	11/7/18	20,531.88	1810-00	(54) Gaskets, (975) ft. Pipe - 300-1062
<b>LEGAL</b>		Professional Services - Legal				
	11/8/2018	SCV WATER				
		6/1/18-2	9/30/18	1,095.00	7151-00	General Legal Matter 6/18
		10/31/18-A	10/31/18	96.01	7151-00	General Legal Matters 9/18
		6/30/18-1	9/30/18	1,985.50	7151-00	General Legal Matters 6/18
<b>MAINT</b>		Maintenance and Services				
111997	11/8/2018	BAY ALARM COMPANY				
		35010721810311	10/31/18	49.50	7221-00	Burglar System Installation Deposit - Office
112002	11/8/2018	COPPER EAGLE PATROL & SECURITY				
		59308	8/27/18	962.50	7221-00	Vandal Watch - Newhall Facility 8/21, 8/24, 8/25/18
112005	11/8/2018	DAN'S WELDING SERVICE				
		101	10/5/18	460.00	5425-00	(4) Weld 4" Flanges - Castaic



**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112008	11/8/2018	EXPERIAN CD1907009255	10/26/18	182.22	5525-00	Credit Checks 10/18
112017	11/8/2018	LINO'S TRUCKING A-2897501	10/11/18	1,100.00	5425-00	(10) hrs. Trucking Services
		A-2897502	10/23/18	1,100.00	5425-00	(10) hrs. Trucking Services
		A-280999	10/10/18	1,100.00	5425-00	(10) hrs. Trucking Services
112024	11/8/2018	RICK FRANKLIN CONSTRUCTION INC 5402	10/30/18	3,640.00	5455-00	Asphalt Repair - 29305 Via Estancia
112035	11/8/2018	WASTE MANAGEMENT 3669964-0160-5	11/1/18	992.52	5755-00	(1) 40yd. Roll-Off 10/4/18
112037	11/15/2018	AKEL ENGINEERING GROUP INC 18466-01	10/10/18	462.00	5345-00	Fire Flow Analysis - Meadowridge
112049	11/15/2018	LINO'S TRUCKING A-2897503	10/30/18	1,100.00	5425-00	(10) hrs. Trucking Services
112061	11/15/2018	SCV WATER - SANTA CLARITA DIVISION 8412	11/1/18	230.43	5455-00	Brinks Charges, Training, Leak Repair, Hotel Credit 9/18
		8412	11/1/18	394.41	5525-00	Brinks Charges, Training, Leak Repair, Hotel Credit 9/18
112065	11/15/2018	UNDERGROUND SERVICE ALERT 1020180473	11/1/18	216.25	5425-00	(125) Dig Alerts 10/18
112068	11/15/2018	WATER WELL SUPPLY INC. 18500	11/9/18	1,996.78	5225-00	Install Mechanical Seal Assembly
112073	11/26/2018	COURIER-MESSENGER INC. 21281	10/31/18	300.00	5525-00	Courier Services 10/18
112088	11/26/2018	RICK FRANKLIN CONSTRUCTION INC 5416	11/19/18	2,376.00	5455-00	Asphalt Repairs - 21307 & 21246 Placerita Cyn
112095	11/28/2018	AKEL ENGINEERING GROUP INC 18465-01	10/10/18	1,707.00	1480-00	Fire Flow Analysis - Needham Ranch
112096	11/28/2018	AMTECH ELEVATOR SERVICES DVA08379C18	11/20/18	191.97	7221-00	Elevator Maintenance 12/18
112102	11/28/2018	GREENSET LANDSCAPING OCTOBER-3	11/1/18	6,900.00	5225-00	Quarterly Weed Abatement
		OCTOBER-2	11/1/18	375.00	5415-00	Landscape Maintenance 10/18
		OCTOBER-2	11/1/18	225.00	5225-00	Landscape Maintenance 10/18
		OCTOBER-2	11/1/18	150.00	5435-00	Landscape Maintenance 10/18
		OCTOBER-2	11/1/18	250.00	7221-00	Landscape Maintenance 10/18
		OCTOBER-2	11/1/18	250.00	5755-00	Landscape Maintenance 10/18
112104	11/28/2018	KNUDTSON BUILDING MAINTENANCE 122298	11/24/18	1,294.00	7221-00	Janitorial Services 11/18
		122298	11/24/18	431.00	5755-00	Janitorial Services 11/18
112111	11/28/2018	PADILLA ELECTRIC BUILDERS INC 18-6346	11/21/18	890.31	5275-00	Install Seal Tight & Conductor - Pinetree Bst #2 Pump #4
		18-6344	11/21/18	2,350.75	5275-00	Repairs to Pinetree Booster #2 & #3
		18-6343	11/21/18	646.17	5275-00	Install New Seal & Reconnect Motor - Newhall Bst #6 Pump #2
		18-6345	11/21/18	1,960.71	5435-00	Repairs to Sewer Lift Pump #2
		18-6332	11/19/18	630.20	5275-00	Terminate Pinetree Booster #2 Pump #4
112112	11/28/2018	PRINTER SOLUTIONS INC 5314	11/1/18	85.00	7225-00	Install New Printer - RP
<b>MATSUP</b>		Material and Supply Expense				
	11/29/2018	SCV WATER 10/31/18-20	10/31/18	106.16	5755-00	Photo Cells Cover Plate, GFCI Outlet, Wire
		10/31/18-21	10/31/18	65.61	5755-00	8" Lamps
		10/31/18-22	10/31/18	164.05	5755-00	Ballasts

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
111994	11/8/2018	AMERICAN EXPRESS 10/28/18	10/28/18	64.95	5525-00	Office Supp, Meals, Comp Software, IT Supp, Hotel 10/18
112003	11/8/2018	CORE & MAIN LP J655051	10/15/18	1,195.60	5425-00	(1) 14" Hymax Coupling
112011	11/8/2018	GRAINGER INC 9937005107 9915783030	10/16/18 10/1/18	2,272.87 37.52	5175-00 5755-00	(8) Fire Hose (1) Electronic Timer
112012	11/8/2018	HACH COMPANY 11181623 11175008	10/17/18 10/11/18	180.58 2,516.84	5330-00 5330-00	(5) 4L Deionized Water Water Quality Supplies
112013	11/8/2018	HOME DEPOT CREDIT SERVICES 10/28/18 10/28/18 10/28/18	10/28/18 10/28/18 10/28/18	58.48 210.86 18.53	5755-00 5375-00 7220-00	Tools & Supplies 10/18 - 302-0177 Tools & Supplies 10/18 - 302-0177 Tools & Supplies 10/18 - 302-0177
112014	11/8/2018	HOPKINS TECHNICAL PRODUCTS INC 3618301110 3618301131	10/11/18 10/17/18	1,116.64 2,909.26	5325-00 5325-00	(3) Spare Parts (2) Chlorine Sensor
112018	11/8/2018	LORD & SONS 01-508907	10/17/18	621.40	5755-00	Misc. Fittings
112020	11/8/2018	MICHAEL DEVORE TRUCKING CO. 95357 95356	10/15/18 10/15/18	5,664.67 2,351.00	5425-00 5425-00	(125) tons A-Base, (25) tons Cold Mix, (25) tons Fill Sand (100) tons A-Base
112023	11/8/2018	QUINN RENTAL SERVICES 07765901	10/25/18	1,027.41	5425-00	(1) Boom Lift Rental 10/15-10/16/18
112033	11/8/2018	US BANK 10/22/18	10/22/18	13.08	5706-00	Office Supp, Tools, Car Wash, Meals 10/18
112034	11/8/2018	VULCAN MATERIALS CO. 71990548 71998762 71982699	10/19/18 10/26/18 10/12/18	1,360.00 1,360.00 1,360.00	5425-00 5425-00 5425-00	(4) LF Mixed Semi 10/11/18 (4) LF Mixed Semi 10/23/18 (4) LF Mixed Semi 10/10/18
112036	11/15/2018	AIRGAS SPECIALTY PRODUCTS 131566236	10/18/18	973.89	5330-00	Ammonium Hydroxide Solution - Newhall
112039	11/15/2018	AT BATTERY COMPANY 26811 27052	10/23/18 10/24/18	169.37 722.57	5275-00 5175-00	(12) Sealed Lead Acid Battery (12) 12V Sealed Lead Acid Battery
112040	11/15/2018	AV EQUIPMENT RENTALS INC 206043	10/31/18	146.81	5706-00	(3) Camlock, (1) Hose
112043	11/15/2018	CULLIGAN OF SYLMAR 1653525 1653520 1653522 1653519 1657182 1658219	10/31/18 10/31/18 10/31/18 10/31/18 10/31/18 11/7/18	31.00 121.00 484.00 484.00 144.00 322.66	5330-00 5330-00 5330-00 5330-00 5330-00 5330-00	(1) Portable Tank Exchange - Stetson Ranch 11/18 (1) Portable Tank Exchange - Tesoro 11/18 (4) Portable Tank Exchange - Newhall 11/18 (4) Portable Tank Exchange - Castaic 11/18 (4) Portable Tank Exchange - Pinetree 11/18 (1) Portable Tank Exchange - Newhall 11/18
112046	11/15/2018	FAMCON PIPE AND SUPPLY INC 212550	10/18/18	1,528.62	5425-00	(10) Repair Clamp
112047	11/15/2018	FERGUSON ENTERPRISES INC #1350 6760304 6748742	10/31/18 11/6/18	105.58 9.87	5455-00 5455-00	(2) Ball Valves, (1) Nipple (1) Brass Coupling
112048	11/15/2018	GRAINGER INC 9945121433	10/24/18	509.81	5706-00	(1) Pipe Shut off Tool

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112050	11/15/2018	LORD & SONS				
		P-143695	10/18/18	14.87	5755-00 (100)	Hex Nuts
		P-145161	10/24/18	139.48	5755-00 (100)	Screws
112053	11/15/2018	MICHAEL DEVORE TRUCKING CO.				
		95370	10/22/18	641.76	5425-00 (25)	tons Gravel
112060	11/15/2018	SCV LOCK & KEY SERVICE INC				
		22461	10/31/18	32.85	5755-00 (6)	Keys
112062	11/15/2018	STEP SAVER INC				
		344850	11/2/18	863.52	5330-00 (6425)	lbs. Certified Coarse Salt - Newhall
		344847	11/2/18	223.70	5330-00 (1520)	lbs. Certified Coarse Salt - Tesoro
		344849	11/2/18	247.24	5330-00 (1680)	lbs. Certified Coarse Salt - Castaic
112067	11/15/2018	VULCAN MATERIALS CO.				
		72007778	10/31/18	1,360.00	5425-00 (4)	LF Mixed Semi 10/30/18
112071	11/26/2018	AIRGAS SPECIALTY PRODUCTS				
		131567802	10/31/18	1,241.07	5330-00	Ammonium Hydroxide Solution - Tesoro
		131567840	10/31/18	750.51	5330-00	Ammonium Hydroxide Solution - Newhall
		131567140	10/25/18	770.88	5330-00	Ammonium Hydroxide Solution - Newhall
		131567803	10/31/18	1,200.34	5330-00	Ammonium Hydroxide Solution - Castaic
112075	11/26/2018	DIRECT SAFETY SOLUTIONS INC				
		992872	10/31/18	2,614.22	5455-00 (1)	Sound Leak Detector
		992280	9/13/18	911.63	5755-00 (2)	Welder Cover
112076	11/26/2018	FAMCON PIPE AND SUPPLY INC				
		212885	10/26/18	435.26	5455-00 (10)	Polymer Cover
112080	11/26/2018	HARRINGTON INDUSTRIAL PLASTICS LLC				
		005C1876	10/31/18	234.36	5375-00 (2)	Wall Brackets
112082	11/26/2018	LORD & SONS				
		P-146271	10/29/18	71.07	5755-00 (22)	Marking Paint
112087	11/26/2018	REQUEST CHEMICAL & SAFETY				
		1026	10/29/18	2,195.70	5755-00	Glass Cleaner, Hand Sanitizer, Wypall Wipes
112093	11/26/2018	STEP SAVER INC				
		345016	11/13/18	84.04	5330-00 (575)	lbs. Certified Coarse Salt - Stetson Ranch
		345018	11/13/18	509.38	5330-00 (3790)	lbs. Certified Coarse Salt - Newhall
		345017	11/13/18	413.54	5330-00 (2810)	lbs. Certified Coarse Salt - Castaic
112100	11/28/2018	FERGUSON ENTERPRISES INC #1350				
		6811270	11/14/18	275.61	5375-00	Misc. Fittings
112101	11/28/2018	GRAINGER INC				
		9954320439	11/2/18	402.35	5706-00 (12)	Tool Bucket Organizer
112103	11/28/2018	HASA INC				
		622057	11/2/18	589.45	5330-00 (16)	15 gal. Drum Carboys. Return (17) 15 gal. Drum Carboys
112106	11/28/2018	LORD & SONS				
		P-147319	11/1/18	165.02	5755-00 (13)	Gorilla Glue
112107	11/28/2018	MICHAEL DEVORE TRUCKING CO.				
		95392	11/5/18	455.02	5425-00 (25)	tons Fill Sand
112108	11/28/2018	NEWHALL TRUE VALUE				
		1707-112086	7/19/17	43.66	5706-00 (4)	Ropes
		1707-111939	7/19/17	49.13	5706-00 (3)	Rakes
		1802-150649	2/26/18	60.21	5706-00 (1)	Extension Cord
		1804-157047	4/11/18	24.08	5706-00 (1)	Gas Can
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION				
		10383	10/31/18	542.37	5330-00	Expenses 10/18

**OFFSUP** Office Supply Expense

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
	11/29/2018	SCV WATER				
		10/31/18-15	10/31/18	38.28	7115-00	USB Thub Drive
		10/31/18-18	10/31/18	190.00	7118-00	Ethernet Switches
		10/31/18-16	10/31/18	279.98	7118-00	Windows 7 Software SCADA
111994	11/8/2018	AMERICAN EXPRESS				
		10/28/18	10/28/18	351.80	7115-00	Office Supp, Meals, Comp Software, IT Supp, Hotel 10/18
112021	11/8/2018	OFFICE DEPOT BUSINESS CREDIT				
		10/28/18	10/28/18	88.47	7115-00	Office Supplies 10/18
112033	11/8/2018	US BANK				
		10/22/18	10/22/18	674.14	7115-00	Office Supp, Tools, Car Wash, Meals 10/18
112048	11/15/2018	GRAINGER INC				
		9940256200	10/19/18	134.02	7115-00	(6) pk. C Batteries, (6) pk. AAA Batteries
112054	11/15/2018	ONTRAC				
		8858739	10/31/18	61.38	7115-00	Shipping Charges 10/18
112055	11/15/2018	PACIFIC PRINTING CO.				
		62870	11/7/18	71.18	7115-00	(250) Business Cards - DT
112092	11/26/2018	STAPLES CREDIT PLAN				
		11/8/18	11/8/18	339.89	7115-00	Office Supplies 10/18
		11/8/18	11/8/18	164.23	7118-00	Office Supplies 10/18
112101	11/28/2018	GRAINGER INC				
		9955802328	11/5/18	455.78	7115-00	(2) pks. Hot Cups, (2) pks. Cup Lids
112110	11/28/2018	PACIFIC PRINTING CO.				
		62879	11/19/18	71.18	7115-00	(250) Business Cards - JJ
<b>OTHER</b>		Other Expenses				
	11/8/2018	SCV WATER				
		6/1/18	9/30/18	516.21	7120-00	AV Party Rentals - All Employee BBQ
		6/1/18-1	9/30/18	715.04	7120-00	Annual Plaques
		6/1/18-3	9/30/18	9.60	7191-00	CA Dept of Tax FY 17/18
		10/31/18-6	10/31/18	174.38	7120-00	Caterers - Employee Health Fair
		10/31/18-7	10/31/18	365.30	7120-00	Caterers - All Staff Meeting 9/11/18
		10/31/18-12	10/31/18	39.86	7120-00	Health Fair Balloons - A-1 Party
		10/31/18-19	10/31/18	13.20	7120-00	Tablecloths - All Employee Meeting
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION				
		10383	10/31/18	393.85	7120-00	Expenses 10/18
<b>PERCHL</b>		Perchlorate				
112085	11/26/2018	NOSSAMAN LLP				
		488441	11/8/18	29,536.02	7150-00	Perchlorate Claim 10/18
<b>PROFOT</b>		Professional Services - Other				
	11/29/2018	SCV WATER				
		10/31/18-9	10/31/18	2,233.85	7156-00	2017 SCV Water Report
		10/31/18-11	10/31/18	1,349.50	7156-00	Luhdorff & Scalmanini 2017 Water Report
		10/31/18-17	10/31/18	50.00	7158-00	Active Shooter Training 9/11/18 - RM
<b>PURWTR</b>		Purchased Water				
	11/15/2018	SCV WATER				
		110718C	11/7/18	130,046.35	5130-00	Fixed Water Charges 10/18
		1800069	11/1/18	985.00	5315-00	Lab Fees 10/18
		110718A	11/7/18	99,328.49	5130-00	Purchased Water 10/18
		110718B	11/7/18	14,392.19	5130-00	Purchased Water 10/18 - Saugus Well #1 & #2
<b>REBATE</b>		Rebates				
112019	11/8/2018	JASON MAYER				
		08977	11/6/18	497.35	7170-00	HE Sprinkler Nozzles Rebate A/C #21136
<b>RENTLE</b>		Rent/Lease Expense				

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112015	11/8/2018	IRON MOUNTAIN RECORDS MANAGEMENT				
		AHJM242	10/31/18	239.78	7191-00	Document Storage Rental 11/18
		AHJX011	10/31/18	288.20	7191-00	Document Storage Rental - Vault 11/18
112078	11/26/2018	GREATAMERICA FINANCIAL SVCS				
		23658526	11/5/18	152.21	7225-00	Mail Machine Lease 11/18
<b>SAFETY</b>		Safety Expense				
112044	11/15/2018	DIRECT SAFETY SOLUTIONS INC				
		992772	10/23/18	818.02	5735-00 (144)	Safety Glasses
112056	11/15/2018	PIONEER FIRE PROTECTION INC				
		361061	10/18/18	1,011.16	5735-00 (53)	Fire Extinguisher Service, (24) ABC Chemical
112075	11/26/2018	DIRECT SAFETY SOLUTIONS INC				
		992870	10/31/18	152.75	5735-00 (8)	dz. Safety Gloves
		992596	10/5/18	2,380.91	5735-00 (4)	dz. Safety Gloves, (96) Safety Gloves
		992871	10/31/18	115.83	5735-00 (2)	dz. Chemical Resistant Gloves
		992857	10/31/18	1,051.18	5735-00 (48)	Safety Glasses, (6) dz. Safety Gloves
112113	11/28/2018	RED WING SHOE STORE				
		216-1-54433	10/29/18	249.85	5735-00 (1)	Workboots - DT
		216-1-54397	10/28/18	243.60	5735-00 (1)	Workboots - DB
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION				
		10383	10/31/18	250.00	5735-00	Expenses 10/18
<b>UNIFOR</b>		Uniforms				
112001	11/8/2018	CINTAS CORP #684				
		684729809	10/24/18	900.62	5705-00	Uniform Rental W/E 10/24/18
112041	11/15/2018	CINTAS CORP #684				
		684732518	10/31/18	1,043.03	5705-00	Uniform Rental W/E 10/31/18
112115	11/28/2018	SCV WATER - VALENCIA WATER DIVISION				
		10383	10/31/18	111.12	5705-00	Expenses 10/18
<b>UTILIT</b>		Utilities				
111995	11/8/2018	AT&T				
		10/23/18	10/23/18	126.84	7215-00	Backup Analog 661 753-9621 10/18
		10/23/18-1	10/23/18	239.52	7215-00	Elevator Emergency 661 254-4865 10/18
		10/23/18-2	10/23/18	322.60	7215-00	Backup Lines 661 254-1900 10/18
111999	11/8/2018	BURRTEC WASTE INDUSTRIES INC				
		4508862	11/1/18	87.01	7215-00	Disposal Service 11/18
		4508862	11/1/18	87.01	5755-00	Disposal Service 11/18
112004	11/8/2018	CRESCENT VALLEY				
		10/18/18	10/18/18	11.65	5230-00	Electric Bill 9/14-10/17/18 - Newhall Tank #6
112028	11/8/2018	SPECTRUM BUSINESS				
		0023634102118	10/21/18	1,456.63	7215-00	Phone & Internet Services 11/18
112038	11/15/2018	AROUND-THE-CLOCK CALL CENTER INC				
		181200314101	11/12/18	270.90	7215-00	Answering Service 10/16-11/12/18
112045	11/15/2018	EDISON CO				
		11/6/18	11/6/18	2,509.41	7215-00	A/C #2-40-708-2270 10/18
112069	11/15/2018	YP				
		11/1/18	11/1/18	21.00	7215-00	Directory Advertising 11/18
112074	11/26/2018	DIRECTV				
		35388206443	11/8/18	82.99	7215-00	Satellite Services 11/7-12/6/18 - Office&Operations Facility
		35388206443	11/8/18	82.99	5755-00	Satellite Services 11/7-12/6/18 - Office&Operations Facility
		35386456868	11/8/18	24.99	7215-00	Satellite Services 11/7-12/6/18 - Lobby
112091	11/26/2018	SPRINT				
		934727314-203	11/7/18	1,147.67	7215-00	Cell Phones 10/18

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112099	11/28/2018	EDISON CO				
		11/20/18	11/20/18	36.28	5225-00 A/C #2-40-708-3856	10/18
		11/20/18	11/20/18	60,358.37	5230-00 A/C #2-40-708-3856	10/18
		11/17/18	11/17/18	378.74	5225-00 A/C #2-40-708-3344	10/18
		11/17/18	11/17/18	10,557.58	5230-00 A/C #2-40-708-3344	10/18
		11/17/18	11/17/18	597.49	5235-00 A/C #2-40-708-3344	10/18
112117	11/28/2018	VERIZON WIRELESS				
		9818480211	11/16/18	176.13	7215-00 Wireless Network Cards	11/16-12/15/18
<b>VEHICL</b>		Vehicle Maintenance				
111994	11/8/2018	AMERICAN EXPRESS				
		10/28/18	10/28/18	70.40	5715-00 Office Supp, Meals, Comp Software, IT Supp, Hotel	10/18
111996	11/8/2018	AV EQUIPMENT RENTALS INC				
		205997	10/30/18	26.37	5715-00 (8) gal. Propane	
112000	11/8/2018	CANYON RADIATOR AUTO REPAIR INC				
		9556	10/29/18	982.23	5775-56 (4) Tires - Unit #56	
112022	11/8/2018	OILSTOP INC				
		O-0011-134109	10/22/18	140.45	5775-51 Change Oil & Filter - Unit #51	
		O-0011-134113	10/22/18	129.63	5775-82 Change Oil & Filter - Unit #82	
112025	11/8/2018	SCHWARTZ OIL CO., INC				
		127379	10/29/18	1,315.95	5715-00 (330) gal. Diesel Fuel	
		127365	10/25/18	2,693.71	5715-00 (800) gal. Unleaded Fuel	
112033	11/8/2018	US BANK				
		10/22/18	10/22/18	49.90	5715-00 Office Supp, Tools, Car Wash, Meals	10/18
112057	11/15/2018	R&S AUTOMOTIVE				
		137904	11/14/18	298.50	5775-62 Smog Test - Unit #62	
112061	11/15/2018	SCV WATER - SANTA CLARITA DIVISION				
		8412	11/1/18	37.86	5715-00 Brinks Charges, Training, Leak Repair, Hotel Credit	9/18
112064	11/15/2018	TRAFFIC MANAGEMENT PRODUCTS, INC.				
		458897	10/16/18	725.33	5775-70 (4) Batteries - Unit #70 & #72	
		458897	10/16/18	725.33	5775-72 (4) Batteries - Unit #70 & #72	
112070	11/26/2018	ACCURATE TRAILER HITCH &				
		105507	10/31/18	32.78	5775-76 Reducer - Unit #76	
112072	11/26/2018	BUSH & DAUGHTERS REPAIR SERVICE				
		1779	10/25/18	85.00	5775-20 Repairs to Battery - Unit #20	
		1774	10/25/18	170.00	5775-27 Replace Air Line - Unit #27	
		1781	10/25/18	85.00	5775-27 Replace Fuel Pump - Unit #27	
		1776	10/25/18	340.00	5775-15 Change Oil & Filter - Unit #15	
		1775	10/25/18	170.00	5775-51 Repairs to Trailer Lights - Unit #51	
		1778	10/25/18	355.00	5775-75 Replace Tire - Unit #75	
		1780	10/25/18	1,010.00	5775-15 Replace Shifter Forward - Unit #15	
		1782	10/25/18	85.00	5775-07 Installed New Battery - Unit #7	
		1777	10/25/18	344.00	5775-14 Repairs to Backhoe Bucket - Unit #14	
112081	11/26/2018	HOSE-MAN INC				
		2355298-0001-02	10/30/18	2,085.16	5715-00 (4) 20 ft. Hose	
112083	11/26/2018	LYONS AUTO SPA & QUICK LUBE				
		10/31/18	10/31/18	219.95	5715-00 Truck Wash Service	10/18
112086	11/26/2018	OILSTOP INC				
		O-0011-134191	10/23/18	111.31	5775-73 Change Oil & Filter - Unit #73	
112090	11/26/2018	SCHWARTZ OIL CO., INC				
		127577	11/8/18	2,585.03	5715-00 (800) gal. Unleaded Fuel	
112109	11/28/2018	OILSTOP INC				
		O-0011-135528	11/20/18	137.30	5775-80 Change Oil & Filter - Unit #80	

**Santa Clarita Valley Water Agency  
Newhall Division**

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
112114	11/28/2018	SCHWARTZ OIL CO., INC				
		127732	11/19/18	2,949.14	5715-00 (1000)	gal. Unleaded Fuel
		126498	9/5/18	1,151.37	5715-00 (300)	gal. Diesel
		127731	11/19/18	2,959.67	5715-00 (800)	gal. Diesel Fuel
		127242	10/18/18	3,030.43	5715-00 (900)	gal. Unleaded Fuel
		Payments:		<u>1,193,290.34</u>		

**Santa Clarita Valley Water Agency  
Newhall Division**

**Totals by AP Distribution Code**

Dist. Code		Total Amou
<b>CIP</b>	Construction in Progress	<b>189,475.59</b>
<b>CONDEP</b>	Construction Meter Deposit Refunds	<b>1,200.00</b>
<b>CUSREF</b>	Customer Refunds	<b>1,866.64</b>
<b>DEBT</b>	Debt Service Payments	<b>74,326.73</b>
<b>DIREMP</b>	Director/Employee Expense	<b>234,910.02</b>
<b>DUES</b>	Dues/Memberships/Certification	<b>25,392.47</b>
<b>INSUR</b>	Insurance	<b>70,285.67</b>
<b>INV</b>	Inventory	<b>113,413.60</b>
<b>LEGAL</b>	Professional Services - Legal	<b>3,176.51</b>
<b>MAINT</b>	Maintenance and Services	<b>34,999.72</b>
<b>MATSUP</b>	Material and Supply Expense	<b>47,991.01</b>
<b>OFFSUP</b>	Office Supply Expense	<b>2,920.33</b>
<b>OTHER</b>	Other Expenses	<b>2,227.44</b>
<b>PERCHL</b>	Perchlorate	<b>29,536.02</b>
<b>PROFOT</b>	Professional Services - Other	<b>3,633.35</b>
<b>PURWTR</b>	Purchased Water	<b>244,752.03</b>
<b>REBATE</b>	Rebates	<b>497.35</b>
<b>RENTLE</b>	Rent/Lease Expense	<b>680.19</b>
<b>SAFETY</b>	Safety Expense	<b>6,273.30</b>
<b>UNIFOR</b>	Uniforms	<b>2,054.77</b>
<b>UTILIT</b>	Utilities	<b>78,575.80</b>
<b>VEHICL</b>	Vehicle Maintenance	<b>25,101.80</b>



**Santa Clarita Valley Water Agency**

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
A T & T	CUSTOMER SERVICE - NOVEMBER SVC - ACCT# 335-451-0184 482 2 & OFFICE NOVEMBER SVC - ACCT# 661-286-4331 677 1	\$157.50
	OFFICE - OCTOBER SVC - ACCT# 661 260-1513 030 9	\$91.00
	OFFICE - NOVEMBER SVC - ACCT# 020 749 6745 001	\$60.03
	ROUTER-TELEMETERING - NOVEMBER SVC - ACCT# 831-000-2547 595	\$477.62
	SCADA - OCTOBER SVC - ACCT# 831-000-7549-638	\$638.72
	WAREHOUSE - NOVEMBER SVC - ACCT# 020 749 6745 001	\$74.76
<b>A T &amp; T</b>		<b>\$1,499.63</b>
A V EQUIPMENT RENTAL INC	PROPANE, TRIGGER GUN	\$105.92
<b>A V EQUIPMENT RENTAL INC</b>		<b>\$105.92</b>
ACCURATE TRAILER HITCH AND WELDING	AXLE SERVICE, DRUMS	\$1,337.68
	INSTALL CE	\$154.75
	JACK FOR VACTRON	\$1,368.75
<b>ACCURATE TRAILER HITCH AND WELDING</b>		<b>\$2,861.18</b>
AIS SPECIALTY PRODUCTS, INC.	CLEANERS - GRIME GOBBLER & SHINER A	\$392.82
<b>AIS SPECIALTY PRODUCTS, INC.</b>		<b>\$392.82</b>
AKEL ENGINEERING GROUP, INC.	S14612 - PERFORMED STORAGE ANALYSIS FOR STETSON PRESSURE ZONE - PINETREE WS, 53074 SOLEDAD/SAND CYN	\$1,215.00
<b>AKEL ENGINEERING GROUP, INC.</b>		<b>\$1,215.00</b>
ALTA FOOD CRAFT	OFFICE KITCHEN SUPPLIES	\$140.13
	WAREHOUSE KITCHEN SUPPLIES	\$167.17
<b>ALTA FOOD CRAFT</b>		<b>\$307.30</b>
AMAZON CAPITAL SERVICES	QUARTET GLASS WHITE BOARD, MAGNETIC DRY ERASE - CUSTOMER SERVICE	\$154.21
<b>AMAZON CAPITAL SERVICES</b>		<b>\$154.21</b>
AMERICAN BUSINESS MACHINES	OCTOBER USAGE	\$217.71
	SHIPPING FOR TONER	\$8.00
	TO 12/14 & OVERAGE	\$601.16
<b>AMERICAN BUSINESS MACHINES</b>		<b>\$826.87</b>
AMERIPRIDE SERVICES, INC.	OCTOBER MATS	\$117.88
	OCTOBER UNIFORMS	\$1,304.90
<b>AMERIPRIDE SERVICES, INC.</b>		<b>\$1,422.78</b>
AQUA METRIC SALES CO.	1 1/2" OMNI R-2 METER	\$6,739.94
	1 1/2" OMNI T2 METER	\$3,843.84
	1" I-PERL T/R METER	\$15,560.39
	3/4" I-PERI TR/PL METERS	\$4,032.17
	COMMAND LINK REPAIR	\$923.50
	CORRECT INVOICE	(\$9,390.61)
	1 1/2" OMNI R2 100 C.F. METER	\$9,390.61
	MXU520MSP T/C MODULE	\$15,638.70
	S18721 - 1 1/2" OMNI R-2 METERS	\$16,467.90
	S18721 - AMR PROJECT METERS	\$53,491.08
	S18721 - METERS/MXU AMR REPLACEMENT	\$95,751.87
<b>AQUA METRIC SALES CO.</b>		<b>\$212,449.39</b>
ARC IMAGING RESOURCES	OCTOBER USAGE & CHARGE	\$629.92
<b>ARC IMAGING RESOURCES</b>		<b>\$629.92</b>
ARIZONA PIPELINE COMPANY	REFUND HYDRANT METER	\$1,061.19
<b>ARIZONA PIPELINE COMPANY</b>		<b>\$1,061.19</b>
ARMORCAST PRODUCTS COMPANY	1" ARMORCAST T.R. LID	\$17,990.85
	3/4" ARMORCAST T.R. LID	\$12,677.91
	437 ARMORCAST BOX	\$5,853.08
<b>ARMORCAST PRODUCTS COMPANY</b>		<b>\$36,521.84</b>
AROUND THE CLOCK	ANSWERING SERVICE YEAR END PAYMENT	\$887.52
<b>AROUND THE CLOCK</b>		<b>\$887.52</b>
AUTOMATED WATER TREATMENT	CHLORINE TABLETS	\$6,404.00
<b>AUTOMATED WATER TREATMENT</b>		<b>\$6,404.00</b>
AUTONATION, INC.	OIL & FILTER #2	\$53.56
	OIL & FILTER #37	\$65.76
	OIL, ROTATION #23	\$63.32
	REINFORCE	\$40.24
	SEAT BELT #7	\$311.72
	SEAT COVER #8	\$147.00
<b>AUTONATION, INC.</b>		<b>\$681.60</b>

**Santa Clarita Valley Water Agency**

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
BAY ALARM COMPANY	BURGLAR ALARM SERVICE - QTR TO 2/1	\$150.00
<b>BAY ALARM COMPANY</b>		<b>\$150.00</b>
BEE EMERGENCY RESPONSE TEAM	BEE REMOVAL AT FALLING STAR	\$245.00
	BEE REMOVAL FROM PIPE AT TANK SITE	\$245.00
<b>BEE EMERGENCY RESPONSE TEAM</b>		<b>\$490.00</b>
BEST BEST & KRIEGER LLP	S10808 - HONBY SOUTH CELL SITE	\$629.20
<b>BEST BEST &amp; KRIEGER LLP</b>		<b>\$629.20</b>
BRINK'S INC.	NOVEMBER SERVICE - SCWD	\$537.84
	S18907 - NOVEMBER SERVICE - NWD	\$537.84
<b>BRINK'S INC.</b>		<b>\$1,075.68</b>
BURRTEC WASTE INDUSTRIES	NOVEMBER - SERVICE	\$87.01
<b>BURRTEC WASTE INDUSTRIES</b>		<b>\$87.01</b>
CALIFORNIA TELEPHONY, INC.	EXTENSION SERVICE	\$165.00
	WAREHOUSE EXT	\$137.50
<b>CALIFORNIA TELEPHONY, INC.</b>		<b>\$302.50</b>
CARDNO, INC.	S16702 CIP - VISTA CANYON RANCH	\$25,271.00
<b>CARDNO, INC.</b>		<b>\$25,271.00</b>
CARQUEST AUTO PARTS	BATTERY	\$116.64
	GREASE	\$25.16
	OIL	\$114.78
	WIPER BLADES	\$18.90
	WIPES	\$5.03
<b>CARQUEST AUTO PARTS</b>		<b>\$280.51</b>
CIVILTEC ENGINEERING INC.	S14612 - TR 53074 SOLEDAD/SAND CYN	\$900.00
	S16604 - VISTA CYN - RECYCLED WATER DESIGN	\$622.50
	S16611 - VISTA CYN - POTABLE WATER DESIGN	\$6,975.00
	S16623 - SKYLINE RANCH ZONE 16" PIPELINE DESIGN	\$7,118.00
	S17604 - TR 16" TRANS MAIN - SIERRA HWY	\$135.00
	S17612 - TR 60922-2 TANKS SKYLINE	\$584.00
<b>CIVILTEC ENGINEERING INC.</b>		<b>\$16,334.50</b>
CLEAN RITE MOBILE DETAILING	S18906 - VEHICLE WASHES - V65 10/26/18 & 11/9/18	\$50.00
	S18907 - VEHICLE WASHES - N50,N58,N59,N60,N61,N62,N78	\$190.00
	VEHICLE & DUMP TRUCK WASHES -	\$395.00
	S101,S109,S6,S12,S14,S15,S16,S20,S23,S28,S31,S33,S35,S40,S44	
	VEHICLE WASHES - S38,S39,S6,S8,S14,S16,S20,S23,S28	\$225.00
<b>CLEAN RITE MOBILE DETAILING</b>		<b>\$860.00</b>
COASTLINE EQUIPMENT	SWITCH-310E	\$268.45
<b>COASTLINE EQUIPMENT</b>		<b>\$268.45</b>
CORE & MAIN LP	1 1/2" 2-HOLE METER FLANG	\$1,481.21
	1 1/2" 2-HOLE METER FLANG	\$987.47
	1 1/2" DROP IN METER GASK	\$195.46
	1 1/2" FIP X SLIP, SCH 80	\$182.87
	1 1/2" MIP X MIP CORP STO	\$534.27
	1 1/2" SLIP, SCH 80, PVC	\$51.36
	1 1/2" X 4" BRASS NIPPLE	\$69.37
	1" FIP ANGLE METER STOP	\$244.52
	1" INSTATITE IPS ANGLE ME	\$3,407.86
	1" IPS X INSTATITE IPS CO	\$1,489.20
	1" MIP X INSTATITE IPS CO	\$743.72
	1" PVC SLIP SCH 80 UNION	\$94.44
	1" SLIP, PVC, SCH 80, ELL	\$38.72
	1/4" FITTINGS	\$376.02
	10" #20957457D REPAIR KIT	\$981.12
	10" #7094702D DISC RETAIN	\$1,185.46
	14" HYMAX COUPLING	\$2,391.20
	14" RING GASKET	\$154.29
	2" 2-HOLE METER FLANGE	\$285.84
	2" BALL ANGLE METER STOP	\$1,854.91
	2" BRASS SCREW TEE	\$108.97
	2" DROP IN METER GASKETS	\$148.92
	2" MIP X MIP CORP STOP	\$1,305.68

**Santa Clarita Valley Water Agency**

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
	2" SLIP X FIP, SCH 80, PVC	\$127.63
	2" X 1 1/2" BRASS REDUCER	\$61.82
	2" X 1" BRASS REDUCER BUS	\$124.17
	3" RING GASKET	\$20.37
	3" SLIP ON, CLASS 150, FL	\$103.28
	3/4" FLEX COUPLING	\$94.91
	3/4" IPS, INSTATITE, PIPE	\$566.78
	3/4" IPS, INSTATITE, PIPE	\$566.77
	3/4" MIP X INSTATITE IPS	\$1,184.65
	3/4" PLASTIC METER GASKET	\$202.58
	3/4" RUBBER METER GASKETS	\$96.36
	3/4" X 2 1/2" BRASS METER	\$468.53
	3/4" X 2" BRASS NIPPLES	\$53.61
	3/4" X 2" METER COUPLING	\$730.80
	3/4" X 2" METER COUPLING	\$46.65
	3/4" X 6" C.T.S, REPAIR C	\$382.94
	4" #20957464G REPAIR KIT	\$466.08
	4" #7084402C DISC RETAINE	\$239.80
	4" FLANGE BOLT KIT	\$98.11
	4" SLIP-ON, CLASS 150, FL	\$62.64
	5/8" WASHERS	\$702.99
	5/8" X 2 1/2" BRASS METER	\$686.56
	5/8" X 2 1/2" BRASS METER	\$1,373.12
	5/8" X 3" BRASS METER BO	\$1,946.90
	6"- 8" FLANGE BOLT KITS	\$205.25
	6" #20957465F REPAIR KIT	\$560.64
	6" P.T. DISC RETAINER #70	\$629.04
	8" #20957466E REPAIR KIT	\$741.34
	8" #7093802C DISC RETAINE	\$730.35
	8" NIPPLE	\$86.81
	8" RING GASKETS	\$266.63
	8" SLIP ON FLANGES	\$448.40
	8" X 12 1/2" W/2" TAP, C9	\$237.32
	BUSHINGS	\$46.65
	CLA VAL PARTS	\$1,509.06
	CR J523294	(\$410.63)
	CRL/CRL-60 #9170041K	\$468.66
	CVS1 SHUTTLE VALVE #9367E	\$233.04
	GRATE	\$888.17
	HYDRANT METERS	\$18,194.69
	NIPPLES	\$173.62
	S15714 - CONTROL VALVES - PLACERITA BOOSTER SC-12	\$29,545.72
	SHUT OFF TOOLS	\$985.44
<b>CORE &amp; MAIN LP</b>		<b>\$84,261.13</b>
CORELECTRIC INC.	S15714 - SMC PANELS, PLACERITA BOOSTER SC-12	\$40,328.04
<b>CORELECTRIC INC.</b>		<b>\$40,328.04</b>
CSI SERVICES, INC	CONSULTING - DEVELOPMENT OF COATING SPECIFICATIONS FOR NEW WELDED STEEL WATER STORAGE RESERVOIR	\$650.00
<b>CSI SERVICES, INC</b>		<b>\$650.00</b>
DAN'S WELDING SERVICE	PULL WELL AT CLARK WELL	\$345.00
	MAINTENANCE DOORS AT SC4, REPLACE HINGE AT RAINBOW GLEN BOOSTER & SHORTEN DOOR AT LOST CYN BOOSTER	\$575.00
	TRIM SOLE PLATES ON TWO PUMP CANS AT SC-4	\$345.00
<b>DAN'S WELDING SERVICE</b>		<b>\$1,265.00</b>
DATAVO	NOVEMBER - WAREHOUSE	\$54.38
<b>DATAVO</b>		<b>\$54.38</b>
DELTA MOTOR CO. INC.	SERVICE FAIR OAKS #2	\$2,502.25
<b>DELTA MOTOR CO. INC.</b>		<b>\$2,502.25</b>
DESIGN SPACE MODULAR BUILDINGS	OPS TRAILER	\$1,335.97
<b>DESIGN SPACE MODULAR BUILDINGS</b>		<b>\$1,335.97</b>

Santa Clarita Valley Water Agency  
Santa Clarita Water Division  
Check Register Report  
From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
DICKINSON ENTERPRISE, INC.	INSTALL AIR BAG	\$575.00
	LUBE, OIL #10	\$167.64
	LUBE, OIL #18	\$123.67
	LUBE, OIL #19	\$247.47
	TIRES #18	\$838.44
	TIRES #31	\$892.32
<b>DICKINSON ENTERPRISE, INC.</b>		<b>\$2,844.54</b>
DITCH WITCH WEST	150-3187 TURBO NOZZLE & 150-2625 PROSPECTOR N	\$847.30
	302-1130 DOOR, 301-2544 PULL ARM & 107-740 PIN	\$4,313.65
<b>DITCH WITCH WEST</b>		<b>\$5,160.95</b>
ELIE YAZBEK	OCTOBER CREDIT REFUND - REF 27705 ORION	\$50.00
<b>ELIE YAZBEK</b>		<b>\$50.00</b>
ELIZABETH OOMS-GRAZIANO	LUNCH MEETING 10/16/18 TO DISCUSS CAPACITY FEE - E. OOMS-GRAZIANO, D. SHEARER, R. SIERRA, A. AGUER, R. OSORIO & J. MIRAMONTES	\$91.36
<b>ELIZABETH OOMS-GRAZIANO</b>		<b>\$91.36</b>
EUROFINS EATON ANALYTICAL, INC.	UCMR4-AM3	\$1,000.00
	WELLS-TCP	\$1,300.00
<b>EUROFINS EATON ANALYTICAL, INC.</b>		<b>\$2,300.00</b>
FASTENAL COMPANY	NUTS & BOLTS	\$230.61
<b>FASTENAL COMPANY</b>		<b>\$230.61</b>
FEATHERS SIGNS & PRINTING	DECALS - CASTAIC LAKE WATER AGENCY	\$58.04
<b>FEATHERS SIGNS &amp; PRINTING</b>		<b>\$58.04</b>
FERGUSON WATERWORKS #1083	3/4" PLASTIC METER GASKET	\$328.50
	3/4" X 2" METER COUPLING	\$1,377.51
<b>FERGUSON WATERWORKS #1083</b>		<b>\$1,706.01</b>
FUGRO USA LAND, INC.	S16618 - GOLDEN VALLEY RD WATERLINE EXTENSION	\$15,585.35
<b>FUGRO USA LAND, INC.</b>		<b>\$15,585.35</b>
GARY GARDNER	REFUND HYDRANT METER	\$39.72
<b>GARY GARDNER</b>		<b>\$39.72</b>
GRAINGER	DIGITAL CALIPER	\$242.35
	HANDLE, GAUGE	\$93.47
	PAINT MARKER	\$10.29
	QUICK CONNECTS	\$150.40
	REGULATING VALVE	\$176.78
	RETURN BOX	(\$760.35)
	SWITCH LIMIT	\$943.46
	TRUCK BOX, TOTE	\$831.96
	WALL HEATER/AC	\$511.22
<b>GRAINGER</b>		<b>\$2,199.58</b>
HOME DEPOT CREDIT SERVICES	BATTERIES	\$75.05
	LATE FEE CHARGE	\$20.00
	CLAMP, EDGE	\$41.52
	CLAMPS	\$11.57
	CONTAINER, CASTER	\$54.63
	GLUE, CONNECT	\$68.85
	KEYPAD	\$163.33
	PARTS FOR CLA VAL	\$59.24
	PIPE, ADAPTER	\$269.48
	RAZOR	\$8.63
	RING, CAP	\$44.35
	S17728 - SCADA RADIO UPGRADE	\$177.61
	S17728 - SCADA RADIO UPGRADE	\$419.50
	SMALL TOOLS	\$1,024.97
	TAPE, RISERS	\$256.62
	TUNE UP KIT	\$75.42
	WIRE CONNECT	\$39.37
<b>HOME DEPOT CREDIT SERVICES</b>		<b>\$2,810.14</b>
INFOSEND, INC.	OCTOBER E BILLING	\$492.59
	OCTOBER POSTAGE	\$10,492.86
	OCTOBER BILLING	\$3,351.19
<b>INFOSEND, INC.</b>		<b>\$14,336.64</b>

Santa Clarita Valley Water Agency  
Santa Clarita Water Division  
Check Register Report  
From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
IRON MOUNTAIN	NOVEMBER SERVICE	\$1,026.71
	OCTOBER SHREDDING	\$66.53
<b>IRON MOUNTAIN</b>		<b>\$1,093.24</b>
ISMAEL AGUILA LANDSCAPE	OCTOBER SERVICE	\$275.00
	SEPTEMBER SERVICE	\$275.00
<b>ISMAEL AGUILA LANDSCAPE</b>		<b>\$550.00</b>
JARRED FREY	SAFETY GLASSES	\$250.00
<b>JARRED FREY</b>		<b>\$250.00</b>
JEFF UBERSTINE	OCTOBER CREDIT REFUND - REF 25419 CALCUTTA PASS	\$36.29
<b>JEFF UBERSTINE</b>		<b>\$36.29</b>
JOY COLLETT	S14619 - PLANNING REFUND DEPOSIT - 15558 IRON CANYON	\$1,232.50
<b>JOY COLLETT</b>		<b>\$1,232.50</b>
KIMBALL MIDWEST	PAINT, BREAKER	\$289.99
	SCREEN, NUTS & BOLTS	\$210.62
<b>KIMBALL MIDWEST</b>		<b>\$500.61</b>
LOS ANGELES TIMES	TO 2/3/19	\$108.61
<b>LOS ANGELES TIMES</b>		<b>\$108.61</b>
MARI-CO MAIL SERVICE	OCTOBER SERVICE	\$300.00
<b>MARI-CO MAIL SERVICE</b>		<b>\$300.00</b>
MESA ENGINEERING	REFUND HYDRANT METER	\$504.72
<b>MESA ENGINEERING</b>		<b>\$504.72</b>
MIKE'S TIREMAN, INC	REPAIR #37	\$65.00
	TIRES #19 TRAILER	\$640.00
<b>MIKE'S TIREMAN, INC</b>		<b>\$705.00</b>
MSC INDUSTRIAL SUPPLY CO.	REPLACEMENT BLADE	\$72.01
<b>MSC INDUSTRIAL SUPPLY CO.</b>		<b>\$72.01</b>
N. HARRIS COMPUTER SYSTEMS	TECH SERVICES 7/18 TO 6/19	\$6,000.00
<b>N. HARRIS COMPUTER SYSTEMS</b>		<b>\$6,000.00</b>
NAPA AUTO & TRUCK PARTS	BODY FIL, SPREADER	\$43.54
	BRAKE LINE	\$5.05
	MINIMUM SERVICE CHARGE	\$1.00
	FITTING	\$2.69
	HOSE, FITTING	\$56.31
	SEAL KIT	\$437.93
	SPRING KIT	\$466.02
	TUBING BENDER	\$15.30
	WIPERS	\$202.03
<b>NAPA AUTO &amp; TRUCK PARTS</b>		<b>\$1,229.87</b>
NARISA PIPITHARUT	AUTODESK UNIVERSITY CONFERENCE 11/12/18 TO 11/16/18 - MEALS & MILEAGE	\$489.75
<b>NARISA PIPITHARUT</b>		<b>\$489.75</b>
NEWHALL VALENCIA LOCK & KEY	KEYS & ACCESSORIES	\$15.53
<b>NEWHALL VALENCIA LOCK &amp; KEY</b>		<b>\$15.53</b>
NEWHALL WATER DIVISION-SCVWA	AESTIVA, GASB	\$944.32
	10" FLANGE LONG RADIUS 90	\$469.76
	GIFT CARDS - (SCWD)	\$2,974.61
	TESTING SUPPLIES	\$1,905.71
	TREATMENT SUPPLY	\$1,233.25
	VEHICLE WASHES 8/10/18 - S38 & S39, 8/15/18 - S3	\$71.99
	VEHICLE WASHES 9/20/18 - S38 & S39	\$54.00
<b>NEWHALL WATER DIVISION-SCVWA</b>		<b>\$7,653.64</b>
NORTHERN DIGITAL INC	S15714 - (1) WELL-PLACERITA BOOSTER CONTROL PANEL (FINAL BILLING)	\$6,025.04
	S15714 - (1) WELL-PLACERITA BOOSTER CONTROL PANEL (PROGRESS BILLING)	\$9,764.96
<b>NORTHERN DIGITAL INC</b>		<b>\$15,790.00</b>
NOSSAMAN LLP	S98806 - PERCHLORATE CONTAMINATION CLAIM	\$29,536.02
<b>NOSSAMAN LLP</b>		<b>\$29,536.02</b>

Santa Clarita Valley Water Agency

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
OFFICE DEPOT, INC.	KITCHEN SUPPLIES	\$157.39
	LAMINATOR	\$34.23
	OFFICE SUPPLIES	\$192.84
	OFFICE SUPPLIES	\$73.90
	OFFICE SUPPLIES	\$161.83
	PURCHASE FOR SAFETY	\$56.83
<b>OFFICE DEPOT, INC.</b>		<b>\$677.02</b>
PARDEE HOMES	REFUND ADJUSTMENT - 177 E. COLORADO BLVD, PASADENA	\$37,856.20
<b>PARDEE HOMES</b>		<b>\$37,856.20</b>
PATRICIA MC CLURE	OCTOBER SERVICE	\$75.00
	S18804 - WATER RESOURCES/CONSERVATION	\$525.00
<b>PATRICIA MC CLURE</b>		<b>\$600.00</b>
PAYMENTUS GROUP INC.	OCTOBER CREDIT CARD FEES	\$11,146.40
<b>PAYMENTUS GROUP INC.</b>		<b>\$11,146.40</b>
PEST OPTIONS INC.	NOVEMBER SERVICE	\$2,099.59
<b>PEST OPTIONS INC.</b>		<b>\$2,099.59</b>
PETRO LOCK, INC.	GASOLINE FOR TANKS	\$4,323.58
	SURCHARGE	\$10.95
<b>PETRO LOCK, INC.</b>		<b>\$4,334.53</b>
PHYL-MAR ELECTRICAL SUPPLY	LIQUIDTIGHT FLEXIBLE CONDUIT	\$269.05
	INSUL-TAP CONN, CONDUITS & NIPPLES	\$426.74
	DOTTIE LN200 2-IN STEEL & BRDGPO LR-41CG	\$137.06
	S17728 - CONDUITS & CLAMPS - SCADA RADIO UPGRADE	\$571.76
<b>PHYL-MAR ELECTRICAL SUPPLY</b>		<b>\$1,404.61</b>
PLUM CANYON 40, LLC	REFUND HYDRANT METER	\$918.91
<b>PLUM CANYON 40, LLC</b>		<b>\$918.91</b>
PRAXAIR DISTRIBUTION, INC	CARBON DIOXIDE	\$157.02
	HOSE, PLUG, & TIPS	\$1,063.32
	TIP, CARBON DIOXIDE	\$390.31
	WHEEL, DISCS	\$846.53
<b>PRAXAIR DISTRIBUTION, INC</b>		<b>\$2,457.18</b>
PRINTER SOLUTIONS, INC. SCV	MAINTENANCE ON PRINTERS	\$2,250.00
<b>PRINTER SOLUTIONS, INC. SCV</b>		<b>\$2,250.00</b>
PUMP DESIGN & SUPPLY CO.	S18703 - PARTS, 1807 CLARK WELL	\$14,533.13
	VIDEO CLARK WELL	\$1,500.00
<b>PUMP DESIGN &amp; SUPPLY CO.</b>		<b>\$16,033.13</b>
RAYMOND CHAN	AUTODESK UNIVERSITY CONFERENCE 11/12/18 TO 11/16/18 - MEALS & MILEAGE	\$552.22
<b>RAYMOND CHAN</b>		<b>\$552.22</b>
RED WING SHOE STORE	SHOES - J. MARSOLAIS	\$246.33
<b>RED WING SHOE STORE</b>		<b>\$246.33</b>
RICK FRANKLIN CONSTRUCTION, INC	ASPHALT REPAIRS - 21615 ALLISON & 27738 HYSOP	\$2,152.00
<b>RICK FRANKLIN CONSTRUCTION, INC</b>		<b>\$2,152.00</b>
ROYAL INDUSTRIAL SOLUTIONS	PROCESS METER	\$1,227.11
<b>ROYAL INDUSTRIAL SOLUTIONS</b>		<b>\$1,227.11</b>
SAGE STAFFING	WK END 10/21 - OFFICE ASSISTANT	\$1,304.21
	WK END 10/28 - OFFICE ASSISTANT	\$1,145.16
	WK END 11/11 - OFFICE ASSISTANT	\$1,145.16
	WK END 11/18 - OFFICE ASSISTANT	\$1,113.35
	WK END 11/4 - OFFICE ASSISTANT	\$1,145.16
<b>SAGE STAFFING</b>		<b>\$5,853.04</b>
SCHWARTZ OIL CO	DIESEL	\$1,892.74
	GASOLINE	\$2,552.94
	GASOLINE	\$1,710.48
<b>SCHWARTZ OIL CO</b>		<b>\$6,156.16</b>
SEDA GREAVES	OCTOBER CREDIT REFUND - REF 16506 GOODVALE	\$74.93
<b>SEDA GREAVES</b>		<b>\$74.93</b>
SO. CALIFORNIA EDISON CO.	ACCT# 9065 - OCTOBER OFFICE BILLING	\$1,858.90
	ACCT# 9065 - OCTOBER WAREHOUSE BILLING	\$1,319.94
<b>SO. CALIFORNIA EDISON CO.</b>		<b>\$3,178.84</b>

**Santa Clarita Valley Water Agency**

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
SOUTH COAST AQMD	FLAT FEE FOR LAST FISCAL YEAR EMISSIONS	\$131.79
	ICE (50-500 HP) EM PORT N-RENT DIESEL	\$406.79
<b>SOUTH COAST AQMD</b>		<b>\$538.58</b>
STAATS CONSTRUCTION INC.	S14607 - REPAIR TR 46018-11 PLUM CYN, 1" SERVICE ON MALDONADO	\$825.00
	S15611 - REPAIR OF A 1" SERVICE	\$2,115.00
	S16623 - RETENTION, TR 60922 SKYLINE RANCH	\$17,714.55
<b>STAATS CONSTRUCTION INC.</b>		<b>\$20,654.55</b>
STAPLES ADVANTAGE	OFFICE SUPPLIES - ENGINEERING	\$258.43
	OFFICE SUPPLIES - SCVWA	\$59.00
<b>STAPLES ADVANTAGE</b>		<b>\$317.43</b>
STEVE EAKINS	OCTOBER CREDIT REFUND - REF 18801 CEDAR VLY	\$40.32
<b>STEVE EAKINS</b>		<b>\$40.32</b>
TEJON CONSTRUCTORS, INC	S18101N - INSTALL IRRIGATION WATER SERVICE & METER, 14509 1/2 SOLEDAD CYN	\$24,555.00
<b>TEJON CONSTRUCTORS, INC</b>		<b>\$24,555.00</b>
THE SHERWIN WILLIAMS CO.	HYDRANT PAINT	\$65.29
<b>THE SHERWIN WILLIAMS CO.</b>		<b>\$65.29</b>
TORO ENTERPRISES	REFUND HYDRANT METER	\$918.91
<b>TORO ENTERPRISES</b>		<b>\$918.91</b>
TPX COMMUNICATIONS	NOVEMBER SERVICE - OFFICE- ACCT# 87050	\$777.64
<b>TPX COMMUNICATIONS</b>		<b>\$777.64</b>
TRENCH SHORING COMPANY	PLYWOOD	\$207.06
	RELEASE TOOL	\$176.40
<b>TRENCH SHORING COMPANY</b>		<b>\$383.46</b>
TRI POINTE HOMES	REFUND HYDRANT METER	\$1,087.06
<b>TRI POINTE HOMES</b>		<b>\$1,087.06</b>
TROPICAL WEST DESIGNS	NOVEMBER SERVICE	\$125.00
	PLANT - 8" SANSEVIERIA PUT IN CONFERENCE ROOM NEXT TO K. AMBERCROMBIE	\$25.68
<b>TROPICAL WEST DESIGNS</b>		<b>\$150.68</b>
UNDERGROUND SERVICE ALERT/SC	OCTOBER SERVICE	\$379.60
<b>UNDERGROUND SERVICE ALERT/SC</b>		<b>\$379.60</b>
USABLUEBOOK	(LI) HACH SL 1000 PORTABLE ANALYZER - (NWD)	\$3,610.95
<b>USABLUEBOOK</b>		<b>\$3,610.95</b>
VERIZON WIRELESS	OCTOBER SERVICE -10 LINES - ACCT# 642026612-00001	\$437.52
	OCTOBER SERVICE - 7 LINES - ACCT# 972378078-00002	\$124.74
	OCTOBER SERVICE - CELL PHONES - ACCT# 972378078-00001 (ADMIN. & CUST. SVC)	\$2,525.03
	EQUIPMENT - ACCT# 972378078-00001	\$348.28
<b>VERIZON WIRELESS</b>		<b>\$3,435.57</b>
VTMI TRANSDEV	REFUND HYDRANT METER	\$1,338.41
<b>VTMI TRANSDEV</b>		<b>\$1,338.41</b>
WASTE MANAGEMENT-BLUE BARREL	OCTOBER SERVICE	\$1,038.42
<b>WASTE MANAGEMENT-BLUE BARREL</b>		<b>\$1,038.42</b>
WELLS FARGO	OFFICE SUPPLIES - ENGINEERING	\$70.48
	EXECUTIVE STAFF MEETING - 10/23/18, WAL-MART & PANERA BREAD	\$155.19
	VALENCIA'S BREAKFAST - WATER PROFESSIONALS WEEK, 10/24/18 & 10/25/18	\$463.76
	ENGINEERING LUNCH & HOTEL FOR AUTODESK CONF. - N. PIPITHARUT, R. CHAN	\$979.10
	LUNCH MEETING - STRATEGIC PLANNING, B. JOHNSON & K. ABERCROMBIE	\$34.88
	MEALS FOR MANAGEMENT & LEADERSHIP TRAINING, 10/29/18 TO 10/31/18	\$439.24
	PHONE ACCESSORIES FOR WAREHOUSE & K. ABERCROMBIE	\$816.07
	S18906 - MEALS FOR MANAGEMENT & LEADERSHIP TRAINING, 10/29/18 TO 10/31/18	\$439.23
	S18906 - MEALS FOR MANAGEMENT & LEADERSHIP TRAINING, 10/29/18 TO 10/31/18	\$453.43
	S18907 - MEALS FOR MANAGEMENT & LEADERSHIP TRAINING, 10/29/18 TO 10/31/18	\$439.23
	S18908 - MEALS FOR MANAGEMENT & LEADERSHIP TRAINING, 10/29/18 TO 10/31/18	\$439.23
	AMAZON - HEX BIT SOCKETS - WAREHOUSE	\$152.30
	VARIDESK - N. PIPITHARUT	\$706.29
<b>WELLS FARGO</b>		<b>\$5,588.43</b>
WOODARD & CURRAN INC	S16702 - RECYCLED WATER MAIN	\$22,213.55
	S16702 - RECYCLED WATER MAIN	\$18,840.99
<b>WOODARD &amp; CURRAN INC</b>		<b>\$41,054.54</b>
X-ACT TECHNOLOGY SOLUTIONS, INC.	PC REPLACEMENTS	\$15,668.43
<b>X-ACT TECHNOLOGY SOLUTIONS, INC.</b>		<b>\$15,668.43</b>

