



NOTICE AND CALL OF SPECIAL MEETING

Notice is hereby given that I, WILLIAM C. COOPER, President of the Board of Directors of the Santa Clarita Valley Water Agency, have called a SPECIAL MEETING of the Agency's Board of Directors.

Said SPECIAL MEETING of the Board to be held on:

MONDAY, JANUARY 7, 2019 AT 6:30 P.M.

Held At

Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, California 91350
Rio Vista Water Treatment Plant Board and Training Room

And Teleconference Site Located At

Residence of Directors Ed and Kathy Colley
100 Hebgen Mountain Road
West Yellowstone, Mt 59748
(661) 378-4748

Enclosed with and as part of this Notice and Call is an Agenda for the meeting.

Signed: 
William C. Cooper, President

Date: 12/18/18

Posted December 28, 2018.

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**SANTA CLARITA VALLEY WATER AGENCY
SPECIAL BOARD MEETING AGENDA
27234 BOUQUET CANYON ROAD
SANTA CLARITA, CA 91350
RIO VISTA WATER TREATMENT PLANT BOARDROOM
MONDAY, JANUARY 7, 2019 AT 6:30 PM**

AND TELECONFERENCE SITE LOCATED AT

**RESIDENCE OF DIRECTORS ED AND KATHY COLLEY
100 HEBGEN MOUNTAIN ROAD
WEST YELLOWSTONE, MT 59748
(661) 378-4748**

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. *	Consider and Approve a Resolution Appointing the Los Angeles County Waterworks District No. 36, Val Verde Nomination of Dante Acosta to the Santa Clarita Valley Water Agency Board of