Santa Clarita Valley Water Agency

Santa Clarita Water Division

Check Register Report

From: November 1, 2018 to November 30, 2018

Vendor Name	Transaction Description	Transaction Amount
XEROX CORPORATION	OCTOBER SERVICE	\$149.75
<b>XEROX CORPORATION</b>		<b>\$149.75</b>
ZEE MEDICAL	FIRST RESPONDER KIT	\$561.57
	S18907 - RESPONDER KIT FOR NWD	\$561.57
	S18908 - RESPONDER KIT FOR REGIONAL	\$748.76
<b>ZEE MEDICAL</b>		<b>\$1,871.90</b>
<b>Summary</b>		<b>\$779,890.64</b>



**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
ACC BUSINESS	Internet circuit 091118-101018	1,579.68
<b>ACC BUSINESS Total</b>		<b>1,579.68</b>
ACCO ENGINEERED SYSTEMS, INC	Office A/C Maintenance	897.00
<b>ACCO ENGINEERED SYSTEMS, INC Total</b>		<b>897.00</b>
AIRGAS USA, LLC	Well W9 water softening	290.03
<b>AIRGAS USA, LLC Total</b>		<b>290.03</b>
ALLERCLEAN PEST CONTROL SERVICES	Pest Control/Monitor&Baiting	42.00
<b>ALLERCLEAN PEST CONTROL SERVICES Total</b>		<b>42.00</b>
AMERICAN BUSINESS MACHINES	Base charge 110818-120718	354.83
<b>AMERICAN BUSINESS MACHINES Total</b>		<b>354.83</b>
AQUA-FLO SUPPLY INC	Sch 80 PVC Bushing & Nipples	238.06
	1" SxT Sch 80 PVC Fitting	55.13
	Well Calorinator Parts	268.54
	Parts for service repairs	59.88
	1-1/2" copper female adaptor	9.36
	1-1/2" copper adaptors	12.44
	Sch 80 PVC fitting & bushing	107.09
	Sch 80 PVC Bushing & Fitting	198.44
<b>AQUA-FLO SUPPLY INC Total</b>		<b>948.94</b>
ARC IMAGING RESOURCES-CALIFORNIA	HP 764 toner cartridges	1,569.45
<b>ARC IMAGING RESOURCES-CALIFORNIA Total</b>		<b>1,569.45</b>
AROUND THE CLOCK CALL CENTER	Answering Service	798.87
<b>AROUND THE CLOCK CALL CENTER Total</b>		<b>798.87</b>
AT&T	Long distance svc thru 110118	67.66
	Voice Circuit, 082918-111018	3,661.47
	LAN modern 09/28/18-10/27/18	75.42
	S.West 11/07/18-12/06/18	449.79
	Main, NW, NC 11/7/18-12/06/18	1,639.05
	Remote Access Line-Fiber Voice	405.62
	N.East 11/07/18-12/06/18	482.43
	Cust Svc, Genl 100418-110318	2,551.13
<b>AT&amp;T Total</b>		<b>9,332.57</b>
BURRTEC WASTE INDUSTRIES, INC.	Trash Svc, October 2018	339.30
<b>BURRTEC WASTE INDUSTRIES, INC. Total</b>		<b>339.30</b>
CDW DIRECT, LLC	HP LJ toner cartridge	202.69
	Plantronics wireless headsets	936.48
<b>CDW DIRECT, LLC Total</b>		<b>1,139.17</b>
CINTAS CORPORATION #684	Uniforms	2,522.60
	Mop,freshners,soap,bldg mats	788.01
	NWD/Unifroms, David S	27.78
	SCWD/Uniforms, Mike R	25.73
	NWD/ Uniforms, David S	83.34
	SCWD/ Uniforms, Mike R	85.07
	Mop,freshners,soap,bldg	253.29
	Scrap towels	76.65

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
<b>CINTAS CORPORATION #684 Total</b>		<b>3,862.47</b>
CITY OF SANTA CLARITA	Clear AP Accrual, City Of SC	13,644.00
	Misc Apply Pymt, Feb-Jun 18	(8,511.00)
	Encroachment permits,Jul/Aug18	1,644.00
	Inspection, Avocado P	114.00
	Encroachment Permit, Avocado P	56.00
<b>CITY OF SANTA CLARITA Total</b>		<b>6,947.00</b>
CLEAN TOUCH JANITORIAL, INC.	Janitorial svc, October	2,325.00
<b>CLEAN TOUCH JANITORIAL, INC. Total</b>		<b>2,325.00</b>
COLUMBUS US, INC.	GP Support Services, Oct	1,202.50
<b>COLUMBUS US, INC. Total</b>		<b>1,202.50</b>
CORE & MAIN LP	3/4X7 BL06 MTR CF 3G	4,081.15
	Repair Meter # 198	207.76
	Repair Meter # 71	201.50
	Repair Meter# 149	189.20
	Repair Hyd Meter # 161	187.31
	C17-44NL, C87-44NL	699.71
	3 FH14 CF Hydrant Meter	1,516.23
	10-12 Bolt & Nut Kit	95.59
	E132 1" 90 Bend Mtr CPLG	911.59
	Freight- Meter 107 Inspection	23.63
	14" Hymax CPLG, CL52 Di Pipe	4,085.18
	14" Hymax CPLG	2,391.19
	C17-77NL CPLG,C17-66NL1/2 CPLG	693.27
	A34 Meter Adpt (pair) 3/4x1	503.00
	1/2 PVC S80 90 HXH	18.61
	5 Gal dechlorinate (48)	3,528.11
<b>CORE &amp; MAIN LP Total</b>		<b>19,333.03</b>
COUNTY OF LOS ANGELES DEPT OF PW	Magic Mnt permit, svc repair	995.00
<b>COUNTY OF LOS ANGELES DEPT OF PW Total</b>		<b>995.00</b>
DATALINK NETWORKS INC.	I/T Support, October Overage	6,408.50
	Datta b/u & recovery svc, Nov	968.66
	Evault b/u & recovery, Nov	3,510.00
	I/T Support, Nov retainer	4,000.00
<b>DATALINK NETWORKS INC. Total</b>		<b>14,887.16</b>
DATAPROSE, LLC	Customer Billing, October	12,058.00
<b>DATAPROSE, LLC Total</b>		<b>12,058.00</b>
EBIX, INC.	Base fee October, CPI Adj	451.49
<b>EBIX, INC. Total</b>		<b>451.49</b>
ENTERPRISE FLEET SERVICES	Fleet svcs, October	18,775.34
	Fleet svcs, November	17,771.34
<b>ENTERPRISE FLEET SERVICES Total</b>		<b>36,546.68</b>
EUROFINS EATON ANALYTICAL INC	Well 201 Dis Eff 100318	2,665.00
	Well 201 Lag Eff 092418	280.00

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

Vendor Name	Description	Total
	Well 201 Lead/Lag 092418	280.00
	Well 201/NPDES 092418	2,460.00
	Stage 2 Quarterly DBP 101518	1,080.00
	Well 201/NPDES 10/03/18	859.00
<b>EUROFINS EATON ANALYTICAL INC Total</b>		<b>7,624.00</b>
FEDEX	FedEx svc thru 10/23/18	52.24
<b>FEDEX Total</b>		<b>52.24</b>
GRAINGER	Hearing band, banded, 23db	65.61
<b>GRAINGER Total</b>		<b>65.61</b>
HOME DEPOT CREDIT SERVICES	Gen'l tools & equip for repair	334.22
<b>HOME DEPOT CREDIT SERVICES Total</b>		<b>334.22</b>
HUERTA, JOSE	Local Tax Roll & GIS Sharefile	79.51
<b>HUERTA, JOSE Total</b>		<b>79.51</b>
INDOOR PLANT PROFESSIONALS	Interior plant svc, Nov	105.00
<b>INDOOR PLANT PROFESSIONALS Total</b>		<b>105.00</b>
IRJ ENGINEERS, INC.	Well E-17 - Engineering Svcs	880.00
<b>IRJ ENGINEERS, INC. Total</b>		<b>880.00</b>
IRON MOUNTAIN, INC.	Off Site Document Shreding Svc	90.00
<b>IRON MOUNTAIN, INC. Total</b>		<b>90.00</b>
LAYNE CHRISTENSEN COMPANY	Booster B19 Inspection	678.00
<b>LAYNE CHRISTENSEN COMPANY Total</b>		<b>678.00</b>
MARICO MAIL SERVICE	Banking, Inter-Office svc Oct	675.00
<b>MARICO MAIL SERVICE Total</b>		<b>675.00</b>
MCMASTER-CARR COMPANY	Resistant Pressure Gauge	1,362.36
<b>MCMASTER-CARR COMPANY Total</b>		<b>1,362.36</b>
REFUND CUSTOMER	Customer Service 111918	719.73
	Customer refund 111918	1,328.89
	Customer Refund 112018	20.78
	Customer Refund 110818	75.34
<b>REFUND CUSTOMER Total</b>		<b>2,144.74</b>
RYAN PROCESS INC	50# Constant Chlor+ briquettes	8,554.14
<b>RYAN PROCESS INC Total</b>		<b>8,554.14</b>
SANTA CLARITA VALLEY LOCK & KEY	Padlocks for shut-offs (30)	426.72
<b>SANTA CLARITA VALLEY LOCK &amp; KEY Total</b>		<b>426.72</b>
SANTA CLARITA VALLEY WATER AGENCY	Recycled Water, October	16,195.95
	Well 201 Lab Fee, October	1,900.00
	Lab Fee, October	2,352.00
	Water softening lab fee, Oct	80.00
	Variable Water, October	290,165.25
	Fixed water charge, October	468,260.07
<b>SANTA CLARITA VALLEY WATER AGENCY Total</b>		<b>778,953.27</b>
SHILPARK STUDIO PAINT	Paint for maintenance	251.67
<b>SHILPARK STUDIO PAINT Total</b>		<b>251.67</b>
SKAGGS CONCRETE SAWING INC	Via La Paz, Flatsaw asphalt	600.00

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
	Magic Mnt Pky, flatsaw asphalt	300.00
<b>SKAGGS CONCRETE SAWING INC Total</b>		<b>900.00</b>
SOUTHERN CALIFORNIA EDISON CO	Purchased power 10/18	195,472.03
	VWD Office 10118-110918	2,824.61
<b>SOUTHERN CALIFORNIA EDISON CO Total</b>		<b>198,296.64</b>
STAATS CONSTRUCTION INC.	Avenida Balita, Paving	3,196.00
	Via LaPaz, Repair 4" Leak	6,937.00
	The Old Rd, Water Truck Rental	575.00
<b>STAATS CONSTRUCTION INC. Total</b>		<b>10,708.00</b>
TPX COMMUNICATIONS, CO.	Internet circuit 110918-120818	1,224.55
<b>TPX COMMUNICATIONS, CO. Total</b>		<b>1,224.55</b>
UNDERGROUND SERVICE ALERT	Tix Charge, database mtce	267.40
<b>UNDERGROUND SERVICE ALERT Total</b>		<b>267.40</b>

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
UNITED RECORDS MANAGEMENT, INC.	Filepath Cloud Svc, Oct 2018	945.14
<b>UNITED RECORDS MANAGEMENT, INC. Total</b>		<b>945.14</b>
VALLEY COURIERS, INC	Exchange for W/Fargo, October	247.03
<b>VALLEY COURIERS, INC Total</b>		<b>247.03</b>
WATERWISE CONSULTING, INC.	2018 Residential Water Surverys, Comercial and Irrigatio	4,307.50
<b>WATERWISE CONSULTING, INC. Total</b>		<b>4,307.50</b>
WELLS FARGO BANK, N.A.	EOC Comm, DNH Domain Hosting	387.88
	GoTo Meeting Account	468.00
	IT Night Work, BJ Retirement	982.20
	Huber A Chavez, Pumper Repair	453.20
<b>WELLS FARGO BANK, N.A. Total</b>		<b>2,291.28</b>
WILLSON, KATHLEEN	KW-18 Harris Cust Training Con	2,952.31
<b>WILLSON, KATHLEEN Total</b>		<b>2,952.31</b>
WORK BOOT WAREHOUSE	David S, Work Boots	250.00
<b>WORK BOOT WAREHOUSE Total</b>		<b>250.00</b>
WRIGHT EXPRESS FINANCIAL SERVICES	Fuel purchases, Oct 18	6,068.11
<b>WRIGHT EXPRESS FINANCIAL SERVICES Total</b>		<b>6,068.11</b>
AMAZON CAPITAL SERVICES, INC.	Office Supplies	49.95
<b>AMAZON CAPITAL SERVICES, INC. Total</b>		<b>49.95</b>
ASCENSION RECOVERY MGMT, LLC	ARM Collections	56.73
<b>ASCENSION RECOVERY MGMT, LLC Total</b>		<b>56.73</b>
BEE SPECIALIST	Avenue Hall/Bees in meter box	150.00
<b>BEE SPECIALIST Total</b>		<b>150.00</b>
BR BUILDERS INC.	Repair & Mtce leaking roof	12,825.00
<b>BR BUILDERS INC. Total</b>		<b>12,825.00</b>
BUSH & DAUGHTERS REPAIR	Vehicle Maintenance & Repair	455.00
<b>BUSH &amp; DAUGHTERS REPAIR Total</b>		<b>455.00</b>
CHARMAINE'S BOUQUET CANYON FLORIST	Breavement Flowers- CV	103.97
<b>CHARMAINE'S BOUQUET CANYON FLORIST Total</b>		<b>103.97</b>
CONNECTRONICS	Radios & Software at W201	4,214.30
	Subscription-access add'l 4Yrs	233.60
<b>CONNECTRONICS Total</b>		<b>4,447.90</b>
CONVERGEONE, INC.	Phone Support	230.52
<b>CONVERGEONE, INC. Total</b>		<b>230.52</b>
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)	Annual Software Mtce FYR 18/19	6,042.92
	SCWD/Annual Mtce FYR 18/19	14,000.00
	Regional/Annual Mtce FYR 18/19	14,000.00
<b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI) Total</b>		<b>34,042.92</b>
FERGUSON WATERWORKS	PVC supplies	1,453.82
<b>FERGUSON WATERWORKS Total</b>		<b>1,453.82</b>
HARRIS AMERICAN	Office Supplies	158.73
<b>HARRIS AMERICAN Total</b>		<b>158.73</b>
LOS ANGELES COUNTY TAX COLLECTOR	AIN: 3244 032 010, YR18	19.25
	AIN: 3244 032 019 YR18	692.27

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
<b>LOS ANGELES COUNTY TAX COLLECTOR Total</b>		<b>711.52</b>
LOZANO, JUDIBETH	JL- 18 Harris Conference Meals	59.77
<b>LOZANO, JUDIBETH Total</b>		<b>59.77</b>
MC CALL'S METERS INC.	3" Hydrant Meters	3,627.44
<b>MC CALL'S METERS INC. Total</b>		<b>3,627.44</b>

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Check Register Report**  
**November 30, 2018**

<b>Vendor Name</b>	<b>Description</b>	<b>Total</b>
PETTY CASH	Weekly Office Meetings	363.75
	D2 Application - JE	45.00
	Hirsh Pipe Supply - Adapter	36.94
	Fingerprinting- EG	25.00
	Vending Machine	(217.00)
	Cash Register Shortage	4.92
<b>PETTY CASH Total</b>		<b>258.61</b>
PUMP DESIGN AND SUPPLY CO	Submersible Pump W159	10,012.79
<b>PUMP DESIGN AND SUPPLY CO Total</b>		<b>10,012.79</b>
RAIN FOR RENT	Westridge Pkwy, 6" Alum Pipe	3,967.32
<b>RAIN FOR RENT Total</b>		<b>3,967.32</b>
RED WING BUSINESS ADVANTAGE ACCOUNT	(MD) work safety boots	250.00
<b>RED WING BUSINESS ADVANTAGE ACCOUNT Total</b>		<b>250.00</b>
RICK FRANKLIN CONSTRUCTION	Via La Paz, Emergency Repair	20,712.00
<b>RICK FRANKLIN CONSTRUCTION Total</b>		<b>20,712.00</b>
ROYAL INDUSTRIAL SOLUTIONS	400W LM, wire & cbl marker	184.45
<b>ROYAL INDUSTRIAL SOLUTIONS Total</b>		<b>184.45</b>
SANTA CLARITA WATER DIVISION	Potholing- Hancock	313.10
	CLA- Val Repair	2,575.85
	27903 Skycrest Repair	1,584.34
	Town Center Dr, Repair	615.04
	Rye Canyon , Fire Service	5,822.05
	Crane Charges	286.00
	JPIA Training Conference, JM	335.84
	Fuel - Vehicle # 60	267.34
	Vehicle # 65 wash	40.00
<b>SANTA CLARITA WATER DIVISION Total</b>		<b>11,839.56</b>
SPATIAL WAVE, INC.	SCWD/Implement field Mapplet9	660.00
<b>SPATIAL WAVE, INC. Total</b>		<b>660.00</b>
TECHNOFLO SYSTEMS	8" Meter Repair	1,853.18
<b>TECHNOFLO SYSTEMS Total</b>		<b>1,853.18</b>
UNITED RENTALS (NORTH AMERICA), INC	W9 Softening	735.84
<b>UNITED RENTALS (NORTH AMERICA), INC Total</b>		<b>735.84</b>
Waste Management- Blue Barrel	VWD Trash Service	179.66
<b>Waste Management- Blue Barrel Total</b>		<b>179.66</b>
WOODARD & CURRAN INC.	Engineering Services	20,572.80
<b>WOODARD &amp; CURRAN INC. Total</b>		<b>20,572.80</b>
<b>Grand Total</b>		<b>1,276,234.09</b>

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# Large Disbursement Check Registers

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SCVWA-Regional Division  
 Ten Largest Disbursements  
 Nov 1, 2018 to Nov 30, 2018

No.	Vendor Name	Check Number	Check Date	Description	Amount
	DEPARTMENT OF WATER RESOURCES	36982	11/16/2018	CO# 160213 NOV 2018 FIXED CHARGES	940,325.00
<b>1</b>	<b>DEPARTMENT OF WATER RESOURCES</b>				<b>940,325.00</b>
	DEPARTMENT OF WATER RESOURCES	36964	11/14/2018	SEPT. DWR VARIABLE	775,229.00
<b>2</b>	<b>DEPARTMENT OF WATER RESOURCES</b>				<b>775,229.00</b>
	CLARK BROS. INC.	36960	11/14/2018	PROGRESS PAYMENT #16 THRU 10/31/18 - CLEARWELL CT IMPROVEMENTS	654,991.36
				PROGRESS PAYMENT #16 RETENTION-TRUST - CLEARWELL CT IMPROVEMENTS	-32,749.57
<b>3</b>	<b>CLARK BROS. INC.</b>				<b>622,241.79</b>
	X-ACT TECHNOLOGY	36955	11/02/18	S.AREA NETWORK REPLACEMENT	78,391.18
				REPLACE VM HOST SERVER	76,008.92
<b>4</b>	<b>X-ACT TECHNOLOGY</b>				<b>154,400.10</b>
	ROSEDALE-RIO BRAVO WATER STORAGE	36944	11/02/2018	DROUGHT RELIEF PROJECT	117,396.69
<b>5</b>	<b>ROSEDALE-RIO BRAVO WATER STORAGE</b>				<b>117,396.69</b>
	SOUTHERN CALIFORNIA EDISON	37035	11/27/2018	BOUQUET PM 9/18-10/17	26.39
				CAMP PLENTY TURNOUT	71.47
				EARL SCHMIDT FILTRATION PLANT PS 6/28-8/28/18	-20,657.40
				EARL SCHMIDT FILTRATION PLANT PS 8/28-9/27/18	10,890.27
				EARL SCHMIDT INTAKE PUMP STATION SRVC 8/28-10/26	992.29
				EARL SCHMIDT INTAKE PUMP STATION SRVC 8/28-9/27	393.88
				HONBY PM 8/28-10/26	53.49
				HONBY PS 8/28-10/26	86.30
				LAKE HUGHES PIPE METER	62.50
				LOWER MESA PIPE METER	125.60
				N2 TURNOUT 8/28-10/26	206.53
				NEWHALL RANCH RD PM	50.98
				RECYCLED WATER RESERVOIR	79.15
				RECYCLED WATER METER	-6,326.66
				RIO VISTA INTAKE PUMP STATION SRVC 3/29-10/25	81,692.54
				RIO VISTA INTAKE PUMP SERVICES SRVC 9/26-10/25	-6,895.51
				RIO VISTA WATER TREATMENT PUMP GATE 8/28-10/26	191.44
				SAUGUS1 WELL 3/29-10/8	-6,497.79
				SAUGUS1 WELL 9/7-10/8	-689.56
				SAUGUS2 WELL 3/29-10/26	2,938.99
				SAUGUS2 WELL 9/27-10/26	-689.56
				SAND CANYON LOW VOLTAGE METER	64.76
				SAND CANYON-11 TURNOUT	70.47
				SAND CANYON 7 TURNOUT9/12-10/11	51.44
				SAND CANYON PUMP STATION 3/29/18-10/26/18	48,793.51
				SAND CANYON PUMP STATION 9/27/18-10/26/18	-17,845.47
				SAND CANYON RESERVOIR 8/28-9/27/18	156.26
				SUMMIT CIR 8/22-10/22	1,233.88
				SUMMIT CIR 8/23-10/23	61.09
				V-8 @ MCBEAN PKWY	53.77

SCVWA-Regional Division  
 Ten Largest Disbursements  
 Nov 1, 2018 to Nov 30, 2018

No.	Vendor Name	Check Number	Check Date	Description	Amount
<b>6</b>	<b>SOTHERN CALIFORNIA EDISON</b>				<b>88,745.05</b>
	ACWA/JPIA	36924	11/02/18	WORKERS COMP. 7/1-9/30 - SCWD	19,617.49
				WORKERS COMP. 7/1-9/30 - VWC	13,077.30
				WORKERS COMP. 7/1-9/30 - REGIONAL	30,110.12
<b>7</b>	<b>ACWA/JPIA</b>				<b>62,804.91</b>
	VALENCIA COMMERCE ASSOC.	37024	11/26/2018	PHASE 4 - STAGE 1; LARGE LAND TURF REMOVAL	61,340.00
<b>8</b>	<b>VALENCIA COMMERCE ASSOC.</b>				<b>61,340.00</b>
	BEST BEST & KRIEGER LLP	36956	11/14/2018	WATERSHED INITIATIVE	56,426.27
				SWC LEGAL COMM. SEPT / WATERSHED LITIGATION	514.20
<b>9</b>	<b>BEST BEST &amp; KRIEGER LLP</b>				<b>56,940.47</b>
	MICHAEL BAKER INTERNATIONAL, INC.	36939	11/02/2018	ON CALL ENGINEERING AND/OR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES AS NEEDED	51,645.52
<b>10</b>	<b>MICHAEL BAKER INTERNATIONAL, INC.</b>				<b>51,645.52</b>
<b>Summary</b>					<b>\$ 2,931,068.53</b>
<b>Largest Ten Vendor Payments as compared to Total Monthly Check Register</b>					<b>84%</b>
<b>Summary-All checks Issued During November 2018</b>					<b>\$ 3,469,606.62</b>

SCV Water-Newhall Water Division  
 Ten Largest Disbursements  
 November 1, 2018 to November 30, 2018

Vendor Name	Check Number	Check Date	Description	Amount
SCV WATER	ACH	11/15/2018	PURCHASED WATER 10/18	99,328.49
			PURCHASED WATER 10/18 - SAUGUS WELL # 1 & # 2	14,392.19
			FIXED WATER CHARGES 10/18	130,046.35
			LAB FEES 10/18	985.00
<b>1 SCV WATER</b>				<b>244,752.03</b>
RMC, A WOODARD & CURRAN CO.	112089	11/26/2018	PHASE 2C RECYCLED WATER MAIN EXTENSION 9/18	88,269.57
<b>2 RMC, A WOODARD &amp; CURRAN CO.</b>				<b>88,269.57</b>
CITY NATIONAL BANK	112042	11/15/2018	CNB 2009 # 16-011	74,326.73
<b>3 CITY NATIONAL BANK</b>				<b>74,326.73</b>
WATER WELL SUPPLY INC.	112068	11/15/2018	REHAB FOR CASTAIC WELL # 7	29,993.77
			INSTALL MECHANICAL SEAL ASSEMBLY	1,996.78
<b>4 WATER WELL SUPPLY INC.</b>				<b>31,990.55</b>
CORE & MAIN LP	112097	11/28/2018	(54) GASKETS, (975') PIPES	21,869.99
<b>5 CORE &amp; MAIN LP</b>				<b>21,869.99</b>
CORE & MAIN LP	112003	11/08/2018	INVENTORY	15,117.88
			(18') TJ PIPE	348.67
			INVENTORY	3,896.32
			(1) 14" HYMAX COUPLING	1,195.60
<b>6 CORE &amp; MAIN LP</b>				<b>20,558.47</b>
RICK FRANKLIN CONSTRUCTION INC.	112058	11/15/2018	ASPHALT REPAIR - MAIN ST	14,720.00
<b>7 RICK FRANKLIN CONSTRUCTION INC.</b>				<b>14,720.00</b>
SCHWARTZ OIL INC.	112114	11/28/2018	(300) GAL DIESEL	1,151.37
			(900) GAL UNLEADED FUEL	3,030.43
			(800) GAL DIESEL	2,959.67
			(1000) GAL UNLEADED FUEL	2,949.14
<b>8 SCHWARTZ OIL INC.</b>				<b>10,090.61</b>
FAMCON PIPE AND SUPPLY INC.	112076	11/26/2018	(10) POLYMER COVER	435.26
			(54') IRON PIPE, (199') TJ/MJ PIPE	8,151.51
<b>9 FAMCON PIPE AND SUPPLY INC.</b>				<b>8,586.77</b>
MICHAEL DEVORE TRUCKING CO.	112020	11/08/2018	(100) TON A-BASE	2,351.00
			(125) TON A-BASE, (25) TON COLD MIX, (25) TON FILL	5,664.67
<b>10 MICHAEL DEVORE TRUCKING CO.</b>				<b>8,015.67</b>
<b>Summary</b>				<b>523,180.39</b>

Santa Clarita Valley Water Agency  
Santa Clarita Water Division  
Ten Largest Disbursements

November 1, 2018 to November 30, 2018

Vendor Name	Check Number	Check Date	Transaction Description	Transaction Amount
AQUA METRIC SALES CO.	92135	11/14/2018	1 1/2" OMNI T2 METER	\$3,843.84
		11/14/2018	1" I-PERL T/R METER	\$15,560.39
		11/14/2018	3/4" I-PERI TR/PL METERS	\$4,032.17
		11/14/2018	MXU520MSP T/C MODULE	\$15,638.70
		11/14/2018	S18721 - AMR PROJECT METERS	\$53,491.08
		11/14/2018	S18721 - METERS/MXU AMR REPLACEMENT	\$95,751.87
<b>1 AQUA METRIC SALES CO.</b>				<b>\$188,318.05</b>
CORELECTRIC INC.	92186	11/20/2018	S15714 - SMC PANELS, PLACERITA BOOSTER SC-12	\$40,328.04
<b>2 CORELECTRIC INC.</b>				<b>\$40,328.04</b>
PARDEE HOMES	92154	11/14/2018	REFUND ADJUSTMENT - 177 E. COLORADO BLVD, PASADENA	\$37,856.20
<b>3 PARDEE HOMES</b>				<b>\$37,856.20</b>
ARMORCAST PRODUCTS COMPANY	92137	11/14/2018	1" ARMORCAST T.R. LID	\$17,990.85
		11/14/2018	3/4" ARMORCAST T.R. LID	\$12,677.91
		11/14/2018	437 ARMORCAST BOX	\$5,853.08
<b>4 ARMORCAST PRODUCTS COMPANY</b>				<b>\$36,521.84</b>
CORE & MAIN LP	92216	11/28/2018	S15714 - CONTROL VALVES, PLACERITA BOOSTER SC-12	\$29,545.72
<b>5 CORE &amp; MAIN LP</b>				<b>\$29,545.72</b>
NOSSAMAN LLP	92223	11/28/2018	S98806 - PERCHLORATE CONTAMINATION CLAIM	\$29,536.02
<b>6 NOSSAMAN LLP</b>				<b>\$29,536.02</b>
CARDNO, INC.	92181	11/20/2018	S16702 CIP - VISTA CANYON RANCH	\$25,271.00
<b>7 CARDNO, INC.</b>				<b>\$25,271.00</b>
TEJON CONSTRUCTORS, INC	92207	11/20/2018	S18101N - INSTALL IRRIGATION WATER SERVICE & METER, 14509 1/2 SOLEDAD CYN	\$24,555.00
<b>8 TEJON CONSTRUCTORS, INC</b>				<b>\$24,555.00</b>
AQUA METRIC SALES	92175	11/20/2018	1 1/2" OMNI R-2 METER	\$6,739.94
		11/20/2018	CORRECT INVOICE	(\$9,390.61)
		11/20/2018	1 1/2" OMNI R2 100 C.F. METER	\$9,390.61
		11/20/2018	S18721 - 1 1/2" OMNI R-2 METERS	\$16,467.90
<b>9 AQUA METRIC SALES</b>				<b>\$23,207.84</b>
CORE & MAIN LP	92140	11/14/2018	1 1/2" 2-HOLE METER FLANG	\$1,481.21
		11/14/2018	1 1/2" DROP IN METER GASK	\$195.46
		11/14/2018	1 1/2" FIP X SLIP, SCH 80	\$182.87
		11/14/2018	1 1/2" SLIP, SCH 80, PVC	\$51.36
		11/14/2018	1" INSTATITE IPS ANGLE ME	\$3,407.86
		11/14/2018	1" IPS X INSTATITE IPS CO	\$1,489.20
		11/14/2018	1/4" FITTINGS	\$376.02
		11/14/2018	10" #7094702D DISC RETAIN	\$1,185.46
		11/14/2018	14" HYMAX COUPLING	\$2,391.20
		11/14/2018	2" BALL ANGLE METER STOP	\$1,854.91
		11/14/2018	2" DROP IN METER GASKETS	\$148.92
		11/14/2018	2" SLIP X FIP, SCH 80,PVC	\$127.63
		11/14/2018	2" X 1 1/2" BRASS REDUCER	\$61.82
		11/14/2018	2" X 1" BRASS REDUCER BUS	\$124.17
		11/14/2018	3" RING GASKET	\$20.37
		11/14/2018	3" SLIP ON, CLASS 150, FL	\$103.28
		11/14/2018	3/4" IPS, INSTATITE, PIPE	\$566.78

Santa Clarita Valley Water Agency  
Santa Clarita Water Division  
Ten Largest Disbursements  
November 1, 2018 to November 30, 2018

Vendor Name	Check Number	Check Date	Transaction Description	Transaction Amount
		11/14/2018	3/4" X 2 1/2" BRASS METER	\$468.53
		11/14/2018	3/4" X 2" METER COUPLING	\$730.80
		11/14/2018	4" #20957464G REPAIR KIT	\$466.08
		11/14/2018	4" FLANGE BOLT KIT	\$98.11
		11/14/2018	4" SLIP-ON, CLASS 150, FL	\$62.64
		11/14/2018	5/8" WASHERS	\$702.99
		11/14/2018	5/8" X 2 1/2" BRASS METER	\$686.56
		11/14/2018	5/8" X 3" BRASS METER BO	\$1,946.90
		11/14/2018	6"- 8" FLANGE BOLT KITS	\$205.25
		11/14/2018	6" #20957465F REPAIR KIT	\$560.64
		11/14/2018	8" #20957466E REPAIR KIT	\$741.34
		11/14/2018	8" SLIP ON FLANGES	\$448.40
		11/14/2018	8" X 12 1/2" W/2" TAP, C9	\$237.32
		11/14/2018	GRATE	\$888.17
		11/14/2018	NIPPLES	\$173.62
		11/14/2018	SHUT OFF TOOLS	\$985.44
<b>10 CORE &amp; MAIN LP</b>				<b>\$23,171.31</b>
<b>Summary - Largest Ten Payments Made During the Month</b>				<b>\$458,311.02</b>
<b>Largest Ten Vendor Payments as Compared to Total Monthly Check Register</b>				<b>59%</b>
<b>Summary - All Vendors Paid During the Month</b>				<b>\$779,890.64</b>

**Santa Clarita Valley Water Agency**  
**Valencia Water Division**  
**Top Ten Checks Paid Report**  
**November 2018**

	Vendor Name	Check #	Check Date	Description	Total
	SANTA CLARITA VALLEY WATER AGENCY	218973	11/13/2018	Fixed water charge, October	468,260.07
				Variable Water, October	290,165.25
				Lab Fee, October	2,352.00
				Well 201 Lab Fee, October	1,900.00
				Water softening lab fee, Oct	80.00
1	SANTA CLARITA VALLEY WATER AGENCY				<b>762,757.32</b>
	SOUTHERN CALIFORNIA EDISON CO	218937	11/5/2018	Purchased power 10/18	195,472.03
2	SOUTHERN CALIFORNIA EDISON CO				<b>195,472.03</b>
	ENTERPRISE FLEET SERVICES	218966	11/13/2018	Fleet svcs, October	18,775.34
				Fleet svcs, November	17,771.34
3	ENTERPRISE FLEET SERVICES				<b>36,546.68</b>
	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)	218941	11/5/2018	SCWD/Annual Mtce FYR 18/19	14,000.00
				Regional/Annual Mtce FYR 18/19	14,000.00
				Annual Software Mtce FYR 18/19	6,042.92
4	ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE (ESRI)				<b>34,042.92</b>
	RICK FRANKLIN CONSTRUCTION	219028	11/26/2018	Via La Paz, Emergency Repair	20,712.00
5	RICK FRANKLIN CONSTRUCTION				<b>20,712.00</b>
	WOODARD & CURRAN INC.	218951	11/5/2018	Engineering Services	20,572.80
6	WOODARD & CURRAN INC.				<b>20,572.80</b>
	SANTA CLARITA VALLEY WATER AGENCY	218949	11/5/2018	Recycled Water, October	16,195.95
7	SANTA CLARITA VALLEY WATER AGENCY				<b>16,195.95</b>
	DATALINK NETWORKS INC.	218964	11/13/2018	I/T Support, October Overage	6,408.50
				I/T Support, Nov retainer	4,000.00
				Evault b/u & recovery, Nov	3,510.00
				Datta b/u & recovery svc, Nov	968.66
8	DATALINK NETWORKS INC.				<b>14,887.16</b>
	BR BUILDERS INC.	219010	11/26/2018	Repair & Mtce leaking roof	12,825.00
9	BR BUILDERS INC.				<b>12,825.00</b>
	DATAPROSE, LLC	218965	11/13/2018	Customer Billing, October	12,058.00
10	DATAPROSE, LLC				<b>12,058.00</b>
	<b>Grand Total</b>				<b>1,126,069.86</b>
<b>Total Monthly Check Register Payments</b>					<b>1,276,234.09</b>
<b>Top Ten Percentage Compared to Total Monthly Check Payments</b>					<b>88%</b>



# Credit Card Registers

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**SCV Water - Regional Division  
Credit Card Charges  
Paid in November 2018**

Merchant Name	Description	Total
<b>8870 ROYAL</b>	24Volt Power Supply - WWR Drive Repair	435.05
	Drill Tap for Turbidity installation	79.43
	Drill taps	28.69
	GFCI Circuit Breaker	127.51
	GRC Conduit and Fittings - Turbidity Meter Replacement	363.41
	GRC Conduit Fittings - Turbidity Meter Replacement	119.89
	Overload Protection Unit, Overload Heaters	185.80
	SO Cord, Cord Ends, Strain Relief - Auma Test Station	140.66
	Strain relief for cables on Turbidity meters at ESFP	238.25
	THHN Wire, Tie Wrap Bases, Tie Wraps - Truck# I58 Stock	438.25
	Timing Relay - Ozone Sidestream Valve Actuator Repair	241.50
<b>8870 ROYAL Total</b>		<b>2,398.44</b>
<b>99 CENTS ONLY STORES #330</b>	Event - Haunted Jailhouse - Ice	13.14
<b>99 CENTS ONLY STORES #330 Total</b>		<b>13.14</b>
<b>ADOBE STOCK</b>	Adobe Stock	159.98
<b>ADOBE STOCK Total</b>		<b>159.98</b>
<b>ALBERTSONS 1360</b>	Drinks for Water Professionals thank you luncheon - Regional Health Fair raffle prizes	31.17
		504.95
<b>ALBERTSONS 1360 Total</b>		<b>536.12</b>
<b>ALBERTSONS 3301</b>	Supplies for Board Meetings	17.91
<b>ALBERTSONS 3301 Total</b>		<b>17.91</b>
<b>AMAZON.COM M806P91Q0</b>	Rib Corrugated Rubber Floor Mat	100.69
<b>AMAZON.COM M806P91Q0 Total</b>		<b>100.69</b>
<b>AMAZON.COM M86VW8EF0</b>	Canon Office Products Business Calculator - SPLY	12.55
	Casio Calculator - OP	18.01
<b>AMAZON.COM M86VW8EF0 Total</b>		<b>30.56</b>
<b>AMAZON.COM M89WB5130</b>	Corrugated Rubber Floor Mat	64.59
<b>AMAZON.COM M89WB5130 Total</b>		<b>64.59</b>
<b>AMAZON.COM MT0A56K70</b>	File Folders, Red, 50 count box - LP/HR	36.73
<b>AMAZON.COM MT0A56K70 Total</b>		<b>36.73</b>
<b>AMAZON.COM MT1T07DV0</b>	Fujitsu ScanSnap iX500 Desk Scanner - MA/ENG	459.89
<b>AMAZON.COM MT1T07DV0 Total</b>		<b>459.89</b>
<b>AMAZON.COM MT5RG5UY2</b>	Inter-Department Envelopes 13x10, Blue 100 Pack - SPLY	72.20
<b>AMAZON.COM MT5RG5UY2 Total</b>		<b>72.20</b>
<b>AMZN MKTP US</b>	Refund Credit on Belimo Water Globe Valve - Order Cancelled by Amazon.	(335.18)
<b>AMZN MKTP US Total</b>		<b>(335.18)</b>
<b>AMZN MKTP US M80M00CO2</b>	Office Supplies, Tea - 6 Pack - SPLY	21.82
<b>AMZN MKTP US M80M00CO2 Total</b>		<b>21.82</b>
<b>AMZN MKTP US M82P56AB1</b>	Velcro Thin Ties, P-Touch Laminated Label Tapes - WR	18.42
<b>AMZN MKTP US M82P56AB1 Total</b>		<b>18.42</b>
<b>AMZN MKTP US M82RW1T80</b>	LED Corn Light Bulbs	359.94
<b>AMZN MKTP US M82RW1T80 Total</b>		<b>359.94</b>
<b>AMZN MKTP US M83TV63M1</b>	Plantronics-CS540 Wireless Headset - Front Desk	169.51
<b>AMZN MKTP US M83TV63M1 Total</b>		<b>169.51</b>
<b>AMZN MKTP US M85NS53Y1</b>	Cables for Pete Woeger monitor	23.97
<b>AMZN MKTP US M85NS53Y1 Total</b>		<b>23.97</b>
<b>AMZN MKTP US M86MD8F81</b>	Card Holders.	44.90
<b>AMZN MKTP US M86MD8F81 Total</b>		<b>44.90</b>
<b>AMZN MKTP US M86TH5OC0</b>	Halco Mogul Base LED Retro Lamps for RVWTP.	322.50
<b>AMZN MKTP US M86TH5OC0 Total</b>		<b>322.50</b>
<b>AMZN MKTP US M877B2EB1</b>	LED Corn Light Bulbs	364.12
<b>AMZN MKTP US M877B2EB1 Total</b>		<b>364.12</b>
<b>AMZN MKTP US MT21V5950</b>	iPhone SE Case for the ADM spare phone. Office Supplies - Tea	23.26
<b>AMZN MKTP US MT21V5950 Total</b>		<b>23.26</b>
<b>AMZN MKTP US MT2DN55Z2</b>	LED Upgrade Bulbs for RVWTP.	71.97
<b>AMZN MKTP US MT2DN55Z2 Total</b>		<b>71.97</b>
<b>AMZN MKTP US MT2JF36S1</b>	Belimo Water Globe Valve for RVWTP.	335.18
<b>AMZN MKTP US MT2JF36S1 Total</b>		<b>335.18</b>
<b>AMZN MKTP US MT7ID8KN2</b>	Halco Mogul Base LED Retro Lamps for RVWTP Maint. Bldg.	258.00
<b>AMZN MKTP US MT7ID8KN2 Total</b>		<b>258.00</b>
<b>AMZN MKTP US MT7R89Q30</b>	Phone Charger for Director Gutzeit	8.99
<b>AMZN MKTP US MT7R89Q30 Total</b>		<b>8.99</b>
<b>AMZN MKTP US MT9HK5HJ0</b>	iPad Case - EC/MNGT, Case for iPhone - EC/MNGT	30.48
<b>AMZN MKTP US MT9HK5HJ0 Total</b>		<b>30.48</b>
<b>AQUA-FLO SUPPLY INC #3</b>	Bubbler heads for Garden	113.00
	Chlorine storage room - parts	242.95
	SCH80 PVC Valves and Fittings	160.52
	Sprinkler heads for Garden	83.37
	Tracer study parts	269.79
	Valves for Turbidity meters	343.42
<b>AQUA-FLO SUPPLY INC #3 Total</b>		<b>1,213.05</b>
<b>ASSOCIATION OF CALIFORNI</b>	ACWA 2018 Regulatory Summit - Registration - 10/16/18 - Sacramento - Director Atkins	270.00
<b>ASSOCIATION OF CALIFORNI Total</b>		<b>270.00</b>

**SCV Water - Regional Division  
Credit Card Charges  
Paid in November 2018**

AT&T BILL PAYMENT	This is not a legitimate charge. Wells Fargo Fraud Department is investigating.	1,249.99
<b>AT&amp;T BILL PAYMENT Total</b>		<b>1,249.99</b>
AUTOMATIONDIRECT.COM	SCADA Panel Material	96.00
<b>AUTOMATIONDIRECT.COM Total</b>		<b>96.00</b>
AV EQUIPMENT	Parts for esp..	429.21
<b>AV EQUIPMENT Total</b>		<b>429.21</b>
BED BATH & BEYOND #651	Events - weights for EZ ups	95.24
<b>BED BATH &amp; BEYOND #651 Total</b>		<b>95.24</b>
BEST BUY 00001131	SCADA computer equipment	209.09
<b>BEST BUY 00001131 Total</b>		<b>209.09</b>
BOX BOX.NET BUS SRVCS	Added users for file sharing service	225.00
<b>BOX BOX.NET BUS SRVCS Total</b>		<b>225.00</b>
CALIFORNIA SOCIETY OF MUN	CSMFO Annual Conference - Registration for AA	370.00
<b>CALIFORNIA SOCIETY OF MUN Total</b>		<b>370.00</b>
CALIFORNIA SPECIAL DISTRI	CSDA Annual Conference - Registration Credit - 9/24-25/18 - Indian Wells - Director Atkins	(650.00)
<b>CALIFORNIA SPECIAL DISTRI Total</b>		<b>(650.00)</b>
COSTCO DELIVERY 653	Office Supplies - Non Taxable	304.47
	Office Supplies - Taxable	492.27
	Refund for Dixie cold cups - wrong size	(14.90)
<b>COSTCO DELIVERY 653 Total</b>		<b>781.84</b>
DAPPER DANS CARWASH	Car Wash Unit# N73	14.00
<b>DAPPER DANS CARWASH Total</b>		<b>14.00</b>
DMI DELL HLTHCR/PTR	Dell 19 inch monitors	436.83
<b>DMI DELL HLTHCR/PTR Total</b>		<b>436.83</b>
FACEBK MFDBTHWJH2	Facebook Ads	500.00
<b>FACEBK MFDBTHWJH2 Total</b>		<b>500.00</b>
FACEBK UVDZJH2KH2	Facebook Ads	458.72
<b>FACEBK UVDZJH2KH2 Total</b>		<b>458.72</b>
FASTENAL COMPANY01	Drill bits	54.56
<b>FASTENAL COMPANY01 Total</b>		<b>54.56</b>
GRAC.ORG	Registration - Rick Viergutz for Webinar	100.00
	Registration for Rick Viergutz Webinar - Approved SLC	75.00
<b>GRAC.ORG Total</b>		<b>175.00</b>
GRAINGER	Digital Flow Meter	246.69
	Pressure gauges	74.46
<b>GRAINGER Total</b>		<b>321.15</b>
HFT HARBOR FRGHT TOOLS	Events - bags to hold EZ Up weights.	43.09
<b>HFT HARBOR FRGHT TOOLS Total</b>		<b>43.09</b>
HYATT REGENCY SACRAMENTO	Hotel - SWC Meeting - Sacramento - 10/17/18-10/18/18	351.20
<b>HYATT REGENCY SACRAMENTO Total</b>		<b>351.20</b>
INCORPORATE MASSAGE HIL	Health Fair - massages	900.00
<b>INCORPORATE MASSAGE HIL Total</b>		<b>900.00</b>
KUPCAKE KITCHEN	Cupcakes for Board Meeting to say goodbye to Beverly Johnson.	112.50
<b>KUPCAKE KITCHEN Total</b>		<b>112.50</b>
LOGMEIN GOTOMEETING	open voice for go-to-meeting	69.37
<b>LOGMEIN GOTOMEETING Total</b>		<b>69.37</b>
LOWES #01510	Bolts	4.34
	Bolts - Returned, wrong type	(4.34)
	Bolts for lobby gate.	2.16
	Cable ties	53.70
	Cleaning supplies	99.29
	Extension cords for Admin cubicles.	135.67
	Garbage Disposer for kitchen sink.	113.88
	Hand Tools	43.76
	Painting touch up supplies. Pipe sealant, pipe thread tape.	20.41
	Plastic tarp	26.81
	Rat bait, rat traps	23.96
	Return extension cords.	(43.76)
	Spray lube for truck# I61 stock.	10.24
	Stainless screws for Turbidity meters	14.09
	Truck # I64 stock/supplies	152.14
	Water filters	78.36
<b>LOWES #01510 Total</b>		<b>730.71</b>
LYFT RIDE THU 5PM	Taxi (Lyft) Tip- SWC Meetings Sacramento - D.Marks - Transaction date was 10/18/18	4.00
	Taxi (Lyft) to Airport - Sacramento - SWC Meetings - D.Marks - Transaction date was 10/18/18	18.87
<b>LYFT RIDE THU 5PM Total</b>		<b>22.87</b>
LYFT RIDE WED 10AM	Taxi (Lyft) from Airport - Sacramento - SWC Meetings - D.Marks - 10/17/18	22.33
<b>LYFT RIDE WED 10AM Total</b>		<b>22.33</b>
MCMMASTER-CARR	Gaskets for side-stream #3 pump at ESFP	487.17
	Return, Gaskets wrong type	(122.34)
	Solenoid Valve - Ozone Sidestream Repair	612.92
<b>MCMMASTER-CARR Total</b>		<b>977.75</b>
NATIONAL WATER RESOURC	NWRA Conference - Registration - 11/7-9/18 - Coronado - M. Stone	920.00
<b>NATIONAL WATER RESOURC Total</b>		<b>920.00</b>
PAPER DIRECT	Holiday Party invites	272.97
<b>PAPER DIRECT Total</b>		<b>272.97</b>

**SCV Water - Regional Division  
Credit Card Charges  
Paid in November 2018**

PARTY CITY 1517	Pumpkin carving tablecloths	21.81
<b>PARTY CITY 1517 Total</b>		<b>21.81</b>
PATTON'S	ESFP Maint. shop supplies	527.43
	ESFP welding table	663.07
<b>PATTON'S Total</b>		<b>1,190.50</b>
PAYPAL ASSOCIATION	AWA/CCWUC Educational Luncheon Program - Registration - 10/24/18 - J. Yim	38.00
<b>PAYPAL ASSOCIATION Total</b>		<b>38.00</b>
PAYPAL SIGNAL	e-News Signal Subscription - Approved SLC	40.00
<b>PAYPAL SIGNAL Total</b>		<b>40.00</b>
PIHRA	PIHRA Santa Clarita Meeting 10/11/18 - J. Joo	39.00
	PIHRA Santa Clarita Meeting 11/08/18 - A. Mantis and L. Pointer	78.00
<b>PIHRA Total</b>		<b>117.00</b>
PRAXAIR DIST INC 70163	Welding supplies	578.92
<b>PRAXAIR DIST INC 70163 Total</b>		<b>578.92</b>
RALPHS #0147	Supplies for Board Meetings	68.53
<b>RALPHS #0147 Total</b>		<b>68.53</b>
RENAISSANCE HOTELS PAL	CSDA Annual Conference - Lodging Credit - First Night - 9/24-25/18 - Indian Wells - Director Atkins	(216.83)
<b>RENAISSANCE HOTELS PAL Total</b>		<b>(216.83)</b>
SANTA CLARITA BEARING COM	O rings for water separator	11.83
	Parts for ESFP.	565.30
<b>SANTA CLARITA BEARING COM Total</b>		<b>577.13</b>
SANTA CLARITA VALLEY CHAM	SCV Chamber Meeting 10/16/18 - J. Brison	75.00
<b>SANTA CLARITA VALLEY CHAM Total</b>		<b>75.00</b>
SHELL OIL 12580997000	car wash - unit N79	21.99
<b>SHELL OIL 12580997000 Total</b>		<b>21.99</b>
SHELL OIL 57444587000	Event - Be the Light 5K - ice	11.00
<b>SHELL OIL 57444587000 Total</b>		<b>11.00</b>
SITEGROUND HOSTING	SCV GSA Web hosting	142.20
<b>SITEGROUND HOSTING Total</b>		<b>142.20</b>
SMARTNFINAL48310204832	POL Committee Snacks for 10/18/18 Meeting	20.00
<b>SMARTNFINAL48310204832 Total</b>		<b>20.00</b>
SOUTHWES 5261492735968	SWC Fall Water Operations Workshop - Airfare - 11/28/18 - Sacramento - E. Velazquez	479.96
<b>SOUTHWES 5261492735968 Total</b>		<b>479.96</b>
SOUTHWES 5261497158925	SWC Fall Conference - Airfare - 11/28/18 - Sacramento - S. Fleury	479.96
<b>SOUTHWES 5261497158925 Total</b>		<b>479.96</b>
SOUTHWES 5261497595737	ACWA 2018 Regulatory Summit - Airfare - 10/16/18 - Sacramento - Director Atkins	479.96
<b>SOUTHWES 5261497595737 Total</b>		<b>479.96</b>
SOUTHWES 5262401318799	SWCs Meeting - Airfare - 10/30/18 - Sacramento - M. Stone	479.96
	SWCs Meeting - Airfare Credit - Meeting Cancelled - 10/30/18 - Sacramento - M. Stone	(479.96)
<b>SOUTHWES 5262401318799 Total</b>		<b>0.00</b>
SOUTHWES 5262401745294	CSDA Legislative Committee Meeting and Strategic Planning Session - Airfare - 11/2/18 - Sacramento - Director Atkins	479.96
<b>SOUTHWES 5262401745294 Total</b>		<b>479.96</b>
SOUTHWES 5262402208233	SWC OME Committee Meeting - Airfare - 11/1/18 - Sacramento - D. Marks	479.96
<b>SOUTHWES 5262402208233 Total</b>		<b>479.96</b>
SPUDNUTS BAKERY CROISSANT	10/20 landscape class donuts	47.48
<b>SPUDNUTS BAKERY CROISSANT Total</b>		<b>47.48</b>
SWAGELOK-VENTURA	Leak Detector snoop parts (shipping & tax charged separately on 10/5)	97.82
	Shipping and tax for snoop leak detector (parts charged separately on 10/3)	41.23
<b>SWAGELOK-VENTURA Total</b>		<b>139.05</b>
TARGET 00002576	Supplies for Board Meetings	29.40
<b>TARGET 00002576 Total</b>		<b>29.40</b>
TEPCO ELEVATOR PARTS	Magnetic Switches	175.14
<b>TEPCO ELEVATOR PARTS Total</b>		<b>175.14</b>
THE HOME DEPOT #0653	Ballast for Admin office	135.62
<b>THE HOME DEPOT #0653 Total</b>		<b>135.62</b>
THE HOME DEPOT #1055	1/2 inch ridged conduit	35.04
	Combination square tool	15.30
	Connectors, ESFP Turbidity meters	45.00
	Water filters	49.24
	Work Gloves	10.91
<b>THE HOME DEPOT #1055 Total</b>		<b>155.49</b>
THE HOME DEPOT 1055	Tools for truck# I64	578.12
<b>THE HOME DEPOT 1055 Total</b>		<b>578.12</b>
UBER TRIP DBSEQ	SWCs AF Committee Meeting - Taxi (Uber) - 10/3/18 - Sacramento - M. Stone	23.74
<b>UBER TRIP DBSEQ Total</b>		<b>23.74</b>
UBER TRIP OHOLB	SWCs AF Committee Meeting - Taxi (Uber) - 10/3/18 - Sacramento - M. Stone	20.42
<b>UBER TRIP OHOLB Total</b>		<b>20.42</b>
UCLA EXTENSION CASHIER	S.Fleury - UCLA Successful CEQA Compliance - Registration - Nov 15-16, 2018	395.00
<b>UCLA EXTENSION CASHIER Total</b>		<b>395.00</b>
V.S.P. PARKING BURBANK	Parking at Burbank Airport - SWC Meeting Sacramento 10/17/18-10/18/18	26.00
	SWCs AF Committee Meeting - Parking - 10/3/18 - Sacramento - M. Stone	20.00
<b>V.S.P. PARKING BURBANK Total</b>		<b>46.00</b>
VALLEY INDUSTRIAL ASSOCIA	VIA Monthly Luncheon - Registration - 10/16/18 - Director Atkins	50.00
	VIA Monthly Luncheon - Registration Credit - 10/16/18 - Director Atkins	(50.00)
<b>VALLEY INDUSTRIAL ASSOCIA Total</b>		<b>0.00</b>

**SCV Water - Regional Division  
Credit Card Charges  
Paid in November 2018**

VARIDESK	Varidesk - Monitor Arms for AM in HR	213.53
<b>VARIDESK Total</b>		<b>213.53</b>
VONS #3325	10/18 landscape class desserts	35.98
	Distilled Water for Battery Maintenance	8.18
<b>VONS #3325 Total</b>		<b>44.16</b>
WATERSMART INNOVATIONS	WaterSmart Innovations 2018 Conference, Las Vegas - 10/2-5/18 - Resort Tour Credit - C. Halushka	(35.00)
<b>WATERSMART INNOVATIONS Total</b>		<b>(35.00)</b>
WESTERN BAGEL TOO 4	10/20 landscape class bagels	52.65
<b>WESTERN BAGEL TOO 4 Total</b>		<b>52.65</b>
WPONCALL.COM	GSA Website Maint.- Monthly.	49.00
<b>WPONCALL.COM Total</b>		<b>49.00</b>
WWW.LORMAN.COM	Lorman All Access Pass - Registration - Online Classes - J. Yim	327.41
<b>WWW.LORMAN.COM Total</b>		<b>327.41</b>
<b>Subtotal</b>		<b>23,762.86</b>

**Employee Meals**

Merchant Name	Description	Total
ALBERTSONS 1360	10/22/2018 Team Building BBQ - Regional	150.10
<b>ALBERTSONS 1360 Total</b>		<b>150.10</b>
CALI PIZZA KITC INC #260	Monthly luncheon with Manager - M. Stone and B. Johnson re: Finance Issues	40.80
<b>CALI PIZZA KITC INC #260 Total</b>		<b>40.80</b>
CHEESECAKE VALENCIA	Teambuilding lunch. Attendees: B Lytle, J Hithe, J Weiherer, C Graziano, S Rave	130.02
<b>CHEESECAKE VALENCIA Total</b>		<b>130.02</b>
EGGS N THINGS	Monthly luncheon with Manager - M. Stone and K. Martin re: Public Affairs Issues	38.59
<b>EGGS N THINGS Total</b>		<b>38.59</b>
MIMIS CAFE 36	Meeting with B. Johnson, K. Willson - discuss customer service matters	36.09
<b>MIMIS CAFE 36 Total</b>		<b>36.09</b>
NOTHING BUNDT CAKES 75	WR Oct Staff Bdays - Approved SLC	41.00
<b>NOTHING BUNDT CAKES 75 Total</b>		<b>41.00</b>
RATTLERS BAR B QUE - 1	Lunch meeting: CP, RP, EC	47.72
<b>RATTLERS BAR B QUE - 1 Total</b>		<b>47.72</b>
SALT CREEK GRILLE	Monthly luncheon with Manager - M. Stone and E. Campbell re: Administration and Finance Issues	54.33
<b>SALT CREEK GRILLE Total</b>		<b>54.33</b>
STARBUCKS STORE 05627	Meeting with Jim Leserman regarding SCVWA Saugus Formation VOC Issues	5.60
<b>STARBUCKS STORE 05627 Total</b>		<b>5.60</b>
STARBUCKS STORE 10852	Castaic Lagoon & facility tour with WR Staff	11.50
<b>STARBUCKS STORE 10852 Total</b>		<b>11.50</b>
STONEFIRE GRILL - 5	Meeting with Jim Leserman	29.95
<b>STONEFIRE GRILL - 5 Total</b>		<b>29.95</b>
TRADER JOE'S #013 QPS	10/22/2018 Team Building BBQ - Regional	16.76
<b>TRADER JOE'S #013 QPS Total</b>		<b>16.76</b>
VALLARTA SUPERMARK	10/08/2018 Team Building BBQ - Regional	148.22
<b>VALLARTA SUPERMARK Total</b>		<b>148.22</b>
WOLF CREEK RESTAURANT & B	Beverly Johnson's Retirement Lunch-BJ, RP, GM, JM, KH, LM, RO, YJ, AA	211.09
<b>WOLF CREEK RESTAURANT &amp; B Total</b>		<b>211.09</b>
<b>Subtotal</b>		<b>961.77</b>

**Grand Total** **24,724.63**

**NWD Credit Card Register - American Express**

**For the month ending November 30, 2018**

<b>Merchant Name</b>	<b>Description</b>	<b>Total</b>
AMEXGiftCard.com	Holiday Employee Gift Cards	10,674.95
LAZ Parking	Parking- DDW Meeting	7.00
Watteredge	Air Cooled Cables	2,698.00
Hellosign	Online Application Processing Service	480.00
Sage Software	ACCPAC Software Licenses	1,960.28
GoDaddy.com	Web Hosting	2.99
CTC*Constant Contact	Monthly Electronic Newsletter Database	95.00
X-ACT Technology	Monthly IT Support Service	3,000.00
Spamtitan	REFUND- Spam Filter Subscription	(495.00)
WEB*Networksolutions	Web Hosting & Web Forwarding	13.98
Amazon.com	Office Supplies	27.00
	Cell Phone Cases	37.40
	Service Charge	7.31
	Printer	383.24
Amazon.com Total		454.95
<b>Subtotal American Express</b>		<b>18,892.15</b>
<b>Employee Meals- American Express</b>		
Sharkey's	Business lunch meeting Q1 Review - M. Alvord & G. Garcia	25.26
La Charrita Restaurant	Business lunch meeting Q1 Review - M. Alvord & R. Hitchen	24.81
Stonefire Grill	Business lunch meeting - M. Alvord & M. Stone	26.46
<b>Subtotal</b>		<b>76.53</b>
<b>Grand Total American Express</b>		<b>18,968.68</b>

**NWD Credit Card Register - US Bank Visa**

**For the month ending November 30, 2018**

<b>Merchant Name</b>	<b>Description</b>	<b>Total</b>
Walmart SuperCenter	Peak Blue DEF Diesel Exhaust Fluid	27.31
	Office/Kitchen Supplies	85.64
Walmart SuperCenter Total		112.95
Amazon.com	Kitchen Supplies	61.98
	Kitchen Supplies	101.02
Amazon.com Total		163.00
Dapper Dan's Carwash	Car Wash #55	29.95
	Car Wash #73	19.95
Dapper Dan's Carwash Total		49.90
Office Max/Depot	Office Supplies	80.84
Tommy's	Lunch for crew on Valencia Leak @ COC	74.35
Sam's Club	Office Supplies	233.29
<b>Subtotal US Bank Visa</b>		<b>714.33</b>
<b>Employee Meals- US Bank Visa</b>		
Firehouse Subs	Business lunch meeting - J. Jenkins & D. Salas	23.56
<b>Subtotal</b>		<b>23.56</b>
<b>Grand Total US Bank Visa</b>		<b>737.89</b>

<b>SCWD</b>		
<b>Credit Card Register</b>		
<b>For the Month Ended November 30, 2018</b>		
<b>Merchant Name</b>	<b>Description</b>	<b>Total</b>
<b>Amazon Total</b>	Engineering Supplies - Inspectors	<b>\$73.86</b>
Best Buy	Phone Accessories - K. Abercrombie	\$120.42
	Phone Accessories - K. Abercrombie	\$65.68
<b>Best Buy Total</b>		<b>\$186.10</b>
BNP*ENR/AR/NEWS/PS	Annual Subscription - B. Payne	\$98.00
	Refund of Duplicate Charge for Annual Subscription - B. Payne	-\$98.00
<b>BNP*ENR/AR/NEWS/PS Total</b>		<b>\$0.00</b>
Canon Solutions AMER Inc.	Paper Supplies (11x17) - Engineering	\$40.79
	Paper Supplies (8.5x11), 5 for CS/Finance & 3 for Engineering	\$254.04
<b>Canon Solutions AMER Inc. Total</b>		<b>\$294.83</b>
<b>CVS/Pharmacy Total</b>	Get Well Card - EOG	<b>\$4.37</b>
Dept. of Housing/Community	Commercial Modular Registration Renewal - Warehouse - Serial #5158301	\$66.00
	Commercial Modular Registration Renewal - Warehouse - Serial #5158302	\$66.00
	Commercial Modular Registration Renewal - Warehouse - Serial #5158303	\$66.00
<b>Dept. of Housing/Community Total</b>		<b>\$198.00</b>
<b>DT*DULUTH TRADING CO Total</b>	Engineering Supplies - Inspectors	<b>\$143.92</b>
<b>Etsy.com Total</b>	DOM Chili Cook Off Trophy - Warehouse	<b>\$43.99</b>
<b>John M. Ellsworth Total</b>	Fuel Tank Parts - Warehouse	<b>\$175.91</b>
<b>L2G*EPIC-LA Total</b>	Emergency Repair - VWD After Hours Inspection, Ref# PWRP2018006010	<b>\$506.00</b>
Modern Parking	Los Angeles County Women's Leadership Conference Parking 11/29/18 - L. Quintero	\$15.00
	Los Angeles County Women's Leadership Conference Parking 11/29/18 - L. Terranova	\$15.00
<b>Modern Parking Total</b>		<b>\$30.00</b>
Panera Bread	Executive Staff Meeting - 11/13/18	\$165.83
	Executive Staff Meeting - 12/4/18	\$177.20
<b>Panera Bread Total</b>		<b>\$343.03</b>
PayPal	Los Angeles County Women's Leadership Conference Registration 11/13/18 - E. Kang	\$85.00
	Assoc. of Water Agencies of Ventura County Registration 11/13/18 - G. Haggin	\$38.00
	Water Meter Gaskets - Warehouse	\$101.70
<b>PayPal Total</b>		<b>\$224.70</b>
<b>Stater Brothers Total</b>	Executive Staff Meeting - 12/2/18	<b>\$5.28</b>
USPS	Trimble Unit sent for repair 11/26/18 - Warehouse	\$7.25
	Valve Machine Part sent for repair 12/3/18 - Warehouse	\$10.15
<b>USPS Total</b>		<b>\$17.40</b>
<b>Walmart Total</b>	Executive Staff Meeting - 11/13/18	<b>\$8.96</b>
<b>Employee Meals</b>		
CA Fish Grill	Lunch Meeting to Review Monument Sign 11/13/18 - M. Stone & K. Abercrombie	\$33.47
California Pizza Kitchen	Lunch Meeting VWD Year End Accounting Discussion 11/21/18 - B. Johnson & K. Abercrombie	\$35.38
Rattlers	Lunch Meeting for Upcoming DWR Shutdown 11/28/18 - G. Haggin & K. Abercrombie	\$34.52
<b>Subtotal</b>		<b>\$103.37</b>
<b>Grand Total</b>		<b>\$2,359.72</b>



**Santa Clarita Valley Water Agency  
Valencia Water Division  
Credit Card Register  
As of November 30, 2018**

**Wells Fargo MasterCard**

<b>Merchant Name</b>	<b>Description</b>	<b>Total</b>
HughesNet.com	EOC Internet Comm Service Fee, 10/25/18-11/25/18	387.88
GoTo Meeting	GoTo Meeting Account	468.00
Huber A Chavez	Bumper Repair	453.20
<b>Sub Total</b>		<b>1,309.08</b>
<b>Employee Meals</b>		
Olive Terrace	B.Johnson Retirement	925.06
Habit Burger	IT Team - Dinner, Night Work	57.14
<b>Sub Total</b>		<b>982.20</b>
<b>Grand Total - Wells Fargo MasterCard</b>		<b>2,291.28</b>

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# Wire Disbursements

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**Santa Clarita Valley Water Agency**  
**All Divisions**  
**Outgoing Wire Transfers / ACH's**  
**From: November 1, 2018 to November 30, 2018**

<u>Regional Division</u>		
<u>Wire/ACH Recipient</u>	<u>Description</u>	<u>Amount</u>
Payroll & Stipends	Pay Date 11/16	\$ 561,479.40
Payroll	Pay Date 11/30	537,394.70
Payroll	Pay Date 11/2	535,485.06
CalPERS	Medical Insurance - December	199,750.18
IRS/EDD	Taxes & Withholdings - 11/2 Pay date	157,476.54
IRS/EDD	Taxes & Withholdings - 11/16 Pay date	151,158.61
CalPERS	Retirement - 10/19 Pay date	89,364.41
CalPERS	Retirement - 11/2 Pay date	89,288.74
Lincoln	Deferred Comp - 11/2 Pay date	73,196.06
Lincoln	Deferred Comp - 11/16 Pay date	72,433.57
Wells Fargo	Oct P-card Charges; Paid in Nov	24,724.63
Kemira	Purchase of Ferric Chloride Solution	11,811.66
Reliance	Long Term Disability Prem - Nov	6,259.40
Wells Fargo	New Scanning Hardware & Supplies	786.11
	Total	<u>\$ 2,510,609.07</u>

<u>Newhall Water Division</u>		
<u>Wire Recipient</u>	<u>Description</u>	<u>Amount</u>
SCVWA	October Water Purchases & Lab	244,752.03
SCVWA	Due from Reimbursement	213,297.50
CalPERS	Retirement 11/02/18 Pay date	26,207.51
CalPERS	Retirement 10/19/18 Pay date	15,103.79
M. Stambaugh	Mammoth Cell Lease	6,115.62
SCVWA	Due from Reimbursement	4,146.19
Transaction Warehouse	Web Payment Fee	3,469.90
Infosend, INC	Bill Preparation and Postage	2,689.80
	Total	<u>\$ 515,782.34</u>

<u>Santa Clarita Water Division</u>		
<u>Wire Recipient</u>	<u>Description</u>	<u>Amount</u>
SCVWA Regional	October Due From Reimbursement	769,650.49
SCVWA Regional	October Fixed and Wells	663,165.16
SCVWA Regional	October Variable Water & Lab	448,601.38
	Total	<u>\$ 1,881,417.03</u>

<u>Valencia Water Division</u>		
<u>Wire Recipient</u>	<u>Description</u>	<u>Amount</u>
Franchise Tax Board	VWC State Income Taxes	\$ 183,598.00
	Total	<u>\$ 183,598.00</u>

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# Director Stipends

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**DIRECTORS STIPENDS PAID OCTOBER 2018**  
**For the Month of November 2018**

**Director B. J. Atkins**

<b>Date</b>	<b>Meeting</b>	<b>Amount</b>
11/02/18	CSDA Legislative Committee Meeting and Strategic Planning Session	\$228.15
11/06/18	Regular Board Meeting	\$228.15
11/15/18	Public Outreach and Legislation Committee Meeting	\$228.15
11/19/18	Finance and Administration Committee Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/26/18	ACWA 2018 Fall Conference - Travel Day	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$228.15
11/30/18	ACWA 2018 Fall Conference - Travel Day	\$228.15
	<b>Stipend Total</b>	<b>\$2,281.50</b>
	<b>Total Paid Days</b>	<b>10</b>
	<b>Total Meetings</b>	<b>10</b>

**Director Tom Campbell**

<b>Date</b>	<b>Meeting</b>	<b>Amount</b>
11/06/18	Regular Board Meeting	\$228.15
11/14/18	Water Resources and Outreach Committee Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
	<b>Stipend Total</b>	<b>\$1,140.75</b>
	<b>Total Paid Days</b>	<b>5</b>
	<b>Total Meetings</b>	<b>5</b>

**Director Ed Colley**

<b>Date</b>	<b>Meeting</b>	<b>Amount</b>
11/06/18	Regular Board Meeting	\$228.15
11/06/18	USCVJPA Meeting	\$0.00
11/20/18	Regular Board Meeting	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$228.15
11/30/18	ACWA 2018 Fall Conference	\$228.15
	<b>Stipend Total</b>	<b>\$1,368.90</b>
	<b>Total Paid Days</b>	<b>6</b>
	<b>Total Meetings</b>	<b>7</b>

**Director Kathy Colley**

<b>Date</b>	<b>Meeting</b>	<b>Amount</b>
11/06/18	Regular Board Meeting	\$228.15
11/14/18	Water Resources and Watershed Committee Meeting	\$228.15
11/15/18	Public Outreach and Legislation Committee Meeting	\$228.15
11/20/18	Regular Board Meeting	\$0.00
	<b>Stipend Total</b>	<b>\$684.45</b>
	<b>Total Paid Days</b>	<b>3</b>
	<b>Total Meetings</b>	<b>4</b>

Director William Cooper

Date	Meeting	Amount
11/06/18	Regular Board Meeting	\$228.15
11/06/18	USCVJPA Meeting	\$0.00
11/14/18	Water Resources and Watershed Committee Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/26/18	ACWA 2018 Fall Conference	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$228.15
11/30/18	ACWA 2018 Fall Conference	\$228.15
	<b>Stipend Total</b>	<b>\$1,825.20</b>
	<b>Total Paid Days</b>	<b>8</b>
	<b>Total Meetings</b>	<b>9</b>

Director Robert DiPrimio

Date	Meeting	Amount
11/06/18	Regular Board Meeting	\$228.15
11/14/18	Water Resources and Watershed Committee Meeting	\$228.15
11/19/18	Finance and Administration Committee Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$228.15
	<b>Stipend Total</b>	<b>\$1,597.05</b>
	<b>Total Paid Days</b>	<b>7</b>
	<b>Total Meetings</b>	<b>7</b>

Director Dean Efstathiou

Date	Meeting	Amount
11/06/18	Regular Board Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/27/18	ACWA 2018 Fall Conference	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$228.15
11/30/18	ACWA 2018 Fall Conference	\$228.15
	<b>Stipend Total</b>	<b>\$1,368.90</b>
	<b>Total Paid Days</b>	<b>6</b>
	<b>Total Meetings</b>	<b>6</b>

Director Jerry Gladbach

Date	Meeting	Amount
11/06/18	NWRA 87th Annual Conference Travel Day	\$228.15
11/07/18	NWRA 87th Annual Conference	\$228.15
11/08/18	NWRA 87th Annual Conference	\$228.15
11/09/18	NWRA 87th Annual Conference	\$228.15
11/14/18	Water Resources and Watershed Committee Meeting	\$228.15
11/15/18	Public Outreach and Legislation Committee Meeting	\$228.15
11/16/18	ACWA Board Meeting	\$228.15
11/20/18	Regular Board Meeting	\$228.15
11/27/18	ACWA Board and Federal Affairs Committee Meetings	\$228.15
11/28/18	ACWA 2018 Fall Conference	\$228.15
11/29/18	ACWA 2018 Fall Conference	\$0.00
	<b>Stipend Total</b>	<b>\$2,281.50</b>
	<b>Total Paid Days</b>	<b>10</b>
	<b>Total Meetings</b>	<b>11</b>

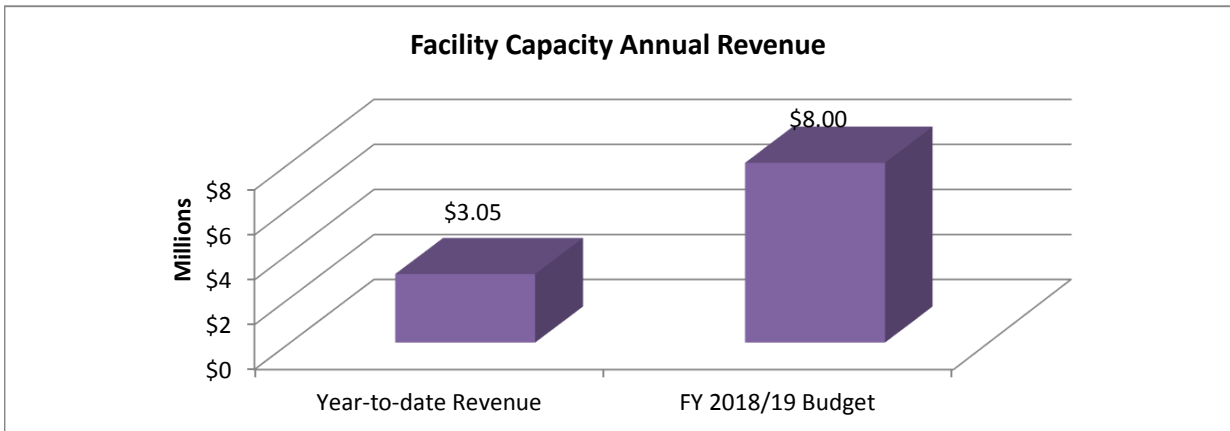
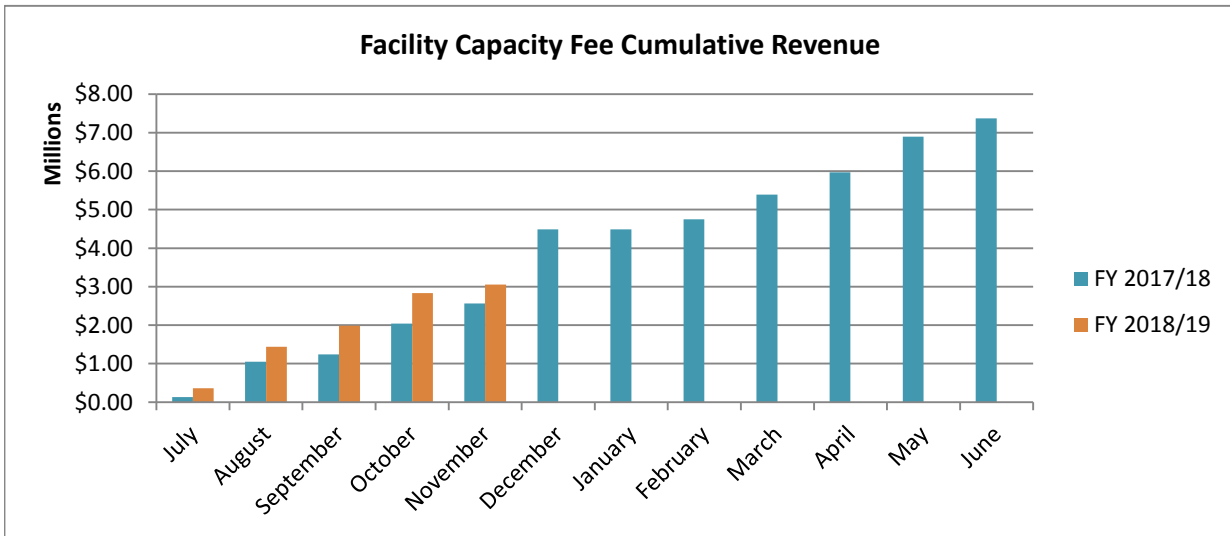
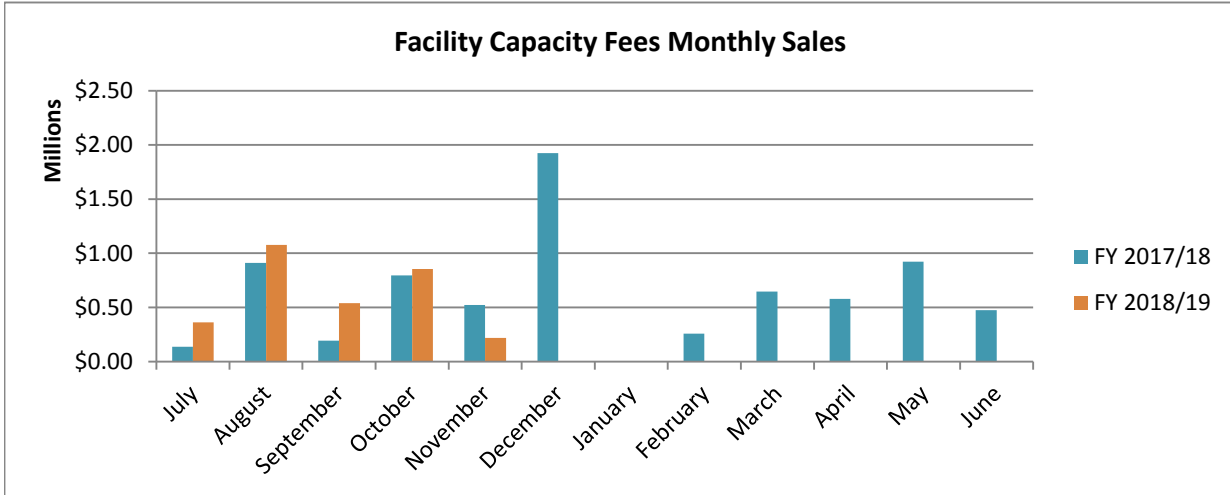




# Facility Capacity Fee Revenues

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## REGIONAL DIVISION FACILITY CAPACITY FEE REVENUES FY 2018/19 as of November 30, 2018



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# Variable Rate Demand Obligations

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2008A VRDO Performance

Date	Bond Rate	Bond Rate including fees	Rate Decrease**
7/16/2014	0.04%	4.10%	
7/23/2014	0.05%	4.11%	
7/30/2014	0.05%	0.60%	Swap termination.
12/7/2016	0.58%	1.13%	2.98%
12/14/2016	0.66%	1.21%	2.90%
12/21/2016	0.69%	1.24%	2.87%
12/28/2016	0.69%	1.24%	2.87%
1/4/2017	0.64%	1.19%	2.92%
1/11/2017	0.64%	1.19%	2.92%
1/18/2017	0.64%	1.19%	2.92%
1/25/2017	0.64%	1.19%	2.92%
2/1/2017	0.64%	1.19%	2.92%
2/8/2017	0.63%	1.18%	2.93%
2/15/2017	0.63%	1.18%	2.93%
2/22/2017	0.62%	1.17%	2.94%
3/1/2017	0.60%	1.15%	2.96%
3/8/2017	0.62%	1.17%	2.94%
3/15/2017	0.72%	1.27%	2.84%
3/22/2017	0.80%	1.35%	2.76%
3/29/2017	0.87%	1.42%	2.69%
4/5/2017	0.87%	1.42%	2.69%
4/12/2017	0.86%	1.41%	2.70%
4/19/2017	0.90%	1.45%	2.66%
4/26/2017	0.90%	1.45%	2.66%
5/3/2017	0.82%	1.37%	2.74%
5/10/2017	0.77%	1.32%	2.79%
5/17/2017	0.75%	1.30%	2.81%
5/24/2017	0.75%	1.30%	2.81%
5/31/2017	0.73%	1.28%	2.83%
6/7/2017	0.72%	1.27%	2.84%
6/14/2017	0.78%	1.33%	2.78%
6/21/2017	0.81%	1.36%	2.75%
6/28/2017	0.86%	1.41%	2.70%
7/5/2017	0.81%	1.36%	2.75%
7/12/2017	0.78%	1.33%	2.78%
7/19/2017	0.78%	1.33%	2.78%
7/26/2017	0.83%	1.38%	2.73%
8/2/2017	0.74%	1.29%	2.82%
8/9/2017	0.74%	1.29%	2.82%
8/16/2017	0.73%	1.28%	2.83%
8/23/2017	0.75%	1.30%	2.81%
8/30/2017	0.75%	1.30%	2.81%
9/6/2017	0.75%	1.30%	2.81%
9/13/2017	0.80%	1.35%	2.76%
9/20/2017	0.85%	1.40%	2.71%
9/27/2017	0.91%	1.46%	2.65%
10/4/2017	0.89%	1.44%	2.67%
10/11/2017	0.89%	1.44%	2.67%
10/18/2017	0.89%	1.44%	2.67%
10/25/2017	0.90%	1.45%	2.66%
11/1/2017	0.90%	1.45%	2.66%
11/8/2017	0.90%	1.45%	2.66%
11/15/2017	0.90%	1.45%	2.66%

2008A VRDO Performance

<b>Date</b>	<b>Bond Rate</b>	<b>Bond Rate including fees</b>	<b>Rate Decrease**</b>
11/22/2017	0.94%	1.49%	2.62%
11/29/2017	0.94%	1.49%	2.62%
12/6/2017	0.96%	1.51%	2.60%
12/13/2017	1.08%	1.63%	2.48%
12/20/2017	1.38%	1.93%	2.18%
12/27/2017	1.60%	2.15%	1.96%
1/3/2018	1.40%	1.95%	2.16%
1/10/2018	1.28%	1.83%	2.28%
1/17/2018	1.15%	1.70%	2.41%
1/24/2018	1.04%	1.59%	2.52%
1/31/2018	0.99%	1.54%	2.57%
2/7/2018	0.88%	1.43%	2.68%
2/14/2018	0.93%	1.48%	2.63%
2/21/2018	1.00%	1.55%	2.56%
2/28/2018	1.03%	1.58%	2.53%
3/7/2018	1.04%	1.59%	2.52%
3/14/2018	1.11%	1.66%	2.45%
3/21/2018	1.28%	1.83%	2.28%
3/28/2018	1.46%	2.01%	2.10%
4/4/2018	1.53%	2.08%	2.03%
4/11/2018	1.58%	2.13%	1.98%
4/18/2018	1.67%	2.22%	1.89%
4/25/2018	1.64%	2.19%	1.92%
5/2/2018	1.51%	2.06%	2.05%
5/9/2018	1.35%	1.90%	2.21%
5/16/2018	1.20%	1.75%	2.36%
5/23/2018	0.95%	1.50%	2.61%
5/30/2018	0.83%	1.38%	2.73%
6/6/2018	0.83%	1.38%	2.73%
6/13/2018	1.15%	1.70%	2.41%
6/20/2018	1.30%	1.85%	2.26%
6/27/2018	1.30%	1.85%	2.26%
7/4/2018	0.95%	1.50%	2.61%
7/11/2018	0.90%	1.45%	2.66%
7/18/2018	0.85%	1.40%	2.71%
7/25/2018	0.69%	1.24%	2.87%
8/1/2018	1.09%	1.64%	2.47%
8/8/2018	1.22%	1.77%	2.34%
8/15/2018	1.26%	1.81%	2.30%
8/22/2018	1.28%	1.83%	2.28%
8/29/2018	1.28%	1.83%	2.28%
9/5/2018	1.25%	1.80%	2.31%
9/12/2018	1.24%	1.79%	2.32%
9/19/2018	1.24%	1.79%	2.32%
9/26/2018	1.29%	1.84%	2.27%
10/3/2018	1.27%	1.82%	2.29%
10/10/2018	1.26%	1.81%	2.30%
10/17/2018	1.29%	1.84%	2.27%
10/24/2018	1.29%	1.84%	2.27%
10/31/2018	1.28%	1.83%	2.28%
11/7/2018	1.28%	1.83%	2.28%
11/14/2018	1.32%	1.87%	2.24%
11/21/2018	1.34%	1.89%	2.22%
11/28/2018	1.35%	1.90%	2.21%

# Director Reimbursements

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CA Govt. Code Section 53065.5

List of Reimbursement for "Individual Charges" = \$100 or more

Annual Disclosure for Fiscal Year 18/19

Updated as of: 11/30/18

**DIRECTORS**

Date of Reimbursement	Recipient of Reimbursement	Reason for Reimbursement	Amount of Reimbursement
08/06/18	Atkins, B.J.	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
08/30/18	Atkins, B.J.	M/C Charge - SCWC Annual Dinner meeting, 10/25/18 - Registration	225.00
09/10/18	Atkins, B.J.	M/C Charge - CSDA 2018 Annual Conference, 9/24-27/18 - Registration	650.00
09/25/18	Atkins, B.J.	M/C Charge - CSDA 2018 Annual Conference, 9/24-27/18 - Lodging - No show Charge (Credit due)	216.83
08/06/18	Campbell, Thomas	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
07/31/18	Cooper, Bill	M/C Charge - ACWA/JPIA Training, 9/26-9/27/18 - Registration	190.00
08/06/18	Cooper, Bill	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
10/18/18	Cooper, Bill	ACWA Board Meeting Sacramento, 9/27-9/28-18 - (Miles, parking, Rail or Bus, Airfare)	256.33
10/18/18	Cooper, Bill	ACWA Board Meeting Sacramento, 9/27-9/28-18 - (Lodging)	194.68
08/06/18	DiPrimo, Robert	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
08/06/18	Efstathiou, Dean	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
09/13/18	Efstathiou, Dean	UWI Conference, 8/22-8/24/18 - Expense (Meals and Lodging)	296.99
09/13/18	Efstathiou, Dean	UWI Conference, 8/22-8/24/18 - Travel Expense (Mileage and Parking)	156.26
09/13/18	Efstathiou, Dean	M/C Charge - SCWC Annual Meeting and Dinner, 10/25/18 - Registration	225.00
09/13/18	Gladbach, Edward	ACWA Conference, 7/27/18 - Travel Expense (Mileage, Parking, Taxi and Airfare)	664.16
09/13/18	Gladbach, Edward	ACWA Conference, 8/10/18 - Travel Expense (Mileage, Parking, Shuttle and Airfare)	606.66
09/13/18	Gladbach, Edward	ACWA Conference, 8/28/18 - Travel Expense (Mileage, Parking, Auto Rental and Airfare)	651.68
09/21/18	Gladbach, Edward	NWRA Seminar, 7/31-8/4/18 - Expense (Meals and Lodging)	984.82
09/21/18	Gladbach, Edward	NWRA Seminar, 7/31-8/4/18 - Travel Expense (Mileage, Gasoline and Airfare)	885.37
09/21/18	Gladbach, Edward	NWRA Seminar, 7/31-8/4/18 - Registration	625.00
07/25/18	Kelly, RJ	M/C Charge - CSDA 2018 Annual Conference, 9/24-9/27/18 - Registration	600.00
08/06/18	Kelly, RJ	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
09/05/18	Kelly, RJ	M/C Charge - Policy and Procedure Writing-CSDA 2018 Annual Conference, 9/24/18 - Registration	225.00
09/08/18	Kelly, RJ	M/C Charge - CSDA 2018 Annual Conference - Lodging Deposit, 9/24-9/27/18 - Registration	193.98
10/18/18	Kelly, RJ	CSDA Fall Conference 2018, ( Miles & Parking)	229.99
10/18/18	Kelly, RJ	CSDA Fall Conference 2018, - ( Lodging & Meals)	674.52
08/06/18	Martin, Gary R.	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
08/06/18	McMillan, Jacquelyn	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	699.00
08/08/18	McMillan, Jacquelyn	SCWD Luncheon 7/20 & 7/25/18 - Registration	75.00
08/08/18	McMillan, Jacquelyn	SCWD Luncheon 7/20 & 7/25/18 - Expense (Meal)	13.70
08/08/18	McMillan, Jacquelyn	SCWD Luncheon 7/20 & 7/25/18 - Mileage	173.31
09/13/18	McMillan, Jacquelyn	UWI Conference, 8/22-8/24/18 - Expense (Meals and Lodging)	531.18
09/13/18	McMillan, Jacquelyn	UWI Conference, 8/22-8/24/18 - Travel Expense (Mileage)	239.29
09/13/18	McMillan, Jacquelyn	UWI Conference, 8/22-8/24/18 - Registration	425.00
10/18/18	McMillan, Jacquelyn	SCE Annual Water Conference in Inwindale, 9-05/9-11/9-20/18 (Miles)	140.61
10/18/18	McMillan, Jacquelyn	SCE Annual Conference @ Renaissance India Wells Resort, 9/23-9/27/18 (CSDA Annual Conference)	600.00
10/18/18	McMillan, Jacquelyn	SCE Annual Conference @ Renaissance India Wells Resort, 9/23-9/27/18 (Miles)	175.49
10/18/18	McMillan, Jacquelyn	SCE Annual Conference @ Renaissance India Wells Resort, 9/23-9/27/18 (Lodging & Meals)	899.86
08/06/18	Plambeck, Lynne	M/C Charge - ACWA/JPIA Training, 11/27-30/18 - Registration	555.00

18,172.71

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ITEM NO.  
6.8

## BOARD MEMORANDUM

**DATE:** January 15, 2019  
**TO:** SCVWA Board of Directors  
**FROM:** April Jacobs  
Board Secretary *aj*  
**SUBJECT:** Approve a Resolution Approving and Accepting Negotiated Exchange of Property Tax Revenues Resulting from Annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1098

---

### SUMMARY

The County Sanitation Districts of Los Angeles County is requesting approval and acceptance of a negotiated exchange of property tax revenues resulting from annexation to Santa Clarita Valley Sanitation District Annexation No. SCV-1098.

### DISCUSSION

The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided in an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01).

### RECOMMENDATION

That the Board of Directors approve the attached Negotiated Tax Exchange Resolution resulting from annexation to the Santa Clarita Valley Sanitation District Annexation No. SCV-1098.

AMJ

Attachment

*MBS*

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## COUNTY SANITATION DISTRICTS OF LOS ANGELES COUNTY

1955 Workman Mill Road, Whittier, CA 90601-1400  
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998  
Telephone: (562) 699-7411, FAX: (562) 699-5422  
www.lacsd.org

GRACE ROBINSON HYDE  
Chief Engineer and General Manager

January 10, 2019

General Annexation File

Ms. April Jacobs, Board Secretary  
Santa Clarita Valley Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, CA 91350

Dear Ms. Jacobs:

### Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your agency and others. The applicant has requested, in writing, annexation of his property into the Santa Clarita Valley Sanitation District (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your agency will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your agency would only be giving up a portion of the revenues it would receive on increased assessed valuation.

<u>Annexation No.</u>	<u>Type of Project</u>
SCV-1098	one proposed office building

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your agency, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your agency. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,  
Donna J. Curry



Customer Service Specialist  
Facilities Planning Department

DC:

Enclosures: SCV-1098

**RESOLUTION NO. \_\_\_\_\_**

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES  
ACTING IN BEHALF OF

Los Angeles County General Fund  
Los Angeles County Library  
Los Angeles County Road District #5  
Los Angeles County Consolidated Fire Protection District  
Los Angeles County Lighting Maintenance District No. 1687  
Los Angeles County Flood Control

THE BOARD OF DIRECTORS OF SANTA CLARITA VALLEY SANITATION DISTRICT OF LOS  
ANGELES COUNTY, AND THE GOVERNING BODIES OF

Greater Los Angeles County Vector Control District  
Antelope Valley Resource Conservation District  
Santa Clarita Valley Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES  
RESULTING FROM ANNEXATION TO SANTA CLARITA VALLEY SANITATION DISTRICT.

**"ANNEXATION NO. 1098"**

**WHEREAS**, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

**WHEREAS**, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to Santa Clarita Valley Sanitation District entitled *Annexation No. 1098*;

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to Santa Clarita Valley Sanitation District in the annexation entitled *Annexation No. 1098* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2018 or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to Santa Clarita Valley Sanitation District a total of 0.9930163 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 1098* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to Santa Clarita Valley Sanitation District as a result of annexation entitled *Annexation No. 1098*.

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of Santa Clarita Valley Sanitation District of Los Angeles County, and the governing bodies of Greater Los Angeles County Vector Control District, Antelope Valley Resource Conservation District, and Santa Clarita Valley Water Agency, signatory hereto.

SANTA CLARITA VALLEY WATER  
AGENCY

\_\_\_\_\_  
SIGNATURE

ATTEST:

\_\_\_\_\_  
PRINT NAME AND TITLE

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**(SIGNED IN COUNTERPART)**

ANNEXATION TO: STA CLRTA VLY SANIT DIS OF LA CO  
 ACCOUNT NUMBER: 067.35  
 TRA: 09155  
 EFFECTIVE DATE: 07/01/2019  
 ANNEXATION NUMBER: 1098  
 DISTRICT SHARE: 0.017673419  
 PROJECT NAME: A-SCV-1098

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.280677882	28.0689 %	0.017673419	0.004960550	-0.005076355	0.275601527
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000105933	0.0105 %	0.017673419	0.000001872	0.000000000	0.000105933
003.01	L A COUNTY LIBRARY	0.021258964	2.1258 %	0.017673419	0.000375718	-0.000375718	0.0208883246
005.25	ROAD DIST # 5	0.005834672	0.5834 %	0.017673419	0.000103118	-0.000103118	0.005731554
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.162691642	16.2691 %	0.017673419	0.002875317	-0.002875317	0.159816325
007.31	L A C FIRE-FFW	0.006446621	0.6446 %	0.017673419	0.000113933	0.000000000	0.006446621
019.40	CO LIGHTING MAINT DIST NO 1687	0.021153096	2.1153 %	0.017673419	0.000373847	-0.000373847	0.020779249
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.001541305	0.1541 %	0.017673419	0.000027240	-0.000027240	0.001514065
030.70	LA CO FLOOD CONTROL MAINT	0.008722808	0.8722 %	0.017673419	0.000154161	-0.000154161	0.008568647
061.80	GREATERS L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.017673419	0.000005703	-0.000005703	0.000317011
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000000000	0.0000 %	0.017673419	0.000000000	0.000000000	0.000000000
302.01	CASTAIC LAKE WATER AGENCY	0.053113924	5.3113 %	0.017673419	0.000938704	-0.000938704	0.052175220
400.00	EDUCATIONAL REV AUGMENTATION FD	0.065812276	6.5812 %	0.017673419	0.001163127	EXEMPT	0.065812276
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.017673419	0.002330728	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001312376	0.1312 %	0.017673419	0.000023194	EXEMPT	0.001312376
400.21	CHILDREN'S INSTIL TUITION FUND	0.002604460	0.2604 %	0.017673419	0.000046029	EXEMPT	0.002604460
665.01	SULPHUR SPRINGS UNION SCHOOL DIS	0.079868428	7.9868 %	0.017673419	0.001411548	EXEMPT	0.079868428
665.06	CO.SCH.SERV.FD.-SULPHUR SPRINGS	0.006848346	0.6848 %	0.017673419	0.000121033	EXEMPT	0.006848346
665.07	DEV.CTR.HDCPD-MINOR-SULPHUR SPGS	0.000757048	0.0757 %	0.017673419	0.000013379	EXEMPT	0.000757048

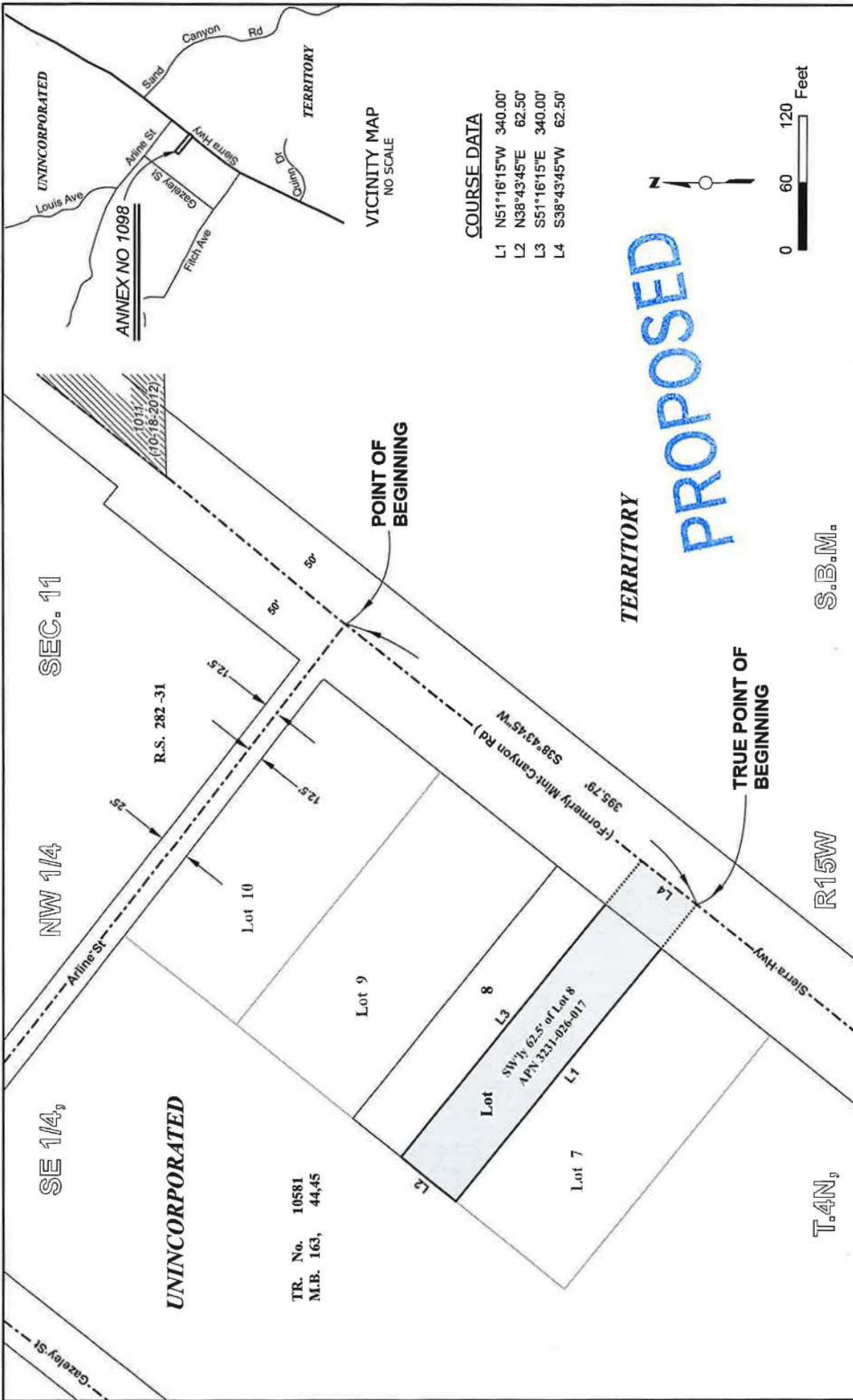
ANNEXATION NUMBER: 1098

PROJECT NAME: A-SCV-1098

TRA: 09155

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.02	HART WILLIAM S UNION HIGH	0.074914343	7.4914 %	0.017673419	0.001323992	EXEMPT	0.074914343
757.06	CO.SCH.SERV.FD.- HART, WILLIAM S.	0.0000312428	0.0312 %	0.017673419	0.0000005521	EXEMPT	0.0000312428
757.07	HART, WILLIAM S.-ELEM SCHOOL FUND	0.039417529	3.9417 %	0.017673419	0.0000696642	EXEMPT	0.039417529
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.034405555	3.4405 %	0.017673419	0.0000608063	EXEMPT	0.034405555
***067.35	STA CLRTA VLY SANIT DIS OF IA CO	0.000000000	0.0000 %	0.017673419	0.000000000	0.000000000	0.009930163
TOTAL:		1.000000000	100.0000 %		0.017673419	-0.009930163	1.000000000





**COURSE DATA**

- L1 N51°16'15"W 340.00'
- L2 N38°43'45"E 62.50'
- L3 S51°16'15"E 340.00'
- L4 S38°43'45"W 62.50'

VICINITY MAP  
NO SCALE



**TERRITORY**  
**PROPOSED**

S.B.M.

R15W

T.4N,

Annexation No. 1098 shown thus .....  
 Boundary of Santa Clarita Valley Sanitation District prior to Annexation No. 1098 shown thus .....  
 Prior Annexations shown thus ..... (RECORDING DATE)  
 Area of Annexation ..... 0.488 Acres



ANNEX NO.  
(RECORDING DATE)

SANTA CLARITA VALLEY  
SANITATION DISTRICT  
OF LOS ANGELES COUNTY, CA  
OFFICE OF CHIEF ENGINEER  
GRACE ROBINSON HYDE  
CHIEF ENGINEER & GENERAL MANAGER

**ANNEXATION NO. SCV 1098**  
TO  
SANTA CLARITA VALLEY  
SANITATION DISTRICT

Recorded:

SEC. 11

NW 1/4

SE 1/4,

UNINCORPORATED

TR. No. 10581  
M.B. 163, 44,45

R.S. 282-31

Lot 10

Lot 9

Lot 8

L3

L4

L1

Lot 7

POINT OF BEGINNING

TRUE POINT OF BEGINNING

(Formerly Mink Canyon Rd)  
395.79' S38°43'45"W


SW 1/4, 62.5' of Lot 8  
APN 3331-026-017

LA County Assessor Landbase 2017  
CAMS Centerline, DFW City boundary  
LA County Sanitation Districts:  
Annexation Layer and District Layer

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## BOARD MEMORANDUM

**DATE:** January 29, 2019  
**TO:** Board of Directors  
**FROM:** Eric Campbell   
Chief Financial and Administrative Officer  
**SUBJECT:** Approve a Resolution Authorizing (1) the Issuance by the Upper Santa Clara Valley Joint Powers Authority of Revenue Bonds, (2) the Installment Purchase Agreement, the Continuing Disclosure Certificate and the Purchase Contract; and (3) Certain Other Actions

---

### SUMMARY

To continue the progression of preparing for a bond issuance, staff recommends the Board adopt the attached resolution (Attachment 1) approving various legal documents, authorizing the sale of the revenue bonds. The proposed transaction would price in April 2019 and would close in May 2019. Although the attached proposed resolution authorizes the Bonds, it does not commit the Agency to issue bonds. The authorization of the issuance of the Bonds commences a 60-day period for filing a validation action against Bonds. (An interested person may bring an action to determine the validity of the Bonds, but they must do so within 60 days.) The purpose of allowing the 60-day validation period to run is to remove any uncertainty regarding the validity of the transaction. There are several steps remaining to be taken prior to Staff seeking approval to go forward with the bond transaction. The Offering Document (Preliminary Official Statement) will be presented to the Finance and Administration Committee in March 2019 with a recommendation to take the Offering Document to the Board in April 2019 for approval, along with seeking approval of going forward with the bond transaction.

### DISCUSSION

#### Proposed Resolution

The proposed resolution does the following:

1. Authorizes the issuance of revenue bonds to provide funding for Regional capital projects over the next three years that may include:

- Castaic Conduit
- Distribution System – RV-2 Modifications
- ESFP Clearwell/CT Improvements
- ESFP Sludge Collection System
- ESIPS Pipeline Improvements
- Foothill Feeder Connection
- Honby Parallel
- Magic Mountain Pipeline No. 4
- Magic Mountain Pipeline No. 5

Magic Mountain Pipeline No. 6  
Magic Mountain Reservoir  
Recycled Water Program Phase 11, 2A – Central Park  
Recycled Water Program Phase 11, 2B – Vista Canyon  
Recycled Water Program Phase 11, 2C – South End  
Recycled Water Program Phase 11, 2D – West Ranch  
Rosedale Rio Bravo Extraction

2. Approves the Installment Purchase Agreement
3. Approves the Continuing Disclosure Certificate
4. Approves the Bond Purchase Contract
5. Authorizes the Agency to take the required steps to execute and deliver all documents necessary to consummate the sale and delivery of bonds

### Legal Documents

The proposed Installment Purchase Agreement (Attachment 2) is between the Agency and the USCJVPA and governs how the Agency would make installment payments to the USCJVPA. It requires revenues to be maintained at 120% of annual debt service and operating and maintenance costs. The proposed Continuing Disclosure Certificate (Attachment 3) provides that the Agency would provide information on any issues that may affect its debt financing transactions. The Purchase Contract (Attachment 4) is between Citigroup Global Markets (Underwriter) and the USCJVPA.

Set forth below are **good faith estimates** of Fieldman, Rolapp & Associates, Inc., the municipal advisor, as required under Section 5852.1 of the California Government Code (the "Code"). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

- (a) The true interest cost of the bonds is estimated at 4.17%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
- (b) The finance charge of the Bonds, including all fees and charges paid to third parties, is estimated at \$362,697.
- (c) Proceeds of the Bonds received by the District for the sale of the Bonds, including the estimated principal amount of the proposed Bonds of \$31,935,000, plus the proposed premium of \$3,427,697, less the finance charges set forth in (b) above, is equal to \$35,000,000.
- (d) The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$62,821,390.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.

## **Next Actions**

The Preliminary Official Statement ("POS") will be prepared by the end of February 2019. In March 2019, the POS and legal documents will be distributed to the rating agency analysts. Also, in March, the Finance & Administration Committee will be presented the POS and the recommendation to seek approval by the Board to go forward with the bond sale. In April 2019, the Board and the USCVJPA will be asked to approve going forward with the bond transaction. The proposed transaction would price in April 2019 and would close in May 2019.

On December 17, 2018, the Finance and Administration Committee considered staff's recommendation to approve a resolution authorizing (1) the issuance by the Upper Santa Clara Valley Joint Powers Authority of Revenue Bonds, (2) authorizing the Installment Purchase Agreement, the Continuing Disclosure Certificate and the Purchase Contract; and (3) authorizing certain other actions.

## **FINANCIAL CONSIDERATIONS**

There are no financial obligations or commitments incurred by approving the proposed documents.

## **RECOMMENDATION**

The Finance and Administration Committee recommends that the Board of Directors approve a resolution authorizing (1) the issuance by the Upper Santa Clara Valley Joint Powers Authority of revenue bonds, (2) the Installment Purchase Agreement, the Continuing Disclosure Certificate and the Purchase Contract; and (3) certain other actions necessary to consummate the sale and delivery of the bonds.

EC

Attachments

Handwritten initials "MGS" in blue ink, located in the bottom right corner of the page.

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# ATTACHMENT 1

RESOLUTION NO. \_\_\_\_

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE SANTA CLARITA VALLEY WATER AGENCY:

- (1) REQUESTING THE ISSUANCE BY THE UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY OF REVENUE BONDS;
- (2) AUTHORIZING THE INSTALLMENT PURCHASE AGREEMENT, THE CONTINUING DISCLOSURE CERTIFICATE AND THE PURCHASE CONTRACT;
- AND (3) AUTHORIZING CERTAIN OTHER ACTIONS

**WHEREAS**, the Board of Directors (the "Board") of the Santa Clarita Valley Water Agency (the "Agency") has determined that it may be in the best interest of the Agency to authorize the acquisition of certain capital improvements of the wholesale water system and to authorize the payment of costs of issuance in connection therewith; and

**WHEREAS**, the Board has determined to request the Upper Santa Clara Valley Joint Powers Authority (the "Authority") to issue revenue bonds to effect such financing and to pay the costs of issuance in connection therewith;

**NOW, THEREFORE**, the Board of Directors of the Santa Clarita Valley Water Agency hereby finds, determines, declares and resolves as follows:

**SECTION 1.** The issuance by the Authority of one or more series of revenue bonds ("Bonds") in the principal amount not to exceed \$40,000,000 to finance such capital improvements and to pay costs of issuance in connection therewith is hereby requested.

**SECTION 2.** The Installment Purchase Agreement, in substantially the form on file with the Secretary of the Board, is hereby approved, subject to final approval as to form by General Counsel and the law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"). The President, Vice President, General Manager, Assistant General Manager and Secretary (the "Authorized Officers") are hereby authorized and directed to execute and deliver such Installment Purchase Agreement with such changes, insertions and omissions as may be approved by Bond Counsel, said Agency officers' execution being conclusive evidence of such approval.

**SECTION 3.** The Continuing Disclosure Certificate, in substantially the form on file with the Secretary of the Board, is hereby approved, subject to final approval as to form by General Counsel and Bond Counsel. Each of the Authorized Officers, acting singly, is hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by Bond Counsel, said Agency officers' execution being conclusive evidence of such approval.

**SECTION 4.** The Purchase Contract with Citigroup Global Markets Inc. in substantially the form on file with the Secretary of the Board, is hereby approved. Each of the Authorized Officers, acting singly, or the designee thereof are hereby authorized and directed to execute and deliver the Purchase Contract with such changes, insertions and omissions as may be approved by the person executing the same, said execution being conclusive evidence of such approval; provided, however, that in no event shall the principal amount of the Bonds exceed \$40,000,000, nor shall the underwriter's discount exceed 0.25% of the principal amount of the Bonds, nor shall the true interest cost of the Bonds exceed 4.70%.

**SECTION 5.** The Board acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code are disclosed in paragraph 4 to the staff report and are available to the public at the meeting at which this resolution is approved.

**SECTION 6.** The Authorized Officers and such other officers of the Agency are authorized and directed to do any and all things and to execute and deliver any and all documents, including an insurance agreement with a municipal bond insurer, which they may deem necessary or advisable in order to consummate the sale and delivery of the Bonds, and otherwise effectuate the purposes of this Resolution, and such actions previously taken by such officers are hereby ratified and confirmed. Bond Counsel is hereby directed to revise the series designations and document dates with respect to the Installment Purchase Agreement, the Continuing Disclosure Certificate and the Purchase Contract based on when the Bonds are actually issued. Such revisions shall be deemed to be ministerial and shall not constitute an amendment to any of the documents so revised.

**SECTION 7.** Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Installment Purchase Agreement unless the context otherwise clearly requires.

**SECTION 8.** This resolution shall take effect immediately.

I, the undersigned, hereby certify: That I am the duly appointed and acting Secretary of the Santa Clarita Valley Water Agency, and that at a regular meeting of the Board of Directors of said Agency held on February 5, 2019, the foregoing Resolution No. \_\_\_\_ was duly and regularly adopted by said Board, and that said resolution has not been rescinded or amended since the date of its adoption, and that it is now in full force and effect.



**ATTACHMENT 2**

*Stradling Yocca Carlson & Rauth  
Draft of 1/23/19*

INSTALLMENT PURCHASE AGREEMENT

by and between

SANTA CLARITA VALLEY WATER AGENCY

and

UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY

Dated as of February 1, 2019

Relating to

\$\_\_\_\_\_

UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY  
REVENUE BONDS, SERIES 2019A

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## INSTALLMENT PURCHASE AGREEMENT

This INSTALLMENT PURCHASE AGREEMENT, made and entered into and dated as of February 1, 2019, by and between SANTA CLARITA VALLEY WATER AGENCY, an agency duly organized and existing under and by virtue of the laws of the State of California (the “Agency”), and UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California (the “Authority”).

### W I T N E S S E T H:

WHEREAS, the Agency proposes to undertake the acquisition of certain capital improvements to the Water System, as more particularly described in Exhibit A hereto (the “Project”);

WHEREAS, the Agency is authorized under the Santa Clarita Valley Water Agency Act, Chapter 833 of Statutes of 2017, and all laws amendatory thereof or supplemental thereto, to acquire property for the Water System;

WHEREAS, the Authority has agreed to assist the Agency by financing the Project;

WHEREAS, the Authority is authorized under the Joint Exercise of Powers Act, as amended, constituting Chapter 5, Division 7, Title 1 of the Government Code of the State of California, to assist its members in the financing of the acquisition of capital improvements;

WHEREAS, the Agency and the Authority have duly authorized the execution of this Installment Purchase Agreement; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this Installment Purchase Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Installment Purchase Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

### ARTICLE I

#### DEFINITIONS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any amendment hereof or supplement hereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. All capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Indenture.

Acquisition Fund. The term “Acquisition Fund” means the Agency account designated by the Agency as account number \_\_\_\_\_, together with other accounts created in the future and designated by action of the Board of Directors of the Agency as a part of the Acquisition Fund created pursuant to Section 3.6 hereof.

Agency. The term “Agency” means Santa Clarita Valley Water Agency, an agency duly organized and existing under and by virtue of the laws of the State of California, including the Law.

Authority. The term “Authority” means Upper Santa Clara Valley Joint Powers Authority, a joint exercise of powers authority created pursuant to a Joint Exercise of Powers Agreement, dated as of June 1, 2011, as amended and restated pursuant to the Amended and Restated Joint Exercise of Powers Agreement, dated as of April 1, 2018, each by and between the Agency and the Devil’s Den Water District.

Bonds. The term “Bonds” means all revenue bonds or notes of the Agency authorized, executed, issued and delivered by the Agency, the payments of which are on a parity with the Series 2019A Installment Payments and which are secured by a pledge of and lien on the Revenues, and payable from Net Revenues, subordinate to the Senior Obligations, including but not limited to the 2014 Bonds.

Continuing Disclosure Certificate. The term “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate, dated the date of issuance of the 2019A Bonds, of the Agency, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Contracts. The term “Contracts” means this Installment Purchase Agreement and any amendments and supplements hereto, and all contracts of the Agency previously or hereafter authorized and executed by the Agency which are payable on a parity with the Series 2019A Installment Payments and which are secured by a pledge and lien on the Revenues as described in Section 5.1 hereof, including but not limited to the 2008A Installment Purchase Agreement, the 2010A Installment Purchase Agreement, the 2015A Installment Purchase Agreement, the 2016A Installment Purchase Agreement, the 2018A Installment Purchase Agreement, the Credit Facility Agreement and any credit facility agreement that may be entered into by the Agency in connection with the issuance of tax revenue anticipation notes issued by the Agency outstanding from time to time, and which are payable from Net Revenues subordinate to the Senior Obligations.

Corporation. The term “Corporation” means Santa Clarita Valley Water Agency Financing Corporation, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California.

Credit Facility Agreement. The term “Credit Facility Agreement” means the Reimbursement Agreement dated as of April 1, 2008, by and between the Agency and Wells Fargo Bank, National Association, as amended by the First Amendment to Reimbursement Agreement dated as of March 1, 2013, and by the Second Amendment to Reimbursement Agreement dated as of March 23, 2016, as such Credit Facility Agreement may be further amended or supplemented from time to time in accordance with its terms.

Debt Service. The term “Debt Service” means, for any Fiscal Year, the sum of:

(i) the interest payable during such Fiscal Year on all outstanding Bonds, assuming that all outstanding serial Bonds are retired as scheduled and that all outstanding term Bonds are prepaid or paid from sinking fund payments as scheduled (except to the extent that such interest is capitalized or is reasonably anticipated to be reimbursed to the Agency by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program);

(ii) that portion of the principal amount of all outstanding serial Bonds maturing in such Fiscal Year;

(iii) that portion of the principal amounts of all outstanding term Bonds required to be prepaid or paid in such Fiscal Year;

(iv) that portion of the Installment Payments required to be made during such Fiscal Year (except to the extent that the interest portion of such Installment Payments is capitalized or is reasonably anticipated to be reimbursed to the Agency by the United States of America pursuant to Section 54AA of the Code (Section 1531 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5, 23 Stat. 115 (2009), enacted February 17, 2009)), or any future similar program); and

(v) so long as the Credit Facility Agreement is in effect, the principal amount of any Credit Facility Amounts (as such term is defined in the Credit Facility Agreement) owing thereunder, with interest thereon as provided in the Credit Facility Agreement;

provided that, as to any such Bonds or Installment Payments bearing or comprising interest at other than a fixed rate, the rate of interest used to calculate Debt Service shall be assumed to bear interest at a fixed rate equivalent to the higher of: (i) the then current variable interest rate borne by such Bonds or Contracts plus 1%; and (ii) the highest average variable rate borne over a 6 month period during the preceding 24 months by outstanding variable rate debt issued by the Agency or, if no such variable rate debt is at the time outstanding, by variable rate debt of which the interest rate is computed by reference to an index comparable to that to be utilized in determining the interest rate for the debt then proposed to be issued;

provided further that if any series or issue of such Bonds or Installment Payments have twenty-five percent (25%) or more of the aggregate principal amount of such series or issue due in any one year, Debt Service shall be determined for the Fiscal Year of determination as if the principal of and interest on such series or issue of such Bonds or Installment Payments were being paid from the date of incurrence thereof in substantially equal annual amounts over a period of thirty (30) years from the date of calculation;

provided further that the amount on deposit in a debt service reserve fund on any date of calculation of Debt Service shall be deducted from the amount of principal due at the final maturity of the Bonds and Contracts for which such debt service reserve fund was established and in each preceding year until such amount is exhausted;

provided further that Debt Service shall be reduced by the amount of investment earnings credited to any debt service reserve fund created with respect to Contracts or Bonds; and

provided further that if the Bonds or Contracts constitute Paired Obligations, the interest rate on such Bonds or Contracts shall be the resulting linked rate or the effective fixed interest rate to be paid by the Agency with respect to such Paired Obligations.

Event of Default. The term “Event of Default” means an event described in Section 8.1.

Fiscal Year. The term “Fiscal Year” means the period beginning on July 1 of each year and ending on the last day of June of the succeeding year, or any other twelve-month period selected and designated as the official Fiscal Year of the Agency.

Generally Accepted Accounting Principles. The term “Generally Accepted Accounting Principles” means the uniform accounting and reporting procedures prescribed by the California State Controller or his successor for public agencies in the State of California, or failing the prescription of such procedures means generally accepted accounting principles as presented and recommended by the American Institute of Certified Public Accountants or its successor, or by the National Council on Governmental Accounting or its successor, or by any other generally accepted authority on such principles.

Indenture. The term “Indenture” means the Indenture of Trust, dated as of February 1, 2019, by and between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented in accordance with its terms.

Independent Certified Public Accountant. The term “Independent Certified Public Accountant” means any firm of certified public accountants appointed by the Agency, and each of whom is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants.

Independent Municipal Advisor. The term “Independent Municipal Advisor” means a financial consultant or firm of such consultants appointed by the Agency, and who, or each of whom: (1) is in fact independent and not under domination of the Agency; (2) does not have any substantial interest, direct or indirect, with the Agency; (3) is registered as a “municipal advisor,” as defined in Section 15B of the Securities Exchange Act of 1934, as amended; and (4) is not connected with the Agency as an officer or employee of the Agency, but who may be regularly retained to make reports to the Agency.

Initial Rating Requirement. The term “Initial Rating Requirement” means a long term debt rating of A3 or better by Moody’s and A- or better by S&P.

Installment Payment Date. The term “Installment Payment Date” means any date on which Installment Payments are scheduled to be paid by the Agency under and pursuant to any Contract.

Installment Payments. The term “Installment Payments” means the installment payments of interest and principal scheduled to be paid by the Agency under and pursuant to the Contracts.

Installment Purchase Agreement. The term “Installment Purchase Agreement” means this Installment Purchase Agreement, dated as of February 1, 2019, by and between the Agency and the Authority, as originally executed and as it may from time to time be amended or supplemented in accordance herewith.

Law. The term “Law” means Santa Clarita Valley Water Agency Act, Chapter 833 of Statutes of 2017, and all laws amendatory thereof or supplemental thereto.

Manager. The term “Manager” means the General Manager of the Agency, or any other person designated by the General Manager to act on behalf of the General Manager.

Minimum Rating Requirement. The term “Minimum Rating Requirement” means a long term debt rating of Baa2 by Moody’s or BBB by S&P.

Net Proceeds. The term “Net Proceeds” means, when used with respect to any casualty insurance or condemnation award, the proceeds from such insurance or condemnation award remaining after payment of all expenses (including attorneys’ fees) incurred in the collection of such proceeds.

Net Revenues. The term “Net Revenues” means, for any Fiscal Year, the Revenues for such Fiscal Year less the Operation and Maintenance Costs for such Fiscal Year and Senior Debt Service for such Fiscal Year.

1999 Installment Purchase Agreement. The term “1999 Installment Purchase Agreement” means the Installment Purchase Agreement, by and between the Agency and the Corporation, dated as of June 1, 1999.

Operation and Maintenance Costs. The term “Operation and Maintenance Costs” means: (i) costs spent or incurred for maintenance and operation of the Water System calculated in accordance with Generally Accepted Accounting Principles, including (among other things) the reasonable expenses of management and repair and other expenses necessary to maintain and preserve the Water System in good repair and working order, and including administrative costs of the Agency that are charged directly or apportioned to the Water System, including but not limited to salaries and wages of employees, payments to the Public Employees Retirement System, overhead, insurance, taxes (if any), fees of auditors, accountants, consultants, attorneys or engineers and insurance premiums, and including all other reasonable and necessary costs of the Agency or charges (other than debt service payments) required to be paid by it to comply with the terms of the 2019A Bonds or of this Installment Purchase Agreement or any Contract or of any resolution or indenture authorizing the issuance of any Bonds or of such Bonds, or payments, if any, required in connection with the Water Contract; and (ii) cost of purchased water; but excluding in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles or other bookkeeping entries of a similar nature, and any amounts transferred to the Rate Stabilization Fund.

Paired Obligation Provider. The term “Paired Obligation Provider” means a party to a Paired Obligation other than the Agency.

Paired Obligations. The term “Paired Obligations” means any Bond or Contract (or portion thereof) designated as Paired Obligations in the resolution, indenture or other document authorizing the issuance or execution and delivery thereof, which are issued or executed and delivered: (i) the principal of which, at the time of adoption or execution of the resolution, indenture or other document authorizing the issuance or execution thereof, is of equal amount maturing and to be redeemed or prepaid (or cancelled after acquisition thereof) on the same dates and in the same amounts; and (ii) the interest rates with respect to which, taken together, are reasonably expected, at the time of adoption or execution of the resolution, indenture or other document authorizing the

issuance or execution thereof, to result in a fixed interest rate obligation of the Agency for the term of such Bond or Contract, as certified by an Independent Municipal Advisor in writing, and which comply with the provisions of Section 10.15 hereof.

Parity Project. The term “Parity Project” means any additions, betterments, extensions or improvements to the Water System designated by the Board of Directors of the Agency as a Parity Project, the acquisition and construction of which has been or will be paid for with the proceeds of any Contracts or Bonds.

Project. The term “Project” means the additions, betterments, extensions and improvements to the Water System described in Exhibit A hereto.

Purchase Price. The term “Purchase Price” means the principal amount plus interest thereon owed by the Agency to the Authority under the terms hereof as provided in Section 4.1.

Rate Stabilization Fund. The term “Rate Stabilization Fund” means the fund by that name continued pursuant to Section 5.5 hereof.

Revenue Fund. The term “Revenue Fund” means the fund previously established by the Agency and continued by the terms of Section 5.2 hereof.

Revenues. The term “Revenues” means all income, rents, rates, fees, charges and other moneys derived from the ownership or operation of the Water System on or after the date hereof, including, without limiting the generality of the foregoing:

(i) all income, rents, rates, fees, charges, business interruption insurance proceeds or other moneys derived by the Agency from the sale, furnishing and supplying of the water or other services, facilities, and commodities sold, furnished or supplied through the facilities of or in the conduct or operation of the business of the Water System;

(ii) the earnings on and income derived from the investment of such income, rents, rates, fees, charges, or other moneys, including Agency reserves and the Rate Stabilization Fund;

(iii) the proceeds of any facility capacity fees or any other connection fees collected by the Agency in connection with the Water System;

(iv) all property taxes (not including any taxes or assessments, *ad valorem* or otherwise (including investment earnings thereof) restricted by law to be applied for the payment of the Water Contract) received by the Agency, and

(v) the proceeds of any stand-by or water availability charges collected by the Agency in connection with the Water System;

but excluding in all cases customers’ deposits or any other deposits or advances subject to refund until such deposits or advances have become the property of the Agency and excluding any proceeds of taxes or assessments restricted by law to be used by the Agency to pay bonds hereafter issued.

“Revenues” shall also include all amounts transferred from the Rate Stabilization Fund to the Revenue Fund during any Fiscal Year in accordance with Section 5.5 hereof and shall not include



any amounts transferred from the Revenue Fund to the Rate Stabilization Fund during any Fiscal Year in accordance with Section 5.2(e) hereof.

Senior Debt Service. The term “Senior Debt Service” means Debt Service as such term is defined in the 1999 Installment Purchase Agreement, which definition is incorporated herein by reference.

Senior Obligations. The term “Senior Obligations” means all contracts of the Agency (excluding contracts entered into for operation and maintenance of the Water System) which are secured by a pledge of and lien on the Revenues prior to the pledge of and lien on the Revenues described in Section 5.1 hereof, including but not limited to the 1999 Installment Purchase Agreement, which contracts are payable from Revenues prior to the Installment Payments, the Bonds and the Contracts.

Series 2019A Installment Payment Date. The term “Series 2019A Installment Payment Date” means the second Business Day preceding each Interest Payment Date pursuant to the Indenture.

Series 2019A Installment Payments. The term “Series 2019A Installment Payments” means the Installment Payments scheduled to be paid by the Agency under and pursuant hereto.

Subordinate Obligations. The term “Subordinate Obligations” means all revenue bonds or notes of the Agency and all contracts of the Agency payable from Revenues, which are secured by a pledge and lien on the Revenues subordinate to the pledge of and lien on the Revenues securing the Installment Payments described in Section 5.1 hereof and which are payable from Net Revenues subordinate to the Installment Payments.

Trustee. The term “Trustee” means U.S. Bank National Association, Los Angeles, California, acting in its capacity as Trustee under and pursuant to the Indenture, and its successors and assigns.

2008A Installment Purchase Agreement. The term “2008A Installment Purchase Agreement” means the Installment Purchase Agreement – Variable Rate, dated as of February 1, 2008, by and between the Agency and the Corporation.

2010A Installment Purchase Agreement. The term “2010A Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of May 1, 2006, by and between the Agency and the Corporation.

2014 Bonds. The term “2014 Bonds” means the Castaic Lake Water Agency Refunding Revenue Bonds Series 2014A issued pursuant to the Indenture of Trust dated as of March 1, 2014 by and between the Agency and U.S. Bank National Association, as trustee thereunder.

2015A Installment Purchase Agreement. The term “2015A Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of November 1, 2011, by and between the Agency and the Authority.

2016A Installment Purchase Agreement. The term “2016A Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of January 1, 2016, by and between the Agency and the Authority.

2018A Installment Purchase Agreement. The term “2018A Installment Purchase Agreement” means the Installment Purchase Agreement, dated as of January 1, 2018, by and between the Agency and the Authority.

Water Contract. The term “Water Contract” means the Contract between the State of California Department of Water Resources and the Agency, as successor to the Castaic Lake Water Agency, dated April 30, 1963, and any renewal, amendment or supplement thereof from time to time.

Water Service. The term “Water Service” means the water distribution service made available or provided by the Water System.

Water System. The term “Water System” means the whole and each and every part of the water system of the Agency, including the portion thereof existing on the date hereof and all additions, betterments, extensions and improvements to such water system or any part thereof hereafter acquired or constructed, but not including any retail water distribution facilities unless the Board of Directors of the Agency determines by resolution that such facilities shall be included in the Water System for purposes of this Installment Purchase Agreement, and complies with the Law.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations by the Agency. The Agency makes the following representations:

(a) The Agency is an agency duly organized and existing under and pursuant to the laws of the State of California.

(b) The Agency has full legal right, power and authority to enter into this Installment Purchase Agreement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this Installment Purchase Agreement, and the Agency has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the Agency has duly authorized the execution, delivery and due performance of this Installment Purchase Agreement.

(d) The Agency will not take or, to the extent within its power, permit any action to be taken which results in the interest paid for the installment purchase of the Project under the terms of this Installment Purchase Agreement included in the gross income of the Authority or its assigns for purposes of federal or State of California personal income taxation.

(e) The Agency has determined that it is necessary and proper for Agency uses and purposes within the terms of the Law that the Agency finance the Project in the manner provided for in this Installment Purchase Agreement.

Section 2.2. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint exercise of powers authority duly organized and in good standing under the laws of the State of California, has full legal right, power and authority to

enter into this Installment Purchase Agreement and to carry out and consummate all transactions contemplated by this Installment Purchase Agreement and by proper action has duly authorized the execution and delivery and due performance of this Installment Purchase Agreement.

(b) The execution and delivery of this Installment Purchase Agreement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken which results in interest paid for the installment purchase of the Project under the terms of this Installment Purchase Agreement being included in the gross income of the Authority for purposes of federal or State of California personal income taxation.

### ARTICLE III

#### ACQUISITION OF THE PROJECT

Section 3.1. Sale and Purchase of Project. In consideration for the Authority's assistance in financing the Project, the Agency agrees to sell, and hereby sells, to the Authority, and the Authority agrees to purchase and hereby purchases, from the Agency, the Project at the purchase price specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.2. Purchase and Sale of Project. In consideration for the Series 2019A Installment Payments as set forth in Section 4.2, the Authority agrees to sell, and hereby sells, to the Agency, and the Agency agrees to purchase, and hereby purchases, from the Authority, the Project at the purchase price specified in Section 4.1 hereof and otherwise in the manner and in accordance with the provisions of this Installment Purchase Agreement.

Section 3.3. Title. All right, title and interest in each component of the Project shall vest in the Agency immediately upon execution and delivery of this Installment Purchase Agreement. Such vesting shall occur without further action by the Authority or the Agency and the Authority shall, if requested by the Agency or, if necessary to assure such automatic vesting, deliver any and all documents required to assume such vesting.

Section 3.4. Acquisition and Construction of the Project. The Authority hereby agrees to cause the Project, and any additions or modifications thereto to be constructed, acquired or installed by the Agency as its agent, and the Agency shall enter into contracts and provide for, as agent of the Authority, the complete construction, acquisition and installation of the Project. The Agency hereby agrees that the Agency will cause the construction, acquisition and installation of the Project to be diligently performed after the deposit of funds with the Trustee pursuant to Section 3.02 of the Indenture, upon satisfactory completion of design work and compliance with the California Environmental Quality Act and approval by the Board of Directors of the Agency, unforeseeable delays beyond the reasonable control of the Agency only excepted. It is hereby expressly understood

and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the Project and that all such costs and expenses shall be paid by the Agency, regardless of whether the funds deposited in the Acquisition Fund are sufficient to cover all such costs and expenses.

Section 3.5. Changes to the Project. The Agency may substitute other improvements for those listed as components of the Project in Exhibit A hereto, but only if the Agency first files with the Authority and the Trustee a statement of the Agency: (a) identifying the improvements to be deleted from such Exhibit and the improvements to replace such deleted improvements; and (b) stating that the estimated costs of construction, acquisition and installation of the substituted improvements are not less than such costs for the improvements previously planned to be paid from the proceeds of the 2019A Bonds.

Section 3.6. Acquisition Fund. There is hereby created with the Agency a fund to be known as the "Acquisition Fund," which the Agency shall maintain and hold in trust separate and apart from other funds held by it. The moneys in the Acquisition Fund shall be applied to the payment of the costs of acquisition of the Project and of expenses incidental thereto. Before any payment is made from the Acquisition Fund, the Manager shall cause to be filed with the Chief Financial and Administrative Officer of the Agency a Written Requisition in the form set forth in Exhibit C hereto. Upon receipt of such Written Requisition, the Chief Financial and Administrative Officer of the Agency will pay the amount set forth therein. The Chief Financial and Administrative Officer of the Agency need not make any such payment if he or she has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys so to be paid, which has not been released and will not be released simultaneously with such payment.

When the Project shall have been constructed and acquired in accordance with this Installment Purchase Agreement, a statement of the Agency stating the fact and date of such acquisition, construction and acceptance and stating that all of such costs of acquisition and incidental expenses have been determined and paid (or that all of such costs and expenses have been paid less specified claims which are subject to dispute and for which a retention in the Acquisition Fund is to be maintained in the full amount of such claims until such dispute is resolved), shall be delivered to the Chief Financial and Administrative Officer of the Agency and the Trustee by the Manager. Upon the receipt of such statement, the Chief Financial and Administrative Officer of the Agency shall transfer any remaining balance in the Acquisition Fund not needed for Acquisition Fund purposes (but less the amount of any such retention which shall be certified to the Chief Financial and Administrative Officer of the Agency by the Manager) to the Revenue Fund.

#### ARTICLE IV

##### SERIES 2019A INSTALLMENT PAYMENTS

###### Section 4.1. Purchase Price.

(a) The Purchase Price to be paid by the Agency hereunder to the Authority is the sum of the principal amount of the Agency's obligations hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Article VII.

(b) The principal amount of the payments to be made by the Agency hereunder is set forth in a certificate of the Manager to be attached hereto as Exhibit B.

(c) The interest to accrue on the unpaid balance of such principal amount to be made by the Agency hereunder is set forth in a certificate of the Manager to be attached hereto as Exhibit B, and shall be paid by the Agency as and constitute interest paid on the principal amount of the Agency's obligations hereunder.

Section 4.2. Series 2019A Installment Payments. The Agency shall, subject to its rights of prepayment provided in Article VII, pay the Authority the Purchase Price in installment payments of interest and principal in the amounts and on the Series 2019A Installment Payment Dates as set forth in a certificate of the Manager, a copy of which shall be delivered to the Trustee by the Agency and is attached hereto as Exhibit B.

Each Series 2019A Installment Payment shall be paid to the Authority in lawful money of the United States of America. In the event that the Agency fails to make any of the payments required to be made by it under this section, such payment shall continue as an obligation of the Agency until such amount shall have been fully paid and the Agency agrees to pay the same with interest accruing thereon at the rate or rates of interest then applicable to the remaining unpaid principal balance of the Series 2019A Installment Payments if paid in accordance with their terms.

The obligation of the Agency to make the Series 2019A Installment Payments is absolute and unconditional, and until such time as the Purchase Price shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article IX), the Agency will not discontinue or suspend any Series 2019A Installment Payments required to be made by it under this section when due, whether or not the Project or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

## ARTICLE V

### SECURITY

Section 5.1. Pledge of Revenues. All Revenues and all amounts on deposit in the Revenue Fund and the Rate Stabilization Fund are hereby irrevocably pledged to the payment of the Series 2019A Installment Payments as provided herein, subject however to the pledge thereon securing Senior Obligations now in existence, and the Revenues shall not be used for any other purpose while any of the Series 2019A Installment Payments remain unpaid; provided that out of the Revenues and amounts on deposit in the Revenue Fund and the Rate Stabilization Fund, there may be apportioned such sums for such purposes as are expressly permitted herein. This pledge, together with the pledge created by all other Contracts and Bonds, shall constitute a second lien on Revenues, the Revenue Fund and the Rate Stabilization Fund and all amounts on deposit therein as permitted herein subordinate to the pledge securing Senior Obligations and, subject to the application of Revenues, in accordance with the terms hereof.

Section 5.2. Allocation of Revenues. In order to carry out and effectuate the pledge and lien contained herein, the Agency agrees and covenants that all Revenues shall be received by the Agency in trust hereunder and shall be deposited when and as received in a special fund designated

as the "Revenue Fund," which fund was previously established by the Agency and is hereby continued by the terms of this Section 5.2, and which fund the Agency agrees and covenants to maintain and to hold separate and apart from other funds so long as any Contracts or Bonds remain unpaid. Moneys in the Revenue Fund shall be used and applied by the Agency as provided in this Installment Purchase Agreement.

The Agency shall, from the moneys in the Revenue Fund, pay all Operation and Maintenance Costs (including amounts reasonably required to be set aside in contingency reserves for Operation and Maintenance Costs, the payment of which is not then immediately required) as such Operation and Maintenance Costs become due and payable. All remaining moneys in the Revenue Fund shall be used to make payments with respect to Senior Debt Service on Senior Obligations and thereafter shall be set aside by the Agency at the following times in the following respective special funds in the following order of priority and all moneys in each of such funds shall be held in trust and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section:

(a) Bond Payment Fund. On or before each Series 2019A Installment Payment Date, the Agency shall, from the moneys in the Revenue Fund, transfer to the Trustee for deposit in the Bond Payment Fund a sum equal to the Series 2019A Installment Payment coming due on such Series 2019A Installment Payment Date. The Agency shall also, from the moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, any other Debt Service in accordance with the provisions of the Contract, resolution or indenture relating thereto.

No deposit need be made in the Bond Payment Fund as Series 2019A Installment Payments if the amount in the Bond Payment Fund is at least equal to the amount of the Series 2019A Installment Payment due and payable on the next succeeding Series 2019A Installment Payment Date. All money in the Bond Payment Fund shall be used and withdrawn by the Trustee in accordance with the Indenture.

(b) Reserve Fund. On or before each Series 2019A Installment Payment Date, the Agency shall, from the remaining moneys in the Revenue Fund, thereafter, without preference or priority, transfer to the applicable trustee for reserve funds and/or accounts, if any, as may have been established in connection with Senior Obligations, Bonds or Contracts, that sum, if any, necessary to restore such funds or accounts to an amount equal to the reserve requirement with respect thereto.

(c) Subordinate Obligations. On or before any date that the payment of principal and interest is due with respect to any Subordinate Obligations, the Agency shall, from moneys in the Revenue Fund, transfer to the applicable trustee or payee for deposit in the applicable payment fund, without preference or priority, and in the event of any insufficiency of such moneys ratably without discrimination or preference, payment on such Subordinate Obligations in accordance with the provisions of such Subordinate Obligation.

(d) Surplus. Moneys on deposit in the Revenue Fund on any date when the Agency reasonably expects such moneys will not be needed for the payment of Operation and Maintenance Costs or for any of the purposes described in clauses (a) through (c) above may be expended by the Agency at any time for any purpose permitted by law, including but not limited to payment of any amounts due and payable under the Water Contract or to deposit amounts in the Rate Stabilization Fund in accordance with Section 5.5 hereof.

Section 5.3. Additional Contracts and Bonds. The Agency may at any time execute any Contract or issue any Bonds, as the case may be, in accordance herewith; provided:

(a) The Net Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5 to the Revenue Fund in excess of twenty percent (20%) of Debt Service for such Fiscal Year) for the most recent audited Fiscal Year preceding the date of adoption by the Board of Directors of the Agency of the resolution authorizing the issuance of such Bonds or the date of the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the Agency and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the Agency, shall have produced a sum equal to at least one hundred twenty percent (120%) of the Debt Service for such Fiscal Year; and

(b) The Net Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5 in excess of twenty percent (20%) of Debt Service for such Fiscal Year) for the most recent audited Fiscal Year preceding the date of the execution of such Contract or the date of adoption by the Board of Directors of the Agency of the resolution authorizing the issuance of such Bonds, as the case may be, including adjustments to give effect as of the first day of such Fiscal Year to increases or decreases in income, rents, fees, rates and charges for the Water Service approved and in effect as of the date of calculation, as evidenced by both a calculation prepared by the Agency and a special report prepared by an Independent Certified Public Accountant or an Independent Municipal Advisor on such calculation on file with the Agency, shall demonstrate a sum equal to at least one hundred twenty percent (120%) of the Debt Service for such Fiscal Year plus the Debt Service which would have accrued on any Contracts executed or Bonds issued since the end of such Fiscal Year assuming such Contracts had been executed or Bonds had been issued at the beginning of such Fiscal Year plus the Debt Service which would have accrued had such Contract been executed or Bonds been issued at the beginning of such Fiscal Year; and

(c) The estimated Net Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5 in excess of twenty percent (20%) of Debt Service for such Fiscal Year) for the then current Fiscal Year and for each Fiscal Year thereafter to and including the first complete Fiscal Year after the latest date of operation of any uncompleted Parity Project financed from proceeds of such Contract or Bonds, as evidenced by a certificate on file with the Agency, including (after giving effect to the completion of all such uncompleted Parity Projects) an allowance for estimated Net Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5 in excess of twenty percent (20%) of Debt Service for such Fiscal Year) for each of such Fiscal Years arising from any increase in the income, rents, fees, rates and charges estimated to be fixed and prescribed for the Water Service and which are economically feasible and reasonably considered necessary based on projected operations for such period, as evidenced by a certificate of the Manager on file with the Agency, shall produce a sum equal to at least one hundred twenty percent (120%) of the estimated Debt Service for each of such Fiscal Years, after giving effect to the execution of all Contracts and the issuance of all Bonds estimated to be required to be executed or issued to pay the costs of completing all uncompleted Parity Projects within such Fiscal Years, assuming that all such Contracts and Bonds have maturities, interest rates and proportionate principal repayment provisions similar to the Contract last executed or then being executed or the Bonds last issued or then being issued for the purpose of acquiring and constructing any of such uncompleted Parity Projects.

Notwithstanding the foregoing: (i) Bonds issued or Contracts executed to refund Bonds or Contracts may be delivered without satisfying the conditions set forth above if Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than Debt Service would have been in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts; and (ii) Bonds issued or Contracts executed to refund Senior Obligations may be delivered without satisfying the conditions set forth above if total Debt Service and Senior Debt Service in each Fiscal Year after the Fiscal Year in which such Bonds are issued or Contracts executed is not greater than total Debt Service and Senior Debt Service would have been in each such Fiscal Year prior to the issuance of such Bonds or execution of such Contracts.

Notwithstanding satisfaction of the other conditions to the execution of any Contract or the issuance of Bonds set forth in this Section 5.3, no such execution or issuance may occur if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such Event of Default shall be cured upon such execution or issuance.

Section 5.4. Investments. All moneys held by the Agency in the Revenue Fund shall be invested in Permitted Investments and the investment earnings thereon shall remain on deposit in such fund, except as otherwise provided herein. All moneys held by the Agency in the Rate Stabilization Fund shall be invested in Permitted Investments and the investment earnings thereon shall be transferred to the Revenue Fund upon receipt thereof.

Section 5.5. Rate Stabilization Fund. There is hereby continued a special fund designated as the "Rate Stabilization Fund" to be held by the Agency in trust hereunder, which fund the Agency agrees and covenants to maintain and to hold separate and apart from other funds so long as any Installment Payments or Bonds remain unpaid. Money transferred by the Agency from the Revenue Fund to the Rate Stabilization Fund in accordance with Section 5.2(d) shall be held in the Rate Stabilization Fund and applied in accordance with this Installment Purchase Agreement.

The Agency may withdraw all or any portion of the amounts on deposit in the Rate Stabilization Fund and transfer such amounts to the Revenue Fund for application in accordance with Section 5.2 hereof or, in the event that all or a portion of the Series 2019A Installment Payments are discharged in accordance with Section 9.1(b) or (c) hereof, transfer all or any portion of such amounts for application in accordance with said section.

## ARTICLE VI

### COVENANTS OF THE AGENCY

Section 6.1. Compliance with Installment Purchase Agreement and Ancillary Agreements. The Agency will punctually pay the Series 2019A Installment Payments in strict conformity with the terms hereof, and will faithfully observe and perform all the agreements, conditions, covenants and terms contained herein required to be observed and performed by it, and will not terminate this Installment Purchase Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State of California or any political subdivision of either or any failure of the Authority to observe or perform any agreement, condition, covenant or term contained herein required to be observed and performed by it, whether express or implied, or any duty, liability or obligation arising out of or connected herewith or the insolvency, or deemed insolvency, or



bankruptcy or liquidation of the Authority or any force majeure, including acts of God, tempest, storm, earthquake, war, rebellion, riot, civil disorder, acts of public enemies, blockade or embargo, strikes, industrial disputes, lockouts, lack of transportation facilities, fire, explosion, or acts or regulations of governmental authorities.

The Agency will faithfully observe and perform all the agreements, conditions, covenants and terms contained in the Indenture required to be observed and performed by it, and it is expressly understood and agreed by and among the parties to this Installment Purchase Agreement and the Indenture that, subject to Section 10.6 hereunder, each of the agreements, conditions, covenants and terms contained in each such agreement is an essential and material term of the purchase of and payment for the Project by the Agency pursuant to, and in accordance with, and as authorized under the Law.

The Agency will faithfully observe and perform all the agreements, conditions, covenants and terms required to be observed and performed by it pursuant to all outstanding Contracts and Bonds as such may from time to time be executed or issued, as the case may be.

Section 6.2. Against Encumbrances. The Agency will not make any pledge of or place any lien on Revenues or the moneys in the Revenue Fund or the Rate Stabilization Fund except as provided herein. The Agency may at any time, or from time to time, issue evidences of indebtedness or incur other obligations for any lawful purpose which are payable from and secured by a pledge of and lien on Revenues or any moneys in the Revenue Fund as may from time to time be deposited therein or the Rate Stabilization Fund, provided that such pledge and lien shall be subordinate in all respects to the pledge of and lien thereon provided herein.

Section 6.3. Against Sale or Other Disposition of Property. The Agency will not enter into any agreement or lease which impairs the operation of the Water System or any part thereof necessary to secure adequate Revenues for the payment of the Series 2019A Installment Payments, or which would otherwise impair the rights of the Authority hereunder or the operation of the Water System. Any real or personal property which has become nonoperative or which is not needed for the efficient and proper operation of the Water System, or any material or equipment which has become worn out, may be sold if such sale will not impair the ability of the Agency to pay the Series 2019A Installment Payments and if the proceeds of such sale are deposited in the Revenue Fund.

Nothing herein shall restrict the ability of the Agency to sell any portion of the Water System if such portion is immediately repurchased by the Agency and if such arrangement cannot by its terms result in the purchaser of such portion of the Water System exercising any remedy which would deprive the Agency of or otherwise interfere with its right to own and operate such portion of the Water System.

Section 6.4. Against Competitive System. The Agency and the Authority hereby acknowledge that certain public and private agencies, corporations, districts or other political subdivisions currently operate retail water supply and distribution systems within the boundaries of the Agency and that nothing contained in this Installment Purchase Agreement is intended to alter or affect such activities. The Agency will not, to the extent permitted by law: (a) acquire, construct, maintain or operate; or (b) within the scope of its powers, permit any other public or private agency, corporation, district or political subdivision or any person whomsoever to acquire, construct, maintain or operate within the Agency any water importation and treatment facilities competitive with the Water System.

Section 6.5. Tax Covenants. Notwithstanding any other provision of this Installment Purchase Agreement, absent a Favorable Opinion of Special Counsel that the exclusion from gross income of interest on the 2019A Bonds will not be adversely affected for federal income tax purposes, the Agency and the Authority covenant to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenant, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The Agency and the Authority will not take or omit to take any action or make any use of the proceeds of the 2019A Bonds or of any other moneys or property which would cause the 2019A Bonds to be “private activity bonds” within the meaning of Section 141 of the Code.

(b) Arbitrage. The Agency and the Authority will make no use of the proceeds of the 2019A Bonds or of any other amounts or property, regardless of the source, or take or omit to take any action which would cause the 2019A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code.

(c) Federal Guarantee. The Agency and the Authority will make no use of the proceeds of the 2019A Bonds or take or omit to take any action that would cause the 2019A Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The Agency and the Authority will take or cause to be taken all necessary action to comply with the informational reporting requirements of Section 149(e) of the Code.

(e) Hedge Bonds. The Agency and the Authority will make no use of the proceeds of the 2019A Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the 2019A Bonds to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the Agency and the Authority take all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the 2019A Bonds for federal income tax purposes.

(f) Miscellaneous. The Agency and the Authority will take no action, or omit to take any action, inconsistent with the expectations stated in any Tax Certificate executed with respect to the 2019A Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

(g) Compliance with Tax Certificate. In furtherance of the foregoing tax covenants of this Section 6.5, the Agency covenants that it will comply with the provisions of the Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the 2019A Bonds.

This section shall not be applicable to, and nothing contained herein shall be deemed to prevent the Agency and the Authority from issuing bonds, the interest with respect to which has been determined by Special Counsel to be subject to federal income taxation.

Section 6.6. Maintenance and Operation of the Water System. The Agency will maintain and preserve the Water System in good repair and working order at all times and will operate the

Water System in an efficient and economical manner and will pay all Operation and Maintenance Costs as they become due and payable.

Section 6.7. Payment of Claims. The Agency will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien on the Revenues or the funds or accounts created hereunder or under the Indenture or on any funds in the hands of the Agency pledged to pay the Series 2019A Installment Payments or to the Owners prior or superior to the lien of the Series 2019A Installment Payments or which might impair the security of the Series 2019A Installment Payments.

Section 6.8. Compliance with Contracts. The Agency will comply with, keep, observe and perform all agreements, conditions, covenants and terms, express or implied, required to be performed by it contained in the Water Contract and all contracts for the use of the Water System and all other contracts affecting or involving the Water System, to the extent that the Agency is a party thereto.

Section 6.9. Insurance.

(a) The Agency will procure and maintain or cause to be procured and maintained insurance on the Water System with responsible insurers in such amounts and against such risks (including accident to or destruction of the Water System) as are usually covered in connection with facilities similar to the Water System so long as such insurance is available from reputable insurance companies.

In the event of any damage to or destruction of the Water System caused by the perils covered by such insurance, the Net Proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Water System. The Agency shall begin such reconstruction, repair or replacement promptly after such damage or destruction shall occur, and shall continue and properly complete such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such Net Proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the Water System shall be free and clear of all claims and liens.

If such Net Proceeds exceed the costs of such reconstruction, repair or replacement, then the excess Net Proceeds shall be applied in part to the prepayment of Series 2019A Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of Series 2019A Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts. If such Net Proceeds are sufficient to enable the Agency to retire the entire obligation evidenced hereby prior to the final due date of the Series 2019A Installment Payments as well as the entire obligations evidenced by Bonds and Contracts then remaining unpaid prior to their final respective due dates, the Agency may elect not to reconstruct, repair or replace the damaged or destroyed portion of the Water System, and thereupon such Net Proceeds shall be applied to the prepayment of Series 2019A Installment Payments as provided in Article VII and to the retirement of such Bonds and Contracts.

(b) The Agency will procure and maintain such other insurance which it shall deem advisable or necessary to protect its interests and the interests of the Authority, which

insurance shall afford protection in such amounts and against such risks as are usually covered in connection with municipal water systems similar to the Water System.

(c) Any insurance required to be maintained by paragraph (a) above and, if the Agency determines to procure and maintain insurance pursuant to paragraph (b) above, such insurance, may be maintained under a self-insurance program so long as such self-insurance is maintained in the amounts and manner usually maintained in connection with water systems similar to the Water System and is, in the opinion of an accredited actuary, actuarially sound.

Section 6.10. Accounting Records; Financial Statements and Other Reports. The Agency will keep appropriate accounting records in which complete and correct entries shall be made of all transactions relating to the Water System, which records shall be available for inspection by the Authority and the Trustee at reasonable hours and under reasonable conditions. The Trustee shall have no duties to inspect such records.

Section 6.11. Protection of Security and Rights of the Authority. The Agency will preserve and protect the security hereof and the rights of the Authority to the Series 2019A Installment Payments hereunder and will warrant and defend such rights against all claims and demands of all persons.

Section 6.12. Payment of Taxes and Compliance with Governmental Regulations. The Agency will pay and discharge all taxes, assessments and other governmental charges which may hereafter be lawfully imposed upon the Water System, or any part thereof or upon the Revenues when the same shall become due. The Agency will duly observe and conform with all valid regulations and requirements of any governmental authority relative to the operation of the Water System, or any part thereof, but the Agency shall not be required to comply with any regulations or requirements so long as the validity or application thereof shall be contested in good faith.

Section 6.13. Amount of Rates and Charges.

(a) In any Fiscal Year in which the amount on deposit in the Rate Stabilization Fund on the first day of such Fiscal Year is less than Debt Service payable in such Fiscal Year, the Agency shall fix and prescribe rates and charges for Water Service which are reasonably expected to be sufficient to yield during such Fiscal Year Net Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5 in excess of twenty percent (20%) of Debt Service for such Fiscal Year) which will equal one hundred twenty percent (120%) of the Debt Service for such Fiscal Year.

(b) In any Fiscal Year in which the amount on deposit in the Rate Stabilization Fund on the first day of such Fiscal Year is at least equal to Debt Service payable in such Fiscal Year, the Agency shall fix and prescribe Revenues, other than described in clause (iii) of the definition thereof, that are reasonably expected to be sufficient to yield during such Fiscal Year such Revenues (not including amounts transferred from the Rate Stabilization Fund pursuant to Section 5.5) equal to one hundred twenty percent (120%) of Operation and Maintenance Costs during such Fiscal Year.

(c) The Agency may make adjustments from time to time in such rates and charges and may make such classifications thereof as it deems necessary, but shall not reduce the

rates and charges then in effect unless the Net Revenues or Revenues, as the case may be, from such reduced rates and charges will at all times be sufficient to meet the requirements of this section.

(d) So long as the Agency has complied with its obligations set forth in clause (a) and (b) above, the failure of Net Revenues to equal one hundred twenty percent (120%) of Debt Service at the end of a Fiscal Year shall not constitute a default or an Event of Default hereunder.

Section 6.14. Collection of Rates and Charges. The Agency will have in effect at all times by-laws, rules and regulations requiring each customer who purchases water from the Agency to pay the rates and charges applicable to the Water Service and providing for the billing thereof and for a due date and a delinquency date for each bill. In each case where such bill remains unpaid in whole or in part after it becomes delinquent, the Agency may disconnect such purchaser from the Water System, and such purchaser shall not thereafter be reconnected to the Water System except in accordance with Agency by-laws or rules and regulations governing such situations of delinquency.

Section 6.15. Eminent Domain Proceeds. If all or any part of the Water System shall be taken by eminent domain proceedings, the Net Proceeds thereof shall be applied as follows:

(a) If: (i) the Agency files with the Authority and the Trustee a certificate showing: (1) the estimated loss of annual Net Revenues, if any, suffered or to be suffered by the Agency by reason of such eminent domain proceedings; (2) a general description of the additions, betterments, extensions or improvements to the Water System proposed to be acquired and constructed by the Agency from such Net Proceeds; and (3) an estimate of the additional annual Net Revenues to be derived from such additions, betterments, extensions or improvements; and (ii) the Agency, on the basis of such certificate filed with the Authority and the Trustee, determines that the estimated additional annual Net Revenues will sufficiently offset the estimated loss of annual Net Revenues resulting from such eminent domain proceedings so that the ability of the Agency to meet its obligations hereunder will not be substantially impaired (which determination shall be final and conclusive), then the Agency shall promptly proceed with the acquisition and construction of such additions, betterments, extensions or improvements substantially in accordance with such certificate and such Net Proceeds shall be applied for the payment of the costs of such acquisition and construction, and any balance of such Net Proceeds not required by the Agency for such purpose shall be deposited in the Revenue Fund.

(b) If the foregoing conditions are not met, then such Net Proceeds shall be applied in part to the prepayment of Series 2019A Installment Payments as provided in Article VII and in part to such other fund or account as may be appropriate and used for the retirement of Bonds and Contracts in the same proportion which the aggregate unpaid principal balance of Series 2019A Installment Payments then bears to the aggregate unpaid principal amount of such Bonds and Contracts.

Section 6.16. Further Assurances. The Agency will adopt, deliver, execute and make any and all further assurances, instruments and resolutions as may be reasonably necessary or proper to carry out the intention or to facilitate the performance hereof and to better assure and confirm unto the Authority the rights and benefits provided to it herein.

Section 6.17. Enforcement of Contracts. So long as any of the 2019A Bonds are outstanding, the Agency will not voluntarily consent to or permit any rescission of, nor will it consent to any amendment to or otherwise take any action under or in connection with the Water

Contract or any other contracts previously or hereafter entered into which contracts provide for water to be supplied to the Agency which will reduce the supply of water thereunder (except as provided therein) if such rescission or amendment would in any manner impair or adversely affect the rights of the owners from time to time of the 2019A Bonds.

Section 6.18. Compliance with Water Contract. To the fullest extent permitted by law, the Agency will comply with Section 34(a) of the Water Contract.

Section 6.19. Continuing Disclosure. The Agency will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Installment Purchase Agreement, failure of the Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any Owners of 2019A Bonds or Beneficial Owners of at least 50% aggregate principal amount of the 2019A Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency to comply with its obligations under this section. For purposes of this section, "Beneficial Owner" means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2019A Bonds (including persons holding 2019A Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any 2019A Bonds for federal income tax purposes.

Section 6.20. No Additional Senior Obligations. The Agency hereby covenants to not issue or enter into any additional Senior Obligations.

## ARTICLE VII

### PREPAYMENT OF SERIES 2019A INSTALLMENT PAYMENTS

#### Section 7.1. Prepayment.

(a) The Agency may or shall, as the case may be, prepay from the Net Proceeds as provided herein the Series 2019A Installment Payments in whole or in part in the order of payment date as directed by the Agency, at a prepayment price equal to the sum of the principal amount prepaid plus accrued interest thereon to the date of prepayment.

(b) The Agency may prepay the Series 2019A Installment Payments, as a whole or in part, in the order of payment date as directed by the Agency, on the date and at the prepayment price (expressed as a percentage of the principal amount of the 2019A Bonds to be prepaid) plus accrued interest thereon to the date of prepayment, as set forth in Section 4.01 of the Indenture.

Notwithstanding any such prepayment, the Agency shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority and the Trustee).

Section 7.2. Method of Prepayment. Before making any prepayment pursuant to Section 7.1, the Agency shall, within five (5) days following the event permitting the exercise of such right to prepay or creating such obligation to prepay, give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid, which

date shall be not less than sixty (60) nor more than seventy-five (75) days from the date such notice is given.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.1. Events of Default and Acceleration of Maturities. If one or more of the following Events of Default shall happen:

(a) if default shall be made by the Agency in the due and punctual payment of any Series 2019A Installment Payment or any Contract or Bond when and as the same shall become due and payable;

(b) if default shall be made by the Agency in the performance of any of the agreements or covenants required herein or in connection with any Contract or Bond to be performed by it, and such default shall have continued for a period of thirty (30) days after the Agency shall have been given notice in writing of such default by the Authority or, if such default is not reasonably susceptible to cure within thirty (30) days after notice thereof, such default shall have continued for a period of sixty (60) days;

(c) if the Agency shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Agency seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Agency or of the whole or any substantial part of its property; or

(d) if payment of the principal of any Contract or Bond is accelerated in accordance with its terms;

then and in each and every such case during the continuance of such Event of Default specified in clause (c) and (d) above, the Authority shall, and for any other such Event of Default the Authority may, by notice in writing to the Agency, declare the entire principal amount of the unpaid Series 2019A Installment Payments and the accrued interest thereon to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything contained herein to the contrary notwithstanding. This section, however, is subject to the condition that if at any time after the entire principal amount of the unpaid Series 2019A Installment Payments and the accrued interest thereon shall have been so declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the Agency shall deposit with the Authority a sum sufficient to pay the unpaid principal amount of the Series 2019A Installment Payments or the unpaid payment of any other Contract or Bond referred to in clause (a) above due prior to such declaration and the accrued interest thereon, with interest on such overdue installments, at the rate or rates applicable to the remaining unpaid principal balance of the Series 2019A Installment Payments or such Contract or Bond if paid in accordance with their terms, and the reasonable expenses of the Authority, and any and all other defaults known to the Authority (other than in the payment of the entire principal amount of the unpaid Series 2019A

Installment Payments and the accrued interest thereon due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Authority, or provision deemed by the Authority to be adequate shall have been made therefor, then and in every such case the Authority, by written notice to the Agency, may rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.2. Application of Funds Upon Acceleration. Upon the date of the declaration of acceleration as provided in Section 8.1, all Revenues thereafter received by the Agency and all amounts on deposit in the Rate Stabilization Fund shall be applied in the following order:

First, to the payment, without preference or priority, and in the event of any insufficiency ratably without any discrimination or preference, of the fees, costs and expenses, if any of the Authority and the Trustee in carrying out the provisions of this article, including reasonable compensation to their respective accountants and counsel;

Second, to the payment of the Operation and Maintenance Costs;

Third, to the payment of Senior Obligations in accordance with the terms thereof;

Fourth, to the payment of the entire principal amount of the unpaid Series 2019A Installment Payments and the unpaid principal amount of all Bonds and Contracts and the accrued interest thereon, with interest on the overdue installments at the rate or rates of interest applicable to the Series 2019A Installment Payments and such Bonds and Contracts if paid in accordance with their respective terms; and

Fifth, to the payment of Subordinate Obligations in accordance with the terms thereof.

Section 8.3. Other Remedies of the Authority. The Authority shall have the right:

(a) by mandamus or other action or proceeding or suit at law or in equity to enforce its rights against the Agency or any director, officer or employee thereof, and to compel the Agency or any such director, officer or employee to perform and carry out its or his duties under the Law and the agreements and covenants required to be performed by it or him contained herein;

(b) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Authority; or

(c) by suit in equity upon the happening of an Event of Default to require the Agency and its directors, officers and employees to account as the trustee of an express trust.

Notwithstanding anything contained herein, Authority shall have no security interest in or mortgage on the Project, the Water System or other assets of the Agency and no default hereunder shall result in the loss of the Project, the Water System, or other assets of the Agency.

Section 8.4. Non-Waiver. Nothing in this article or in any other provision hereof shall affect or impair the obligation of the Agency, which is absolute and unconditional, to pay the Series 2019A Installment Payments to the Authority at the respective due dates or upon prepayment from the Net Revenues, the Revenue Fund and the other funds herein pledged for such payment, or shall



affect or impair the right of the Authority, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein.

A waiver of any default or breach of duty or contract by the Authority shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Authority to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Authority by the Law or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Authority.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned or determined adversely to the Authority, the Agency and the Authority shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Section 8.5. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

## ARTICLE IX

### DISCHARGE OF OBLIGATIONS

Section 9.1. Discharge of Obligations. When:

(a) all or any portion of the Series 2019A Installment Payments shall have become due and payable in accordance herewith or a written notice of the Agency to prepay all or any portion of the Series 2019A Installment Payments shall have been filed with the Trustee; and

(b) there shall have been deposited with the Trustee at or prior to the Series 2019A Installment Payment Dates or date (or dates) specified for prepayment, in trust for the benefit of the Authority or its assigns and irrevocably appropriated and set aside to the payment of all or any portion of the Series 2019A Installment Payments, sufficient moneys and non-callable Permitted Investments, issued by the United States of America and described in clauses (a) or (b) of the definition thereof, the principal of and interest on which when due will provide money sufficient to pay all principal, prepayment premium, if any, and interest of such Series 2019A Installment Payments to their respective Series 2019A Installment Payment Dates or prepayment date or dates as the case may be; and

(c) provision shall have been made for paying all fees and expenses of the Trustee;

then and in that event, the right, title and interest of the Authority herein and the obligations of the Agency hereunder shall, with respect to all or such portion of the Series 2019A Installment Payments as have been so provided for, thereupon cease, terminate, become void and be completely discharged and satisfied (except for the right of the Trustee and the obligation of the Agency to have such

moneys and such Permitted Investments applied to the payment of such Series 2019A Installment Payments).

In such event, upon request of the Agency, the Trustee shall cause an accounting for such period or periods as may be requested by the Agency to be prepared and filed with the Agency and shall execute and deliver to the Agency all such instruments as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be, and, in the event of a total discharge and satisfaction, the Trustee shall pay over to the Agency, after payment of all amounts due the Trustee pursuant to the Indenture, as an overpayment of Series 2019A Installment Payments, all such moneys or such Permitted Investments held by it pursuant hereto other than such moneys and such Permitted Investments, as are required for the payment or prepayment of the Series 2019A Installment Payments, which moneys and Permitted Investments shall continue to be held by the Trustee in trust for the payment of the Series 2019A Installment Payments and shall be applied by the Trustee to the payment of the Series 2019A Installment Payments of the Agency.

## ARTICLE X

### MISCELLANEOUS

Section 10.1. Liability of Agency Limited. Notwithstanding anything contained herein, the Agency shall not be required to advance any moneys derived from any source of income other than the Net Revenues and the other funds provided herein and in the Indenture for the payment of the Series 2019A Installment Payments or for the performance of any agreements or covenants required to be performed by it contained herein. The Agency may, however, advance moneys for any such purpose so long as such moneys are derived from a source legally available for such purpose and may be legally used by the Agency for such purpose.

The obligation of the Agency to make the Series 2019A Installment Payments is a special obligation of the Agency payable solely from such Net Revenues and other funds described herein, and does not constitute a debt of the Agency or of the State of California or of any political subdivision thereof in contravention of any constitutional or statutory debt limitation or restriction.

Section 10.2. Benefits of Installment Purchase Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Agency or the Authority any right, remedy or claim under or pursuant hereto, and any agreement or covenant required herein to be performed by or on behalf of the Agency or the Authority shall be for the sole and exclusive benefit of the other party.

Section 10.3. Successor Is Deemed Included in all References to Predecessor. Whenever either the Agency or the Authority is named or referred to herein, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Agency or the Authority, and all agreements and covenants required hereby to be performed by or on behalf of the Agency or the Authority shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

Section 10.4. Waiver of Personal Liability. No director, officer or employee of the Agency shall be individually or personally liable for the payment of the Series 2019A Installment Payments, but nothing contained herein shall relieve any director, officer or employee of the Agency from the performance of any official duty provided by any applicable provisions of law or hereby.

Section 10.5. Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith” and other words of similar import refer to the Installment Purchase Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

Section 10.6. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Agency or the Authority shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof. The Agency and the Authority hereby declare that they would have executed the Installment Purchase Agreement, and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 10.7. Assignment. The Installment Purchase Agreement and any rights hereunder may be assigned by the Authority, as a whole or in part, without the necessity of obtaining the prior consent of the Agency.

Section 10.8. Net Contract. The Installment Purchase Agreement shall be deemed and construed to be a net contract, and the Agency shall pay absolutely net during the term hereof the Series 2019A Installment Payments and all other payments required hereunder, free of any deductions and without abatement, diminution or set-off whatsoever.

Section 10.9. California Law. THE INSTALLMENT PURCHASE AGREEMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

Section 10.10. Notices. All written notices to be given hereunder shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other party in writing from time to time, namely:

If to the Agency: Santa Clarita Valley Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350  
Attention: General Manager

If to the Authority: Upper Santa Clara Valley Joint Powers Authority  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350  
Attention: Executive Director

If to the Trustee: U.S. Bank National Association  
633 West Fifth Street, 24th Floor  
Los Angeles, California 90071  
Attention: Global Corporate Trust  
Reference: Santa Clarita Valley Water Agency, Series  
2019A

Section 10.11. Effective Date. The Installment Purchase Agreement shall become effective upon its execution and delivery, and shall terminate when the Purchase Price shall have been fully paid (or provision for the payment thereof shall have been made to the written satisfaction of the Authority and the Trustee).

Section 10.12. Execution in Counterparts. The Installment Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

Section 10.13. Indemnification of Authority. The Agency hereby agrees to indemnify and hold harmless the Authority and its directors, offices and employees if and to the extent permitted by law, from and against all claims, advances, damages and losses, including legal fees and expenses, arising out of or in connection with the acceptance or the performance of its duties hereunder and under the Indenture; provided that no indemnification will be made for willful misconduct, negligence or breach of an obligation hereunder or under the Indenture by the Authority.

Section 10.14. Amendments Permitted.

(a) This Installment Purchase Agreement and the rights and obligations of the Authority, the Agency, the 2019A Bond Owners and the Trustee hereunder may be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding when the written consents of the Owners of a majority in aggregate principal amount of the 2019A Bonds then Outstanding, exclusive of 2019A Bonds disqualified as provided in Section 9.02 of the Indenture, are filed with the Trustee. No such amendment or supplement shall: (i) reduce the rate of interest on any 2019A Bond or extend the time of payment thereof or reduce the amount of principal or redemption premium, if any, of any 2019A Bond or extend the maturity thereof or otherwise alter or impair the obligation of the Authority to pay the interest and principal and redemption premium, if any, thereon at the time and place and at the rate and in the currency and from the funds provided therein without the prior written consent of the Owner of the 2019A Bond so affected; or (ii) modify any of the rights or obligations of the Trustee without its prior written consent thereto.

(b) This Installment Purchase Agreement and the rights and obligations of the Authority, the Agency, the 2019A Bond Owners and the Trustee hereunder may also be amended or supplemented at any time by an amendment hereof or supplement hereto which shall become binding upon execution without the written consents of any Owners, but only to the extent permitted by law:

(1) to add to the agreements, conditions, covenants and terms contained herein required to be observed or performed by the Authority or the Agency other agreements, conditions, covenants and terms thereafter to be observed or performed by the Authority or the Agency, or to surrender any right reserved herein to or conferred herein on the Authority or the Agency, and which in either case shall not adversely affect the interests of the Owners;

(2) to modify, amend or supplement this Installment Purchase Agreement in such a manner as to preserve the exemption of the 2019A Bonds from the registration requirements of the Securities Act of 1933 or any similar federal statute hereafter in effect or to permit the qualification of the Indenture under the Trust Indenture Act of 1939 or any similar federal statute hereinafter in effect;

(3) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority or the Agency may deem desirable or necessary, and which shall not adversely affect the interests of the Owners;

(4) to the extent required to conform the procedures under this Installment Purchase Agreement to the procedures of the Depository, as such procedures may be in effect from time to time; and

(5) to make any modifications or changes necessary or appropriate in the opinion of Special Counsel to preserve or protect the exclusion from gross income for federal income tax purposes of interest on the 2019A Bonds.

The Agency shall give written notice of any amendment to the Installment Purchase Agreement and the rights and obligations of the Authority and the Agency and the Owners and the Trustee hereunder to Moody's, S&P and Fitch not less than fifteen (15) days prior to the execution thereof.

Section 10.15. Paired Obligation Provider Guidelines. For purposes of Section 5.3 and Section 6.13, Paired Obligations shall comply with the following conditions:

(a) A Paired Obligation Provider shall initially have a long-term rating equal to or better than the Initial Rating Requirement.

(b) So long as the long-term rating of the Paired Obligation Provider is not reduced below the Minimum Rating Requirement, the interest rate evidenced by such Paired Obligation shall be deemed to be equal to the irrevocable fixed interest rate attributable thereto for purposes of Section 5.3 and Section 6.13.

(c) In the event that a Paired Obligation Provider does not maintain the Minimum Rating Requirement and the Agency does not replace such Paired Obligation Provider with another Paired Obligation Provider which maintains the Initial Rating Requirement within ten (10) Business Days of notice that the Paired Obligation Provider has not maintained the Minimum Rating Requirement, interest with respect to such Paired Obligations shall be computed for purposes of Section 5.3 and Section 6.13 without regard to payments to be received from the Paired Obligation Provider.

Section 10.16. Retail Water Distribution Facilities. Notwithstanding anything contained herein or in the Indenture to the contrary, no provision of this Installment Purchase Agreement or of the Indenture shall prohibit, restrict or otherwise affect the ability of the Agency to finance and acquire retail water distribution facilities, apply the revenues thereof in accordance with the terms of such financing and acquisition or otherwise affect the Agency's operation of such facilities, unless

the Board of Directors of the Agency makes the determinations described in the definition of “Water System” in Article I hereof.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Installment Purchase Agreement by their officers thereunto duly authorized as of the day and year first written above.

SANTA CLARITA VALLEY WATER AGENCY

By: \_\_\_\_\_  
President of the Board of Directors

(SEAL)

Attest:

\_\_\_\_\_  
Secretary of the Board of Directors

UPPER SANTA CLARA VALLEY JOINT  
POWERS AUTHORITY

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

Attest:

\_\_\_\_\_  
Secretary

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## EXHIBIT A

### DESCRIPTION OF THE PROJECT

The Project comprises the following described components:

- Castaic Conduit
- Distribution System - RV-2 Modifications
- ESFP Clearwell/CT Improvements
- ESFP Sludge Collection System
- ESIPS Pipeline Improvements
- Foothill Feeder Connection
- Honby Parallel
- Magic Mountain Pipeline No. 4
- Magic Mountain Pipeline No. 5
- Magic Mountain Pipeline No. 6
- Magic Mountain Reservoir
- Recycled Water Program Phase II, 2A - Central Park
- Recycled Water Program Phase II, 2B - Vista Canyon
- Recycled Water Program Phase II, 2C - South End
- Recycled Water Program Phase II, 2D - West Ranch
- Rosedale Rio Bravo Extraction

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EXHIBIT B

CERTIFICATE OF GENERAL MANAGER

I, Matthew Stone, am the duly authorized General Manager of the Santa Clarita Valley Water Agency (the “Agency”) and, pursuant to Sections 4.1(b) and (c) and 4.2 of the Installment Purchase Agreement, dated as of February 1, 2019 (the “Agreement”), by and between the Agency and the Upper Santa Clara Valley Joint Powers Authority, set forth the following:

1. The principal amount of payments to be made by the Agency under the Agreement is \$\_\_\_\_\_.

2. The installment payments are payable in the amounts and on the Series 2019A Installment Payment Dates with respect to the 2019A Bonds as follows:

<i>Series 2019A Installment Payment Date (Second Business Day Prior To)</i>	<i>Amount Attributable to Principal</i>	<i>Amount Attributable to Interest</i>	<i>Total</i>
	\$	\$	\$

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Dated: \_\_\_\_\_, 2019

SANTA CLARITA VALLEY WATER  
AGENCY

By: \_\_\_\_\_  
Matthew Stone  
General Manager

EXHIBIT C

FORM OF REQUISITION NO. \_\_\_\_\_ FOR  
DISBURSEMENT FROM ACQUISITION FUND

UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY  
\$ \_\_\_\_\_  
REVENUE BONDS, SERIES 2019A

The undersigned hereby states and certifies:

(i) that the undersigned is the duly appointed, qualified and acting General Manager of the Santa Clarita Valley Water Agency, an agency duly organized and existing under and by virtue of the laws of the State of California (the "Agency"), and as such, is familiar with the facts herein certified and is authorized to certify the same;

(ii) that, pursuant to Section 3.6 of that certain Installment Purchase Agreement, dated as of February 1, 2019 (the "Installment Purchase Agreement"), by and between the Agency and the Upper Santa Clara Valley Joint Powers Authority, a joint exercise of powers authority duly organized and existing under and by virtue of the laws of the State of California, the undersigned hereby requests the Chief Financial and Administrative Officer of the Agency to disburse this date the following amounts from the Acquisition Fund established under the Installment Purchase Agreement, to the payees designated on the attached Exhibit 1;

(iii) that each obligation mentioned herein has been incurred by the Agency and is a proper charge against the Acquisition Fund;

(iv) that any approval required under the California Environmental Quality Act, as amended (Division 13 of the California Public Resources Code), prior to the expenditure of such amount for the purpose set forth on the attached Exhibit 1 has been received and is final;

(v) that there has not been filed with or served upon the Agency notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on the attached Exhibit 1, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

SANTA CLARITA VALLEY WATER AGENCY

---

General Manager

EXHIBIT 1

ACQUISITION FUND DISBURSEMENTS

<i>Item Number</i>	<i>Payee Name and Address</i>	<i>Purpose of Obligation</i>	<i>Amount</i>
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____

*Table of Contents*

*Page*

ARTICLE I

DEFINITIONS

Section 1.1. Definitions..... 1

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations by the Agency..... 8  
Section 2.2. Representations and Warranties by the Authority ..... 8

ARTICLE III

ACQUISITION OF THE PROJECT

Section 3.1. Sale and Purchase of Project..... 9  
Section 3.2. Purchase and Sale of Project..... 9  
Section 3.3. Title ..... 9  
Section 3.4. Acquisition and Construction of the Project ..... 9  
Section 3.5. Changes to the Project ..... 10  
Section 3.6. Acquisition Fund..... 10

ARTICLE IV

SERIES 2019A INSTALLMENT PAYMENTS

Section 4.1. Purchase Price ..... 10  
Section 4.2. Series 2019A Installment Payments ..... 11

ARTICLE V

SECURITY

Section 5.1. Pledge of Revenues..... 11  
Section 5.2. Allocation of Revenues..... 11  
Section 5.3. Additional Contracts and Bonds ..... 13  
Section 5.4. Investments ..... 14  
Section 5.5. Rate Stabilization Fund..... 14

ARTICLE VI

COVENANTS OF THE AGENCY

Section 6.1. Compliance with Installment Purchase Agreement and Ancillary Agreements..... 14  
Section 6.2. Against Encumbrances..... 15

*Table of Contents*  
(continued)

	<i>Page</i>
Section 6.3. Against Sale or Other Disposition of Property .....	15
Section 6.4. Against Competitive System.....	15
Section 6.5. Tax Covenants .....	16
Section 6.6. Maintenance and Operation of the Water System .....	16
Section 6.7. Payment of Claims.....	17
Section 6.8. Compliance with Contracts.....	17
Section 6.9. Insurance.....	17
Section 6.10. Accounting Records; Financial Statements and Other Reports .....	18
Section 6.11. Protection of Security and Rights of the Authority.....	18
Section 6.12. Payment of Taxes and Compliance with Governmental Regulations.....	18
Section 6.13. Amount of Rates and Charges .....	18
Section 6.14. Collection of Rates and Charges.....	19
Section 6.15. Eminent Domain Proceeds.....	19
Section 6.16. Further Assurances.....	19
Section 6.17. Enforcement of Contracts .....	19
Section 6.18. Compliance with Water Contract.....	20
Section 6.19. Continuing Disclosure .....	20
Section 6.20. No Additional Senior Obligations .....	20

ARTICLE VII

PREPAYMENT OF SERIES 2019A INSTALLMENT PAYMENTS

Section 7.1. Prepayment .....	20
Section 7.2. Method of Prepayment.....	20

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF THE AUTHORITY

Section 8.1. Events of Default and Acceleration of Maturities .....	21
Section 8.2. Application of Funds Upon Acceleration .....	22
Section 8.3. Other Remedies of the Authority .....	22
Section 8.4. Non-Waiver.....	22
Section 8.5. Remedies Not Exclusive .....	23

ARTICLE IX

DISCHARGE OF OBLIGATIONS

Section 9.1. Discharge of Obligations .....	23
---	----

ARTICLE X

MISCELLANEOUS

Section 10.1. Liability of Agency Limited .....	24
Section 10.2. Benefits of Installment Purchase Agreement Limited to Parties .....	24



*Table of Contents*  
*(continued)*

	<i>Page</i>
Section 10.3. Successor Is Deemed Included in all References to Predecessor .....	24
Section 10.4. Waiver of Personal Liability .....	24
Section 10.5. Section Headings, Gender and References .....	25
Section 10.6. Partial Invalidity.....	25
Section 10.7. Assignment .....	25
Section 10.8. Net Contract .....	25
Section 10.9. California Law .....	25
Section 10.10. Notices .....	25
Section 10.11. Effective Date .....	26
Section 10.12. Execution in Counterparts.....	26
Section 10.13. Indemnification of Authority .....	26
Section 10.14. Amendments Permitted.....	26
Section 10.15. Paired Obligation Provider Guidelines .....	27
Section 10.16. Retail Water Distribution Facilities .....	27
Exhibit A Description of the Project .....	A-1
Exhibit B Certificate of General Manager.....	B-1
Exhibit C Form of Requisition No. ___ for Disbursement from Acquisition Fund.....	C-1

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## ATTACHMENT 3

Stradling Yocca Carlson & Rauth  
Draft of 1/23/19

### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by the Santa Clarita Valley Water Agency (the “Agency”) in connection with the issuance by the Upper Santa Clara Valley Joint Powers Authority (the “Authority”) of its \$\_\_\_\_\_ Upper Santa Clara Valley Joint Powers Authority Revenue Bonds, Series 2019A (the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust, dated as of February 1, 2019 (the “Indenture of Trust”), by and between U.S. Bank National Association, as trustee (the “Trustee”) and the Authority. The Agency covenants and agrees as follows:

1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Agency for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule.

2. Definitions. In addition to the definitions set forth in the Indenture of Trust, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report. The term “Annual Report” means any Annual Report provided by the Agency pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

Beneficial Owner. The term “Beneficial Owner” means any person which: (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any Bonds for federal income tax purposes.

EMMA. The term “EMMA” means the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at <http://emma.msrb.org/>.

Fiscal Year. The term “Fiscal Year” means the one-year period ending on the last day of June of each year.

Holder. The term “Holder” means a registered owner of the Bonds.

Installment Purchase Agreement. “Installment Purchase Agreement” means that certain Installment Purchase Agreement executed and entered into as of February 1, 2019, by and between the Agency and the Authority.

Listed Events. The term “Listed Events” means any of the events listed in Sections 5(a) and (b) of this Disclosure Certificate.

Official Statement. The term “Official Statement” means the Official Statement dated \_\_\_\_\_, 2019 relating to the Bonds.

Participating Underwriter. The term “Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Rule. The term “Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

3. Provision of Annual Reports.

(a) The Agency shall provide not later than 270 days following the end of its Fiscal Year (commencing with Fiscal Year 2019) to EMMA an Annual Report relating to the immediately preceding Fiscal Year which is consistent with the requirements of Section 4 of this Disclosure Certificate, which Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If the Agency is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Agency shall send to EMMA a notice in the manner prescribed by the Municipal Securities Rulemaking Board.

4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following:

(a) The audited financial statements of the Agency for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Agency’s audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they come available.

(b) Principal amount of the Bonds outstanding.

(c) An update, for the prior Fiscal Year only, of the information in the following tables or paragraphs under the caption entitled “WATER SUPPLY” in Appendix A of the Official Statement:

1. “Table \_\_\_ - SANTA CLARITA VALLEY WATER AGENCY – Historic Water Production” on page A-\_\_\_;

(d) An update, for the prior Fiscal Year only, of the information in the following tables or paragraphs under the caption entitled “THE WHOLESALE WATER SYSTEM” in the Official Statement:

1. “Table \_\_\_ - SANTA CLARITA VALLEY WATER AGENCY - Historic Water Sales By Agency and Historic Wholesale Water Sales Revenues” on page A-\_\_\_;

2. “Table \_\_\_ - SANTA CLARITA VALLEY WATER AGENCY - Agency Share of 1% Property Tax Levy” on page A-\_\_\_;

3. “Table \_\_ - SANTA CLARITA VALLEY WATER AGENCY - Total Facility Capacity Fee Income” on page A-\_\_;

(e) An update, for the prior Fiscal Year only, of the information in the following tables or paragraphs under the caption entitled “WHOLESALE WATER SYSTEM FINANCIAL INFORMATION” in the Official Statement; provided however if such information can be derived from the audited financial statements required to be filed in 4(a) above, failure to file a separate table under this section 4(f) shall not constitute a default hereunder:

1. “Table \_\_ - SANTA CLARITA VALLEY WATER AGENCY - Historic Operating Results and Debt Service Coverage” on page A-\_\_; and

(f) A description of additional Contracts or Bonds (as defined in Section 5.3 of the Installment Purchase Agreement) executed or issued by the Agency during the most recently completed Fiscal Year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Agency or related public entities, which have been submitted to EMMA; provided, that if any document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board; and provided further, that the Agency shall clearly identify each such document so included by reference.

5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not more than ten (10) Business Days after the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
6. tender offers;
7. defeasances;
8. ratings changes;
9. bankruptcy, insolvency, receivership or similar proceedings; and

Note: For the purposes of the event identified in subparagraph (9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

10. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5, the Agency shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. unless described in Section 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;

2. modifications to the rights of Bond holders;

3. optional, unscheduled or contingent Bond redemptions;

4. release, substitution or sale of property securing repayment of the Bonds;

5. non-payment related defaults;

6. the consummation of a merger, consolidation, or acquisition involving the Agency or the sale of all or substantially all of the assets of the Agency, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

7. appointment of a successor or additional trustee or the change of the name of a trustee;

8. incurrence of a financial obligation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation, any of which affect Bond holders.

(c) If the Agency determines that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the Agency shall file a notice of such occurrence with EMMA in a timely manner not more than ten (10) Business Days after the event.

(d) For purposes of the events identified in subparagraphs (a)(10) and (b)(8) under this Section 5, the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

6. Customarily Prepared and Public Information. Upon request, the Agency shall provide to any person financial information and operating data regarding the Agency which is customarily prepared by the Agency and is publicly available.

7. Termination of Obligation. The Agency’s obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Agency shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Agency may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that, in the opinion of nationally recognized bond counsel, such amendment or waiver is permitted by the Rule.

9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Agency chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Agency shall not thereby have any obligation under this Disclosure Certificate to update such information or include it in any future notice of occurrence of a Listed Event.

10. Default. In the event of a failure of the Agency to file an annual report under Section 4 hereof or to file a report of significant event under Section 5 hereof, any Holders or Beneficial Owners of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency to comply with its obligations under this Disclosure Certificate to make such filing. Notwithstanding the foregoing, no action may be undertaken by Holders or Beneficial Owners of the Bonds with respect to the adequacy of the information contained in any such filing or otherwise without the approval in writing of Holders or Beneficial Owners of at least 50% of the aggregate principal amount of the Bonds. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Agency to comply with this Disclosure Certificate shall be an action to compel performance.

No Holder or Beneficial Owner of the Bonds may institute such action, suit or proceeding to compel performance unless they shall have first delivered to the Agency satisfactory written evidence of their status as such, and a written notice of and request to cure such failure, and the Agency shall have refused to comply therewith within a reasonable time.

11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Agency, the Participating Underwriter and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: \_\_\_\_\_, 2019

SANTA CLARITA VALLEY WATER AGENCY

By: \_\_\_\_\_  
Its: President of the Board of Directors



# ATTACHMENT 4

*Gilmore & Bell*  
*DRAFT 01/23/2019*

## PURCHASE CONTRACT

\$ \_\_\_\_\_  
UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY  
REVENUE BONDS,  
SERIES 2019A

\_\_\_\_\_, 2019

Upper Santa Clara Valley Joint Powers Authority  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350-2173

Santa Clarita Water Agency  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350-2173104

Ladies and Gentlemen:

Citigroup Global Markets Inc., acting on behalf of itself and not as an agent or representative of you (the “Underwriter”), offers to enter into this purchase contract (the “Purchase Contract”) with the Santa Clarita Valley Water Agency (the “Agency”), and the Upper Santa Clara Valley Joint Powers Authority (the “Authority”), which will be binding upon the Agency, the Authority and the Underwriter upon the acceptance hereof by the Agency and the Authority. This offer is made subject to its acceptance by the Agency and the Authority by execution of this Purchase Contract and its delivery to the Underwriter, on or before 8:00 p.m., California time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and upon the basis of the representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Authority hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of \$\_\_\_\_\_ aggregate principal amount of the Upper Santa Clara Valley Joint Powers Authority Revenue Bonds, Series 2019A (the “Series 2019A Bonds”). The Series 2019A Bonds will mature in the amounts and on the dates and bear interest at the rates set forth on Appendix A hereto. The Underwriter will purchase the Series 2019A Bonds for the aggregate purchase price of \$\_\_\_\_\_ (representing the aggregate principal amount of the Series 2019A Bonds [less/plus] a [net] reoffering [discount/premium] of \$\_\_\_\_\_ and less an underwriting discount of \$\_\_\_\_\_).

2. Description and Purpose of the Series 2019A Bonds. The Series 2019A Bonds shall be executed and delivered pursuant to an Indenture of Trust dated as of February 1, 2019 (the “Indenture”) by and between the Authority and U.S. Bank National Association, as trustee (“U.S. Bank”). The Series 2019A Bonds are special limited obligations of the Authority and are payable solely from Revenues and from certain other amounts on deposit in funds and accounts under the

Indenture. Revenues will consist primarily of amounts received by the Authority (the “Series 2019A Installment Payments”) pursuant to the Installment Purchase Agreement dated as of February 1, 2019 (the “Installment Purchase Agreement”), between the Authority and the Agency and all interest or gain derived from the investment of amounts in any of the funds or accounts established under the Indenture. The obligation of the Agency to make the Series 2019A Installment Payments is a special obligation of the Agency payable solely from the Net Revenues of the Wholesale Water System (as such terms are defined in the Installment Purchase Agreement) of the Agency. The Series 2019A Bonds shall be as described in the Indenture and the Official Statement dated \_\_\_\_\_, 2019, relating to the Series 2019A Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the “Official Statement”).

The Series 2019A Bonds are being issued to (i) finance the acquisition of certain capital improvements to the Agency’s Wholesale Water System and (ii) pay the costs of issuing the Series 2019A Bonds.

3. Public Offering. The Underwriter agrees to make an initial bona fide public offering of all the Series 2019A Bonds at the public offering prices set forth on the inside cover page of the Official Statement. Subsequent to the initial public offering, the Underwriter reserves the right to change the initial public offering prices as the Underwriter shall deem necessary in connection with the marketing of the Series 2019A Bonds, provided that the Underwriter shall not change the interest rates set forth on Appendix A hereto. The Underwriter may offer and sell the Series 2019A Bonds to certain dealers (including dealers depositing the Series 2019A Bonds into investment trusts) and others at prices lower than initial public offering prices. The Underwriter also reserves the right (i) to engage in transactions that stabilize, maintain or otherwise affect the market price of the Series 2019A Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such transactions, if commenced, at any time.

4. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Authority in establishing the issue price of the Series 2019A Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2019A Bonds.

(b) [Except as otherwise set forth in Schedule A attached hereto,] the Authority will treat the first price at which 10% of each maturity of the Series 2019A Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Contract, the Underwriter shall report to the Authority the price or prices at which it has sold to the public each maturity of Bonds. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2019A Bonds.

*[Subsection (c) shall apply only if the Underwriter agrees to apply the hold-the-offering-price rule, as described below.]*

[(c) The Underwriter confirms that it has offered the Series 2019A Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule A attached hereto, except as otherwise set forth therein. Schedule A also sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2019A Bonds for which the 10% test has not been satisfied and for which the Authority and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2019A Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Authority promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2019A Bonds to the public at a price that is no higher than the initial offering price to the public.]

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2019A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2019A Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2019A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2019A Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2019A Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Authority acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2019A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Authority further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2019A Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2019A Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series 2019A Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2019A Bonds to the public and (B) any person

that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2019A Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2019A Bonds to the public),

(iii) a purchaser of any of the Series 2019A Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

5. Delivery of Official Statement. Pursuant to the authorization of the Authority and the Agency, the Underwriter has distributed copies of the Preliminary Official Statement dated \_\_\_\_\_, 2019, relating to the Series 2019A Bonds, which, together with the cover page and appendices thereto, is herein called the “Preliminary Official Statement.” By their execution of this Purchase Contract, the Authority hereby approves and ratifies the distribution and use by the Underwriter of the Preliminary Official Statement (other than Appendices [A, B, C, and D] to the Preliminary Official Statement) and the Agency hereby approves and ratifies the distribution and use by the Underwriter of Appendices [A, B, C, and D] to the Preliminary Official Statement (the “Agency Portion”). The Authority agrees to execute and deliver a final Official Statement in substantially the same form as the Preliminary Official Statement with such changes as may be made thereto with the consent of the Authority and/or the Agency and the Underwriter, as appropriate, and to provide copies thereof to the Underwriter as set forth in Paragraph 7(a)(xiv) hereof. The Agency and the Authority hereby authorize the Underwriter to use and distribute, in connection with the offer and sale of the Series 2019A Bonds: the Preliminary Official Statement, the Official Statement, the Indenture, the Installment Purchase Agreement, the Continuing Disclosure Certificate (as hereinafter defined), and other documents or contracts to which the Agency or the Authority is a party in connection with the transactions contemplated by this Purchase Contract, including this Purchase Contract and all information contained herein, and all other documents, certificates and statements furnished by the Agency or the Authority to the Underwriter in connection with the transactions contemplated by this Purchase Contract.

6. The Closing. At 8:00 a.m., California time, on \_\_\_\_\_, 2019, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Agency, the Authority and the Underwriter, the Agency and the Authority will cause to be executed and delivered (i) the Series 2019A Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter, and (ii) the closing documents hereinafter mentioned at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”) in Newport Beach, California or another place to be

mutually agreed upon by the Agency, the Authority and the Underwriter. The Underwriter will accept such delivery of the Series 2019A Bonds and pay the purchase price of such Series 2019A Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Agency. This payment for and delivery of the Series 2019A Bonds, together with the execution and delivery of the aforementioned documents, is herein called the “Closing.”

7. (a) Agency Representations, Warranties and Covenants. The Agency represents, warrants and covenants to the Underwriter that:

(i) Due Organization, Existence and Authority. The Agency is an agency duly organized and existing under the Constitution and laws of the State of California (the “State”), with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract, the Installment Purchase Agreement, and the hereinafter defined Continuing Disclosure Certificate (collectively, the “Agency Documents”) and to carry out and consummate the transactions contemplated by the Agency Documents and the Agency Portion of the Official Statement.

(ii) Due Authorization and Approval. By all necessary official action of the Agency, the Agency has duly authorized and approved the execution and delivery of and the performance by the Agency of the obligations contained or described in the Agency Portion of the Preliminary Official Statement, the Agency Portion of the Official Statement and the Agency Documents and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, each Agency Document will constitute the legally valid and binding obligation of the Agency enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors’ rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(iii) Agency Portion of Official Statement Accurate and Complete. The Agency Portion of the Preliminary Official Statement was as of its date, and the Agency Portion of the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Agency Portion of the Preliminary Official Statement and the Agency Portion of the Official Statement contain, and up to and including the Closing, will contain no misstatement of any material fact and do not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC’s book-entry system).

(iv) Underwriter’s Consent to Amendments and Supplements to Agency Portion of the Official Statement. The Agency will advise the Underwriter promptly of any proposal to amend or supplement the Agency Portion of the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Agency will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or

otherwise affecting the use of the Agency Portion of the Official Statement in connection with the offering, sale or distribution of the Series 2019A Bonds.

(v) Agency Agreement to Amend or Supplement Agency Portion of the Official Statement. If after the date of this Purchase Contract and until 25 days after the end of the “underwriting period” (as defined in Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations (“Rule 15c2-12”)), any event occurs as a result of which the Agency Portion of the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2019A Bonds to reflect such event, the Agency promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Agency shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the “MSRB”). The Underwriter acknowledges that the end of the “underwriting period” will be the date of Closing.

(vi) No Material Change in Finances. Except as otherwise described in the Agency Portion of the Official Statement, there shall not have been any material adverse changes in the financial condition of the Agency since the end of the fiscal year ending June 30, 2018.

(vii) No Breach or Default. As of the time of acceptance hereof, (A) the Agency is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Agency or CLWA, and (B) the Agency is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Agency Documents, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Agency is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Agency Documents, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Agency Documents and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Agency Documents, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Agency (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Agency Documents.

(viii) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, except as disclosed in the Official Statement, to the best knowledge of the Agency after due investigation, threatened (A) in any way questioning the corporate existence of the Agency or the titles of the officers of the Agency to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2019A Bonds, or in any way contesting or affecting the validity of the Series 2019A Bonds or the Agency Documents or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Bonds from gross income for federal income tax purposes, or contesting the powers of the Agency to enter into the Agency Documents; (C) which may result in any material adverse change to the financial condition of the Agency or to its ability to pay the Series 2019A Installment Payments when due; or (D) contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(ix) Prior Liens on Net Revenues. Other than the Senior Obligations and Contracts (as defined in the Installment Purchase Agreement), the Agency does not and will not, as of the date of Closing, have outstanding any other indebtedness which indebtedness is secured by a lien on the Net Revenues (as defined in the Installment Purchase Agreement) superior to the lien of the Series 2019A Installment Payments on the Net Revenues. Other than the (a) Installment Payments pursuant to the 2008A Installment Purchase Agreement, the 2010A Installment Purchase Agreement, the 2015A Installment Purchase Agreement, the 2016A Installment Purchase Agreement, the 2018A Installment Purchase Agreement, and the Credit Facility Agreement, and (b) principal of and interest on the 2014 Bonds (as such terms are defined in the Installment Purchase Agreement), the Agency does not and will not, as of the date of Closing, have outstanding any other indebtedness which indebtedness is secured by a lien on the Net Revenues on a parity with the lien of the Series 2019A Installment Payments on the Net Revenues.

(x) Further Cooperation: Blue Sky. The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2019A Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2019A Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2019A Bonds; provided, however, that the Agency shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(xi) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due



authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Agency of its obligations in connection with, the Agency Documents or the prepayments of the Refunded Obligations have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2019A Bonds.

(xii) No Other Obligations. Between the date of this Purchase Contract and the date of Closing and except as otherwise disclosed in the Official Statement, the Agency will not, without the prior written consent of the Underwriter, offer or issue any bonds, notes or other obligations for borrowed money, or incur any material liabilities, directly or contingently payable from the Net Revenues.

(xiii) Certificates. Any certificate signed by any official of the Agency and delivered to the Underwriter shall be deemed to be a representation and warranty by the Agency to the Underwriter as to the statements made therein.

(xiv) Compliance with Rule 15c2-12. The Agency Portion of the Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the Agency as of the date of the Preliminary Official Statement, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The Agency hereby covenants and agrees that, within two business days from the date hereof, it shall cause a final form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of Rule 15c2-12 and Rules of the MSRB.

(xv) Continuing Disclosure. Other than as disclosed in the Official Statement, during the past five years, the Agency has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Agency pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Agency will undertake, pursuant to a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Certificate is set forth in Appendix [I] to the Official Statement relating to the Agency.

(b) Authority Representations, Warranties and Covenants. The Authority represents, warrants and covenants to the Underwriter that:

(i) Due Organization, Existence and Authority. The Authority is a joint exercise of powers agency duly organized and existing under the Constitution and laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Contract, the Installment Purchase Agreement, and the Indenture (collectively, the “Authority Documents”), and to carry out and consummate the transactions contemplated by the Authority Documents and the Official Statement, excluding the Agency Portion (the “Authority Portion”).

(ii) Due Authorization and Approval. By all necessary official action of the Authority, the Authority has duly authorized and approved the execution and delivery of, and the performance by the Authority of the obligations contained or described in the Preliminary

Official Statement, the Official Statement and the Authority Documents and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, each Authority Document will constitute the legally valid and binding obligation of the Authority enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(iii) Authority Portion of the Official Statement Accurate and Complete. The Authority Portion of the Preliminary Official Statement was as of its date, and the Authority Portion of the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the Closing will be, true and correct in all material respects, and the Authority Portion of the Preliminary Official Statement and the Authority Portion of the Official Statement contain, and up to and including the Closing, will contain no misstatement of any material fact and do not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(iv) Underwriter's Consent to Amendments and Supplements to Authority Portion of the Official Statement. The Authority will advise the Underwriter promptly of any proposal to amend or supplement the Authority Portion of the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Authority will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Authority Portion of the Official Statement in connection with the offering, sale or distribution of the Series 2019A Bonds.

(v) Authority Agreement to Amend or Supplement Authority Portion of the Official Statement. If after the date of this Purchase Contract and until 25 days after the end of the "underwriting period" (as defined in Rule 15c2-12), any event occurs as a result of which the Authority Portion of the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented the Official Statement should be delivered in connection with the offers or sales of the Series 2019A Bonds to reflect such event, the Authority promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Authority shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the MSRB. The Underwriter acknowledges that the end of the "underwriting period" will be the date of the Closing.

(vi) Compliance with Rule 15c2-12. The Authority Portion of the Preliminary Official Statement heretofore delivered to the Underwriter has been deemed final by the Authority as of the date of the Preliminary Official Statement, except for the omission of such

information as is permitted to be omitted in accordance with paragraph (b)(i) of Rule 15c2-12. The Authority hereby covenants and agrees that, within seven business days from the date hereof, it shall cause a final form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of Rule 15c2-12 and Rules of the MSRB.

8. Closing Conditions. The Underwriter has entered into this Purchase Contract in reliance upon the representations, warranties and covenants herein and the performance by the Agency and the Authority of their respective obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Contract are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Agency and the Authority contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Agency Documents and the Authority Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) there shall be in full force and effect such resolutions (the "Resolutions") as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement, the Agency Documents and the Authority Documents, (iii) the Agency shall perform or have performed its obligations required or specified in the Agency Documents to be performed at or prior to Closing, (iv) the Authority shall perform or have performed its obligations required or specified in the Authority Documents to be performed at or prior to Closing, and (v) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(a)(iv), 7(a)(v), 7(b)(iv), and 7(b)(v) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(c) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolutions, the Authority Documents, the Agency Documents, or any other agreement or document pursuant to which any of the Agency's financial obligations were issued and the Agency shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Agency to make the Series 2019A Installment Payments.

(d) Termination Events. The Underwriter shall have the right to terminate this Purchase Contract, without liability therefor, by written notification to the Agency if at any time at or prior to the Closing:

(i) any event shall occur which causes any statement contained in the Official Statement to be materially misleading or results in a failure of the Official Statement to state a material fact necessary to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading; or

(ii) the marketability of the Series 2019A Bonds or the market price thereof, in the opinion of the Underwriter, has been materially adversely affected by an amendment

to the Constitution of the United States or by any legislation in or by the Congress of the United States or by the State, or the amendment of legislation pending as of the date of this Purchase Contract in the Congress of the United States, or the recommendation to Congress or endorsement for passage (by press release, other form of notice or otherwise) of legislation by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or the proposal for consideration of legislation by either such Committee or by any member thereof, or the presentment of legislation for consideration as an option by either such Committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or the favorable reporting for passage of legislation to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or any decision of any federal or State court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service or other federal or State authority materially adversely affecting the federal or State tax status of the Agency, or the status of the interest on bonds or notes or obligations of the general character of the Series 2019A Bonds; or

(iii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Series 2019A Bonds; or

(iv) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the execution, delivery, offering or sale of obligations of the general character of the Series 2019A Bonds, or the execution, delivery, offering or sale of the Series 2019A Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of, or that obligations of the general character of the Series 2019A Bonds, or the Series 2019A Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect; or

(v) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which restrictions materially adversely affect the Underwriter's ability to market, sell or trade the Series 2019A Bonds; or

(vi) a general banking moratorium shall have been established by federal or state authorities or any material disruption in commercial banking or securities settlement or clearance services shall have occurred which moratorium or disruption materially adversely affects the Underwriter's ability to market or deliver the Series 2019A Bonds; or

(vii) the United States has become engaged in hostilities which have resulted in a declaration of war or a national emergency or there has occurred any other outbreak or escalation of currently existing hostilities or a national or international calamity or crises, financial or otherwise, the effect of such outbreak, escalation, calamity or crisis on the financial markets of the United States, being such as, in the reasonable opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market or deliver the Series 2019A Bonds; or

(viii) any rating of the securities of the Authority or the Agency reflecting the creditworthiness of the Agency shall have been downgraded, suspended or withdrawn by a national rating service, which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Series 2019A Bonds; or

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(a)(viii) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market price of the Series 2019A Bonds; or

(x) there shall be in force a general suspension of trading on the New York Stock Exchange.

(e) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2019A Bonds the following documents:

(i) Bond Opinion. An approving opinion of Bond Counsel dated the date of the Closing and substantially in the form included as Appendix [G] to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Authority may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(ii) Supplemental Opinion. A supplemental opinion or opinions of Bond Counsel addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) The Purchase Contract has been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Agency enforceable in accordance with its terms, except that the rights and obligations under the Purchase Contract are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State; and

(B) The statements contained in the Official Statement on the cover page and under the captions "INTRODUCTION," "THE 2019 BONDS," "SECURITY FOR THE 2019 BONDS," "CONSTITUTIONAL PROVISIONS," and "TAX MATTERS" and in [Appendix F and Appendix G] thereto, insofar as such statements purport to summarize certain provisions of the Series 2019A Bonds, the Indenture, the Installment Purchase Agreement, State

law and Bond Counsel's opinions concerning certain federal tax matters relating to the Series 2019A Bonds, present a fair and accurate summary of such provisions.

(iii) Agency Counsel Opinion. An opinion of Best Best & Krieger, LLP, co-general counsel to the Agency, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter substantially to the following effect:

(A) The Agency is a public entity duly organized and validly existing under the Constitution and the laws of the State, and has all the necessary power and authority to enter into and perform its duties under the Agency Documents;

(B) The resolution authorizing the Agency Documents has been duly adopted or ratified by the Agency;

(C) Each of the Agency Documents has been duly authorized, executed and delivered by the Agency and each constitutes a legal, valid, binding and enforceable obligation of the Agency;

(D) The execution and delivery of the Agency Documents by the Agency and compliance by the Agency with the provisions thereof, will not conflict with, or constitute or with the giving of notice or the passage of time would constitute, a breach of or default under the Agency's duties under Article 34(a) of the Contract between the State of California Department of Water Resources and Castaic Lake Water Agency for a Water Supply, entered into on April 30, 1963, by and between the State of California Department of Water Resources and the Agency and Resolution No. 178 of the Agency adopted on December 8, 1976 or the Purchase Agreement with Buena Vista Water Storage District and Rosedale-Rio Bravo Water Storage District for 11,000 acre feet of water per year for a term ending December 31, 2036 and as extended consistent with the extension of the State Water Contract or under any existing law or administrative rule or regulation, or, to the best knowledge of such counsel, any court order or decree, or any agreement, contract or other instrument to which the Agency is a party or is otherwise subject or bound;

(E) Because the primary purpose of such counsel's professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Preliminary Official Statement and the Official Statement, such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Preliminary Official Statement and the Official Statement and makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. However, in such counsel's capacity as general counsel for the Agency, such counsel advises that no information has come to its attention to lead it to believe that, as of its date the Preliminary Official Statement, and as of the date hereof and as of the Closing Date, the Official Statement (excluding therefrom all reports, financial and statistical data and forecasts therein, and the appendices thereto, and the information contained under the caption "UNDERWRITING," and "CONTINUING DISCLOSURE UNDERTAKING" (as to which such counsel expresses no opinion)) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required

to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(F) Except as otherwise disclosed in the Official Statement, there is no litigation, proceeding, action, suit, or investigation (or any basis therefor) at law or in equity before or by any court, governmental agency or body, pending or, to such counsel's best knowledge, threatened, against the Agency challenging the creation, organization or existence of the Agency, or the validity of the Agency Documents or seeking to restrain or enjoin the payment of the Series 2019A Installment Payments or in any way contesting or affecting the validity of the Agency Documents or any of the transactions referred to therein or contemplated thereby or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or any amendment or supplement thereto, or contesting the authority of the Agency to enter into or perform its obligations under any of the Agency Documents, or under which a determination adverse to the Agency would have a material adverse effect upon the financial condition or the revenues of the Agency, or which, in any manner, questions or affects the right or ability of the Agency to enter into the Agency Documents or affects in any manner the right or ability of the Agency to make the Series 2019A Installment Payments.

(iv) Authority Counsel Opinion. An opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, special counsel to the Authority, dated the date of the Closing and addressed to the Underwriter, in form and substance acceptable to the Underwriter substantially to the following effect:

(A) The Authority is a joint exercise of powers agency, duly created and lawfully existing under the laws and Constitution of the State;

(B) The Authority Documents have been authorized by all necessary corporate action on the part of the Authority, have been duly executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, the Authority Documents constitute legally valid and binding obligations of the Authority, enforceable against the Authority in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations or legal remedies against public agencies in the State;

(C) To the best of such counsel's knowledge after due inquiry, the execution and delivery of the Authority Documents and compliance with the provisions thereof; under the circumstances contemplated thereby, do not and will not conflict with any existing law, regulation, court order or consent decree to which the Authority is subject or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound;

(D) The Authority Portion of the Official Statement has been prepared by, or on behalf of, the Authority and the Official Statement has been executed on its behalf by the President of the Authority's Board of Directors; and

(E) Based on the information made available to such counsel, and without having undertaken to determine independently or assume any responsibility for the accuracy, completeness or fairness of the statements contained therein, the information in the Official Statement relating to the Authority under the captions “INTRODUCTION,” “THE AUTHORITY,” and “LITIGATION—The Authority” is true and accurate to the best of such counsel’s knowledge at and as of the date of the Official Statement and at and as of the date of Closing.

(v) U.S. Bank Counsel Opinion. The opinion of counsel to U.S. Bank, dated the date of the Closing, addressed to the Agency and the Underwriter, to the effect that:

(A) U.S. Bank is a national banking association duly organized and validly existing under the laws of the jurisdiction of its origin and has the corporate power to execute and deliver the Indenture and to perform its obligations under the Indenture;

(B) The execution and delivery by U.S. Bank of the Indenture and any other documentation relating to the Indenture and its performance of its obligations under the Indenture, have been and are as of the date hereof duly authorized by all necessary corporate action;

(C) No approval, authorization or other action by, or filing with, any governmental body or regulatory authority (which has not been obtained) is required in connection with the due execution, delivery and performance by U.S. Bank of the Indenture; and

(D) The Indenture has been duly executed and delivered and constitute the valid and legally binding obligation of U.S. Bank enforceable against it in accordance with its terms except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought as a proceeding in equity or at law).

(vi) Underwriter’s Counsel Opinion. A letter from Gilmore & Bell, P.C., counsel to the Underwriter (“Underwriter’s Counsel”), dated the date of Closing and addressed to the Underwriter to the effect that:

(A) Such counsel is of the opinion that the Series 2019A Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(B) Such counsel is of the opinion that the provisions of the Continuing Disclosure Certificate comply with the provisions of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended; and

(C) While such counsel has not verified and is not passing upon and does not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has participated in conferences with representatives of and counsel for the Agency and the Authority and Bond Counsel and representatives of the Underwriter at which the contents of the Preliminary



Official Statement and the Official Statement were discussed and revised. Based on such counsel's representation of the Underwriter in connection with the issuance of the Series 2019A Bonds, no facts came to the attention of the attorneys in such firm rendering legal services in connection with such representation which caused such counsel to believe that the Preliminary Official Statement contained, as of its date, or the Official Statement contained as of its date or as of the date of Closing contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to (i) the expressions of opinion, the assumptions, the projections, the financial statements, or other financial, numerical, economic, demographic or statistical data contained in the Official Statement, (ii) the information with respect to DTC and its book-entry system and (iii) the information contained in Appendices E, G, and H to the Official Statement).

(vii) Agency Certificate. A certificate of the Agency, dated the date of the Closing, signed on behalf of the Agency by the General Manager or other duly authorized officer of the Agency to the effect that:

(A) The representations, warranties and covenants of the Agency contained in the Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Agency has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the Agency at or prior to the date of the closing;

(B) No event affecting the Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements in the Agency Portion of the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Agency Documents.

(viii) Authority Certificate. A certificate of the Authority, dated the date of the Closing, signed on behalf of the Authority by a duly authorized officer of the Authority to the effect that:

(A) The representations, warranties and covenants of the Authority contained in the Purchase Contract are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Authority has complied with all of the terms and conditions of the Purchase Contract required to be complied with by the Authority at or prior to the date of the closing;

(B) No event affecting the Authority has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements

in the Authority Portion of the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Authority Documents.

(ix) Certificate of U.S. Bank. A certificate, dated the date of Closing, signed by a duly authorized official of U.S. Bank satisfactory in form and substance to the Underwriter, to the effect that:

(A) U.S. Bank is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) U.S. Bank is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon U.S. Bank, and enforceable against U.S. Bank in accordance with its terms;

(C) U.S. Bank, acting as the trustee under the Indenture, has duly executed the Series 2019A Bonds under the Indenture and delivered the Series 2019A Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of U.S. Bank that has not been obtained is or will be required for the execution and delivery of the Series 2019A Bonds or the consummation by U.S. Bank of its obligations under the Indenture.

(x) Transcripts. Two transcripts of all proceedings relating to the authorization, execution and delivery of the Series 2019A Bonds.

(xi) Official Statement. The Official Statement and each supplement or amendment, if any, thereto, executed on behalf of the Authority by duly authorized officers thereof.

(xii) Documents. An original executed copy of each of the Authority Documents and each of the Agency Documents.

(xiii) Agency Resolution. A certified copy of each resolution of the Agency authorizing the Agency Documents, certified by the Secretary for the Agency.

(xiv) Authority Resolution. A certified copy of each Authority Resolution, certified by the Secretary or Assistant Secretary of the Authority.

(xv) Resolution of U.S. Bank. A certified copy of the general resolution of U.S. Bank authorizing the execution and delivery of certain documents by certain officers and

employees of U.S. Bank, which resolution authorizes the execution and delivery of the Indenture by U.S. Bank.

(xvi) 15c2-12 Certificates of the Agency and the Authority. Certificates of the Agency and the Authority “deeming final” their respective portions of the Preliminary Official Statement for purposes of Rule 15c2-12.

(xvii) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel.

(xviii) 8038-G. Evidence that the federal tax information form 8038-G relating to the Series 2019A Bonds has been prepared for filing.

(xix) CDIAC Statements. A copy of Notices of Sale required to be delivered to the California Debt Investment Advisory Commission pursuant to Sections 8855(g) and 53583 of the California Government Code.

(xx) Rating. Evidence from S&P Global Ratings, a Standard & Poor’s Financial Services LLC business that the Series 2019A Bonds have been assigned a rating of [“\_\_\_\_\_.”]

(xxi) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate.

(xxii) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Agency or the Authority shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriter, the Agency nor the Authority shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. (a) The Underwriter shall be under no obligation to pay and the Agency shall pay or cause to be paid the expenses incident to the performance of the obligations of the Agency hereunder including but not limited to (a) the costs of the preparation and printing, or other reproduction (for distribution on or prior to the date hereof) of the Agency Documents and the Authority Documents and the cost of preparing, printing, issuing and delivering the Series 2019A Bonds; (b) the fees and disbursements of any counsel, municipal advisors, accountants or other experts or consultants retained by the Agency and the Authority; (c) the fees and disbursements of Bond Counsel, general counsel to the Agency, and special counsel to the Authority; (d) the fees and disbursements of the rating agency; (e) the cost of printing and distributing the Preliminary Official Statement and any supplements and amendments thereto and the cost of printing and distributing the Official Statement and any supplements and amendments thereto, including a reasonable number of copies thereof for distribution by the Underwriter; (f) expenses (included in the expense component of the Underwriter’s spread) incurred on behalf of the Agency’s officers or employees which are incidental to implementing this Purchase Contract, including, but not

limited to, meals, transportation, and lodging of those officers or employees; (g) CUSIP Service Bureau fees and charges; and (h) Trustee fees.

(b) The Underwriter is required to pay fees to the CDIAC in connection with the offering of the Series 2019A. Notwithstanding that such fees are solely the legal obligation of the Underwriter, the Agency agrees to reimburse the Underwriter for such fees.

(c) The Underwriter shall pay (from the expense component of the underwriting spread): (i) the cost of preparation and printing of this Purchase Contract and the Preliminary and Supplemental Blue Sky Memorandum; (ii) all advertising expenses and Blue Sky filing fees in connection with the public offering of the Series 2019A Bonds; and (iii) the fees of Digital Assurance Certification, L.L.C. for a continuing disclosure undertaking compliance review; and (iv) all other expenses incurred by the Underwriter in connection with the public offering of the Series 2019A Bonds, including the fees and disbursements of Underwriter's Counsel.

10. Notice. Any notice or other communication to be given to the Agency under this Purchase Contract may be given by delivering the same in writing to:

Santa Clarita Valley Water Agency,  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350-2173  
Attention: General Manager

Any notice or other communication to be given to the Authority under this Purchase Contract may be given by delivering the same in writing to:

Upper Santa Clara Valley Joint Powers Authority  
27234 Bouquet Canyon Road  
Santa Clarita, California 91350-2173  
Attention: Executive Director

Any notice or other communication to be given to the Underwriter under this Purchase Contract may be given by delivering the same in writing to:

Citigroup Global Markets Inc.  
One Sansome Street, 26th Floor  
San Francisco, California 94104  
Attention: Jonathan Ash, Director

11. Entire Agreement. This Purchase Contract, when accepted by the Agency and the Authority, shall constitute the entire agreement among the Agency, the Authority and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Agency, the Authority and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Agency and the Authority in this Purchase Contract shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2019A Bonds.

12. No Advisory or Fiduciary Role. The Agency and Authority acknowledge and agree that (i) the purchase and sale of the Series 2019A Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction among the Agency, the Authority and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Agency or the Authority, (iii) the Underwriter has not assumed an advisory, fiduciary or municipal advisory responsibility in favor of the Agency or the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Agency and the Authority on other matters) and the Underwriter has no obligation to the Agency or the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Contract and (iv) the Agency and Authority have consulted their own legal, financial, municipal advisory, and other advisors to the extent deemed appropriate.

13. Counterparts. This Purchase Contract may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

14. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

15. STATE LAW GOVERNS. THE VALIDITY, IN INTERPRETATION AND PERFORMANCE OF THIS PURCHASE CONTRACT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA.

16. No Assignment. The rights and obligations created by this Purchase Contract shall not be subject to assignment by the Underwriter, the Authority or the Agency without the prior written consent of the other party hereto.

CITIGROUP GLOBAL MARKETS INC.

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

Accepted as of the date  
first stated above:

SANTA CLARITA VALLEY WATER AGENCY

By: \_\_\_\_\_  
General Manager

UPPER SANTA CLARA VALLEY JOINT  
POWERS AUTHORITY

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

S-1  
PURCHASE CONTRACT

APPENDIX A

\$ \_\_\_\_\_  
UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY  
REVENUE BONDS, SERIES 2019A

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>Pricing</u> <u>Rule</u>
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EXHIBIT B

§ \_\_\_\_\_  
UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY  
REVENUE BONDS,  
SERIES 2019A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of CITIGROUP GLOBAL MARKETS, INC. (“Citi”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. Sale of the Bonds. As of the Sale Date, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A. [Citi offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date.] A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.
2. [As set forth in the Purchase Contract, dated as of the Sale Date, Citi has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the third-party distribution agreement, to comply with the hold-the-offering-price rule. [Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.] [TBD] ]
3. Defined Terms.

(a) *General Rule Maturities* means those Maturities of the Bonds as noted in Schedule A hereto.

[(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds noted in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c)  *Holding Period*  means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (\_\_\_\_\_, 2019), or (ii) the date on which Citi has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d)  *Issuer*  means the Upper Santa Clara Valley Joint Powers Authority.

(e)  *Maturity*  means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f)  *Public*  means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g)  *Sale Date*  means \_\_\_\_\_, 2019.

(h)  *Underwriter*  means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Citi’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Stradling Yocca Carlson & Rauth, P.C., in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

CITIGROUP GLOBAL MARKETS, INC.

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

Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019.

*To Be Attached:*

SCHEDULE A — Sale Prices

SCHEDULE B — Final Pricing Wire

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## BOARD MEMORANDUM

**DATE:** January 10, 2019

**TO:** Board of Directors

**FROM:** Dirk Marks *DM*  
Director of Water Resources

**SUBJECT:** Approve a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)

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### SUMMARY

SCV Water provides administrative and technical services to the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) via an administrative services agreement (Agreement). This Agreement provides for SCV Water to enter into consultant contracts on behalf of the SCV-GSA to develop the state-required Groundwater Sustainability Plan (GSP).

After issuing requests for proposals (RFPs) and evaluating those proposals, a multi-agency work group recommends SCV Water award: 1) the Stakeholder Communication and Engagement Services contract to CV Strategies, and 2) Professional Engineering and Hydrogeology Services to GSI Water Solutions (GSI) to complete the state required GSP development.

### DISCUSSION

Development of the GSP for Upper Santa Clara River Valley East Subbasin is required by the Sustainable Groundwater Management Act (SGMA) and must be completed no later than January 31, 2022. As part of SCV Water's administrative agreement with the SCV-GSA, it has developed a multi-year budget and work plan for SCV-GSA's consideration at its January 7, 2019 Board meeting. The budget and work plan are summarized in attached Tables 1, 2 and 3. While some initial tasks have been completed, the bulk of work remains and will require retaining professional services to facilitate stakeholder communication and perform professional and technical work to complete the GSP.

SGMA requires robust stakeholder communication and engagement to ensure adequate state-required public participation and engagement takes place. Staff anticipates public interest as was demonstrated by the attendance at GSA formation meetings. Also discussed was formation of a stakeholder advisory committee. A detailed discussion of the needed stakeholder outreach efforts can be found at the State's Best Management Practices for Stakeholder Communication and Engagement at:

<https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Best-Management-Practices-and-Guidance-Documents/Files/Guidance-Document-for-Groundwater-Sustainability-Plan---Stakeholder-Communication-and-Engagement.pdf>

Furthermore, creation of a GSP requires significant technical work. Specifically, it requires adherence to the state’s GSP regulations which are summarized on Table 2. The full text GSP regulations may be accessed at: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/Groundwater-Management/Sustainable-Groundwater-Management/Groundwater-Sustainability-Plans/Files/GSP/Final-GSP-Emergency-Regulations.pdf>

The historic management of groundwater in the Santa Clarita Valley provides a good foundation from which to work. Richard C. Slade and Associates completed reports assessing hydrogeological conditions in 1986 and 2001. Development of a groundwater model and operating plan was completed in 2004 by CH2M Hill and updated in 2009 by GSI. Additional work has been performed relating to groundwater contamination from the Whittaker-Bermite site. Nevertheless, significant technical work remains to update and expand on past work as well as meet new requirements under SGMA.

Based on the Department of Water Resources’ guidelines, staff prepared and advertised two RFPs. Upon receipt of proposals, staff convened the GSA Work Group<sup>1</sup> to evaluate proposals, interview firms, negotiate and reach consensus on consultant selection. The initial and final proposal prices are shown in the tables below.

<b>Stakeholder Communication and Engagement Services Proposals</b>	<b>Proposing Firm’s Location</b>	<b>Proposal Fee as Submitted</b>	<b>Final Proposal Fee</b>
The FRW Company	Pasadena, CA	\$135,000	\$135,000
CV Strategies	Palm Desert, CA	\$150,000	\$150,000
Dudek	Encinitas, CA	\$156,282	\$156,282

<b>Engineering and Hydrogeology Services Proposals</b>	<b>Proposing Firm’s Location</b>	<b>Proposal Fee as Submitted</b>	<b>Final Proposal Fee</b>
Advisian	City of Los Angeles	\$828,787	\$987,998 <sup>a</sup>
GSI	Santa Barbara, CA	\$1,536,500	\$1,251,550 <sup>b</sup>

<sup>a</sup> reflects correction of error in proposal budget

<sup>b</sup> reflects negotiations

<sup>1</sup> GSA Work Group is composed of staff from each SCV-GSA member agency.

Consistent with GSA Work Group consensus, SCV Water staff recommends:

- CV Strategies be selected for Professional Stakeholder Communication and Engagement. CV Strategies has a proven track record of success with stakeholder engagement. The CV Strategies proposal reflects a deep knowledge of general facilitation and outreach best practices as well as specific knowledge of the stakeholders in the Santa Clarita Valley. Their client list includes dozens of water agencies. The CV Strategies proposal fee is \$150,000. A breakdown of costs for anticipated tasks are provided on Table 4 Professional Stakeholder Communication and Engagement Outline of Proposed Work.
- GSI Water Solutions be selected for Professional Engineering/Hydrogeology Services. The proposal represents a carefully assembled team with strong knowledge and experience in SGMA and the SCV-GSA's groundwater basin. GSI's team members include: an Assistant Project Manager who lives locally and works for GHD (a professional services firm), Luhdorff and Scalmanini Consulting Engineers, Richard C. Slade and Associates Consulting Groundwater Geologists, Environmental Science Associates, Kennedy/Jenks and others. In addition to the strength of the team, the proposal reflects a necessary level of thought, analysis and thorough understanding. The initial proposal fee was approximately \$1.54M, but upon further discussions and negotiations it has been reduced to \$1,251,550. A breakdown of costs for anticipated tasks are provided on Table 5 Professional Engineering/Hydrogeology Outline of Proposed Work. Staff believes further reductions in the consultant's work effort may be possible depending on a number of factors including extent that additional records needed to be incorporated into the data base and the extent to which these changes require modification to the conceptual and numeric groundwater models. Table 5 also describes efforts staff has identified to activity manage the cost of consultant's work efforts.

While staff will closely manage consultants work activities, significant uncertainties exist that may have a material impact on the cost of completing the GSP. Staff has identified several areas that are difficult to quantify at this time which may result in potential changes in scope as shown in the table below.

Area of Uncertainty	Potential Impact on Scope of Work
Stakeholders raise legitimate complex issues that require additional stakeholder meetings and technical analysis	<ul style="list-style-type: none"> <li>• Additional stakeholder meeting</li> <li>• Additional modeling</li> <li>• Additional Technical Advisory Group Meetings</li> </ul>
Additional information required to evaluate undesirable results and sustainability criteria related to groundwater dependent eco-systems	<ul style="list-style-type: none"> <li>• Additional Technical Advisory Group Meetings</li> <li>• Additional modeling</li> </ul>
Additional model calibration needed	<ul style="list-style-type: none"> <li>• Additional modeling</li> <li>• Additional groundwater model peer review group meetings</li> </ul>
Prolonged negotiations with adjoining GSA	<ul style="list-style-type: none"> <li>• Additional modeling</li> </ul>

Therefore, staff recommends incorporating a 15% contingency into the future budgets. Regardless of inclusion of any contingency into future budgets, any increases in the consultant contract amounts would be presented to the Board as provide in SCV Water policies.

On January 9, 2019, the Water Resources and Watershed Committee considered staff's recommendation to approve a resolution authorizing the General Manager to enter into contracts for (1) Stakeholder Communication and Engagement Services and (2) Engineering and Hydrogeology Services for development of a Groundwater Sustainability Plan on behalf of the Santa Clarita Valley Groundwater Sustainability Agency.

**FINANCIAL CONSIDERATIONS**

The total estimated costs (including contingency) for these two contracts in FY 2018/19 through 21/22 are shown in the following table:

<b>Estimated Consultant Costs for CV Strategies and GSI Water Solutions</b>					
	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>Total</b>
GSI Water Solutions	\$ 150,000	\$ 438,000	\$ 488,550	\$ 175,000	\$ 1,251,550
CV Strategies	\$ 30,000	\$ 40,000	\$ 40,000	\$ 40,000	\$ 150,000
<b>Subtotal</b>	<b>\$ 180,000</b>	<b>\$ 478,000</b>	<b>\$ 528,550</b>	<b>\$ 215,000</b>	<b>\$ 1,401,550</b>
15% Contingency	\$ 27,000	\$ 71,700	\$ 79,283	\$ 32,250	\$ 210,233
<b>Total</b>	<b>\$ 207,000</b>	<b>\$ 549,700</b>	<b>\$ 607,833</b>	<b>\$ 247,250</b>	<b>\$ 1,611,783</b>

This work is funded by wholesale water rates from the General Fund/Operating Budget. Additional funding sources from mandatory SCV-GSA member agency contributions (\$20,000/member/year) and up to \$416,106 in grant funding (anticipated in FY 2020/21 through FY 2022/23) will offset consultant services fees as illustrated in Table 3.

**RECOMMENDATIONS**

The Water Resources and Watershed Committee recommends that the Board of Directors approve the attached resolution awarding professional services time and expenses contracts not to exceed the final proposal fee to CV Strategies and GSI Water Solutions.

RDV

Attachments

- Tables 1, 2, and 3, Multi-year proposed work plan and budget for SCV-GSA
- Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work
- Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work
- Resolution



**Table 1. Estimated SCV Water Staff Costs + Ad Buy**

	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>TOTAL</b>
SCV Water Administrative Support	\$71,500	\$78,100	\$78,100	\$78,100	\$305,800
SCV Water Consultant Management & Technical Services	\$70,840	\$169,620	\$169,620	\$127,215	\$537,295
SCV Water Support with Public Outreach	\$28,600	\$28,600	\$28,600	\$21,450	\$107,250
Ad Buys for Outreach	\$5,000	\$10,000	\$10,000	\$10,000	\$35,000
<b>Total SCV Water Staff Cost</b>	<b>\$175,940</b>	<b>\$286,320</b>	<b>\$286,320</b>	<b>\$236,765</b>	<b>\$985,345</b>

**Table 2. Estimated Consultant Costs**

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	TOTAL
<b>Consultant Cost Estimate for GSP Development</b>					
Groundwater Model Readiness - Additional Calibration of Modflow USG	\$35,000				\$35,000
RFP Development - Status of Groundwater Model Memo	\$5,800				\$5,800
RFP Development – Consultant Assistance in Drafting RFP’s and Reviewing Proposals	\$20,000				\$20,000
GSP Technical Consultant	\$150,000	\$438,000	\$488,550	\$175,000	\$1,251,550
GSP Stakeholder Engagement Consultant	\$30,000	\$40,000	\$40,000	\$40,000	\$150,000
GSP Grant Administration Consultant	\$5,000	\$10,000	\$8,807	\$5,000	\$28,807
Peer Review Group to Evaluate Modflow USG for Suitability	\$25,000	\$75,000			\$100,000
<b>Subtotal</b>	<b>\$270,800</b>	<b>\$563,000</b>	<b>\$537,357</b>	<b>\$220,000</b>	<b>\$1,591,157</b>
<b>Consultant Cost Estimate for Contingency Fund</b>					
15% Contingency	\$27,000	\$71,700	\$79,283	\$32,250	\$210,233
<b>Subtotal</b>	<b>\$27,000</b>	<b>\$71,700</b>	<b>\$79,283</b>	<b>\$32,250</b>	<b>\$210,233</b>
<b>Total Consultant Cost Estimate for Technical Development</b>	<b>\$297,800</b>	<b>\$634,700</b>	<b>\$616,640</b>	<b>\$252,250</b>	<b>\$1,801,390</b>
<b>Consultant Cost Estimate for Administration</b>					
Grant Application Cost					
Pre GSP Adoption Rate Study for Fee Collection		\$50,000			\$50,000
Rate Study for Post GSP Adoption Fee Collection			\$75,000		\$75,000
Agency Insurance through JPIA	\$2,500	\$2,500	\$2,500	\$2,500	\$10,000
Legal	\$15,000	\$15,000	\$15,000	\$15,000	\$60,000
Annual Audit Costs	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
<b>Subtotal</b>	<b>\$27,500</b>	<b>\$77,500</b>	<b>\$102,500</b>	<b>\$27,500</b>	<b>\$235,000</b>
<b>Consultant Cost Estimate for Post GSP Adoption Activities</b>					
Required Annual Report, Monitoring, Reporting, Database Maintenance				\$25,000	\$25,000
Project Development (CEQA, Design, Construction, O&M)					
<b>Subtotal</b>				<b>\$25,000</b>	<b>\$25,000</b>
<b>Total Consultant Cost Estimate All Categories</b>	<b>\$325,300</b>	<b>\$712,200</b>	<b>\$719,140</b>	<b>\$304,750</b>	<b>\$2,061,390</b>

**Table 3. Budget Summary**

<b>Budget Summary</b>	<b>FY 18/19</b>	<b>FY 19/20</b>	<b>FY 20/21</b>	<b>FY 21/22</b>	<b>TOTAL</b>
<b>Table 1. Total Estimated SCV Water Staff</b>	<b>\$175,940</b>	<b>\$286,320</b>	<b>\$286,320</b>	<b>\$236,765</b>	<b>\$985,345</b>
<b>Table 2. Total Estimated Consultant Services*</b>	<b>\$325,300</b>	<b>\$712,200</b>	<b>\$719,140</b>	<b>\$304,750</b>	<b>\$2,061,390</b>
<b>Total Estimated Staff and Consultant</b>	<b>\$501,240</b>	<b>\$998,520</b>	<b>\$1,005,460</b>	<b>\$541,515</b>	<b>\$3,046,735</b>
<b>Anticipated Revenue</b>					
Estimated Grant Reimbursement			\$138,702	\$138,702	\$277,404
Member Agency Contributions	\$80,000	\$80,000	\$80,000	\$80,000	\$320,000
Additional Revenue Required*	\$421,240	\$918,520	\$786,758	\$322,813	\$2,449,331
<b>Total Revenue for GSP Development</b>	<b>\$501,240</b>	<b>\$998,520</b>	<b>\$1,005,460</b>	<b>\$541,515</b>	<b>\$3,046,735</b>
<b>Balance</b>					

\*SCV Water may, in its discretion, advance these funds, or provide a voluntary non-reimbursable Member contribution

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Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b></p>
<p>Task 1: Project Management of Stakeholder Engagement Plan, \$19,775</p> <p>Subtasks:</p> <ol style="list-style-type: none"> <li>1. Kickoff Meeting</li> <li>2. Monthly Meetings/Updates</li> <li>3. Quarterly Meetings</li> </ol> <p>This task serves to identify goals and timelines and will include early work with Professional Engineering/Hydrogeology consultant, and Grant Administration consultant, on an overall project work plan and Gantt chart. Following this, monthly, biweekly and quarterly meetings will be held throughout the campaign to ensure staff and consultants are on the same page and remain informed.</p>	<p>Staff will oversee development of the project work plan and Gantt chart. Thereafter, staff will engage with the Consultant and coordinate messaging for the SCV-GSA with SCV Water.</p>	<p>Guidance Document for Stakeholder Communication and Engagement</p> <p>Work will support proper invoicing as required by the Grant Agreement.</p>

Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b></p>
<p>Task 2: Develop Stakeholder Communication and Engagement Plan, \$19,000</p> <p>Subtasks:</p> <ol style="list-style-type: none"> <li>1. Interested Parties List</li> <li>2. Stakeholder Surveys and Mapping</li> <li>3. Timeline</li> <li>4. Needs and Goals Identification</li> <li>5. Strategy Development</li> <li>6. Stakeholder Advisory Committee</li> <li>7. Stakeholder Workshops</li> <li>8. Stakeholder Identification</li> <li>9. Communications Review</li> <li>10. Key Messages</li> <li>11. Stakeholder Analysis</li> <li>12. Message Refinement</li> <li>13. Talking Points</li> <li>14. Board Training</li> <li>15. Branding</li> <li>16. Outreach Support</li> <li>17. 'Lay of Land' Overview</li> <li>18. Stakeholder Engagement Plan</li> </ol> <p>This Task serves to develop communication materials, with some early public engagement, and provide a locally relevant and implementable plan consistent with the BMPs. The plan will seek to educate the public about SGMA, encourage public participation in GSP development, inform and engage stakeholders, and deliver relevant messaging. Starting with a deep-dive discussion during the kick-off meeting (Task 1) a more detailed plan and blocking chart with specific key messages, deliverables</p>	<p>Staff will provide its existing interested parties list. Through outreach efforts for the SB634 merger, staff has established multiple communication channels and a diverse stakeholder list upon which to build.</p> <p>SCV Staff has a firm understanding of impacted parties and key stakeholders. Through the creation of the new agency and the dissolution process, SCV Water staff has held numerous workshops and community meetings, identifying successful communications strategies and vehicles.</p>	<p>Article 5 Plan Contents, Subarticle 1 Administrative Information, § 354.10 Notice and Communication</p> <p>The GSP regulations require robust notice and communication with stakeholders. The GSP must include a detailed description of Notice and Communication.</p>

Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b>
<p>and deadlines will be created. A Board Training session will be held toward the beginning of the process with updated collateral and information provided through the process at key milestones.</p>		

Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b></p>
<p>Task 3: Implement Communication and Engagement Plan, \$89,000</p> <ol style="list-style-type: none"> <li>1. Meeting Notifications</li> <li>2. Webpage Creation</li> <li>3. Website Content</li> <li>4. Media List</li> <li>5. Press Releases</li> <li>6. Media Relations</li> <li>7. Op-Eds/Letters to the Editor</li> <li>8. Advertising</li> <li>9. Presentation Materials</li> <li>10. Meeting Organization</li> <li>11. Comment Cards/Sign-In Sheets</li> <li>12. Issues Assessment</li> <li>13. Translation</li> <li>14. Social Media</li> <li>15. Email Communications</li> <li>16. Newsletter</li> <li>17. Collateral</li> <li>18. Public Notices</li> </ol>	<p>Staff anticipates significant interaction with consultant to use existing SCV Water pathways for communication when appropriate.</p> <p>SCV Water has certain processes and tools already in place to assist with this effort, including distribution and posting of press releases and public notices. Staff also has the ability to update the SCV-GSA website at <a href="http://www.scvgsa.org">www.scvgsa.org</a> as needed.</p> <p>Efforts will be made to schedule multiple meetings the same day when feasible.</p>	<p>Article 5 Plan Contents, Subarticle 1 Administrative Information, § 354.10 Notice and Communication</p> <p>The GSP regulations require robust notice and communication with stakeholders. The GSP must include a detailed description of Notice and Communication including:</p> <ol style="list-style-type: none"> <li>1. An explanation of the SCV-GSA decision-making process.</li> <li>2. Identification of opportunities for public engagement and a discussion of how public input and response will be used.</li> <li>3. A description of how the SCV-GSA encourages the active involvement of diverse social, cultural, and economic elements of the population within the basin.</li> <li>4. The method the SCV-GSA shall follow to inform the public about progress implementing the Plan, including the status of projects and actions.</li> </ol>
<p>This task implements the plan developed in Task 2. The implementation of the plan will engage diverse groups of interested parties and stakeholders and promote informed community feedback, increase understanding of impacts using facts and relevant information, employ multiple outreach methods, hold meetings at venues that encourage broad participation, and coordinate with local agencies.</p> <p>It serves to help GSP development by creating multiple ways for stakeholders to be engaged. It will also demonstrate to the Department of Water Resources that the SCV-GSA followed a robust process to engage stakeholders and obtain their input.</p>		



Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b>
<p>Using the plan created in Task 2, CV Strategies will prepare all of the deliverables identified, building on the key messages and strategies identified. This includes adding pages to the current SCV-GSA website, creating a media buy, and developing all community meeting and engagement ads to ensure the public is involved and informed throughout the process.</p> <p>CV Strategies proposal includes (up to) quarterly stakeholder workshops, up to six advisory committee meetings, attendance at scheduled board meetings, and monthly status meetings with staff. All community meetings, staff meetings and advisory committee meetings will be well documented and reported to staff for record-keeping and compliance purposes.</p>		

Table 4, Professional Stakeholder Communication and Engagement Outline of Proposed Work

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General Key GSP Regulations, State Provided BMPs, State Guidance Documents, Required by Grant</b>
<p>Task 4: Grant Assistance, \$10,000</p> <ol style="list-style-type: none"> <li>1. Budget Documentation</li> <li>2. Grant Administration Responses</li> <li>3. Design Standards</li> </ol> <p>This work serves to fulfill requirements of the Grant Agreement.</p>	<p>SCV-Water is the grantee on behalf of the SCV GSA.</p>	<p>This work is required as part of the Grant Agreement.</p>

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 1 : Project Management, Work Plan, and Meetings, \$232,810</p> <p>1A. Project Management (Monthly invoices, budget updates, and monthly progress reports)</p> <p>1B. Work Plan (Early development of a work plan in coordination with the Stakeholder Communication and Engagement consultant, and Grant Administration consultant; develop Gantt chart)</p> <p>1C. Meetings (4 Workshops, 4 TAG meetings, Attendance at Quarterly Board meetings, technical memorandums, meeting minutes)</p> <p>Task 1A covers monthly conference calls, four workshops along-side the Stakeholder Communication and Engagement Consultant, four Technical Advisory Group Meetings, and for the next three years-quarterly SCV GSA Board meetings. This work serves to ensure proper administration and helps ensure completion of the GSP as required by regulation.</p> <p>Task 1B serves to calibrate the project team early in the process and develop an accompanying work plan and Gantt chart to keep the project components focused and coordinated.</p> <p>Task 1C serves to support project management in general, and helps meet certain GSP regulations regarding Stakeholder Engagement (i.e. workshops and review of certain technical memorandum). The Technical memorandums allow for incremental review and approval of key work, prior to commencing drafting the full GSP. The approach is intended to provide an opportunity for review and consensus on key technical details prior to including as part of the first full draft of the GSP.</p>	<p>Staff anticipates significant interaction with consultant management team in order to assure compliance with SGMA and timely production of GSP. Further, staff will integrate GSP work efforts with the other work efforts such as preparation of the 2020 UWMP, SNMP compliance work, Watershed initiative negotiations (including negotiation with downstream interests), capital improvements such as Saugus Formation replacement wells, recycled water system expansion and water spreading assessments in Castaic Creek and the east end of the Santa Clara River.</p>	<p>The GSP Regulations require Completion of the GSP on time, and Stakeholder Engagement.</p> <p>Article 4 Procedures, § 353.6. Initial Notification</p> <p>Article 5 Plan Contents, § 354.10. Notice and Communication</p> <p>Guidance Document for Stakeholder Communication and Engagement</p> <p>Work will support proper invoicing as required by the Grant Agreement.</p>

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 2: Data Review and Assessment, \$259,399</p> <p>2A. Compilation of Existing Data (Identify relevant data from past work, compile, check quality of new data, prepare inventory of required data)</p> <p>2B. Review of Available Well Log Data (data for wells exists in more than one database, new data from DWR has been obtained and must be reviewed, a GIS database will be created that includes well construction date, depth, screen intervals, lithology, and approximate static water level at time of construction)</p> <p>2C. Data Management System (DMS) (DMS will be configured for efficiency and regulatory requirements, developed, and populated. Coordination with SCV Water required)</p> <p>2D. Assessment of Existing Data Gaps and Data Gap Analysis (assess data, identify and prioritize data gaps, develop action plan to fill data gaps)</p> <p>2E. Monitoring Program Evaluation and development of SGMA-Required monitoring program (SCV Water uses consultant services to administer two monitoring programs, with a third Salt and Nutrient Monitoring Program in the future)</p> <p>2F. Evaluation and Development of SGMA-Required Sampling and Analysis Plan</p>	<p>Currently, staff annually provides information (i.e. groundwater elevation, extraction and water quality) to consultants for inclusion in SCV Annual Water Report and CASGEM report. Much of this information is contained in an Access Data Base. Additionally, some well drilling logs have been compiled when the historic conceptual model and numeric model were created.</p> <p>Staff anticipates exercising significant oversight on Task 2 with the objective of likely reducing this work effort.</p> <p>Currently, staff is screening the 800 well records contained in DWR's basin records for possible inclusion in the GSP's Data Management System. Water Resources and IT department staff have met to begin developing standard monitoring and sampling and analysis procedures as well as the DMS configuration in to the SCV Water's Microsoft SQL data management system.</p>	<p>The GSP regulations require an analysis of existing data, data gap analyses and action plans, creation of a Data Management System that is capable of storing and reporting information to the Department of Water Resources relevant to the development or implementation of the Plan and monitoring of the basin, and a basin monitoring plan and sampling and analysis plan.</p> <p>Article 2 Definitions, § 351 Definitions (l) "Data gap" refers to a lack of information that significantly affects the understanding of the basin setting or evaluation of the efficacy of Plan implementation, and could limit the ability to assess whether a basin is being sustainably managed.</p> <p>Article 3 Technical and Reporting Standards, § 352.6. Data Management System</p> <p>Article 5 Plan Contents, Subarticle 2 Basin Setting, § 354.12, Introduction to Basin Setting</p> <p>Article 5 Plan Contents, Subarticle 4 Monitoring Networks, § 354.40. Reporting Monitoring Data to the Department</p> <p>BMP 1. Monitoring Protocols, Standards, and Sites</p> <p>BMP 2. Monitoring Networks and Identification of Data Gaps</p> <p>Work under the grant is required. Grant Agreement includes funding for development of the DMS.</p>
<p>Task 2A provides for systematic early review of existing data from multiple databases and new data sources and queuing up relevant data for inclusion into a new single database.</p> <p>Task 2B serves to provide sufficient due diligence with GSP development. The work represents a near term effort that reviews, prioritizes, and includes relevant well records into the DMS. Data will then be prioritized for incorporation into a number of key efforts, such as that relating to development of the hydrogeologic conceptual model, verification of groundwater flowmodel lithology. Such work may also create an opportunity for stakeholders to assist the GSA in describing well data if needed.</p> <p>Task 2C provides for the state-required DMS development. The initial structure of the DMS will be the existing Access Database operated by a consultant to SCV</p>		

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b>
<p>Water. Coordination with SCV Water staff will take place, we anticipate that the Access Database will be converted to a Microsoft SQL server system (allowing more security, functionality, and online access) and eventually hosted by SCV Water. The DMS will be configured to maintain separateness between the SCV-GSA and SCV Water.</p> <p>Task 2D provides for the state-required data gap analysis. Data must be assembled, reviewed, evaluated and data gaps identified and described. Multiple sections of the GSP, such as Basin Setting, Hydrogeologic Conceptual Model, Water Budget, Sustainability Criteria, and Monitoring Networks will be supported by this process.</p> <p>Task 2E provides for the state-required basin-wide monitoring program. Development of the program will require incorporation of SCV Water standard operating procedures.</p> <p>Task 2F provides for development of the state-required Sampling and Analysis plan.</p>		

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 3: Groundwater Model Update and Readiness; \$64,601</p> <p>3A. Data Acquisition (necessary for updating model calibration to include 2016 and 2017 hydrology and other records such as groundwater extraction)</p> <p>3B. Calibration Assessment and Refinement (Task 3A data used to construct updated model run for new period. Calibration quality evaluated using past accepted approaches. Modest calibration effort is scoped. If Consultant feels additional calibration is warranted, it will advise SCV Water.)</p> <p>3C. Updated Model Documentation (Work under Tasks 3A and 3B will be documented. Model documentation report will be created. This documentation report will replace the Agencies 2004 documentation report.)</p> <p>Task 3 work will be coordinated with Task 6 work.</p>	<p>In 2018 staff oversaw switching of the numeric modeling platform from MicroFEM to open source Modflow USG.</p> <p>Limited budget is included in this item for modest additional calibration efforts that may come out of updated hydrology, data base information, Task 2, and an updated hydrogeologic conceptual model Task 6.</p> <p>Related but outside the scope of work of this proposal is the review of this new model by a peer review panel. Recommendations from that panel may require additional work in this area.</p>	<p>After the effective date of GSP regulations, newly developed groundwater flowmodels must be open source. DWR is authorized by regulation to obtain model input and output files in the event it chooses to evaluate the model directly.</p> <p>SGMA anticipates Groundwater Models inform many parts of the GSP including: water budgets, sustainable management criteria, supporting potential projects and management actions, and supporting monitoring programs.</p> <p>Article 3 Technical and Reporting Standards, § 352.4. Data and Reporting Standards, sub sections f and g.</p> <p>BMP-5. Modeling.</p> <p>Work under the grant is required. Grant Agreement includes funding for updating the model hydrology through 2017, and development of a model documentation report.</p>
<p>Task 3A serves to bring the groundwater model from a 2015 update to a 2017 update.</p> <p>Task 3B serves to prepare the model for use in GSP development through completing any modest calibration. The consultant will advise SCV if it feels additional out of scope calibration work is necessary.</p> <p>Task 3C serves to provide an updated model documentation report, which is also a deliverable for the state grant agreement. The work will also serve to prepare the model so it is compliant with Section 352.4(f) of the GSP regulations.</p>		

Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 4: Groundwater/Surface Water Interconnection and Sustainability Criteria for GDEs, \$234,240</p> <p>4A. Identify and Catalog GDEs (Existing data will be utilized. Areas where there is a connection between groundwater and surface water and where sensitive vegetation and listed species are present will be identified and compiled in the database for display and analysis in maps and tables.)</p> <p>4B. Evaluate Groundwater and Groundwater/Surface Water Connectivity to GDEs within the GSA Boundary (Existing data will be utilized to identify groundwater/surface water connections and the locations of gaining and losing reaches. Nearby wells that have a long record of water level data will be added to the database and plotted on a map. Up to six piezometers will be installed at key locations, surveyed and monitored. Up to 40 temperature probes will be installed at key locations, surveyed and monitored.</p> <p>Modflow USG and the existing LSPC/WMMS watershed model developed by Los Angeles County, and piezometer and temperature data, will be used to estimate the volume of water entering or leaving the river system. The analysis will also inform the GSPs required monitoring plan)</p> <p>4C. Development of Sustainable Management Criteria for GDEs (for GDEs relying on <i>root zone groundwater</i>, groundwater depth thresholds will be developed for specific locations. Ranges in expected groundwater elevations necessary to support GDEs will be developed as necessary. An approach to develop sustainability criteria will be developed. As a starting point nearby historic groundwater elevation and river flow data over time will be used to identify the range, and levels that occurred in dry periods will aid in the development of sustainability criteria)</p> <p>(For GDEs reliant on <i>groundwater discharge</i>, surface flow and water quality criteria will be developed to maintain the target ecological value. Criteria will include thresholds for maintenance such as water depth, velocity, water quality, water temperature, and seasonal variability. The criteria will encompass minimum dry season flows and wet season flows, as well as dry year, wet year, and multiple dry year surface water flow contributions at specific locations. This</p>	<p>Staff will coordinate Watershed Initiative activities with this task to assure continuity. Staff's ongoing discussions with NGOs regarding vegetation mapping using LIDAR as well as SCV Sanitation District efforts related to development of additional recycled water will inform staff oversight of this task.</p> <p>Additionally, Staff noted that surveying the location of the Piezometers and temperature probes could be more cost effectively accomplished by in-house staff and therefore that service and the associated costs has been removed from the scope of work.</p>	<p>Article 5 Plan Contents, Subarticle 2 Basin Setting, 354.16. Groundwater Conditions. Sub section f requires identification of interconnected surface water systems as well as an estimate of the quantity and timing of depletion of those systems. Subsection g requires identification of groundwater dependent ecosystems.</p> <p>This work also supports work required as Task 2 regarding data gaps and monitoring.</p> <p>Article 5 Plan Contents, Subarticle 3. Sustainable Management Criteria</p> <p>Work under the grant is required. Grant agreement includes funding for evaluating GDEs, installing instrumentation and developing sustainability criteria.</p>

Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b>
<p>information will help inform minimum sustainability thresholds or other measures to support the GDEs.)</p> <hr/> <p>These tasks serve several state-required work efforts relating identification of groundwater/surface water interconnection, identification of GDEs, assessment of the volume and rate of exchange of groundwater and surface water, and development of associated sustainability criteria. The work also helps satisfy the requirements for stakeholder communication and engagement.</p> <p>As part of the data gap analysis (Task 2) additional instrumentation added in this task is made part of Task 2's data gap analysis, monitoring plan, and sampling and analysis plan.</p>		



**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 5: Water Budget Development, \$113,500</p> <p>5A. Historical Water Budget (to meet the minimum 10 year period in the GSP regulations, this budget is anticipated to extend from the early 1980s to 2011. This period includes dry, normal, and wet years and includes the historical range of local water demand and imported water supply availability trends observed in the basin.)</p> <p>5B. Current Water Budget (this budget is anticipated to span water years 2012 through 2017 and include an accounting of groundwater inflows and outflows and exchanges with the river. The current water budget also reflects the most recent water demand and imported water supply availability. With the exception of 2017, each of the years had below average rainfall, with 2012 being the driest.)</p> <p>5C. Future Water Budgets under the UWMP (a 50-year forward looking time period will be evaluated, with and without Climate Change)</p> <p>5D. Basin Yield (analysis is informed by water budgets, and basin yield is defined as inflows balanced with outflows on a long term basis.)</p> <p>(Basin yield is not the same as sustainable yield defined by SGMA. Sustainable yield is the absence of the six undesirable results. Sustainable yield per SGMA is anticipated to be less than basin yield since it takes into account the state's six sustainability indicators)</p> <p>5E. Water Budget Documentation (work conducted in Tasks 5A-5D will be documented in a technical memo.)</p>	<p>The existing Groundwater Operating Plan (GSI 2009) demonstrates the groundwater resources being operated within the sustainable yield of the basin. Modification of that operating criteria is anticipated in order to achieve SGMA compliance. Staff will coordinate Watershed Initiative work efforts to achieve a water balance consistent with SGMA.</p>	<p>The GSP regulations require a detailed water budget to provide an accounting and assessment of the total annual volume of groundwater and surface water entering and leaving the basin, including historical, current and projected water budget conditions, and the change in the volume of water stored. The water budget must consider climate change.</p> <p>Article 5 Plan Contents, Subarticle 2 Basin Setting, § 354.18. Water Budget</p> <p>Article 5 Plan Contents, Subarticle 3 Sustainable Management Criteria, § 354.30. Measurable Objectives</p> <p>Article 5 Plan Contents, Subarticle 4 Monitoring Networks, § 354.34. Monitoring Network</p> <p>Article 8. Interagency Agreements, § 357.4. Coordination Agreements</p> <p>BMP-4. Water Budget,</p> <p>State Climate Change Guidance Document</p> <p>Work under the grant is required. Grant work plan includes development of a water budget as described in the proposal.</p>
<p>Each of these work tasks serve to create a water budget that is fully compliant with the state-requirements. For example, the GSP regulations require development of water budgets to account for annual basin inflow and outflow under historical, current, and future conditions. The water budgets will be used to (1) estimate future supply, demand, and aquifer response to GSP implementation, and (2) identify uncertainties in the projected water budget components. The budgets will represent basin wide conditions and will meet the GSP regulatory requirements for water budget analysis and DWFRs BMP document.</p>		

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<b>Proposal Task, Fee, Description, Purpose</b>	<b>Current State at SCV Water</b>	<b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b>
<p>Groundwater budgets will be developed for the alluvial aquifer and Saugus Formation (separately and combined) by extracting information from ModflowUSG (Task 3). Surface water budgets will be developed from water use data, stream gage data, stream flow estimates on un-gaged tributary streams, and groundwater discharge estimates. Water use budgets will be developed from local records and forecasts of imported water.</p> <p>A workshop will be held for this item. This will help satisfy the requirements for stakeholder communication and engagement.</p>		

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 6: Hydrogeologic Conceptual Model, \$90,000</p> <p>This task does not contain subtasks.</p> <p>This task develops the state-required Hydrogeological Conceptual Model (HCM) through assembling and evaluating existing data on: the physical characteristics of the basin, recharge areas, geology, groundwater well locations, groundwater quality, groundwater extraction, locations of groundwater connection to surface water, inventory of GDEs, and other data..</p> <p>An expanded description of the entire subbasin will be created. It will include written analysis of information described above and also include a scaled basin map and at 2 geologic cross sections.</p> <p>Work proposed will take advantage of existing data and past studies, but compile in a unified state-required HCM.</p> <p>This task will not reinvent past work, but will build upon prior studies, including those made for the 2004 Final Report on Santa Clarita Valley Groundwater Model Construction and Calibration. Additional studies and data collection have taken place since the 2004 report, including that related to installation of additional production and monitoring wells, studies regarding surface water flow and quality conditions, and groundwater contamination investigations.</p> <p>The HCM is a state required item that serves as a communication tool for stakeholders and agencies, but also supports discussion in multiple sections of the GSP, including those for: sustainability indicators, potential for undesirable results, development of minimum thresholds, development of potential projects and management actions, monitoring protocols, monitoring networks, and strategies to evaluate the sustainability of the basin over time. A technical memorandum will be prepared first.</p> <p>It can be refined over time as new information, such as monitoring, field investigation, and numerical modeling data become available.</p>	<p>SCV Water predecessors have contracted with consultants, who as part of their work, prepared generalized cross sections. This work includes that from Slade 1986, 1988, 2002 as well as others. Further, as part of its 2004 work effort, CH2M Hill developed a conceptual model for the original MicroFEM numeric groundwater model.</p> <p>Information from the expanded Data Management System developed in Task 2 will inform the updating of the HCM as well as SGMA mandated expansion of a scaled map and basin wide geologic cross sections. Staff will review the extent of the necessary modifications to the HMC to determine if the budget can be decreased.</p> <p>Staff will monitor the development of the HCM and its suitability as a stakeholder communication tool. A potential need exists for the use of visualization software that would be beyond the scope of the contemplated work.</p>	<p>The required HCM is an integral part of a GSP and conveys understanding of the basin's physical characteristics related to regional hydrology, land use, geology and geologic structure, water quality, principal aquifers, and the principal aquitards. It provides context to develop and explain water budgets, set up numerical analyses, and is a critical tool for developing required monitoring networks.</p> <p>The HCM can be refined over time as new information, such as monitoring, field investigation, and numerical modeling data become available.</p> <p>Article 5 Plan Contents, Subarticle 2 Basin Setting, § 354.14. Hydrogeologic Conceptual Model</p> <p>BMP-3 Hydrogeologic Conceptual Model</p>

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 7: Development of Sustainability Criteria, \$68,000</p> <p>This task does not contain subtasks.</p> <p>This task is configured to develop sustainable management criteria for the GSP. It includes collaboration with the SCV-GSA in its stakeholder process and workshop activity.</p> <p>Sustainability criteria will identify:</p> <ol style="list-style-type: none"> <li>1) minimum thresholds for each sustainability indicator,</li> <li>2) undesirable results,</li> <li>3) measurable objectives, and</li> <li>4) interim milestones</li> </ol> <p>The criteria are configured to result in sustainability within 20 years.</p> <hr/> <p>This work serves to develop the state-required sustainability criteria while working with the Stakeholder Communication and Engagement Consultant to document adequate stakeholder engagement. Technical work includes development of sustainable management criteria for each of the state's six sustainability criteria. One of the state's sustainability criteria is seawater intrusion. Seawater intrusion is not a factor in this basin, however the other five sustainability criteria will be evaluated. Because available data indicate there is no evidence that groundwater levels in the basin are experiencing significant or unreasonable declines, we anticipate significant focus on evaluating sustainability criteria for groundwater quality, and depletion of interconnected surface waters.</p> <p>The groundwater flowmodel will be used to identify periods when the groundwater operating plan coupled with reduced local recharge may create undesirable results, particularly for any depletion of interconnected surface water. The model will be used to identify circumstances and time periods for evaluation.</p> <p>Two workshops are planned. The first will introduce sustainability criteria, and the second will present the draft technical memorandum that describes the sustainability criteria. This will be in coordination with Stakeholder Communication and Engagement Consultant. This will help satisfy the requirements for stakeholder communication and engagement.</p>	<p>This is a critical task that staff will be managing quite closely. In particular the criteria for GDEs reflect the variability due to natural variations due to drought.</p>	<p>Development of Sustainable Management Criteria is a key required component of GSP development requiring significant technical work and adequate communication with stakeholders. Development of the criteria must take into account known data gaps. The criteria are configured to cause the basin to reach sustainability within the 20 year implementation horizon in the event it would otherwise not meet the criteria.</p> <p>Article 5 Plan Contents, Subarticle 3 Sustainable Management Criteria</p> <p>BMP-6 Sustainable Management Criteria</p>

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

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<p>Task 8: Projects and Management Actions/Implementation Plan, \$83,000</p> <p>This task does not contain subtasks.</p> <p>This task develops and evaluates a broad range of water management projects and actions that will achieve the sustainability goals identified in Task 7. Task 8 includes a two phased approach. The first phase will identify and screen the range of water management actions and potential projects. The proposal assumes that no more than 15 projects/management actions will be screened at this phase. Screening criteria may include a project's effect on sustainability criteria, technical uncertainties, institutional feasibility, and groundwater management areas.</p> <p>The second phase will provide additional screening, and may include cost-effectiveness, quantifiable contribution to sustainability objectives, implementation complexity, schedule and uncertainty. The proposal assumes the final list will not exceed five priority projects considered for implementation in the GSP.</p>	<p>SCV Water planning documents, such as the UWMP may refer to future project ideas, i.e. recycled water, groundwater recharge. Staff will be involved with the modification of planned projects and the identification of new projects that meet the SGMA, water quality and water reliability objectives of SCV Water.</p>	<p>The GSP Regulations require that Projects and Management Actions and an Implementation Plan be provided to cause the basin to reach sustainability over the 20 year implementation horizon in the event it would otherwise not meet the criteria. The process will include stakeholder involvement.</p> <p>Article 5 Plan Contents, Subarticle 5 Projects and Management Actions</p>
<p>As described above this task follows a logical process to identify and screen projects, resulting in a list of no more than five priority projects for implementation consideration in the GSP. The effort will include a workshop and help satisfy the requirements for stakeholder communication and engagement.</p> <p>Actions that address data gaps will also be developed in this task. The implementation plan will describe each proposed project and management action in detail, coordination requirements, cost, source(s) of funding, and implementation schedule.</p>		

**Table 5, Professional Engineering/Hydrogeology Outline of Proposed Work**

<p><b>Proposal Task, Fee, Description, Purpose</b></p>	<p><b>Current State at SCV Water</b></p>	<p><b>Description of GSP Regulation Requirements in General, Key GSP Regulations, State Provided Best Management Practices, State Guidance Documents., Required by Grant</b></p>
<p>Task 9: GSP Document Preparation, \$106,000</p> <p>This task details the process to develop the final GSP. Steps include development of the GSP outline, an administrative draft of the GSP, a public review draft of the GSP, and a final draft of the GSP. Each draft will include all required sections of the GSP, including appendices. Various previously prepared technical memoranda will be incorporated into the final GSP chapters.</p> <p>9A. Develop GSP Outline Work follows DWR GSP outline guidelines.</p> <p>9B. Prepare Administrative Draft GSP Work includes all appendices. This document will be reviewed and commented on by GSA staff.</p> <p>9C. Prepare Public Draft and Final GSP The Public Draft GSP will be prepared for stakeholder and Board review and comment. Responses to comments will be directly addressed in the Final GSP or a response to comments will be prepared.</p>	<p>SCV Water has significant experience in working with consultant's to prepare large planning documents.</p>	<p>SGMA requires the GSP be developed and adopted by the GSA. Public review of the document is required. Plan must be submitted by January 31, 2022</p> <p>Preparation Checklist for GSP Submittal Guidance Document</p> <p>GSP Annotated Outline Guidance Document</p> <p>Grant requires the complete GSP be adopted.</p>
<p>The consultants' scope of work has been developed so that the scope corresponds with sections of the GSP. Tech memos developed for each task will be adapted and incorporated into the appropriate sections of the GSP. Stakeholders and the Board will have previously reviewed the technical memorandums that form much of the basis for the GSP and will have the opportunity to review the Public Draft GSP. Comments will be either directly addressed in the Final Draft GSP document or a response to the comments will be prepared. All comments and responses to comments will be documented and catalogued for submittal to DWR.</p>		

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE SANTA CLARITA VALLEY WATER AGENCY  
AUTHORIZING THE GENERAL MANAGER TO ENTER INTO CONTRACTS FOR  
(1) STAKEHOLDER COMMUNICATION AND ENGAGEMENT SERVICES, AND  
(2) ENGINEERING AND HYDROGEOLOGY SERVICES FOR DEVELOPMENT OF A  
GROUNDWATER SUSTAINABILITY PLAN ON BEHALF OF THE SANTA CLARITA  
VALLEY GROUNDWATER SUSTAINABILITY AGENCY (SCV-GSA)**

**WHEREAS**, the SCV-GSA is formed by a Joint Powers Agreement (JPA Agreement) between four member agencies; and

**WHEREAS**, the four member agencies are the City of Santa Clarita, the County of Los Angeles, Los Angeles County Waterworks District No. 36 and SCV Water; and

**WHEREAS**, the SCV-GSA and SCV Water have entered into an Administrative Services Agreement (Agreement) that describes member agency responsibilities in providing administrative and technical support to the SCV-GSA; and

**WHEREAS**, pursuant to the Agreement SCV Water prepared requests for proposals for (1) stakeholder communication and engagement services and (2) engineering and hydrogeology services for the preparation of a Groundwater Sustainability Plan; and

**WHEREAS**, a workgroup composed of staff representing member agencies of the SCV-GSA review proposals received by SCV Water to provide such services and reached a consensus on consultant selection; and

**WHEREAS**, pursuant to the Agreement, on January 7, 2019, the SCV-GSA Board of Directors authorized SCV Water to enter into contracts with the above named firms; and

**WHEREAS**, pursuant to the Agreement, the next step is for SCV Water to award contracts to the above named firms; and

**WHEREAS**, the Board of Directors finds, after considering the opinion of staff, that the professional services proposals by (1) CV Strategies for Stakeholder Communication and Engagement in the amount of \$150,000, and (2) GSI Water Solutions for Engineering and Hydrogeology in the amount of \$ 1,251,550 are the most appropriate proposals for the work; and

**WHEREAS**, it is in SCV Water's best interest that the Board of Directors authorize its General Manager to enter into Professional Services time and expenses contracts with: (1) CV Strategies for Stakeholder Communication and Engagement in an amount not to exceed \$150,000, and (2) GSI Water Solutions for Engineering and Hydrogeology in an amount not to exceed \$1,251,550.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors authorizes the General Manager to enter into contracts with CV Strategies and GSI Water Solutions as described in this Resolution.

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ITEM NO.  
7.3

## BOARD MEMORANDUM

**DATE:** January 28, 2019  
**TO:** Board of Directors  
**FROM:** Rochelle Patterson  
Director of Finance and Administration  
**SUBJECT:** Approve a Revised Disclosure Procedures Policy

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### SUMMARY AND DISCUSSION

A Disclosure Procedures Policy formalizes the Agency's responsibilities and procedures in connection with debt issuance and management, including notes, bonds and certificates of participation to ensure the Agency continues to comply with all applicable disclosure obligations and requirements under federal securities laws.

An amendment to the Securities and Exchange Commission (the SEC) Rule 15c2-12 (the Rule) becomes effective as to underwriters of publicly offered municipal securities on February 27, 2019 (the "Effective Date"). As a result, any debt offered publicly by the Santa Clarita Valley Water Agency (SCV Water) or by the Upper Santa Clara Valley Joint Powers Authority (USCVJPA) on behalf of the Agency after the Effective Date to which the Rule applies, the Agency will be required to enter into a continuing disclosure undertaking pursuant to which it will agree to provide notice on the Electronic Municipal Market Access system (EMMA) of the incurrence of any "financial obligation," if material and will be obligated to disclose default on and certain other information with respect to any "financial obligation" regardless of when the financial obligation was incurred.

The Disclosure Procedures Policy, which was adopted by the Board of Directors in April 2018, has been updated to reflect the SEC amendment. The attached policy was reviewed by the Agency's Financial Advisor and the Agency's Bond Counsel.

### FINANCIAL CONSIDERATIONS

None.

### RECOMMENDATION

That the Finance and Administration Committee recommends that the Board of Directors approve the attached revised Disclosure Procedures Policy.

RP

Attachment

MGS

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<b>POLICIES, RULES AND REGULATIONS</b>	
Title: <b>DISCLOSURE PROCEDURES POLICY</b>	
Policy No.:F-5	Section Nos.: 1.0 – <del>2.53.0</del>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

## F-5 DISCLOSURE PROCEDURES POLICY

### 1.0 INTRODUCTION

The Agency from time to time issues certificates of participation, revenue bonds, notes or other obligations (collectively Obligations) to fund or refund capital investments, other long-term programs and working capital needs. These Obligations may be issued directly by the Agency, through the Upper Santa Clara Valley Joint Powers Authority or on behalf of the Agency by the Santa Clarita Valley Water Agency Financing Corporation (collectively the Issuer). In offering Obligations to the public, and at other times when making certain reports, the Agency and/or the Issuer (if other than the Agency) must comply with the anti-fraud rules of federal securities laws. (Anti-fraud rules refers to Section 17 of the Securities Act of 1933 and Section 10(b) of the Securities and Exchange Act of 1934, and regulations adopted by the Securities and Exchange Commission under those Acts, particularly Rule 10b-5 under the 1934 Act.)

### 2.0 STATEMENT OF PURPOSE

The purpose of these Disclosure Procedures (Procedures) is to memorialize and communicate procedures in connection with obligations, including notes, bonds and certificates of participation, issued by or on behalf of the Santa Clarita Valley Water Agency (Agency) to ensure the Agency continues to comply with all applicable disclosure obligations and requirements under the federal securities laws.

### 2.1 BACKGROUND

The core requirement of the anti-fraud rules is that potential investors in Obligations must be provided with all material information relating to the offered Obligations. The information provided to investors must not contain any material misstatements, and the Agency and/or the Issuer (if other than the Agency) must not omit material information that would be necessary to provide to investors a complete and transparent description of the Obligations and the Agency's financial condition. In the context of the sale of securities, a fact is considered to be material if there is a substantial likelihood that a reasonable investor would consider it to be important in determining whether or not to purchase the securities being offered.

When Obligations are issued, the two central disclosure documents that are prepared are typically a preliminary official statement (POS) and a final official statement (OS, and collectively with the POS, Official Statement). The Official Statement generally consists of (i) the forepart, which describes the specific transaction including maturity dates, interest rates, redemption provisions, the specific type of financing, the leased premises (in certificate of participation financings) and other matters particular to the financing, (ii) a



<b>POLICIES, RULES AND REGULATIONS</b>	
Title: <b>DISCLOSURE PROCEDURES POLICY</b>	
Policy No.: F-5	Section Nos.: 1.0 – <del>2.53.0</del>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

section that provides information on the Agency, including its financial condition as well as certain operating information of the wholesale division or the retail division, as applicable (Agency Section) and (iii) various other appendices, including the Agency’s audited financial report, form of the proposed legal opinion and form of continuing disclosure undertaking. Investors use the Official Statement as one of their primary resources for making informed investment decisions regarding the Obligations.

2.2

DISCLOSURE PROCESS

When the Agency determines to issue Obligations, the Agency’s Treasurer requests the involved departments to commence preparation of the portions of the Official Statement (including particularly the Agency Section) for which they are responsible. While the general format and content of the Official Statement does not normally change substantially from offering to offering, except as necessary to reflect major events, the Agency’s Treasurer is responsible for reviewing and preparing or updating certain portions of the Agency Section that are within his/her particular area of knowledge. After the Official Statement has been substantially updated, the entire Official Statement is shared with the General Manager for review and input. Additionally, all participants in the disclosure process are separately responsible for reviewing the entire Official Statement.

Members of the financing team, including the Bond Counsel and the Agency’s Financial Advisor with respect to the Obligations, assist staff in determining the materiality of any particular item, and in the development of specific language in the Agency Section. Members of the financing team also assist the Agency in the development of a big picture overview of the Agency’s financial condition, which is included in the Agency section. This overview highlights particular areas of concern. Bond Counsel has a confidential, attorney-client relationship with officials and staff of the Agency.

The Agency’s Treasurer or a member of the financing team at the direction thereof schedules one or more meetings or conference calls of the financing team (which includes Agency officials, Bond Counsel, the Agency’s Financial Advisor, the underwriter of the Obligations and the underwriter’s counsel), and new drafts of the forepart of the Official Statement and the Agency Section are circulated and discussed. Such communications may occur via electronic means rather than by meetings or conference calls. During this part of the process, there is substantial contact among Agency staff and other members of the financing team to discuss issues that may arise, determine



<b>POLICIES, RULES AND REGULATIONS</b>	
<b>Title: DISCLOSURE PROCEDURES POLICY</b>	
Policy No.:F-5	Section Nos.: 1.0 – <del>2.53.0</del>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

the materiality of particular items and ascertain the prominence in which the items should be disclosed.

Prior to distributing a POS to potential investors, there is typically a formal conference call that includes Agency officials involved in the preparation of the POS, members of the financing team and the underwriters and the underwriter’s counsel, during which the Official Statement is reviewed in its entirety to obtain final comments and to allow the underwriters to ask questions of the Agency’s senior officials. This is referred to as a due diligence meeting.

A substantially final form of the POS is provided to the Agency Board of Directors (and the Authority Board of Directors, if relevant) in advance of approval to afford the Board(s) of Directors an opportunity to review the POS, ask questions and make comments. The substantially final form of the POS is approved by the Board(s) of Directors, which generally authorizes certain senior staff to make additional corrections, changes and updates to the POS in consultation with General Counsel and Bond Counsel.

At the time the POS is posted for review by potential investors, senior Agency officials (and under certain circumstances the Issuer) execute certificates deeming certain portions of the POS complete (except for certain pricing terms) as required by SEC Rule 15c2-12.

Between the posting of the POS for review by potential investors and delivery of the final OS to the underwriter for redelivery to actual investors in the Obligations, any changes and developments will have been incorporated into the POS, including particularly the Agency Section, if required. If necessary to reflect developments following publication of the POS or OS, as applicable, supplements will be prepared and published.

In connection with the closing of the transaction, one or more senior Agency officials (and under certain circumstances the Issuer) execute 10b-5 certificates. General Counsel also provides a 10b-5 opinion letter (generally addressed to the underwriter). General Counsel does not opine to the underwriters or other third parties as to any financial, statistical, economic or demographic data or forecasts, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion and certain other customary matters.



<b>POLICIES, RULES AND REGULATIONS</b>	
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Policy No.:F-5	Section Nos.: 1.0 – <del>2.53.0</del>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

2.3 AGENCY SECTION

The information contained in the Agency Section is developed by personnel under the direction of the Treasurer. The Treasurer coordinates with the General Manager, senior management positions and Controller. The finance team assists as well in certain circumstances and additional officials will be involved as necessary. The following principles govern the work of the respective staffs that contribute information to the Agency Section:

- Agency staff involved in the disclosure process is responsible for being familiar with its responsibilities under federal securities laws as described above.
- Agency staff involved in the disclosure process should err on the side of raising issues when preparing or reviewing information for disclosure. Officials and staff are encouraged to consult General Counsel, Bond Counsel or members of the financing team if there are questions regarding whether an issue is material or not.
- Care should be taken not to shortcut or eliminate any steps outlined in the Procedures on an ad hoc basis. However, the Procedures are not necessarily intended to be a rigid list of procedural requirements, but instead to provide guidelines for disclosure review. If warranted, based on experience during financings or because of additional SEC pronouncements or other reasons, the Agency should consider revisions to the Procedures.
- The process of updating the Agency Section from transaction to transaction should not be viewed as being limited to updating tables and numerical information. While it is not anticipated that there will be major changes in the form and content of the Agency Section at the time of each update, everyone involved in the process should consider the need for revisions in the form, content and tone of the sections for which they are responsible at the time of each update.
- The Agency must make sure that the staff involved in the disclosure process is of sufficient seniority so that it is reasonable to believe that, collectively, they are in possession of material information relating to the Agency, its operations and its finances.

2.4 TRAINING

Periodic training for the staff involved in the preparation of the Official Statement (including the Agency Section) is coordinated by the finance team and the Treasurer. These training sessions are provided to assist staff members involved in identifying relevant disclosure information to be included



<b>POLICIES, RULES AND REGULATIONS</b>	
Title: <b>DISCLOSURE PROCEDURES POLICY</b>	
Policy No.:F-5	Section Nos.: 1.0 – <del>2.5</del> <u>3.0</u>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

in the Agency Section. The training sessions also provide an overview of federal laws relating to disclosure, situations in which disclosure rules apply, the purpose of the Official Statement and the Agency Section, a description of previous SEC enforcement actions and a discussion of recent developments in the area of municipal disclosure. Attendees at the training sessions are provided the opportunity to ask questions of finance team members, including Bond Counsel concerning disclosure obligations and are encouraged to contact members of the finance team at any time if they have questions.

**2.5 ANNUAL CONTINUING DISCLOSURE REQUIREMENTS**

In connection with the issuance of Obligations, the Agency has entered into a number of contractual agreements (Continuing Disclosure Certificates) to provide annual reports related to its financial condition (including its audited financial statements) as well as notice of certain events relating to the Obligations specified in the Continuing Disclosure Certificates. The Agency must comply with the specific requirements of each Continuing Disclosure Certificate. The Agency’s Continuing Disclosure Certificates generally require that the annual reports be filed within 270 days after the end of the Agency’s fiscal year, and event notices are generally required to be filed within 10 days of their occurrence.

Specific events which require material event notices are set forth in each particular Continuing Disclosure Certificate.

The Treasurer shall be responsible for preparing and filing the annual reports and material event notices required pursuant to the Continuing Disclosure Certificates. Particular care shall be paid to the timely filing of any changes in credit ratings on Obligations (including changes resulting from changes in the credit ratings of insurers of particular Obligations).

**3.0 SEC RULE 15c-2-12 REPORTING**

Effective February 27, 2019, General Counsel, the General Manager, the Chief Financial and Administrative Office or the Agency Secretary, as applicable, will provide written notice to the Treasurer of receipt by the Santa Clarita Valley Water Agency (the “Agency”) of a notice of any default, event of acceleration, termination event, modification of terms (only if material or may reflect financial difficulties), or other similar events (collectively, a “Potentially Reportable Event”) received by the Agency under any agreement or obligation to which the Agency is a party and which may be a “financial obligation” as discussed below. Such written notice should be provided by General Counsel or the Agency Secretary, as applicable, to the Treasurer as soon as General



**SCV**  
**WATER**

<b>POLICIES, RULES AND REGULATIONS</b>	
<b>Title: DISCLOSURE PROCEDURES POLICY</b>	
Policy No.:F-5	Section Nos.: 1.0 – <u>2.53.0</u>
Approval Date: <del>April 2018</del> <u>February 2019</u>	Effective Date: <del>April 2018</del> <u>February 2019</u>
Approved By: Board of Directors	

Counsel or the Agency Secretary, as applicable, is placed on written notice by Agency staff, consultants, or external parties of such event or receives written notice of such event so that the Treasurer can determine, with the assistance of bond counsel, whether notice of such Potentially Reportable Event is required to be filed on EMMA pursuant to the disclosure requirements of SEC Rule 15c2-12. If filing on EMMA is required, the filing is due within 10 business days of such Potentially Reportable Event to comply with the continuing disclosure undertaking for the various debt obligations of the Agency.

General Counsel or other senior staff (ie. General Manager, Chief Financial and Administrative Officer, the Secretary, or other executive positions within the Agency), as applicable, will report to the Treasurer the execution by the Agency of any agreement or other obligation which might constitute a “financial obligation” for purposes of Rule 15c2-12 and which is entered into after February 27, 2019. Amendments to existing Agency agreements or obligations with “financial obligation” which relate to covenants, events of default, remedies, priority rights, or other similar terms should be reported to the Treasurer as well as soon as General Counsel or such other senior staff is placed on written notice by Agency staff, consultants, or external parties of such event or receives a written notice of such amendment requests. Notice to the Treasurer is necessary so that the Treasurer can determine, with the assistance of bond counsel, whether such agreement or other obligation constitutes a material “financial obligation” for purposes of Rule 15c2-12. If such agreement or other obligation is determined to be a material “financial obligation” or a material amendment to a “financial obligation” described above, notice thereof would be required to be filed on EMMA within 10 business days of execution or incurrence. The types of agreements or other obligations which could constitute “financial obligations” and which could need to be reported on EMMA are discussed in the memorandum from bond counsel attached hereto as Attachment 1.

*(Originally Adopted April 2018)*



# ATTACHMENT 1

## FINANCIAL OBLIGATIONS ON THE AMENDMENT TO SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12

An amendment to Securities and Exchange Commission (the “SEC”) Rule 15c2-12 (the “Rule”) becomes effective as to underwriters of publicly offered municipal securities on February 27, 2019 (the “Effective Date”). As a result, we would expect that with respect to any debt offered publicly by the Santa Clarita Valley Water Agency (the “Agency”) or by the Upper Santa Clara Valley Joint Powers Authority (the “Authority”) on behalf of the Agency after the Effective Date to which the Rule applies, the Agency will be required to enter into a continuing disclosure undertaking pursuant to which it will agree to provide notice on the Electronic Municipal Market Access system (“EMMA”) of the incurrence of any “financial obligation” if material and will be obligated to disclose default on and certain other information with respect to any “financial obligation” regardless of when the financial obligation was incurred.

The Rule provides a general definition of a “financial obligation.” While the impetus for the proposed changes to the Rule was a perception by the SEC and others that municipal issuers were increasingly entering into bank or other private placement debt, the final amendment to the Rule defines “financial obligation” more broadly to include “a debt obligation, derivative instrument or a guarantee of either a debt obligation or a derivative instrument.”

To date the SEC has provided limited guidance on the specific application of the definition of “financial obligation”. The SEC release accompanying the final amendment does suggest a key concept is that a “financial obligation” involves the borrowing of money. In public comments representatives of the SEC have declined to provide a definition of a “guarantee” or a “debt” but did indicate that the SEC will not necessarily look to state law definitions of a “guarantee” or “debt”.

The Agency will need to monitor agreements or other obligations entered into by the Agency after the Effective Date, and any modifications to such agreements or other obligations, carefully to determine whether they constitute “financial obligations” under the Rule and, if material, would need to be disclosed on EMMA within 10 business days of execution or incurrence.

In addition, if the Agency receives a notice of default or an event of default or of an acceleration, termination event, modifications of or other similar event on any agreement or other obligation after the Effective Date, the Agency will need to determine whether such agreement or obligation constitutes a financial obligation (regardless of when originally incurred) and whether such default or other event reflects financial difficulty (i.e., reduction in overall liquidity, creditworthiness or debt owner’s rights).

Types of agreement or other obligations which are likely to be “financial obligations” under the Rule include:

- 1 Bank loans or other obligations which are privately placed;
- 2 State or federal loans;
- 3 Commercial paper or other short-term indebtedness for which no offering document has been filed on EMMA;
- 4 Letters of credit, surety policies or other credit enhancement with respect to the Agency’s publicly offered debt or the Authority’s publicly offered debt issued on behalf of the Agency;
- 5 Letters of credit, including letters of credit which are provided to third parties to secure the Agency’s obligation to pay or perform (an example of this is a standby

- letter of credit delivered to secure the Agency's obligations for performance under a mitigation agreement);
- 6 Capital leases for property, facilities, fleet or equipment; and
  - 7 Agreements which guarantee the payment or performance obligations of a third party (regardless of whether the agreements constitute guarantees under California law).

Types of agreements which could be a "financial obligation" under the Rule include:

- 1 Payment agreements which obligate the Agency to pay a share of another public agency's debt service (for example, an agreement with a joint powers agency whereby the Agency agrees to pay a share of the joint powers agency's bonds, notes or other obligations);
- 2 Service contracts with a public agency or a private party pursuant to which the Agency is obligated to pay a share of such public agency or private party's debt service obligation (for example, certain types of P3 arrangements);
- 3 Water purchase, water banking or other similar agreements pursuant to which the Agency is obligated to pay amounts expressly tied to the other party's debt service obligations, regardless of whether service is provided or not (for example, the Agency's State Water Project contract); and
- 4 Water purchase, water banking or similar agreements which include a rate component that expressly passes through debt service or capital obligation of the other party.

Types of agreements which may be a "financial obligation" subject to the Rule include:

- 1 Any agreement the payments under which are not characterized as an operation and maintenance expenses for accounting purposes if such agreement could be characterized as the borrowing of money.

The above list is based on bond counsel advice as of January 28, 2019. The Treasurer will continue to work with General Counsel and bond counsel to refine the definition of financial obligation going forward based on future SEC guidance.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SANTA CLARITA VALLEY WATER AGENCY NOMINATING  
ITS ACWA JPIA BOARD MEMBER TO THE EXECUTIVE COMMITTEE  
OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES  
JOINT POWERS INSURANCE AUTHORITY ("ACWA JPIA")**

**WHEREAS**, this district is a member district of the ACWA JPIA that participates in all four of its Programs: Liability, Property, Workers' Compensation, and Employee Benefits; and

**WHEREAS**, the Bylaws of the ACWA JPIA provide that in order for a nomination to be made to ACWA JPIA's **Executive Committee**, the member district must place into nomination its member of the ACWA JPIA Board of Directors for such open position;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Santa Clarita Valley Water Agency that its member of the ACWA JPIA Board of Directors, Jerry Gladbach be nominated as a candidate for the **Executive Committee** for the election to be held on May 6, 2019.

**BE IT FURTHER RESOLVED** that the ACWA JPIA staff is hereby requested, upon receipt of the formal concurrence of three other member districts to effect such nomination.

**BE IT FURTHER RESOLVED** that the District Secretary is hereby directed to transmit a certified copy of this resolution to the ACWA JPIA at P.O. Box 619082, Roseville, CA 95661-9082, forthwith.

**ADOPTED** this Tuesday, the 5<sup>th</sup> of February, 2019.

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Secretary

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## E.G. "Jerry" Gladbach

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

### EXPERIENCE / COMMITMENT / DEDICATION

*It has been an honor to serve you as the President of ACWA/JPIA's Board of Directors. I welcome the opportunity to continue in a leadership role to further develop better ways to serve the member agencies. I ask for your vote to*

**continue being on the Executive Committee which is the prerequisite to being selected as the President of your Board of Directors.** *I would be honored to continue serving you again in this position in order to go forward with the captive insurance company and continue with the positive enhancements that have been implemented during the last few years.*

*A few of our most significant accomplishments have been:*

- *Board approval for the formation of a captive insurance company. The captive is part of a long-term strategy that is expected to provide significant savings for JPIA members on their insurance.*
- *With Executive Committee oversight, successfully transitioned nearly half of the JPIA Management Team, due to retirements of long term employees.*
- *Expanded the number of training opportunities for our members' employees and, new in 2018, we began providing additional training opportunities for Board members.*
- *In recent years, rates have decreased 15% in the Liability Program, 20% in Property, and 10% in Workers' Comp. Employee Benefits Program rates for the current year remained unchanged in all but the Kaiser Plans, which increased 2.5%.*
- *In the last five years, the JPIA refunded nearly \$19 million in premiums to the members.*

*My experience as Vice President and President of ACWA, my years of service as a member of the Executive Committee and the ACWA/JPIA President has given me the opportunity to go up and down the state and meet with member agencies. **My desire to understand and represent all agencies is my goal, and my renewed interest to serve with knowledge and dedication remains the foundation of my commitment to you.***

#### PROFESSIONAL / COMMUNITY EXPERIENCE

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

President	2010 – present
Executive Committee	2002 – 2003, 2006 – present
Chair, Building and Property Ad Hoc Committee	2008 – 2010
Chair, Liability Sub-Committee	2007 – 2010
Board of Directors	2002 – present

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

ACWA's Rep. to NWRA's Board of Directors	2009 – Present
President	2004 – 2005
Vice President	2002 – 2003
Chair, Region 8	1998 – 2001
Board of Directors	1998 – present
Chair, Energy Committee	1982 – 1989, 2006 – 2007

##### **Santa Clarita Valley Water Agency (formerly Castaic Lake WA)**

Board of Directors	1985 – present
President	1987 – 1990
Committee Chair	1991 – 2015

##### **LAFCO – Los Angeles**

Chair	2006 – present
Commissioner	2002 – present

##### **Water Education Foundation, Board of Directors**

1987 – 2009

##### **L.A. Department of Water and Power /retired after 35 years of Leadership**

##### **Past Member, United States EPA Groundwater Task Force**

##### **Professional Engineer, Reg. in CA – Life Member, American Society of Civil Engineers**

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

#### PERSONAL


*Married with 3 children, and 6 grandchildren, I have lived in the Santa Clarita Valley over 45 years and have been devoted to community service for that entire period.*

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ITEM NO.  
10.1

## BOARD MEMORANDUM

**DATE:** January 10, 2019  
**TO:** Board of Directors  
**FROM:** Steve Cole   
Assistant General Manager  
**SUBJECT:** January 9, 2019 Water Resources and Watershed Committee Meeting

---

The Water Resources and Watershed Committee met on Wednesday, January 9, 2019 at 6:00 PM in the Training Room at the Santa Clarita Water Division. In attendance were Committee Chair Maria Gutzeit, Directors Tom Campbell, William Cooper, Robert DiPrimio and Jacque McMillan. Staff members present were Matt Dickens, Dirk Marks, Kathie Martin, Rick Vasilopoulos, Rick Viergutz and me. Two members of the public were present. A copy of the Agenda is attached.

**Item 1: Public Comment** – There was public comment.

**Item 2: Water Resources Director's Report**

- 2.1 **Devil's Den Semi-Annual Report (July 2018 – December 2018)** – Staff discussed the Devil's Den Semi-Annual Report.
- 2.2 **Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities** – Staff discussed the Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities.
- 2.3 **Other Staff Activities** – No other staff activities were discussed.

**Item 3: Update on Conservation Activities** – Matt Dickens provided an update on conservation activities.

**Item 4: Recommend Authorizing the General Manager to Execute an Agreement for SCV Water's Participation in the Sites Reservoir 2019 Participation Agreement** –

Recommended actions for this item will be included in a separate report being submitted at the February 5, 2019 regular Board Meeting.

**Item 5: Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services, and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)** – Recommended actions for this item will be included in a separate report being submitted at the February 5, 2019 regular Board Meeting.

**Item 6: Committee Planning Calendar** – The Committee reviewed the Planning Calendar.

The meeting adjourned at 7:20 PM.

Attachment

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**Date:** January 3, 2019

**To:** Water Resources and Watershed Committee  
Maria Gutzeit, Chair  
Tom Campbell  
Kathy Colley  
William Cooper  
Robert DiPrimio  
Jerry Gladbach  
Jacque McMillan

**From:** Steve Cole, Assistant General Manager *SCC*

The **Water Resources and Watershed Committee** is scheduled to meet on **Wednesday, January 9, 2019 at 6:00 PM at Santa Clarita Water Division** located at 26521 Summit Circle, Santa Clarita, CA 91350 in the Training Room.

#### MEETING AGENDA

<u>ITEM</u>	<u>PAGE</u>
1. Public Comments	
2. Water Resources Director's Report	
* 2.1 Devil's Den Semi-Annual Report (July 2018 – December 2018)	3
* 2.2 Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities	5
2.3 Other Staff Activities	
3. Update on Conservation Activities	
4. * Recommend Authorizing the General Manager to Execute an Agreement for SCV Water's Participation in the Sites Reservoir 2019 Participation Agreement	7
5. * Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services, and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)	11

<u>ITEM</u>	<u>PAGE</u>
6. * Committee Planning Calendar	39
7. Adjournment	

\* Indicates attachments  
◆ To be distributed

**NOTICES:**

Any person may make a request for a disability-related modification or accommodation needed for that person to be able to participate in the public meeting by telephoning (661) 297-1600, or writing to Santa Clarita Valley Water Agency at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350. Requests must specify the nature of the disability and the type of accommodation requested. A telephone number or other contact information should be included so that Agency staff may discuss appropriate arrangements. Persons requesting a disability-related accommodation should make the request with adequate time before the meeting for the Agency to provide the requested accommodation.

Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.

Posted on January 3, 2019.

M65



ITEM NO.  
10.2

## BOARD MEMORANDUM

**DATE:** January 15, 2019  
**TO:** Board of Directors  
**FROM:** Eric Campbell   
Chief Finance and Administrative Officer  
**SUBJECT:** January 14, 2019 Special Finance and Administration Committee Meeting

---

The Finance and Administration Committee met at 6:00 PM on Monday, January 14, 2019 in the Training Room of the Rio Vista Water Treatment Plant. In attendance were Committee Chair Dan Mortensen, Directors Dante Acosta, B. J. Atkins, Ed Colley, Bob DiPrimio, Maria Gutzeit and R. J. Kelly. Staff members present were Erika Dill, Jim Leserman, Ari Mantis, Rochelle Patterson and me. Financial advisor Robert Porr was present, as well as two members of the public. A copy of the agenda is attached.

**Item 1: Public Comment** – There was no public comment.

**Item 2: Recommend Approval of a Safety Incentive Plan** – Recommended actions for this item are included in a separate report being submitted at the February 5, 2019 regular Board meeting.

**Item 3: Recommend Approval of Revised Claims Policy** – Recommended actions for this item are included in a separate report being submitted at the February 5, 2019 regular Board meeting.

**Item 4: Review RFP for Ratepayer Advocate** – Staff and the Committee reviewed the RFP for the Ratepayer Advocate. The final RFP will be posted and available for viewing on PlanetBids.

**Item 5: Discuss Financing of Developer-Contributed Capital and/or Facility Capacity Fees through Community Facilities Districts (CFDs)** – Staff and the Committee discussed financing of developer-contributed capital and facility capacity fees through Community Facilities Districts (CFDs).

**Item 6: Review Employee-Related Items Pre and Post Merger** – Staff and the Committee discussed pre-and-post-merger items.

**Item 7: Review and Discuss Wholesale Capital Funding Alternatives** – Staff and the Committee reviewed and discussed alternatives for wholesale capital funding.

**Item 8: Review Biennial Budget Implementation for Fiscal Years 2019/20 and 2020/21** – Staff and the Committee reviewed proposed biennial budget implementation for Fiscal Years 2019/20 and 2020/21.

**Item 9: Recommend Receiving and Filing of November 2018 Monthly Financial Report** – The Committee reviewed the November 2018 Monthly Financial Report and recommended that the report be received and filed.

**Item 10: Committee Planning Calendar** – Staff and the Committee reviewed the FY 2018/19 and 2019/20 Committee Planning Calendar.

**Item 11: General Report on Finance and Administration Activities** – Staff advised the Committee that a resolution approving third party administration of CalPERS retirement benefits will be submitted directly to the Board at the February 5, 2019 regular Board meeting.

**Item 12: Adjournment** – The meeting adjourned at 8:28 PM.

EC/ed


Attachment

Handwritten initials "MGS" in blue ink on a light blue background.



**Date:** January 7, 2019

**To:** **Finance and Administration Committee**  
Dan Mortensen, Chair  
B. J. Atkins  
Ed Colley  
Robert DiPrimio  
Dean Efstathiou  
Maria Gutzeit  
R. J. Kelly

**From:** Eric Campbell   
Chief Financial and Administrative Officer

A special meeting of the **Finance and Administration Committee** is scheduled to meet on **Monday, January 14, 2019 at 6:00 PM** at **Rio Vista Water Treatment Plant** located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 in the Training Room.

### SPECIAL MEETING AGENDA

<u>ITEM</u>	<u>PAGE</u>
1. Public Comments	
2. * Recommend Approval of a Safety Incentive Plan	3
3. * Recommend Approval of Revised Claims Policy	9
4. * Review RFP for Ratepayer Advocate	25
5. * Discuss Financing of Developer-Contributed Capital and/or Facility Capacity Fees through Community Facilities Districts (CFDs)	37
6. Review Employee-Related Items Pre and Post Merger	
7. Review and Discuss Wholesale Capital Funding Alternatives Project	
8. * Review Biennial Budget Implementation for Fiscal Years 2019/20 and 2020/21	39

- |     |   |  |     |
|-----|---|--|-----|
| 9.  | * | Recommend Receiving and Filing of November 2018 Monthly Financial Report | 43  |
| 10. | * | Committee Planning Calendar  | 137 |
| 11. |   | General Report on Finance and Administration Activities                  |     |
| 12. |   | Adjournment  |     |

- \* Indicates attachments
- ◆ To be distributed

**NOTICES:**

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Pursuant to Government Code Section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection at the Santa Clarita Valley Water Agency, located at 27234 Bouquet Canyon Road, Santa Clarita, California 91350, during regular business hours. When practical, these public records will also be made available on the Agency's Internet Website, accessible at <http://www.yourscvwater.com>.


Posted on January 7, 2019.

M65



ITEM NO.  
10.3

## BOARD MEMORANDUM

**DATE:** January 22, 2019  
**TO:** Board of Directors  
**FROM:** Steve Cole  
Assistant General Manager   
**SUBJECT:** January 17, 2019 Public Outreach and Legislation Committee Meeting

---

The Public Outreach and Legislation Committee met on Thursday, January 17, 2019 at 5:30 PM in the Training Room at the Santa Clarita Water Division located at 26521 Summit Circle, Santa Clarita 91350. In attendance were Committee Chair Jacque McMillan, Directors Kathy Colley, Jerry Gladbach, R.J. Kelly, Gary Martin and Lynne Plambeck. Consultant Hunt Braly attended the meeting as well as legislative consultants Harry Henderson and Dennis Albiani whom participated via teleconference. The staff members present were Kathie Martin and me. No public were present. A copy of the agenda is attached.

**Item 1: Public Comment** – None.

**Item 2: Legislative Consultant Reports**

- 2.1: Harry Henderson reported on federal legislative and related items.
- 2.2: Dennis Albiani reported on state legislative and related items.
- 2.3: Hunt Braly reported on local legislative and related items.

**Item 3: Legislative Advocacy:**

- 3.1: Discussion of Legislative Advocacy Request for Proposals – Committee reviewed the Legislative Advocacy Request for Proposals.

**Item 4: Public Outreach:**

- 4.1: Consideration of Sponsorship for Maven's Notebook – Committee recommended \$5,000 sponsorship.

**Item 5: Informational:**

- 5.1: Monthly Outreach Matrix – Staff and the Committee reviewed the monthly outreach matrix.
- 5.2: Legislative Tracking – Staff and the Committee reviewed the legislative tracking spreadsheet.
- 5.3: Sponsorship Tracking FY 2018/19 – Staff and the Committee reviewed the sponsorship spreadsheet.
- 5.4: Public Outreach Event Calendar 2019 – Staff and the Committee reviewed the public outreach event calendar.
- 5.5: Committee Planning Calendar 2019 – Staff and the Committee reviewed the Public Outreach and Legislation Committee planning calendar.

The meeting adjourned at 6:30 PM.

Attachment




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**Date:** January 11, 2019

**To:** **Public Outreach and Legislation Committee**  
Jacque McMillan, Chair  
B.J. Atkins  
Kathy Colley  
Jerry Gladbach  
R.J. Kelly  
Gary Martin  
Lynne Plambeck

**From:** Steve Cole, Assistant General Manager 

The **Public Outreach and Legislation Committee** is scheduled to meet on **Thursday, January 17, 2019 at 5:30 PM** at **Santa Clarita Water Division** located at 26521 Summit Circle, Santa Clarita, CA. 91350 in the Training Room.

#### MEETING AGENDA

<u>ITEM</u>		<u>PAGE</u>
1.	Public Comments	
2. *	Legislative Consultant Report:	
	2.1 Anchor Consultant	1
	2.2 California Advocates	21
	2.3 Poole & Shaffery	53
3. *	Legislative Advocacy	
	3.1 Discussion of Legislative Advocacy Request for Proposals	55
4. *	Public Outreach:	
	4.1 Consideration of Sponsorship for Maven's Notebook	65
5. *	Informational:	
	5.1 Monthly Outreach Matrix	71
	5.2 Legislative Tracking	73
	5.3 Sponsorship Tracking FY 2018/19	75
	5.4 Public Outreach Event Calendar 2019	77
	5.5 Committee Planning Calendar 2019	81
6.	Adjournment	

- \* Indicates attachments
- ◆ To be distributed

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Posted on January 11, 2019.

MBS



## BOARD MEMORANDUM

**DATE:** January 22, 2019  
**TO:** Board of Directors  
**FROM:** Brian J. Folsom, P.E. *BJF*  
 Chief Engineer  
**SUBJECT:** Engineering Services Section Report

### CAPITAL IMPROVEMENT PROJECTS (CIP) CONSTRUCTION

Project	Contractor	Contract Amount	Scheduled Completion	Notes
MWDSC Foothill Feeder Connection	GSE Construction	\$2,951,759	3/31/19	Connections to MWD and SCVWA lines are scheduled for February 2019.
ESFP Clearwell/CT Improvements	Clark Bros. Inc.	\$5,668,649	4/1/19	Miscellaneous improvements being constructed.
Well E-17 and Ancillary Facilities	Staats Construction, Padilla Electric, and General Pump	\$571,734	TBD	Materials being purchased.
Magic Mountain Pipeline Phase 4	FivePoint / Toro Enterprises	\$3,084,725	7/22/19	Construction submittals and pipe fabrication are in progress.
Magic Mountain Pipeline Phase 5	FivePoint / Toro Enterprises	\$3,269,978.85	TBD	Execution of construction contract in progress.

### CAPITAL IMPROVEMENT PROJECTS (CIP) DESIGN

1. ESFP Wastewater Return and Sludge Collection System – Lee & Ro is revising the 90% design plans and specifications to address constructability review comments. The Operating Permit amendment application has been submitted to the State Water Resources Control Board Division of Drinking Water for approval.
2. Castaic Conduit Bypass – Design is 90% complete. Staff is working with affected property owners to acquire necessary permanent and temporary easements.
3. Magic Mountain Pipeline No. 6 – Michael Baker International is preparing the design.
4. Magic Mountain Reservoir – Staff is reviewing the reservoir site evaluation technical memo.

5. Replacement Wells – Staff is coordinating well site locations with the landowner, FivePoint. Work authorization has been issued to Jensen Design Services to design a portion of the pipeline along Commerce Center Drive that will connect to the Magic Mountain Pipeline. Richard Slade and Associates submitted a proposal for well design.
6. Groundwater Treatment Improvements – Staff is reviewing strategies for potential cost recovery from responsible parties through the National Contingency Plan (NCP) process. One Statement of Qualifications was received from the consulting firm Advisian in response to a Request for Qualifications that was issued to eight consultants for preparation of NCP required documentation. Advisian has submitted a proposal to perform the initial phases of work.
7. Recycled Water Central Park (Phase 2A) – The project’s Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) was adopted by the CLWA Board of Directors at its December 13, 2017 regular Board meeting. Final design proposals have been received. Design is on hold pending resolution of recycled water permitting and regulatory issues.
8. Recycled Water Vista Canyon (Phase 2B) – The PDR has been completed. On July 17, 2017, the Department of Water Resources (DWR) approved repurposing \$2.7 million in Proposition 84 Grant Funding from the Saugus Formation Dry Year Wells project to the Vista Canyon Recycled Water Project. The CLWA Board of Directors adopted the MND/MMRP on November 20, 2017. Final design for the pipeline and tanks are approximately 90% complete. Based on the geotechnical investigation, tank site improvements will be required to provide an acceptable margin of safety for the tank foundation.
9. Recycled Water South End (Phase 2C) – The PDR has been completed. NCWD, as the CEQA Lead Agency, certified the recirculated MND on August 10, 2017. The project MND/IS was adopted by the CLWA Board of Directors on August 23, 2017. Final design is approximately 90% complete.
10. Recycled Water West Ranch (Phase 2D) – The PDR has been completed. On July 17, 2017, DWR approved repurposing \$1.8 million in Proposition 84 Grant Funding from the Saugus Formation Dry Year Wells project to the Phase 2D Project. The CLWA Board of Directors adopted the MND and MMRP at its July 28, 2017 regular Board meeting. The plans and specifications are being finalized. Project is on hold pending resolution of recycled water permitting and regulatory issues.

**DEVELOPMENT PROJECTS – DESIGN, CONSTRUCTION AND INSPECTION**

<b>Project Developer</b>	<b>Development Size</b>	<b>Infrastructure (Estimated at Build-out)</b>	<b>Schedule</b>	<b>Status</b>
Skyline Ranch Pardee	1220 Dwelling Units	17 miles pipelines, 3 pump stations, and 4 tanks	Complete construction of Phase 1 in Spring 2019 with backbone/in-tract pipelines and 1 pump station. Complete construction of two tanks by April 2020.	Tract 60922-01 – Phase 1 in-tract pipeline is 95% complete. Installation of meters will be done on developer's schedule for buildout. Design for Phase 1 tank is 60% complete. Phase 1 Pump station construction by developer is pending finalization of contracts and SCE service.
Vista Canyon JSB Development	1100 Dwelling Units	5 miles potable and recycled pipelines	Complete construction of Phase 1 in 2018.	Construction of Phase 1 potable and recycled water pipelines is 95% complete. Final design of Phase 2 potable is approved. Developer will construct a portion of the Phase 2 potable first to provide hydrants for construction. Final design of Phase 2 recycled water plans are complete.
Sheriff Station City of Santa Clarita	44,300 Square Feet	1 mile pipeline	Complete pipeline construction by April 10, 2019.	Contract for construction of the main pipeline in Golden Valley was awarded November 2, 2018 and Notice to Proceed issued December 6, 2018. Pre- construction meeting was held on December 19, 2018. Field construction is scheduled to start in early February. Final design of the bore & jack crossing under the LADWP aqueduct is underway.
Avanti Tract (52455) Lennar	92 Dwelling Units	3100 feet of pipeline, 6 fire hydrants and 2 irrigation services	Construction completed.	As-built drawings are being prepared.

Project Developer	Development Size	Infrastructure (Estimated at Build-out)	Schedule	Status
Mission Village Phase 1 Five Point	3138 Dwelling Units	6.9 miles new pipeline, 1 Pressure Reducing Station (Petersen), 2 Booster Stations (Petersen & Magic Mtn.), and 2 Tanks (Petersen & Magic Mtn. No. 2)	Piping, Petersen Booster Station and Pressure Reducing Station and Magic Mtn. No.2 Tank complete construction by October 2019; others by January 2020.	Construction of temporary water main is 95% complete. Piping design 90% complete. Pressure Reducing Station design 10% complete. Magic Mountain Water Tank design is 90% complete.
Landmark Village (Tract 53108) Five Point	1444 Dwelling Units	3.5 miles Piping Pressure Reducing Station, 2MG Zone IA Tank, and 2 Hwy 126 crossings	TBD	Design is 30% complete.
Needham Ranch Trammell Crow Co.	2,550,000 Square Feet Industrial and Commercial	4 miles of pipelines, 1 pump station, 2 tanks, and 2 Pressure Reducing Stations	Construct Phase 1 in 2018 with 1 tank, 1 pump station and pipelines.	Phase 1 tank construction is 70% complete. The inside of the tank is being coated. Pump station is 40% complete. The foundation of the pump station building is complete and the walls are under construction. Pipeline construction is 15% complete.
Castaic High School Rasmussen	250,000 Square Feet	2 miles of pipelines, 1 tank, and 1 pump station	Construct facilities to meet scheduled school opening in Fall 2019.	Pump station is 85% complete. The floor and the roof have been completed. Waiting on electrical wiring to start. Pipeline is 90% complete. Tank is 95% complete. Waiting on SCE to run electrical service to the tank.

**MISCELLANEOUS PROJECTS – DESIGN, CONSTRUCTION AND INSPECTION**

<b>Project / Facility</b>	<b>Scope of Work / Details</b>	<b>Status</b>
College of the Canyons Valencia Campus	Relocation of approximately 1,015 feet of 16” pipeline.	The pipeline has been installed and construction is 99% complete. Waiting for easement and the backfill next to the pipeline to be completed. The pipe is in service.
Skyblue Tanks	SCWD’s Skyblue tanks main electrical service from SCE is not on SCVWA property or easement.	The property and easements have been surveyed. Staff is working with SCE to move the electrical service. Staff is also verifying that the water mains and drains are on SCVWA property/easements.
AT&T cell sites	Upgrades at NWD’s Newhall Tank 2.	Upgrades are 95% complete. Waiting on the coating contractor to start the coating on the antennas to match the tank.
T-Mobile cell sites	Fiber optics upgrades at three water tank locations.	Round Mountain tank is waiting for the cell company to perform survey. Newhall Tank 2 is waiting on design plans. Pinetree Tank 3 is 20% complete.
Verizon cell site	Cell tower at NWD’s Castaic Tank 1A.	Design plans have been completed and legal counsel is preparing contract.
Dig Alerts and Fire Flow Tests		During December 2018, SCVWA Inspection staff completed 22 dig alerts and two fire flow tests.

## PERCHLORATE CONTAMINATION PROGRAM MANAGEMENT

The last monthly Technical Committee meeting was held on January 8, 2018. The Whittaker-Bermite Multi-Jurisdictional Task Force last met on November 7, 2018. The Settlement Agreement among SCVWA (former CLWA and retail purveyors), Whittaker-Bermite (Whittaker) and the insurance carriers is in effect. Reimbursement requests for operational and maintenance (O&M) costs through October 2018 have been submitted.

As a result of the detection of perchlorate at Well V-201, modifications are being made to the Department of Toxic Substances Control (DTSC) Remedial Action Plan (RAP) and the perchlorate project DDW 97-005 Engineering Report. A perchlorate removal facility has been constructed and resumption of Well V-201 service will occur following successful completion of testing and State Water Resources Control Board (SWRCB) Division of Drinking Water (DDW) approval. Until DDW approval is obtained, the perchlorate removal system is operating and the treated water is being discharged to the Santa Clara River.

In late December 2017, perchlorate was detected at Well V-205 just above the maximum contaminant level for drinking water of 6 ppb. A confirmation sample taken in March 2018 indicated a level of 8.1 ppb. The well was previously taken out of service in 2012. Staff is determining the course of action to pursue to return the well to service and potential cost recovery under the terms of the Settlement Agreement.

## WATER QUALITY LABORATORY

A new PerkinElmer Inductively Coupled Plasma (ICP) instrument, used for the analysis of cations and metals, has been purchased and will be installed over the next few weeks. The new ICP will replace the older instrument which is over 20 years old. A replacement Purge and Trap Concentrator, used for the analysis of Volatile Organic Compounds (VOC), has also been purchased and will replace the older unit which is almost 12 years old.

## FACILITY CAPACITY FEES (FCFs) AND CONNECTON FEES

Month	Regional	Distribution	Total
July 2018	\$ 363,105	\$ 40,866	\$ 403,971
August 2018	1,078,265	133,190	1,211,455
September 2018	540,716	58,297	599,013
October 2018	853,900	15,505	869,405
November 2018	218,678	7,753	226,431
December 2018	1,510,315	379,816	1,890,131
<b>FY 2018/19 to Date</b>	<b>\$4,564,979</b>	<b>\$ 635,427</b>	<b>\$5,200,406</b>
<b>FY 2018/19 Budget</b>	<b>\$8,000,000</b>	<b>\$1,000,000</b>	<b>\$9,000,000</b>

MGS





ITEM NO.  
11.2

## BOARD MEMORANDUM

**DATE:** January 22, 2019  
**TO:** Board of Directors  
**FROM:** Eric Campbell *EC*  
Chief Finance and Administrative Officer  
**SUBJECT:** Finance, Administration and Information Technology Section Report

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### FINANCE & ADMINISTRATION

#### Key Accomplishments/Activities:

Financial statements are being prepared for CLWA and SCWD as of December 31, 2017 and have been completed for NCWD. In addition, financial statements are being prepared as of June 30, 2018 for all four divisions of SCV Water. Audits for these periods are in process and are expected to be presented to the Finance and Administration (F&A) Committee in February 2019.

A contract was approved by the Board of Directors on January 7, 2019 with AAC Consulting to begin work on a needs assessment for the new financial accounting software that will be used Agency-wide. The needs assessment is expected to take 6-8 months.

The resolution authorizing the issuance of revenue bonds will be presented at the February 5, 2019 regular Board meeting. The bond issuance covers capital project funding for the next three years. The expected bond issuance date is May 2019.

A draft request for proposal for the selection of a ratepayer advocate was reviewed by the F&A Committee on January 14, 2019.

#### Significant Upcoming Items:

SCV Water's Policies, Rules and Regulations binder is being created by the Administration staff. This binder will be made available to all staff and will hold all of the Agency's policies.

Staff is working with the Department of Motor Vehicles (DMV) on the title changes for the entire fleet of 115 on-road vehicles to reflect SCV Water as the new registered owner. As of October 2018, NWD vehicles are being smog-checked. Title change forms will be submitted to the Department of Motor Vehicles this month. VWD will be completed after the completion of the NWD vehicles.

## **CUSTOMER SERVICE**

### **Key Accomplishments/Activities:**

Cross-training between Meter Read Management staff for NWD and VWD continues.

Staff continues its efforts to outsource NWD's retail e-bill presentment to its current paper bill printer. At cut-over, this process will be aligned with that of SCWD.

In accordance with their last approved general rate cases, SCWD and VWD successfully implemented new rates on January 1, 2019. Both divisions are currently in proration, meaning charges incurred in a billing period which overlaps the effective date of January 1, 2019 will be assessed at the new rates.

In coordination with Operations, staff implemented new On-Call protocol with the answering service for all divisions. The new protocol streamlines the process for all divisions and provides staff and the answering service a single point-of-contact for escalation.

All January 2019 customer bills included messaging regarding DWR/MWD's annual maintenance of Castaic Lake and request to stop outdoor irrigation for the period of February 2-9, 2019. Customer Service Representatives have been provided Talking Points. Additional outreach efforts include automated robo-calls for all customers.

### **Significant Upcoming Items:**

Staff is working with SCWD's existing third-party payment processor to add new functionality to its customer portal. At cut-over, customers will have the option to store bank account and credit card information on the third-party payment processor's secure, PCI-compliant website enabling recurring payments. This lack of functionality has been a pain-point for SCWD customers and once implemented, will be consistent with functionality currently available on the NWD and VWD customer portals. Staff anticipates increased customer participation in its electronic payment options and an improved customer experience.

Staff has begun development of a uniform Customer Service Policy for all SCV Water customers.

## **HUMAN RESOURCES**

### **Key Accomplishments/Activities:**

Staff identified a new vendor for a Human Capital Management (HCM) System and locked in pricing for a three-year non-binding Agreement for the Payroll and Basic HR modules of the Paychex FLEX platform. Human Resources staff will meet with Paychex in February 2019 to determine if the advanced Human Resources features will be suitable to meet Agency needs.

Staff is currently recruiting for the positions of Accounting Technician I (2 positions), Senior Management Analyst and Utility Worker I/II (3 positions).

Staff met with management and legal counsel on December 18, 2018 to discuss Recruitment practices and review current policy. Staff drafted documents on internal recruitment practices,

job bulletin postings and recruitment tips to enhance current policy and to improve and promote fair hiring practices. The documents were shared with all of the employees.

Staff is continuing the process of transitioning all Benefit-eligible employees and Directors enrolled in a health plan from the previous Castaic Lake Water Agency and ACWA/JPIA health contracts to the new Santa Clarita Valley Water Agency health contract for an effective date of February 1, 2019. Staff will need to enroll all eligible employees and Directors into the CalPERS system to ensure the effective date.

Staff invited a CalPERS health plan representative and conducted a health enrollment meeting for Newhall Legacy employees and Directors on December 14, 2018 to assist this group with their new health benefits.

Staff is continuing the process of establishing a Health Reimbursement Arrangement (HRA) for the Agency's retirees' health plan contributions. Staff is working with the selected vendor and legal counsel to set up the plan documents and provide important data on retirees. Staff is in the process of informing retirees about the health plan reimbursements.

Staff completed the annual New Year Benefit Plan Updates in the payroll system for the first paycheck of 2019. Items updated included:

- 2019 Car Allowances
- 2019 Cash In Lieu Rates
- 2019 WageWorks Healthcare and Dependent Care FSA Enrollments
- 2019 PERS Health Plan Open Enrollment Changes
- 2019 PERS Health Plan Rates

**Significant Upcoming Items:**

Staff will comply with the ACA reporting deadlines to furnish employees with the 1095-C form and to file an e-file reporting forms to the IRS.

Staff will prepare an RFP for next fiscal year's comprehensive classification study.

Staff will compile the different divisions' DMV Employee Pull Notice program into one account.

**RISK MANAGEMENT**

**Key Accomplishments/Activities:**

Staff reviewed and approved six (6) insurance certificate requirement renewals on Agency contracts to ensure compliance with suggested insurance limits from ACWA/JPIA.

**Significant Upcoming Items:**

Staff plans to create new binders and files to transition all risk management insurance records from the different entities to SCV Water.

## **INFORMATION TECHNOLOGY SERVICES**

### **Key Accomplishments/Activities:**

Deployed beta-test mobile device management software (MDM) and currently evaluating performance.

The IT support services contract has been awarded to X-act Technology Solutions, Inc. X-act has been brought on board and is now aiding the IT team to support the entire Agency.

Office locations WiFi have been evaluated and modifications are being budgeted for upcoming fiscal year.

### **Significant Upcoming Items**

Post Domain/Network Consolidation the IT staff is working to deploy network policies and network cleanup across the new domain.

IT staff continues to work with various departments to relocate respective teams to other offices as they consolidate locations.

GIS staff continues to work with a consultant to update and convert the customer water allocation database and application at VWD.

GIS staff continues to work on consolidating the various GIS databases for NWD, SCWD, VWD and Regional.

GIS staff is working with Operations to capture survey grade data of facilities such as wells, tanks, boosters, and other assets.

Technology team has started developing a beta-test intranet site. The plan was to scale up the existing VWD SharePoint to serve the entire Agency.

Annual workstation replacements have been received. IT staff to configure and deploy across the Agency.

Developing online training guides for the iManage document management system (DMS).

EC





## BOARD MEMORANDUM

**DATE:** January 22, 2019

**TO:** Board of Directors

**FROM:** Keith Abercrombie   
Chief Operating Officer

**SUBJECT:** Treatment, Distribution, Operations and Maintenance Section Report

The Treatment, Distribution, Operations and Maintenance Section (TDOMS) provides reliable and high quality water through rigorous preventative maintenance programs and timely response to corrective action maintenance. Routine inspections and maintenance of each facility is part of the overarching goal of TDOMS. Below is a discussion on these activities for the month of December 2018.

### TREATMENT OPERATIONS AND MAINTENANCE

Monthly corrective and preventative maintenance work orders were completed at the following locations:

- Rio Vista Water Treatment Plant (RVWTP)
- Rio Vista Intake Pump Station (RVIPS)
- Earl Schmidt Filtration Plant (ESFP)
- Earl Schmidt Intake Pump Station (ESIPS)
- Saugus Perchlorate Treatment Facility (SPTF)
- Castaic and Pitchess Pipelines
- Recycled Water Pump Station
- Rio Vista Valve Vault No. 1
- Saugus Well 1
- Sand Canyon Reservoir
- Sand Canyon Pump Station (SCPS)

### Preventative and Corrective Maintenance Work Order Summary

Work Orders	December 2018	FYTD 2018/19
Corrective Maintenance	8	91
Preventative Maintenance	85	513
<b>Key Action Items Completed:</b>		
<ul style="list-style-type: none"> <li>- ESFP – Insertion flow meter replacement. Wash Water return piping modifications completed</li> <li>- ESFP and RVWTP – Replaced regulatory pressure relief devices</li> <li>- ESIPS – Vault and pipeline project complete and ESFP back to full capacity</li> </ul>		

## Work in Progress - Treatment

- Distribution System – Valve exercising and repairs underway
- RV-3 motorized actuator and gear box replacement
- ESFP – Ozone Generator cleaning and repairs underway
- RVWTP – Ferric Chloride and Sodium Hydroxide chemical system replacement and upgrade underway
- ESFP – Rapid mix pump No. 1 removed for repairs
- ESFP – Water separators being replaced on Filter Backwash pneumatic control system
- RVWTP – Filters No. 10 and No. 11 Filter Effluent valves out of service for repairs
- Calibration of flow meters on Sand Canyon Pipeline turnouts
- Coordination for DWR/MWD shutdown in February 2019
- Sodium Hydroxide replacement tank on order
- SCPS discharge valves rehabilitation underway
- Recycled Water Pump Station – Install Cla-Val on discharge piping of Pump No. 1
- SPTF – Install new 5500sc chloramine analyzer
- Sand Canyon Reservoir – Inspect west side interior

## Completed Work

- Motor efficiency testing at RVWTP, Saugus Well No. 2, SCPS, and SPTF
- Chloramine Analyzer supply line at Sand Canyon Reservoir replaced
- Tracer study for new chlorine contactor at ESFP
- ESFP – Rapid mix pump No. 3 re-installed after repairs
- ESFP – Water and air leak repaired in Sludge vault No. 1
- ESFP – Plant water line leak repaired in the tunnel below the polymer room

## Buildings and Grounds

An integral part of the TDOMS is maintaining the aesthetic quality, functionality and safety of the various office facilities and grounds. Staff works on projects based on the needs of the various Divisions.

Monthly corrective and preventative maintenance work orders were completed at the following locations:

- SCV Water General Office Building
- Santa Clarita Water Division and Water Resources Section Buildings
- Visitor and Maintenance gates of SCV Water
- Newhall Water Division General Office Building

### Preventative and Corrective Maintenance Work Order Summary

Work Orders	December 2018	FYTD 2018/19
Corrective Maintenance	39	342

## Work in Progress

- Gate access for approved personnel – Moving forward with work – In the process of scheduling for next month
- Agency signage on buildings and properties – All but 2 signs have been completed
- Working with Agency personnel setting new work spaces – Ongoing
- Working with Contractor to consolidate key fob access security system at all SCV Water locations and approved proposal to move forward – Ongoing

- Getting quotes for carpet project in the RVWTP Administration Building – Received a quote from a local contractor – Waiting on another bid from a pre-approved contractor
- Upgrade irrigation controls at the RVWTP for increased conservation and improved monitoring – Several parts have come in and will be installed starting mid-January 2019

**Completed Work**

- Upgraded light fixtures in the Maintenance Parking lot to LED bulbs at the RVWTP
- Installed programmable lighting controls at VWD to help them run more efficiently
- Upgraded patio cover lights to LED fixtures and assisted the Electricians with repairs
- Replaced VWD soffit lights with 22 bulbs and 3 wall lights

**DISTRIBUTION OPERATIONS AND MAINTENANCE**

General operational and maintenance activities within each distribution division include:

- Valve exercising
- Fire hydrant maintenance
- Air and vacuum valve maintenance
- Blow off maintenance
- Meter reading
- Meter change-outs
- Control valve maintenance

In addition to routine operational and maintenance activities, there are a variety of other projects.

**Meter Change-out Summary  
NWD**

Meter Size	December 2018	Quantity FYTD 2018/19
3/4"	43	239
1"	0	26
1 1/2"	1	7
2"	2	20
>2"	0	1

**SCWD**

Meter Size	December 2018	Quantity FYTD 2018/19
3/4"	398	1802
1"	9	164
1 1/2"	0	30
2"	0	20
>2"	0	4

**VWD**

Meter Size	December 2018	Quantity FYTD 2018/19
3/4"	111	490
1"	1	30
1 1/2"	0	0
2"	0	3
>2"	0	1

## Distribution System Leak Summary

### NWD – Approx. 9,679 Service Connections

Leak Type	December 2018	FYTD 2018/19
Service Leaks	8	20
Main Leaks	1	7

### SCWD – Approx. 31,218 Service Connections

Leak Type	December 2018	FYTD 2018/19
Service Leaks	5	37
Main Leaks	2	9

### VWD – Approx. 29,974 Service Connections

Leak Type	December 2018	FYTD 2018/19
Service Leaks	7	65
Main Leaks	1	6

## Capital Improvement Projects FY 2018/19

### Work in Progress – NWD

- Castaic High School – New Zone 3 Tank final coating inspection, New Zone 3 Booster Station under construction, Sloan Canyon piping under construction
- Alternative Pine St Pipeline Alignment – Pipeline plans under review
- Ebelden Ave – Pipeline replacement work being scheduled

### Work in Progress – SCWD

- AMI Infrastructure installed, programming and customer service integration underway
- Placerita PRV Station – Rehabilitation project underway

### Work in Progress – VWD

- 10” meters at Six Flags Magic Mountain (complete) and COC being scheduled for change out

## PRODUCTION OPERATIONS AND MAINTENANCE

In addition to the general operation and maintenance of the production facilities, there are a variety of other projects within the Production Department.

## Capital Improvement Projects FY 2018/19

### Work in Progress – NWD

- Pinetree N2 – Installation of soft start equipment
- SCADA backbone radio upgrade underway

### Completed Work

- Newhall Well 12 back in service – Motor Control Center/Switch Gear
- Castaic Well 7 Rehabilitation

### Work in Progress – SCWD

- SC-12 – Mechanical construction complete – Facility construction underway
- Seismic Valves Installation
- Pump Drive Replacement Program underway
- Via Princessa – Replacement of head shaft – Pumps being reinstalled
- Lost Canyon 2 – Pump to control valve installation for pump to waste
- Well Mag Meter Retrofit – Five sites completed, three remaining



**Completed Work**

- Live Oak Booster – 2 new pumps installed

**Work in Progress – VWD**

- Well E17 – Facility construction underway
- Well 201 – Estimates received for soundproof enclosure structure – pending cut sheets and review
- Carnegie Booster Station – Pump and motor replacement underway, Pumps/Motors 18 & 19 and SMC
- Cal Arts Booster Station – Pump and motor replacement

**Completed Work**

- Well 159 – Motor

Water production summary by Division and Source is provided in the table below.

**SCV Water Production Summary (Acre-Feet)**

<b>Division</b>	Groundwater Dec 2018 (AF)	Imported Water Dec 2018 (AF)	Total Production Dec 2018 (AF)	Groundwater FYTD 2018/19 (AF)	Imported Water FYTD 2018/19 (AF)	Total Production FYTD 2018/19 (AF)	Recycled Water Production FYTD 2018/19 (AF)
NWD	336	137	473	1,506	3,587	5,093	NA
SCWD	311	1,065	1,376	2,704	12,115	14,819	NA
VWD	1,043	459	1,502	8,325	8,534	16,858	172
<b>SCV Water Totals</b>	<b>1,691</b>	<b>1,661</b>	<b>3,352</b>	<b>12,534</b>	<b>24,236</b>	<b>36,770</b>	<b>172</b>
<b>Percent</b>	<b>50%</b>	<b>50%</b>		<b>34%</b>	<b>66%</b>		

**SCV Water Regional Raw Water and Wholesale Summary (Acre-Feet)**

<b>Source</b>	December 2018 (AF)	FYTD 2018/19 (AF)
Wholesale (LA36)	0.0	2.47
Raw Water (RVWTP)	0.0	15,350
Raw Water (ESTP)	1,736	9,411
Wells (Saugus 1 & 2)	286	1,722

## WATER QUALITY

### Water Quality Complaints

#### NWD

Type of Complaint	December 2018	# of Complaints FYTD 2018/19
Hardness	0	0
Odor	0	0
Taste	0	2
Color	0	0
Air	0	0
Suspended Solids	0	0
<b>Totals</b>	<b>0</b>	<b>2</b>

#### SCWD

Type of Complaint	December 2018	# of Complaints FYTD 2018/19
Hardness	0	0
Odor	0	0
Taste	0	1
Color	0	0
Air	0	0
Suspended Solids	0	0
<b>Totals</b>	<b>0</b>	<b>1</b>

#### VWD

Type of Complaint	December 2018	# of Complaints FYTD 2018/19
Hardness	0	0
Odor	2	6
Taste	0	0
Color	0	2
Air	0	0
Suspended Solids	0	1
<b>Totals</b>	<b>2</b>	<b>9</b>

### Heterotrophic Plate Count Samples

#### NWD

Total # of HPCs Collected December 2018	# of HPCs Collected FYTD 2018/19
3	5

#### SCWD

Total # of HPCs Collected December 2018	# of HPCs Collected FYTD 2018/19
7	49

#### VWD

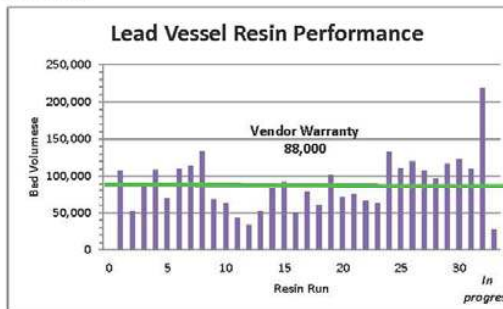
Total # of HPCs Collected December 2018	# of HPCs Collected FYTD 2018/19
11	20

**Saugus Perchlorate Treatment Facility  
Resin Usage Summary  
Based on Time to Breakthrough**

Resin Run Number	Fill Date	Breakthrough Date*	Days	Volume Treated (Million Gallons)	Volume Treated (Acre-Feet)	Bed Volumes Treated	Replacement Costs	\$/BV	\$/AF	Combined (Lead and Lead)		
										MG	AF	BVs
0												
1	5/3/10	8/25/10	115	253	776	107,310	*	*	*			
2	9/8/10	11/8/10	62	120	368	52,289	\$ 105,728	\$ 2.02	\$ 287	373	1,144	159,599
3	12/10/10	3/26/11	107	239	735	90,841	\$ 115,458	\$ 1.27	\$ 157	359	1,103	143,130
4	5/5/11	8/9/11	97	288	883	108,745	\$ 112,255	\$ 1.03	\$ 127	527	1,618	199,586
5	8/17/11	10/14/11	59	180	554	68,941	\$ 112,255	\$ 1.63	\$ 203	468	1,437	177,686
6	11/6/11	4/10/12	157	288	883	109,850	\$ 112,048	\$ 1.02	\$ 127	468	1,437	178,790
7	4/20/12	7/16/12	88	280	860	113,905	\$ 112,048	\$ 0.98	\$ 130	568	1,743	223,754
8	7/11/12	11/5/12	118	349	1,070	133,044	\$ 112,048	\$ 0.84	\$ 105	629	1,930	246,949
9	11/16/12	1/10/13	56	177	544	67,744	\$ 112,258	\$ 1.68	\$ 206	526	1,614	200,788
10	1/10/13	3/10/13	60	165	505	62,836	\$ 43,567	\$ 0.69	\$ 86	342	1,049	130,579
11	3/19/13	5/4/13	47	112	344	42,769	\$ 118,213	\$ 2.76	\$ 344	276	849	105,605
12	5/8/13	6/15/13	39	95	293	33,577	\$ 141,989	\$ 4.23	\$ 485	207	637	76,346
13	6/10/13	8/20/13	72	179	551	52,099	\$ 118,212	\$ 2.27	\$ 215	275	844	85,676
14	9/12/13	11/30/13	80	217	667	83,031	\$ 118,212	\$ 1.42	\$ 177	397	1,218	135,130
15	11/21/13	2/9/14	81	246	755	92,790	\$ 118,212	\$ 1.27	\$ 157	463	1,422	175,821
16	2/24/14	3/31/14	36	128	393	48,854	\$ 105,494	\$ 2.16	\$ 269	374	1,148	141,644
17	4/28/14	8/8/14	103	205	629	78,423	\$ 105,494	\$ 1.35	\$ 168	333	1,022	127,277
18	8/21/14	12/3/14	105	158	485	60,237	\$ 105,494	\$ 1.75	\$ 218	363	1,114	138,660
19	12/4/14	3/16/15	103	266	816	101,458	\$ 105,494	\$ 1.04	\$ 129	424	1,301	161,695
20	3/17/15	5/28/15	73	184	565	70,380	\$ 105,494	\$ 1.50	\$ 187	450	1,381	171,838
21	5/29/15	8/3/15	67	195	598	74,610	\$ 105,494	\$ 1.41	\$ 176	379	1,163	144,990
22	8/4/15	10/15/15	73	171	525	65,484	\$ 105,494	\$ 1.61	\$ 201	366	1,123	140,094
23	10/16/15	12/8/15	54	165	506	62,988	\$ 105,494	\$ 1.67	\$ 208	336	1,031	128,472
24	12/9/15	3/31/16	114	346	1,062	131,983	\$ 105,494	\$ 0.80	\$ 99	511	1,568	194,971
25	4/1/16	7/7/16	98	291	893	111,167	\$ 105,494	\$ 0.95	\$ 118	637	1,955	243,150
26	7/8/16	10/17/16	102	314	964	119,919	\$ 105,494	\$ 0.88	\$ 109	605	1,857	231,086
27	10/21/16	1/25/17	97	283	869	107,984	\$ 105,494	\$ 0.98	\$ 121	597	1,832	227,903
28	1/26/17	4/18/17	83	252	773	96,192	\$ 105,494	\$ 1.10	\$ 136	535	1,642	204,176
29	4/25/17	8/5/17	103	306	939	116,938	\$ 105,494	\$ 0.90	\$ 112	558	1,713	213,130
30	8/11/17	1/3/18	146	322	988	122,845	\$ 105,494	\$ 0.86	\$ 107	628	1,927	239,783
31	1/16/18	6/9/18	145	289	887	109,395	\$ 105,494	\$ 0.96	\$ 119	611	1,875	232,240
32	6/18/18	12/24/18	190	574	1,762	219,207	\$ 105,494	\$ 0.48	\$ 60	863	2,649	328,602
33	12/13/18	1/5/19	24	72	221	27,384		\$ -	\$ -	646	1,983	246,591
<b>Total</b>			2,954	7,710	23,663	2,945,217	\$3,345,901	NA	NA	15,095	46,329	5,755,740
<b>Average</b>			92	239	733	91,182	\$107,932	\$ 1.29	\$ 147.62	452	1,386	172,161

+ Breakthrough defined as Lead Vessel effluent reaching 6 µg/L  
\* Initial resin delivery was included in construction contract

Runs 1-2 had 315 cubic feet of resin  
Runs 3-11 had 350 cubic feet of resin + 180 cubic feet of anthracite  
Run 12 has 434 cubic feet of resin + 180 cubic feet of anthracite  
Runs 13-present had 350 cubic feet of resin + 180 cubic feet of anthracite





## **Safety/Emergency/Risk Management**

A safe and healthful work environment is a critical component to the mission and values of SCV Water. Throughout the reporting month, a number of routine safety related training, inspections, and various other items were completed. The Safety Department continues to integrate health and safety programs for SCV Water. Some of the items completed and currently in progress are as follows:

### **Work in Progress**

- New combined Safety Data Sheet (SDS) Program
- A three-tiered safety incentive program
- The Safety Department is working on creating a combined SCV Water Health and Safety Manual by using the components and information from each Division

### **Completed Work**

#### Inspections

- Cal-OSHA conducted an audit of the Chlorine Building at RVWTP. Closing conference complete. Agency appealing three citations
- Los Angeles County Fire Department (Certified Unified Program Agencies – CUPA) was onsite to conduct an inspection

#### Monthly Inspections

- Underground storage tank (UST) designated operator
- Aboveground storage tank (AST) inspection
- Fire extinguishers
- Emergency eye-wash/shower stations
- Self-Contained Breathing Apparatus (SCBA) units
- Automated External Defibrillator (AED) units

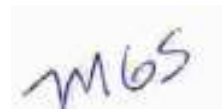
There were no recordable injuries in December 2018.

#### Safety Training

- Two ergonomic assessments were conducted in December 2018
- One new hire safety orientation was conducted in December 2018
- Tailgate meetings took place at each Division in December 2018
- Two Ammonia safety training sessions were held in December 2018

#### Safety Committee

- The Safety Committee formed a focus group on Fall Protection with the goal to create uniform safety practices for all Divisions where fall hazards are present



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# BOARD MEMORANDUM

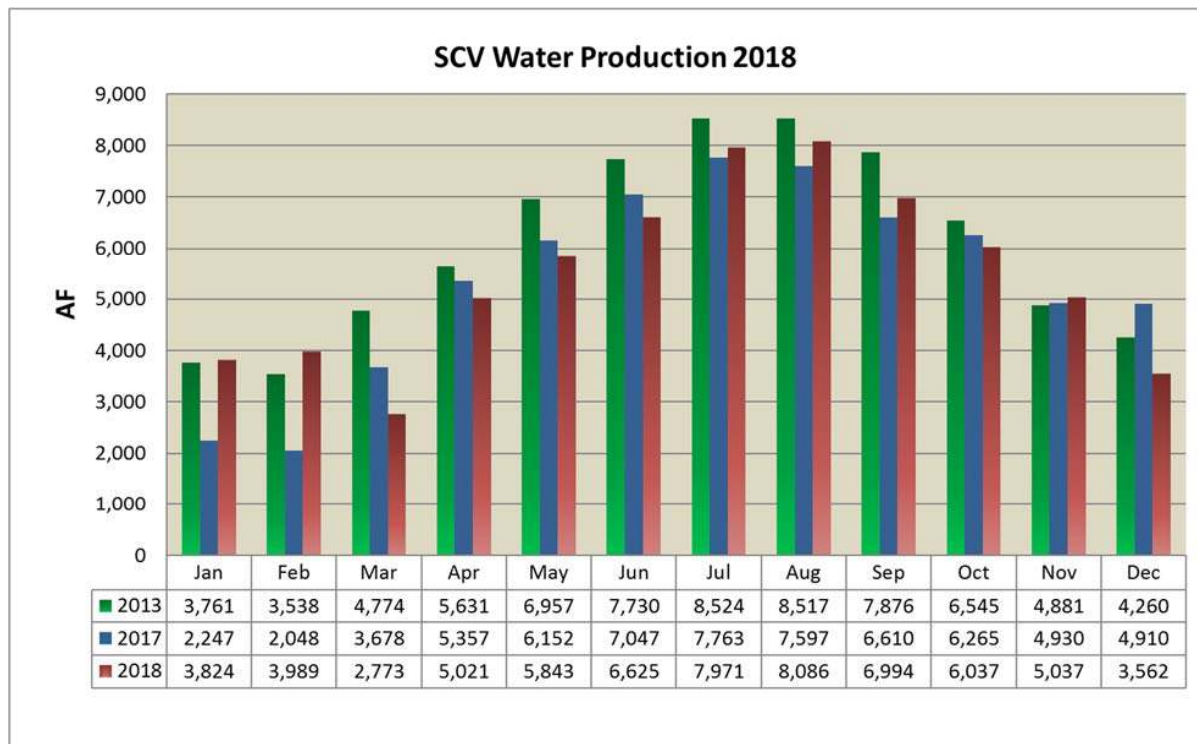
**DATE:** January 22, 2019  
**TO:** Board of Directors  
**FROM:** Steve Cole *SC*  
 Assistant General Manager  
**SUBJECT:** Water Resources and Outreach Section Report

## WATER RESOURCES

### Key Accomplishments/Activities

#### Water Demand and Supply

Staff continues to monitor ongoing domestic water demands. As illustrated in the chart below, 2018 demands were approaching 2013 pre-drought levels during the early months of 2018. Water demands in the spring months had moderated, but exceeded 2017 levels in July, August and September of 2018. October 2018 demands broke that trend, dipping below 2017 levels. November 2018 had a slight rebound back above 2013 pre-drought levels, but December 2018 demands dropped back down reflecting precipitation events. End of year 2018 demands were approximately 8,200 AF or 11% less than 2013.



The trend of demand rebound is further illustrated by the following table:

Year	Annual Retail Water Demand
2013	73,460
2014	68,178
2015	54,491
2016	57,966
2017	63,555
2018	65,231

As shown in the table below, from January 2018 through December 2018, SCV Water took delivery of an estimated 42,868 AF of imported water into SCV Water's service area:

Imported Water Supply Source	AF Water Delivered
SWP Table A	12,444
SWP Carryover	24,424
Carryover Credit	
Buena Vista/Rosedale-Rio Bravo	6,000
West Kern Water District Exchange	
Rosedale-Rio Bravo Banking	
Semitropic WSD Banking	
Yuba Accord Water	
Castaic Lake Terminal Reservoir Storage (Take)	
Castaic Lake Terminal Reservoir Storage (Backfilled)	
<b>Total Imported Water Delivered into Service Area</b>	<b>42,868</b>
<b>Total Recycled Water Delivered into Service Area</b>	<b>352</b>

Note: The balance of retail water demands were met with local groundwater resources. The table above does not include 62 AF of SWP Table A water sold to Devil's Den in May 2018 or 5,000 AF of BV-RRB water sold to the Kern Westside Contractors in 2018.

SCV Water participates in water banking and exchange programs to provide water supplies during dry periods when State Water Project (SWP) supplies are reduced and to store water when supplies exceed demand. The table on the next page shows beginning of the year storage, 2018 puts and takes, and end of year storage.



Program	Storage (AF) as of December 2017	Estimated 2018 Net Put/ (Extraction)	2018 End of Year Storage (AF)
Rosedale Rio-Bravo (RRB)	100,000	0	100,000
Semitropic Water Storage District (SWSD)	40,770	0	40,770
RRB 2:1 Exchange	9,440	0	9,440
West Kern Water District 2:1 Exchange	500	0	500
Central Coast Water Authority	750	0	750
Flexible Storage	6,060	0	6,060
Carryover (Article 56)	42,700	(4,700) <sup>(1)</sup>	38,000
<b>Total:</b>	<b>200,220</b>		<b>195,520</b>

Note: (1) Estimated net carryover depends on actual service area demand and available storage space in San Luis Reservoir.

On November 30, 2018, DWR issued the initial 2019 SWP allocation at 10% of Table A amount. The initial allocation is based on a conservative assumption and there is a 90% probability that the final allocation will be 10% or larger. Staff will continue to monitor imported water demand and hydrologic conditions.

### Imported Water Supplies Planning and Administration

- Staff is participating in SWC workshops and meetings relating to the California WaterFix and ongoing administration of the State Water Project. On November 20, 2018, the Board authorized SCV Water's execution of the Delta Conveyance Finance Authority Joint Powers Agreement and appointed General Manager Matthew G. Stone to serve on the Board of Directors of the Finance JPA. Staff plans to seek authorization to participate in the design and construction JPA.
- Staff continues to participate in the Sites Reservoir development efforts. Participants have been asked to commit to the Phase 2 (design and permitting costs) by the end of February 2019. The 2019 work plan will focus on analysis and negotiation of regulatory conditions in order to better estimate the project's anticipated yield. SCV Water's continued participation will be considered at the February 5, 2019 Board Meeting.
- Staff is monitoring construction activities for the Rosedale Rio-Bravo Water Storage District Banking Extraction Facilities. The current schedule indicates operation and testing of wells in January 2019 with full project operation in spring 2019.

### Watershed

Staff has engaged with other representatives within our funding area to provide comments to DWR's 2018 Integrated Regional Water Management (IRWM) Grant Program Guidelines and Proposal Solicitation Package (PSP). The comment letter was submitted to DWR on December 14, 2018.

DWR has proposed a number of substantive revisions (over their past approaches with grants) regarding the Prop 1 IRWM grant application process. These include requirement of a pre-application workshop

with DWR and representatives from our funding area. The workshop will provide an opportunity for DWR to consider proposed projects and provide helpful feedback.

With the new Prop 1 IRWM grant, an opportunity for funding area representatives (Greater Los Angeles County, Watersheds Coalition of Ventura County (WCVC), and Upper Santa Clara River IRWM (USCR IRWM)) to consider pre-allocating maximum grant shares for each region was explored; however, a mutual agreement was not reached. Regions will apply for grants as they traditionally have, with the understanding regions are competing for funding from a single pool of money.

Staff, in its role as an USCR IRWM Disadvantaged Community Involvement Program Task Force member, is working with the City of Santa Clarita, Greater Los Angeles County, and the WCVC to review communication tools/messages developed by a consultant designed to reach out to disadvantaged communities.

Staff has initiated discussions with other agencies which would support SCV Water playing a greater role in the stewardship of the Santa Clara River and its Watershed (River System) with the objectives of:

- 1) Ensuring the sustainability and reliability of the Santa Clarita Valley's water resources as they relate to the River System; and
- 2) Preserving and enhancing the environmental, aesthetic and recreational values of the River System.

On October 2, 2018, the Board Authorized the General Manager to Execute a Memorandum of Understanding with United Water Conservation District (UWCD) to facilitate cooperative watershed planning. Staff has scheduled monthly meetings to discuss partnership opportunities. Additionally, on November 16, 2018, SCV Water staff participated in a meeting with Ventura County's Invasive Weed Task Force to discuss a joint project to facilitate Arundo and Tamarisk removal in the upper and lower watersheds. SCV Water is evaluating an option to pursue Proposition 1 IRWM funding for development of a revised map showing invasive weeds and has begun discussions with a representative of the Santa Clara River Conservancy to review options for more consistent funding for invasive weed removal. Staff has initiated discussions with UWCD regarding coordinating future delivery of SWP water to recharge groundwater in the Upper Santa Clara River and Piru groundwater basins.

### **Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)**

On January 7, 2019, the SCV-GSA Board met, below are some of the highlights:

- 1) Staff provided an Overview of Public Outreach.
- 2) The Board approved the Fiscal Year 2018-19 Budget.
- 3) The Board approved Consultant selections for Professional Engineering/Hydrogeology Services and Stakeholder Communication and Engagement Services.

The 2017 Proposition 1 Sustainable Groundwater Planning Grant was executed by SCV Water and DWR on November 13, 2018 and December 5, 2018, respectively.

Staff completed development of and launched a standalone website ([www.scvgsa.org](http://www.scvgsa.org)) for the SCV-GSA on November 5, 2018. A link to the new SCV-GSA website is available on the SCV Water website.

## **Annexations**

Consistent with the Tesoro Annexation Agreement, staff has initiated preparation of a draft LAFCO annexation application. Staff will seek Board approval prior to submitting any application.

SCV Water's Board of Directors received a letter on January 16, 2019 from the Tapia Ranch property owner requesting modification of payment terms under the existing Deposit and Funding Agreement.

## **LEGISLATIVE/GOVERNMENT AFFAIRS**

- An agency briefing for Congressperson Katie Hill is tentatively scheduled for February 19, 2019.
- Preliminary planning for the Legislative Briefing for staff of all area elected officials is underway, with plans to incorporate a tour of some facilities.

## **UPCOMING SPONSORSHIPS**

- VIA Leadership Program: January-June, 2019; with Kathie Martin and Rochelle Patterson participating
- Urban Water Institute Spring Conference: February 27-March 1, 2019
- KHTS Sacramento Road Trip: March 18-19, 2019
- CA Water Policy Conference: April 4-5, 2019

## **OUTREACH**

### **Key Accomplishments/Activities**

- Updated the popular "30 Hottest Plants for SCV" pamphlet.
- "The First Year in a New Era of Water" publication is in development. It will include a new, colorful graphic depicting where our water comes from, as well as "Faces of Water," featuring ten agency employees. Concurrently, we are creating a new agency video overview (2 minutes), which will have snippets of interviews with the ten employees. We will also end up with ten 30-second videos with these employees that can be repurposed for social media and other outreach and marketing needs.
- First Year "Report Card" is also in development, in a format similar to the First 100 Days.
- A survey instrument is in development with The Redhill Group, to measure agency awareness, general customer satisfaction, conservation knowledge, etc. It is expected to be fielded in early February 2019.

## Social/Digital Media

Staff continues to share water news, conservation tips, featured plants and job openings on our social media and e-news channels.

Outlet	Description	Notable Activity	Audience
Facebook	Social media		335 likes 355 follows
Instagram			879
Twitter		@SCV_water + @NCWD	1,792
Website	yourSCVwater.org	Total users in November 2018. Decrease of 6.17% from previous month	40,775
Water Currents	Customer e-newsletter	January 2019: 34% open rate (23.6% industry standard)	20,256
Garden Classes	E-news blast	Jan: 22% open; 4% click through	20,190

## Public Education

### 2018

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calendar Year 2018
<b>Education</b>													
Students	755	1,506	1,683	1,120	1,926	556	272	192	606	1,051	754	772	11,193
Teachers	56	106	101	64	57	27	0	n/a	52	84	74	58	679
<b>Garden Classes</b>													
Evening	15	25	85	10	33	18	44	25	65	16	25	17	378
Saturday	18	15	50	36	28	28	17	23	32	28	27	22	324

\* Data not yet available

### 2019

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calendar Year To Date
<b>Education</b>													
Students	*												
Teachers	*												
<b>Garden Classes</b>													
Evening	35												35
Saturday	60												60

\* Data not yet available

- As part of our ad buy and partnerships, *The Signal*, *SCVTV* and *KHTS* continue to share garden classes and other content on social media and in email blasts.

## Significant Upcoming Items

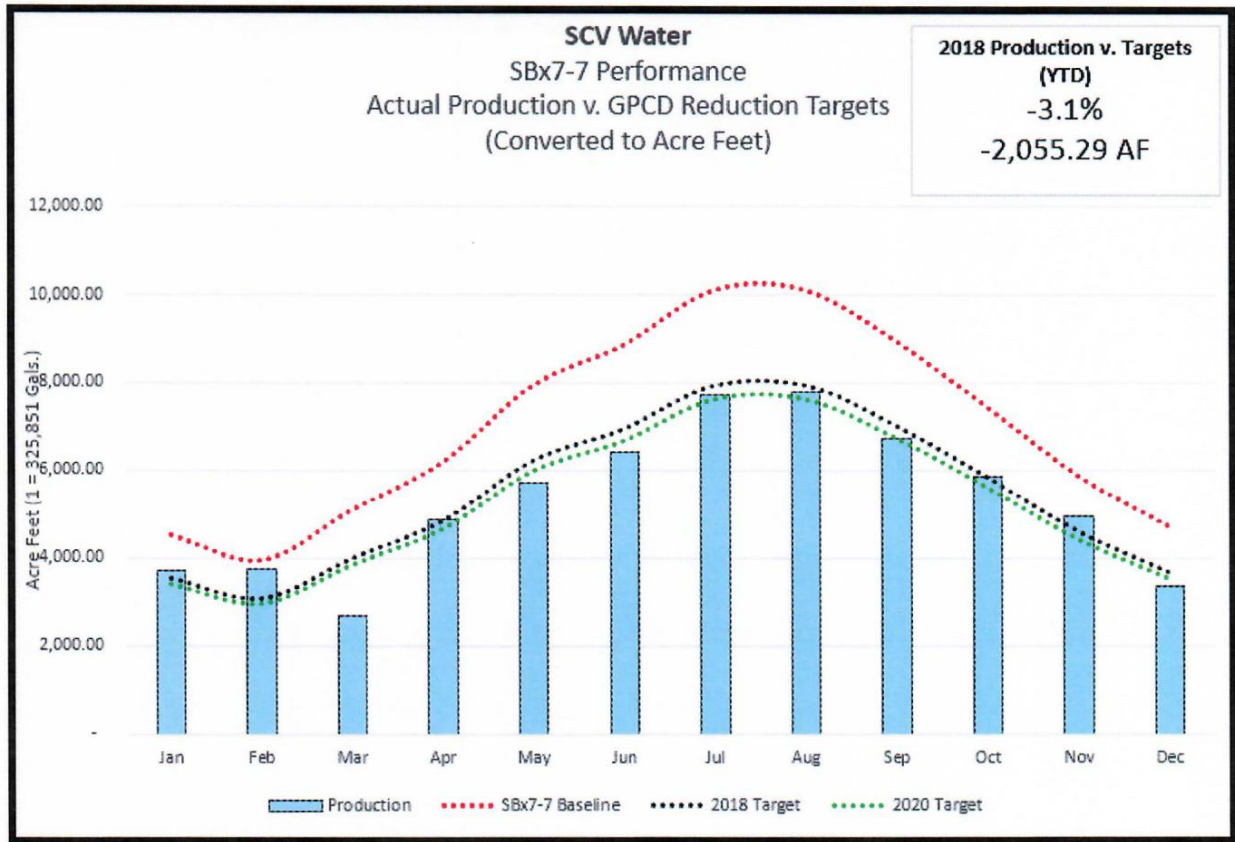
- Implementing the communications plan for the annual shutdown at Castaic Lake for facility maintenance, scheduled February 2-9, 2019.

- Distributing a joint notice (with MWD) to Bridgeport area residents to let them know of round-the-clock work on the Foothill Feeder connection.
- Preparing social media policy and plan.
- Preparing media response policy and planning for media training for Directors and select staff.
- Updating *Water Currents* eNewsletter template.
- Executing the water bottle refill station pilot program.

## CONSERVATION

### Key Accomplishments/Activities

#### Monthly Conservation Performance compared to SCV Water’s SBx7-7 20% Reduction in GPCD by 2020



Conservation developed the SBx7-7 Performance chart (above) to provide an overview of the Agency’s water use efficiency efforts relative to its 2020 goals. On the SBx7-7 Chart, the red dotted line notes expected water production using 2018’s population and the baseline consumption of 272 GPCD. The black dotted line notes our production targets for 2018, the green dotted line notes our 2020 target, and

the bars depict actual monthly production. For December 2018, SCV Water customers decreased water consumption compared to SBx7-7 target for the month by 317.58 acre-feet. Year-to-date conservation is ~2,055.29 acre-feet. SCV Water was on target for its SBx7-7 goals for 2018 (black dotted line).

**Monthly Conservation Performance reported to the State Water Resources Control Board (SWRCB)**

Division	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
Newhall	-3.5%	+7.0%	-46.5%	-18.0%	-20.2%	-16.8%	-9.4%	-10.3%	-16.2%	-13.3%	-2.5%	-24.6%	-14.8%
Santa Clarita	+2.2%	+13.7%	-39.7%	-12.9%	-16.4%	-14.5%	-6.9%	-9.1%	-15.5%	-10.2%	+1.6%	-22.3%	-11.5%
Valencia	-.5%	+10.3%	-43.2%	-13.9%	-15.1%	-15.4%	-6.9%	-3.3%	-9.8%	-6.0%	+6.5%	-16.2%	-9.9%
<b>Total (SCVWA)</b>	<b>+3.4%</b>	<b>+11.2%</b>	<b>-42.3%</b>	<b>-14.1%</b>	<b>-16.4%</b>	<b>-15.2%</b>	<b>-7.2%</b>	<b>-6.7%</b>	<b>-13.1%</b>	<b>-8.7%</b>	<b>+3.1%</b>	<b>-20%</b>	<b>-11.3%</b>

**Notes** – Monthly percentages compared to 2013 baseline month and year (LAC#36 does not provide SWRCB monthly production/conservation data).

For December 2018, SCV Water customers decreased water consumption compared to November 2013 by ~.273 billion gallons of water. Year-to-date conservation is ~-2.636 billion gallons.

**Conservation Programmatic Performance**

Program	Description	December 2018 Notable Activity	Notes
Residential Water Check-Ups	The program includes, but is not limited to: home water use efficiency consultations, leak detection services, and a comprehensive irrigation system inspection.	21 Residential Check-Ups	High Consumption Letters (HCLs) provide a major source of marketing for the program. The program was reactivated in November 2018 after minor programming and formatting updates and conservation staff mailed 219 letters to customers.
Leak Alert Notifications	Customers with continuous flows recorded on their water meters are contacted for conservation education and guidance.	5 Leak Alert Notifications Sent	Conservation working with database developers to build agency-wide leak notification capacity. VWD expected to be completed in October 2018, followed by Newhall in November 2018 and SCWD in early 2019.

Residential Water Efficiency Kits	Water Efficiency Kits include 1 showerhead, 3 faucet aerators, 2 hose nozzles, 1 toilet flapper, 2 toilet leak detection dye tabs, 1 flow measuring bag, and instructions.	13 Kits	
HELP Rebates (Healthy and Efficient Landscape Programs)	The HELP Program provides rebates and irrigation device distribution for customers seeking to improve overall operation of their irrigation system.	0 Residential 0 Commercial	
WaterSMART Garden	VWD's WaterSMART Garden provides customers with access to low water using plants, HE irrigation technologies, etc.	12 Customer Visits	
Residential Lawn Replacement Program	Customers receive a rebate of \$2.00 per sf for turf that is removed and converted to low water using plants.	0 Completed Project (0 sf)	
Residential Smart Controller Rebates	Customers can choose a WaterSense Certified Smart Controller that best suits their needs and proficiency capabilities.	24 Smart Controller Rebates (147 Stations)	
Residential Pool Cover Rebates	Customers can receive up to \$200 towards the purchase of a pool cover to help conserve water, energy, and chemical costs.	0 Pool Cover Rebates	The EPA's WaterSense program recently published a NOI to include certification and labeling protocols for specific cover types.
Large Landscape Lawn Replacement Program	Customers receive a rebate of \$2.00 per sf for turf that is removed and converted to low water using plants.	1 Complete Project (36,108 sf)	Staff is processing 8 new projects totaling 77,506 sf).
Large Landscape Smart Controller Rebate Program	Customers receive \$25 per active irrigation station when updated to a weather based controller.	Complete Project (0 stations)	Staff has pre-approved rebates for 242 stations.

Water Savings Opportunities	AKA - Water Waste complaints include prohibited measures (SWRCB).	1 Notification	SWRCB is currently working on the next phase of regulation including permanent prohibited water waste measures to leverage existing tools and processes. Conservation staff has rebranded the water waste complaints to Water Savings Opportunities (WASOPS).
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**Significant Upcoming Items**

Conservation completed the “How to Save Water at Home” video series to educate customers on how to use their water meters to conduct a leak investigation, how to find and fix toilet leaks, and FYI – Fixing Your Irrigation System in 10 Minutes or Less. The videos can be viewed online at [conservation@yourscvwater.com](mailto:conservation@yourscvwater.com). Conservation will work with Customer Care and the Public Information Officer to develop outreach and engagement opportunities for increased customer use.

Conservation staff continues to evaluate Multi-Family water efficiency performance via EnergyStar’s Portfolio Manager Program. The tool is designed to rank water performance using a water score (1-100, where a score of 75 or above is categorized as top performer) based on the number units, landscape, and water use, and normalized statistical analyses. To date, more than 60% of SCV Water’s apartments have been assessed using the tool. In support of this process, Conservation started a survey of apartment complexes with high volume use and water scores below 10. In January 2019, Conservation expanded the surveys to include all sites with water scores below 75. The goal of the survey is to determine how SCV Water can best support the Multi-Family sector’s efficiency goals for both indoor and outdoor water use. Conservation is ramping up program offerings for Multi-Family customers including indoor and outdoor surveys, high-efficiency plumbing retrofits, high-efficiency and ultra-high efficiency toilet rebates, and incentives via the Healthy and Efficient Landscapes Program.

Conservation staff is preparing to expand the courtesy High Consumption Letter (HCL) Program to include Santa Clarita Water Division (SCWD). HCLs will be sent to customers with current water use more than the previous month’s use and/or use for the same month from the previous year. The letter will provide customers with information on how to determine the source and cause of the high consumption or access to a free Residential Home Water Check-Up. The HCL program for SCWD is expected to go live in March 2019.

Conservation staff is developing SCV Water’s Water Shortage Contingency Plan (previously Ordinance No. 44). Staff continues to monitor updates to the SWRCB’s Regulation Rulemaking on Waste and Unreasonable Water Uses. As of November 2018, the regulation remains "In Progress."

MGS



**Engineering and Operations Committee  
Planning Calendar  
FY 2018/19**

**ITEM NO.  
11.5**

Item	PowerPoint Presentation (Y/N/Length)	July 3 Board CANCELLED	July 5 Comm CANCELLED	Aug 2 Comm	Aug 7 Board	Sept 4 Board	Sept 6 Comm	Sept 18 Board	Oct 2 Board	Oct 3 Comm	Nov 1 Comm CANCELLED	Nov 6 Board	Dec 4 Board	Dec 10 Comm	Dec 18 Board	Jan 2 Board	Jan 3 Comm CANCELLED	Feb 5 Board	Feb 7 Comm	March 5 Board	March 7 Comm	April 2 Board	April 4 Comm	May 2 Comm	May 7 Board	June 4 Board	June 6 Comm	July 2 Board
1 Monthly Committee Planning Calendar	None			C			C			C																		
2 CIP Construction Status Report	None			C			C			C																		
3 Monthly Operations and Production Report	None			C			C			C																		
4 Third Party Funded Agreements Quarterly Report	None			C																								
5 Quarterly Safety Program Presentation	Yes 15 min			C		C																						
6 Recommend Approval of Construction Contract Funding and a Work Authorization for Inspection Services for Magic Mountain Pipeline No. 4	Yes 10 min			C		C																						
7 Approve Community Workforce Agreement	None			C																								
8 Recommend Approval of a Change Order to Contract with GSE Construction to Increase Budget for Foothill Feeder Connection Construction	Yes 10 min																											
9 Recommend Approval of a Work Authorization for TBD for final design of the Magic Mountain Pipeline No. 6	Yes 10 min									C																		
10 Recommend Approval of a Change Order with GSE Construction, increase Vali Cooper's budget for Construction Management Services and increase MWDSC's Work Authorization for the Foothill Feeder Connection Project	Yes 10 min																											
11 Recommend Approval of Construction Contract Funding and a Work Authorization for Inspection Services for Magic Mountain Pipeline No. 5	Yes 10 min																											
12 Update on Recycled Water Program	None																											
13 Update on Perchlorate Related Activities - V201, V205, Replacement Wells, etc.	None																											
14 Quarterly Update on VOC Litigation Status - Closed Session	None																											
15 Recommend Approval of Resolution Awarding Construction Contract to TBD to Recoat Roof Interior of Hornby Tank #1	TBD																											

**Engineering and Operations Committee  
Planning Calendar  
FY 2018/19**

Item	PowerPoint Presentation (Y/N/Length)	July 3 Board	July 5 Comm	Aug 2 Comm	Aug 7 Board	Sept 4 Board	Sept 6 Comm	Sept 18 Board	Oct 2 Board	Oct 3 Comm	Nov 1 Comm	Nov 6 Board	Dec 4 Board	Dec 10 Comm	Dec 18 Board	Jan 2 Board	Jan 3 Comm	Feb 5 Board	Feb 7 Comm	March 5 Board	March 7 Comm	April 2 Board	April 4 Comm	May 2 Comm	May 7 Board	June 4 Board	June 6 Comm	July 2 Board	
16	Recommend Approval of Resolution Awarding Construction Contract to TBD to Recoat Exterior of Catala No. 4 Tank																												
17	Recommend Approval of Resolution Authorizing SCVWA to Execute Consolidation and Water Service Agreement, and Financing Agreement for Construction of Pipeline to the Los Angeles Residential Community																												
18	Recommend Approval of Resolution Awarding Construction Contract to TBD for Pipeline to the Los Angeles Residential Community																												
19	Recommend Approval of Resolution Awarding Construction Contract to TBD for West Ranch Recycled Water Main Extension (Phase 2D) Project																												
20	Recommend Approval of Resolution Awarding Construction Contract to TBD for Wastewater Return and Sludge Systems Project																												
21	Recommend Approval of Resolution Awarding Construction Contract to TBD for Recycled Water Vista Canyon (Phase 2B) Tank																												
22	Recommend approval of Resolution Awarding Construction Contract to TBD for Recycled Water Vista Canyon (Phase 2B) Pipelines																												
23	Recommend Approval of a Work Authorization for TBD for final design of the Groundwater Treatment Improvements (VOC-Treatment)																												
24	Recommend Approval of Construction of a New 2.5 MG Deane Tank and Cost Sharing Agreement with Developer																												
25	Recommend Approval of Resolution Awarding Construction Contract to TBD for New Interrie and Pressure Regulating Station with Newhall County Water District at Gary Street																												
26	Recommend Approval of Resolution Awarding Construction Contract to TBD for Pipeline in Rainbow Glen Drive																												
27	Recommend Approval of Construction of a New Deane Zone Pump Station and Cost Sharing Agreement with Developer																												
28	Recommend Approval of a Work Authorization for TBD for final design of the Magic Mountain Reservoir																												

C = Completed Item  
P = Planned Item

**Engineering and Operations Committee  
Planning Calendar  
FY 2018/19**

	Item	PowerPoint Presentation (Y/N/Length)	July 3 Board	July 5 Comm	Aug 2 Comm	Aug 7 Board	Sept 4 Board	Sept 6 Comm	Sept 18 Board	Oct 2 Board	Oct 3 Comm	Nov 1 Comm	Nov 6 Board	Dec 4 Board	Dec 10 Comm	Dec 18 Board	Jan 2 Board	Jan 3 Comm	Feb 5 Board	Feb 7 Comm	March 5 Board	March 7 Comm	April 2 Board	April 4 Comm	May 2 Comm	May 7 Board	June 4 Board	June 6 Comm	July 2 Board	
29	Recommend Approval of Construction Contract Funding and a Work Authorization for Inspection Services for Magic Mountain Pipeline No. 6.	TBD		CANCELLED																										
30	Recommend Approval of a Work Authorization for TBD for final design of the Replacement Wells Pipeline/Infrastructure	TBD																												

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**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

**JULY 2018**

BOARD (1<sup>st</sup> meeting, July 3) – CANCELLED

JPA Meeting (1<sup>st</sup> meeting, July 3) – CANCELLED

COMMITTEE (July 16)

1. Recommend Approval of a Resolution Authorizing FY 2018/19 Water Supply Contract Payments
2. Recommend Approval of an Employee Travel and Expense Reimbursement Policy
3. Discuss Development of Rate-setting Process Incorporating an Independent Ratepayer Advocate Function
4. Recommend Receiving and Filing of April 2018 Monthly Financial Report
5. Recommend Receiving and Filing of May 2018 Monthly Financial Report
6. Committee Planning Calendar

**AUGUST 2018**

BOARD (1<sup>st</sup> meeting, August 7)

- ~~1. Approve a Resolution Authorizing FY 2018/19 Water Supply Contract Payments (consent)~~
- ~~2. Approve an Employee Travel and Expense Reimbursement Policy (consent)~~
- ~~3. Approve Resolutions Establishing Banking Authority with City National Bank~~
- ~~4. Approve Receiving and Filing of April 2018 Monthly Financial Report (consent)~~
- ~~5. Approve Receiving and Filing of May 2018 Monthly Financial Report (consent)~~

JPA Meeting (1<sup>st</sup> meeting, August 7)

COMMITTEE (August 20)

1. Recommend Approval of a Claims Policy
2. Recommend Approval of a Surplus Property Policy
3. Review, Discuss and Recommend an Option for Revising Employer's Contributions to PERS Medical Insurance
4. Continue Discussion of Development of Rate-setting Process Incorporating an Independent Ratepayer Advocate Function
5. Recommend Receiving and Filing of June 2018 Monthly Financial Report
6. Committee Planning Calendar

**SEPTEMBER 2018**

BOARD (1<sup>st</sup> meeting, September 4)

1. Approve a Claims Policy (consent)
2. Approve a Surplus Inventory and Equipment Policy (consent)
3. Approve a Resolution Adjusting Employer's Contribution for PERS Medical Insurance
4. Approve Receiving and Filing of June 2018 Monthly Financial Report (consent)

JPA Meeting (1<sup>st</sup> meeting, September 4) – CANCELLED



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

COMMITTEE (September 17)

- ~~1. Recommend Approval of an Emergency Response Specialist Classification~~
- ~~2. Recommend Approval of a Safety Incentive Plan~~
- ~~3. Review and Discuss New Agency Recruitments and Positions~~
- ~~4. Continue Discussion of Development of Rate-setting Process Incorporating an Independent Ratepayer Advocate Function~~
- ~~5. Recommend Receiving and Filing of July 2018 Monthly Financial Report~~
- ~~6. Committee Planning Calendar~~

~~BOARD (2<sup>nd</sup> meeting, September 18)~~

~~JPA Meeting (2<sup>nd</sup> meeting, September 18) – CANCELLED~~

**OCTOBER 2018**

~~BOARD (1<sup>st</sup> meeting, October 2)~~

- ~~1. Approve Receiving and Filing of July 2018 Monthly Financial Report (consent)~~

~~JPA Meeting (1<sup>st</sup> meeting, October 2) – CANCELLED~~

COMMITTEE (October 15)

1. Discuss USCVJPA Intent to Issue Tax Exempt Obligations
2. Recommend Approval of Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for New Financial Management System
3. Recommend Approval of a Resolution Adopting a Records Retention Policy and Schedule
4. Discuss Reserve Fund Policy
5. Continue Discussion of Development of Rate-setting Process Incorporating an Independent Ratepayer Advocate Function
6. Review Valencia Water Company January 22, 2018 and December 31, 2017 Financial Statements
7. Recommend Receiving and Filing of August 2018 Monthly Financial Report
8. Committee Planning Calendar

BOARD (2<sup>nd</sup> meeting, October 16)

1. Approve a Resolution Appointing Treasurer for SCV Water
2. Approve Resolutions Establishing Banking Authority

JPA Meeting (2<sup>nd</sup> meeting, October 16)

1. Approve a Resolution Appointing Treasurer for USCVJPA
2. Approve Resolutions Establishing Banking Authority



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

SPECIAL COMMITTEE (October 22)

1. ~~Discuss Reserve Fund Policy~~
2. ~~Continue Discussion of Development of Rate-setting Process Incorporating an Independent Ratepayer Advocate Function~~

**NOVEMBER 2018**

BOARD (1<sup>st</sup> meeting, November 6)

1. ~~Approve a Reserve Fund Policy~~
2. ~~Approve a Resolution Adopting a Rate-setting Process Incorporating an Independent Ratepayer Advocate Function~~
3. ~~Approve a Resolution of Intention for SCV Water to Enter Into a Retirement Contract with CalPERS to Provide for a Merger of the Contracts of the Former Castaic Lake Water Agency and Newhall County Water District~~
4. ~~Approve a Record Retention Policy (consent)~~
5. ~~Approve Receiving and Filing of Valencia Water Company January 22, 2018 and December 31, 2017 Financial Statements (consent)~~
6. ~~Approve Receiving and Filing of August 2018 Monthly Financial Report (consent)~~

JPA Meeting (1<sup>st</sup> meeting, November 6)

1. ~~Approve a Resolution of Intent to Issue Tax Exempt Obligations~~

COMMITTEE (November 19)

1. ~~Recommend Receiving and Filing NCWD December 31, 2017 Financial Statements **(RP)**~~
2. ~~Recommend Approval of an Underwriter for Issuance of 2019 Revenue Bonds **(EC)**~~
3. ~~Discuss Authorizing Amendment No. 21 (the Contract Extension Amendment) to Water Supply Contract between the State of California Department of Water Resources and the Santa Clarita Valley Water Agency for Continued Service and the Terms and Conditions Thereof **(EC)**~~
4. ~~Recommend Receiving and Filing of September 2018 Monthly Financial Report **(RP)**~~
5. ~~Committee Planning Calendar~~

BOARD (2<sup>nd</sup> meeting, November 20)

JPA Meeting (2<sup>nd</sup> meeting, November 20) – CANCELLED



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

**DECEMBER 2018**

BOARD (1<sup>st</sup> meeting, December 4)

1. ~~Approve CalPERS Resolutions for Retirement Plan (RP)~~
2. ~~Approve CalPERS Resolutions for Medical Plan (RP)~~
3. ~~Approve an Underwriter for Issuance of 2019 Revenue Bonds (EC)~~
4. ~~Approve Receiving and Filing NCWD December 31, 2017 Financial Statements (consent) (RP)~~
5. ~~Approve Receiving and Filing of September 2018 Monthly Financial Report (consent) (RP)~~

JPA Meeting (1<sup>st</sup> meeting, December 4) – CANCELLED

COMMITTEE (December 17)

1. ~~Recommend Approval of a Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for New Financial Management System (EC)~~
2. ~~Recommend Approval of a Resolution for Contract with X-act Technology Solutions, Inc. for As-Needed Information Technology Support Services (CP)~~
3. ~~Recommend Approval of a Resolution Authorizing the Issuance of Revenue Bonds and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters (EC)~~
4. ~~Discuss FCF Study 2019 Update (EC)~~
5. ~~Recommend Receiving and Filing of October 2018 Monthly Financial Report (RP)~~
6. ~~Committee Planning Calendar~~

**JANUARY 2019**

~~SPECIAL BOARD (1<sup>st</sup> meeting, January 7) – publishes December 31~~

1. ~~Approve a Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for New Financial Management System (EC)~~
2. ~~Approve a Resolution Authorizing the Issuance of Revenue Bonds and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters (EC) (consent)~~
3. ~~Approve a Resolution Authorizing Amendment No. 21 (the Contract Extension Amendment) to Water Supply Contract between the State of California Department of Water Resources and the Santa Clarita Valley Water Agency for Continued Service and the Terms and Conditions Thereof (EC)~~
4. ~~Approve a Resolution for a New Contract with Fieldman Rolapp & Associates for Financial Advisor Services (RP) (consent)~~
5. ~~Approve Re-Adoption of Investment Policy (RP) (consent)~~
6. ~~Approve Receiving and Filing of October 2018 Monthly Financial Report (RP) (consent)~~

~~SPECIAL JPA Meeting (1<sup>st</sup> meeting, January 7) – MAY BE CANCELLED~~





**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

SPECIAL COMMITTEE (January 14) – to EC Dec 27; to MS Jan 2; publishes Jan 7

- ~~1. Recommend Approval of a Safety Incentive Plan **(RP)**~~
- ~~2. Recommend Approval of Revised Claims Policy~~
- ~~3. Review RFP for Ratepayer Advocate **(RP)**~~
- ~~4. Discuss Financing of Developer-Contributed Capital and/or Facility Capacity Fees through Community Facilities Districts (CFDs) **(EC)**~~
- ~~5. Review Employee-Related Items Pre and Post Merger **(RP)**~~
- ~~6. Review and Discuss Wholesale Capital Funding Alternatives Project **(EC)**~~
- ~~7. Review Biennial Budget Implementation for Fiscal Years 2019/20 and 2020/21 **(RP)**~~
- ~~8. Recommend Receiving and Filing of November 2018 Monthly Financial Report **(RP)**~~
- ~~9. Committee Planning Calendar~~

**FEBRUARY 2019**

BOARD (1<sup>st</sup> meeting, February 5) – publishes January 29

1. Approve a Safety Incentive Plan **(RP) – consent**
2. Approve Revised Claims Policy – **consent**
3. Approve a Resolution Establishing SCV Water Health Premium Reimbursement Plan – **consent**
4. Approve a Resolution Authorizing the Issuance of Revenue Bonds and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters **(EC)**
5. Approve a Revised Disclosure Procedures **Policy (RP)**
6. Approve Receiving and Filing of November 2018 Monthly Financial Report **(RP) – consent**

JPA Meeting (1<sup>st</sup> meeting, February 5) – MAY BE CANCELLED

SPECIAL COMMITTEE (February 11) – to Eric Jan 22; to Matt Jan 28; publishes Feb 4

1. Review Annual List of Professional Services Contracts **(RP)**
2. Semi-annual Review of State Water Contract Fund – Agency Set Tax Rate **(RP)**
3. Recommend Receiving and Filing of December 2018 Monthly Financial Report **(RP)**
4. Committee Planning Calendar

BOARD (2<sup>nd</sup> meeting, February 19) – publishes Feb 12

JPA Meeting (2<sup>nd</sup> meeting, February 19) – publishes Feb 12 – MAY BE CANCELLED

1. Elect officers
2. Approve a Resolution Authorizing the Issuance of Revenue Bonds and Approving the Execution and Delivery of Certain Documents in Connection Therewith and Certain Other Matters **(EC)**
3. Approve a Revised Disclosure Procedures Policy
4. Re-adopt Investment Policy

FINANCING CORPORATION SPECIAL MEETING – February 19

1. Election of SCV Water Financing Corporation Officers



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

**MARCH 2019**

BOARD (1<sup>st</sup> meeting, March 5) – publishes Feb 26

1. Approve Disclosure Procedures Policy
2. Approve Receiving and Filing of FY 2018/19 Midyear Budget Report (consent)
3. Approve Receiving and Filing of December 2018 Monthly Financial Report (consent)

JPA Meeting (1<sup>st</sup> meeting, March 5) – publishes Feb 26 - MAY BE CANCELLED

COMMITTEE (March 18) to Eric Feb 25; to Matt Mar 4; publishes March 11

1. Recommend Approval of a Customer Service Policy **(RP)**
2. Review and Discuss Customer Service Post-Merger Activities **(EC)**
5. Recommend Approval of an Emergency Preparedness (TBD?) Specialist Classification **(RP)**
6. Recommend Receiving and Filing of CLWA and SCWD December 31, 2017 Financial Statements **(RP)**
7. Recommend Receiving and Filing of SCV Water June 30, 2018 Financial Statement **(RP)**
3. Recommend Receiving and Filing of FY 2018/19 Midyear Budget Report **(RP)**
4. Recommend Receiving and Filing of January 2019 Monthly Financial Report **(RP)**
5. Committee Planning Calendar

**APRIL 2019**

BOARD (1<sup>st</sup> meeting, April 2) – publishes March 26

1. Approve an Emergency Preparedness (TBD?) Specialist Classification **(RP)**
2. Approve Receiving and Filing CLWA and SCWD December 31, 2017 Financial Statements (consent) **(RP)**
3. Approve Receiving and Filing SCV Water June 30, 2018 Financial Statements (consent) **(RP)**
4. Approve a Resolution of the Santa Clarita Valley Water Agency Authorizing the Preparation and Distribution of the Preliminary Official Statement in Connection with the Issuance of the Series 2019A Revenue Bonds and Authorizing Certain Other Actions in Connection Therewith **(EC)**
5. Review and Provide Direction for Budget Baseline and Baseline Options **(RP)**
6. Approve Receiving and Filing of January 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, April 2) – MAY BE CANCELLED

1. Approve POS and 2019A Revenue Bonds **(EC)**
- 2.

SPECIAL COMMITTEE (April 3)

1. Continued Review of Policies (Annual) **(RP)**
2. Provide Direction for a Proposed Employee Salary Adjustment for FY 2019/20 **(RP)**
3. Review Draft FY 2019/20 Budget **(RP)**
4. Recommend Approval of a Resolution Approving an Official Statement and Authorizing Certain Other Documents and Actions in Connection with the Issuance of the Series 2019A Revenue Bonds **(EC)**
- 5.
6. Recommend Receiving and Filing of February 2019 Monthly Financial Report **(RP)**
7. Committee Planning Calendar



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

BOARD (2<sup>nd</sup> meeting, April 16)

1. Approve Proposed Employee Salary Adjustment for FY 2019/20 **(RP)**
2. Approve Receiving and Filing of February 2019 Monthly Financial Report (consent) **(RP)**

**MAY 2019**

SPECIAL COMMITTEE (May 1)

1. Recommend Approval of a Resolution Adopting the FY 2019/20 Budget **(RP)**
2. Recommend Approval of a Resolution Adopting the Appropriation of All As-Yet Unappropriated Funds for FY 2018/19 **(RP)**
3. Recommend Approval of a Resolution Adopting the Appropriation Limit for FY 2019/20 **(RP)**
4. Recommend Receiving and Filing of March 2019 Monthly Financial Report **(RP)**
5. Committee Planning Calendar

**JUNE 2019**

BOARD (1<sup>st</sup> meeting, June 4)

1. Approve a Resolution Adopting the FY 2019/20 Budget **(RP)**
2. Approve a Resolution Adopting the Appropriation of All As-Yet Unappropriated Funds for FY 2018/19 (consent) **(RP)**
3. Approve a Resolution Adopting the Appropriation Limit for FY 2019/20 (consent) **(RP)**
4. Approve Receiving and Filing of March 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, June 4) – MAY BE CANCELLED

1. Approve a Resolution Adopting the Fiscal Year 2019/20 Budget **(RP)**

COMMITTEE (June 17)

1. Recommend Approval of Resolutions Setting Santa Clarita Valley Water Agency Tax Rate for FY 2019/20 and Requesting Levy of Tax by Los Angeles County and Ventura County **(RP)**
2. Recommend Approval of Resolution Authorizing July 2019 Water Supply Contract Payment **(RP)**
3. Recommend Approval of a Resolution Amending the Agency's Letter of Credit Reimbursement Agreement with Wells Fargo Bank **(RP)**
4. Recommend Receiving and Filing of April 2019 Monthly Financial Report **(RP)**
5. Committee Planning Calendar

**JULY 2019**

BOARD (1<sup>st</sup> meeting, July 2)



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

1. Recommend Approval of Resolutions Setting Santa Clarita Valley Water Agency Tax Rate for FY 2019/20 and Requesting Levy of Tax by Los Angeles County and Ventura County **(RP)**
2. Recommend Approval of Resolution Authorizing July 2019 Water Supply Contract Payment **(RP)**
3. Approve a Resolution Amending the Agency's Letter of Credit Reimbursement Agreement with Wells Fargo Bank **(EC)**
4. Approve Receiving and Filing of April 2019 Monthly Financial Report **(RP)**

JPA Meeting (1<sup>st</sup> meeting, July 2) – MAY BE CANCELLED

COMMITTEE (July 15)

1. Recommend Approval of a Resolution Authorizing FY 2019/20 Water Supply Contract Payments **(RP)**
2. Recommend Receiving and Filing of May 2019 Monthly Financial Report **(RP)**
3. Committee Planning Calendar

**AUGUST 2019**

BOARD (1<sup>st</sup> meeting, August 6)

1. Approve a Resolution Authorizing FY 2019/20 Water Supply Contract Payments (consent) **(RP)**
2. Approve Receiving and Filing of May 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, August 6) – MAY BE CANCELLED

COMMITTEE (August 19)

1. Review, Discuss and Recommend an Option for Revising Employer's Contributions to PERS Medical Insurance **(RP)**
2. Recommend Receiving and Filing of June 2019 Monthly Financial Report **(RP)**
3. Committee Planning Calendar

**SEPTEMBER 2019**

BOARD (1<sup>st</sup> meeting, September 3)

1. Approve a Resolution Adjusting Employer's Contribution for PERS Medical Insurance **(RP)**
2. Approve Receiving and Filing of June 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, September 3) – MAY BE CANCELLED

COMMITTEE (September 16)

1. Recommend Receiving and Filing of July 2019 Monthly Financial Report **(RP)**
2. Committee Planning Calendar

**OCTOBER 2019**



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

BOARD (1<sup>st</sup> meeting, October 1)

1. Approve Receiving and Filing of July 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, October 1) – MAY BE CANCELLED

COMMITTEE (October 21)

1. Recommend Receiving and Filing of August 2019 Monthly Financial Report **(RP)**
2. Committee Planning Calendar

**NOVEMBER 2019**

BOARD (1<sup>st</sup> meeting, November 5)

1. Approve Receiving and Filing of August 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, November 5) – MAY BE CANCELLED

COMMITTEE (November 18)

1. Recommend Receiving and Filing of September 2019 Monthly Financial Report **(RP)**
2. Committee Planning Calendar

**DECEMBER 2019**

BOARD (1<sup>st</sup> meeting, December 3)

1. Approve Receiving and Filing of September 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, December 3) – MAY BE CANCELLED

COMMITTEE (December 16)

1. Recommend Re-adoption of Investment Policy **(RP)**
2. Recommend Receiving and Filing of October 2019 Monthly Financial Report **(RP)**
3. Committee Planning Calendar

**JANUARY 2020**

BOARD (1<sup>st</sup> meeting, January 7)

1. Approve Re-adoption of Investment Policy **(RP)**
2. Approve Receiving and Filing of October 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, January 7) – MAY BE CANCELLED

FINANCING CORPORATION ANNUAL MEETING (tbd)



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

1. Confirm election of Financing Corporation Officers

COMMITTEE (January 20)

1. Recommend Receiving and Filing SCV Water June 30, 2019 Financial Statements **(RP)**
2. Recommend Receiving and Filing of November 2019 Monthly Financial Report **(RP)**
3. Committee Planning Calendar

**FEBRUARY 2020**

BOARD (1<sup>st</sup> meeting, February 4)

1. Approve Receiving and Filing SCV Water June 30, 2019 Financial Statements (consent) **(RP)**
2. Approve Receiving and Filing of November 2019 Monthly Financial Report **(RP)**

JPA Meeting (1<sup>st</sup> meeting, February 4) – MAY BE CANCELLED

COMMITTEE (February 17)

1. Review Annual List of Professional Services Contracts **(RP)**
2. Recommend Receiving and Filing of FY 2019/20 Midyear Budget Report **(EC)**
3. Recommend Receiving and Filing of December 2019 Monthly Financial Report **(RP)**
4. Semi-annual Review of State Water Contract Fund **(EC)**
5. Committee Planning Calendar

BOARD (2<sup>nd</sup> meeting, February 18)

JPA Meeting (2<sup>nd</sup> meeting, February 18) – MAY BE CANCELLED

1. Re-adopt Investment Policy
2. Elect officers

**MARCH 2020**

BOARD (1<sup>st</sup> meeting, March 3)

1. Approve Receiving and Filing of December 2019 Monthly Financial Report (consent) **(RP)**
2. Approve Receiving and Filing of FY 2019/20 Midyear Budget Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, March 3) – MAY BE CANCELLED

COMMITTEE (March 16)

1. Recommend Receiving and Filing of January 2019 Monthly Financial Report **(RP)**
2. Committee Planning Calendar

**APRIL 2020**



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

BOARD (1<sup>st</sup> meeting, April 7)

1. Review and Provide Direction for Budget Baseline and Baseline Options **(RP)**
2. Approve Receiving and Filing of January 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, April 7) – MAY BE CANCELLED

COMMITTEE (April 20)

1. Continued Review of Policies (Annual) **(RP)**
2. Provide Direction for a Proposed Employee Salary Adjustment for FY 2020/21 **(RP)**
3. Review Draft FY 2020/21 Budget **(RP)**
4. Quarterly Review of State Water Contract Fund **(RP)**
5. Recommend Receiving and Filing of February 2019 Monthly Financial Report **(RP)**
6. Committee Planning Calendar

**MAY 2020**

BOARD (1<sup>st</sup> meeting, May 5)

1. Approve Proposed Employee Salary Adjustment for FY 2020/21 **(RP)**
2. Approve Receiving and Filing of February 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, May 5) – MAY BE CANCELLED

COMMITTEE (May 18)

1. Recommend Approval of a Resolution Adopting the FY 2020/21 Budget **(EC)**
2. Recommend Approval of a Resolution Adopting the Appropriation of All As-Yet Unappropriated Funds for FY 2019/20 **(EC)**
3. Recommend Approval of a Resolution Adopting the Appropriation Limit for FY 2020/21 **(RP)**
4. Recommend Receiving and Filing of March 2019 Monthly Financial Report **(RP)**
5. Committee Planning Calendar

**JUNE 2020**

BOARD (1<sup>st</sup> meeting, June 2)

1. Approve a Resolution Adopting the FY 2020/21 Budget **(EC)**
2. Approve a Resolution Adopting the Appropriation of All As-Yet Unappropriated Funds for FY 2019/20 (consent) **(EC)**
3. Approve a Resolution Adopting the Appropriation Limit for FY 2020/21 (consent) **(RP)**
4. Approve Receiving and Filing of March 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1<sup>st</sup> meeting, June 2) – MAY BE CANCELLED



**FINANCE AND ADMINISTRATION COMMITTEE  
PLANNING CALENDAR FY 2018/19 and 2019/2020**

1. Approve a Resolution Adopting the Fiscal Year 2020/21 Budget **(EC)**

COMMITTEE (June 15)

1. Recommend Approval of Resolutions Setting Santa Clarita Valley Water Agency Tax Rate for FY 2020/21 and Requesting Levy of Tax by Los Angeles County and Ventura County **(RP)**
2. Recommend Approval of Resolution Authorizing July 2020 Water Supply Contract Payment **(RP)**
3. Recommend Receiving and Filing of April 2019 Monthly Financial Report **(RP)**
4. Committee Planning Calendar





**PUBLIC OUTREACH AND LEGISLATION COMMITTEE  
AGENDA PLANNING CALENDAR 2019**

**January 17, 2019 Committee**

1. Legislative Consultant Reports
2. Discussion of Legislative Advocacy Request for Proposals
3. Consideration of Sponsorship for Maven's Notebook
4. Informational: Monthly Outreach Matrix
5. Informational: Legislative Tracking
6. Informational: Sponsorship Tracking FY 2018/19
7. Informational: Public Outreach Event Calendar 2019
8. Informational: Committee Planning Calendar 2019

**February 5, 2019 Board Meeting**

**February 19, 2019 Board Meeting**

**February 21, 2019 Committee**

1. Legislative Consultant Reports
2. Discussion of Legislative Advocacy Request for Proposals
3. Discussion of Agency's Media Policy
4. Tentative Blue Ribbon Committee
5. Informational: Monthly Outreach Matrix
6. Informational: Legislative Tracking
7. Informational: Sponsorship Tracking FY 2018/19
8. Informational: Public Outreach Event Calendar 2019
9. Informational: Committee Planning Calendar 2019

**March 5, 2019 Board Meeting**

**March 19, 2019 Board Meeting**

**March 21, 2019 Committee**

1. Legislative Consultant Reports
2. Informational: Monthly Outreach Matrix
3. Informational: Legislative Tracking
4. Informational: Sponsorship Tracking FY 2018/19
5. Informational: Public Outreach Event Calendar 2019
6. Informational: Committee Planning Calendar 2019

**April 2, 2019 Board Meeting**

**April 16, 2019 Board Meeting**

**April 18, 2019 Committee**

1. Legislative Consultant Reports
2. Informational: Monthly Outreach Matrix
3. Informational: Legislative Tracking
4. Informational: Sponsorship Tracking FY 2018/19
5. Informational: Public Outreach Event Calendar 2019
6. Informational: Committee Planning Calendar 2019

**May 7, 2019 Board Meeting**



**PUBLIC OUTREACH AND LEGISLATION COMMITTEE  
AGENDA PLANNING CALENDAR 2019**

**May 16, 2019 Committee**

1. Legislative Consultant Reports

**May 21, 2019 Board Meeting**

**June 4, 2019 Board Meeting**

**June 18, 2019 Board Meeting**

**June 20, 2019 Committee**

1. Legislative Consultant Reports

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm	Jan 7 Board	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Feb 19 Board	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	May 7 Board	May 13 Comm	Jun 4 Board	Jun 12 Comm	
1 Update on Conservation Activities	C		C	C		C		CNL		C		C	Special	C		P				P						
2 Update on Conservatory Garden																P										
3 Devil's Den Semi-Annual Report	C													C												
4 Status of Water Banking Programs	C				C														P							P
5 Status of Sustainable Groundwater Management Act Implementation			C	C				CNL		C									P				P			
6 Status of Recycled Water Program		C																								
7 Status of Sites Reservoir Project				C		C																				
8 Status of Efforts Relating to Groundwater Spreading Pilot Program																P										
9 Status of Water Supplies												C				P										
10 Status of Integrated Regional Water Management Plan Update																										
11 Status of Upper Santa Clara River Salt and Nutrient Management Plan								CNL				C														
12 Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities														C												
13 Status of Devil's Den Solar Generation Facilities												C														
14 Recommend Authorizing the General Manager to Recover Stored Water from Existing Water Banking or Exchange Programs																P	P									
15 Recommend Authorizing the General Manager to Execute an Agreement for SCV Water's Participation in Sites Reservoir 2019 Participation Agreement																										
16 Status of Requests for Proposals for (1) Stakeholder Communication and Engagement Services, (2) Engineering and Hydrogeology Services and (3) Grant Administration Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency																										

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm	Jan 7 Board	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Feb 19 Board	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	May 7 Board	May 13 Comm	Jun 4 Board	Jun 12 Comm
17	Recommend Approval of a Resolution Authorizing the General Manager to Execute the Delta Conveyance Financing Authority Joint Power Agreement							CNL		C	C														
18	CLOSED SESSION: Anticipated Litigation									C	C														
19	CLOSED SESSION: Anticipated Litigation									C	C														
20	Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts for (1) Stakeholder Communication and Engagement Services, and (2) Engineering and Hydrogeology Services for Development of a Groundwater Sustainability Plan on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)													C	P										
21	Recommend Approval of a Resolution Adopting Lead Agency CEQA Findings and Submit LAFCO Application for Annexation of Tesoro Del Valle (Revised Vesting Tentative Tract Map 51644-1)															P							P	P	
22	California's Fourth Climate Change Assessment																								
23	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Amendment to the State Water Project Water Supply Contract to Allocate California WaterFix Costs and Provide for the Transfer and Exchange of State Water Project Water Supplies																								
24	Review of Watershed Recharge Feasibility Study																								P
25	Approve Authorizing the General Manager to Approve the Agreement in Principle to Amend the Agency's Water Supply Contract with the California Department of Water Resources			C																					
26	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Agreement Forming the Joint Powers Authority for the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) and to Execute a Contract for SCV Water to Provide Management and Technical Services to SCV-GSA			C																					
27	Appoint a Fourth Santa Clarita Valley Groundwater Sustainability Agency Director and Alternate Director, and Designate a Single Alternate Director for Each Existing Director			C																					

**Santa Clarita Valley Water Agency  
Water Resources & Watershed Committee and Board Calendar**

**FY 2018/19**

Item	Jul 11 Comm	Jul 17 Board	Aug 7 Board	Aug 8 Comm	Sep 4 Board	Sep 12 Comm	Oct 2 Board	Oct 10 Comm	Nov 6 Board	Nov 14 Comm	Nov 20 Board	Dec 5 Comm	Jan 7 Board	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Feb 19 Board	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	May 7 Board	May 13 Comm	Jun 4 Board	Jun 12 Comm
28		C											Special									move/cancel	Special		
29						C	C																		
30						C	C																		
31						C																			
32						C	C																		

P = Planned  
 C = Completed  
 CNL = Cancelled  
 CNT = Continued Item

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ITEM NO. 13.1
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**DIRECTORS AB 1234 REPORT**

**Directors Name:** Jerry Gladbach

**Meeting Attended:** The National Water Resources Association's 2019 Leadership Forum

**Date of Meeting:** January 10 and 11, 2019

**Board Meeting to be Presented at:** February 5, 2019

**Persons of Interest:** Steve Stockton, retired head of the Corps of Engineers

**Bob Johnson,** retired Commissioner of the Bureau of Reclamation

**Evan Jurkovich,** former chief of staff for the Congressional Agriculture Committee. Congressman Peterson from Minnesota was Ranking member of the Agriculture Committee. Evan is the most knowledgeable staff person on the Farm Bill which covers Forest issues

The Forum is essentially a strategic planning meeting. Each State had a list of their priorities. I have attached a list of ACWA's priorities.

The top issues for NWRA to focus on this year are:

1. Water infrastructure
2. WOTUS
3. Farm Bill, which includes forestry issues
4. Title transfer

Other Points of Interest:

1. In the first 6 months of the new Congress, things will get done, then politics as usual
2. The Appropriations Committee of Congress has no one from the west, this is very unusual
3. The Congressional Water and Power Subcommittee has been renamed the: Water Oceans and Wildlife Subcommittee (WOW). Congressman Huffman is Chair and we can work with him. He was formerly on a water agency Board in California and was a senior attorney for NRDC
4. Kyle Weaver, formerly Speaker Ryan's water person, is now on Congressman McCarthy's staff
5. Congressman Lieu has introduced a Climate Solutions Bill that requires 100% of energy be green by 2036
6. It is important for all agencies to meet with their delegation and show them your facilities. This is especially true for new members of Congress
7. The legislatures and staff do read a lot of media
8. The Office of Management and Budget is a big roadblock for getting appropriations for western facilities. The Senators from the west need to join NWRA in meeting with OMB
9. There will very likely be a bill defining WOTUS

10. The focus on issues relating to the Endangered Species Act will be toward the Administration, along with the Family Farm Alliance and the National Endangered Species Act Reform Coalition

Dave Eggerton, ACWA's new Executive officer, was very impressive in his presentations and I got a lot of positive compliments regarding Dave and that he will be a real asset for NWRA

It was a privilege to represent the Santa Clarita Valley WA and California at such an important meeting and making sure that water infrastructure was included in the top list of priorities



**ACWA – 2019 ITEMS FOR NWRA**

**Tier One:**

- 1) Infrastructure legislation – include water projects
- 2) Headwaters / Wildfire legislation
- 3) WIIN Act extension
- 4) Budget and Appropriations
  - a) EPA (SRF), Corps, Reclamation
  - b) Atmospheric Rivers Tracking
- 5) Tax Exemption for Water Conservation Rebates (Municipal Caucus)
- 6) Regulatory items:
  - a) ESA Regulations & Reform
  - b) WOTUS
  - c) NEPA streamlining

**Tier Two:**

- 1) Continue development of Public Affairs initiative
- 2) Invite new congressional members and staff to events, tours.



## 2019 Leadership Forum

Phoenix, Arizona

### Advocating for the Future of Water Infrastructure

Thursday, January 10, 2019	
7 am – 8:30 am Ballroom 3	State Executives Breakfast Breakfast meeting for NWRA's State Executive Council.
8 am Ballroom 1 & 2 Foyer	Registration with Welcome Coffee & Continental Breakfast
8:30 – 9:30 am Ballroom 1 & 2	Federal Update The 116 <sup>th</sup> Congress will mark the beginning of a new divided legislative branch. NWRA's federal affairs team will provide an update on the new Hill dynamics and potential areas of focus.
9:30 am – 10:30 am Ballroom 1 & 2	Policy Priority Discussion NWRA's policy priorities are set through an interactive discussion of our member's key issues. During this morning session we will be addressing the State, Caucus, and Task Force priorities for the coming year.
10:30 – 11 am Ballroom 1 & 2 Foyer	Networking Break
11:00 am – 12:30 pm Ballroom 1 & 2	Policy Priority Discussion Continued discussion of State, Caucus, and Task Force priorities. This discussion guides and informs NWRA's efforts to advocate on behalf of water users on Capitol Hill.
12:30 – 2 pm Poolside	Hosted Lunch – Southwestern BBQ Join NWRA for a hosted lunch featuring blackened flat iron steak, ancho chile chicken, locally grown corn on the cob, oven roasted potatoes, salad and desert.
2:00 pm – 3:30 pm Ballroom 1 & 2	Policy Priority Discussion / Strategy and Implementation Discussion Finalized State, Caucus and Task Force priorities. Begin conversations focused on strategy and policy implementation.
3:30 – 4 pm Ballroom 1 & 2 Foyer	Networking Break
4:00 pm – 5:00 pm Ballroom 1 & 2	Strategy and Implementation Discussion Session will focus on developing strategies to implement the policy priorities.
5 – 6 pm Queen Palm Courtyard	Networking Happy Hour



# 2019 Leadership Forum

Phoenix, Arizona

## Advocating for the Future of Water Infrastructure

Friday, January 11, 2019	
8 – 9:30 am	Strategy Session Recap & Continental Breakfast
Ballroom 1 & 2 Foyer	Review NWRA's priorities, implementation strategies, and outreach actions.
9:30 am	Hotel Check Out Break
10 am	Board Meeting
Ballroom 1 & 2	

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Director name: Gary Martin  
Meeting attended: Southern California Water Dialogue  
Date of meeting: January 23, 2019  
Location: Los Angeles County Hall of Administration, Los Angeles  
SCV Water Board meeting to be presented at: February 5, 2019

Theme of meeting: Can California Adapt to More Frequent Flooding and Drought?

Points of Interest:

1. SoCal Water Dialogue co-chairs Conner Everts and Dee Zinke provided opening statements, announcements and introductions.

2. Speaker one was Alex Hall, Professor, Department of Atmospheric and Ocean Sciences and Institute of the Environment and Sustainability; Director, Center for Climate Science, UCLA.

Professor Hall made a very compelling presentation on how climate change and warming has already affected water supply in California and what we can expect by mid-century and by the end of the century under 2 scenarios: a) no further climate change mitigation, i.e., “business as usual,” and b) mitigation efforts employed, such as implementation of the Paris agreement. Under scenario a), we should expect to have only 70% of normal snow pack by mid-century, and only 36% of normal snow pack by the end of the century. Under scenario b), we could expect 80% of normal snow pack by mid-century and 70% by the end of the century.

Professor Hall also provided a series of graphics illustrating the impact of climate change to precipitation amounts and timing of rain events in California for a) no climate change, b) current climate change effects, and c) climate change by the end of the century. In summary we should expect double the frequency of extremely wet years and more extremely dry years.

3. Speaker two was Stephanie Pincetl, Professor-in-Residence, Institute of the Environment and Sustainability; Director, California Center for Sustainable Communities, UCLA.

Professor Pincetl argued that existing water supply systems were not engineered for current conditions, and that surface and river flows are over-allocated under current rights, which she described as an “archaic separation of surface and groundwater rights.” Professor Pincetl pointed out that Los Angeles County has 228 water retailers, and that 38% of the County’s water is groundwater restricted to 300 rights holders. She also stated that there is anywhere from 850,000 to 1,200,000 acre-feet of “dewatered” basin space that is “utilizable.” According to the Professor, 630,000 acre-feet of storm water could be captured annually, and there is 530 MGD of available recycled water. The professor’s conclusion is that LA County could be largely water self-reliant if: 1) GW basins were “re-watered,” 2) domestic consumption was reduced to 75 GPD, and 3) outdoor landscaping was shifted to drought-tolerant native plants.

To accomplish this, Professor Pincetl proposed a “one water” future for LA County where water is managed on a County-wide basis, presumably by the County.

# Southern California Water Dialogue

[www.socalwaterdialogue.org](http://www.socalwaterdialogue.org)

## AGENDA

Meeting – Wednesday, January 23, 2019 12:00 noon – 1:30 pm

*LA County Hall of Administration, Room 739  
500 W. Temple St., Los Angeles*

Time	Agenda Item	Panelists	Notes
12:00 – 12:05	Opening Statement, Announcements and Introductions	<b>Conner Everts</b> , Southern California Watershed Alliance, Co-chair of the Water Dialogue  <b>Dee Zinke</b> , Asst. GM and Chief External Affairs Officer MWD, Co-chair of the Water Dialogue	Introductions and announcements
12:05 – 1:00	Can California Adapt to More Frequent Flooding and Drought?	<b>Alex Hall</b> , Professor, Dept. of Atmospheric and Oceanic Sciences and Institute of the Environment and Sustainability; Director, Center for Climate Science, UCLA  <b>Stephanie Pincetl</b> , Professor-in-Residence, Institute of the Environment and Sustainability; Director, California Center for Sustainable Communities, UCLA	Presentations
1:00 – 1:30	Dialogue		Discussion
1:25 – 1:30	Closing Remarks and Announcements	Co-chairs	Information

**The Dialogue will meet next on Wednesday, February 27, 2019. Location to be announced.**

Lynne Plambeck  
AB1234 Report

ITEM NO. 13.2
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Southern California Water Dialogue - January 23  
LA County Hall of Administration, Rm. 739  
500 W. Temple St., Los Angeles

**Subject - Can California Adapt to More Frequent Flooding and Drought?**

**Speakers:**

**Alex Hall**, Professor, Dept. of Atmospheric and Oceanic Sciences and Institute of the Environment and Sustainability; Director, Center for Climate Science, UCLA

**Stephanie Pincetl**, Professor-in-Residence, Institute of the Environment and Sustainability, UCLA;  
Director, California Center for Sustainable Communities, UCLA

Notes on Alex Hall's presentation –

If we were following the Paris Agreement the loss would be less (20% less)  
Reduction in average run off and change in time, by the end of the century – run off time will shift to dramatically earlier by a couple months  
Already having an impact by reducing snowpack and rainfall as much as 20% in 2017 from a simulation of what occurred decades ago per ucla modeling.  
Flashier water release from snow pack – challenges for flood control and storage  
We will use more water as it gets hotter.

Notes on Stephanie Pincetl's presentation

Talked about water that could be saved from storm water and what people are doing  
Said there is enough water as long as we change our way – identify ground water recharge areas, infiltrate storm water, conserve, and get rid of lawns.

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Director name: Gary Martin

Meeting attended: Arundo Removal Project Site Meeting w/ City of Santa Clarita

Date of meeting: January 24, 2019

Location: Santa Clara River near Bouquet Bridge

SCV Water Board meeting to be presented at: February 5, 2019

Points of Interest:

1. The City of Santa Clarita is currently conducting an Arundo removal project in the Santa Clara River bed near the Bouquet Bridge, downstream from the Saugus treatment plant effluent outfall. SCV Water was notified of the project and invited to a site presentation by Heather Merenda, the City's Project Manager. I attended along with Matt Stone, Steve Cole, Dirk Marks and Kathie Martin. The presentation was very informative and explained the process of removal of this non-native and very invasive species of plant that consumes large amounts of water from the riverbed. Heather also explained the post-removal treatment that is required to prevent re-growth of the Arundo. Our group was also introduced to the contractor performing the removal work and we were fitted with gloves and safety vests, and "allowed" to experience first-hand the labor-intensive effort needed for this work. I think we all came away with a new appreciation for the work the City is doing in our watershed to help preserve this valuable resource. I believe the estimated water loss in the entire watershed to non-native invasive plant growth is in the neighborhood of 20,000 ac-ft per year!

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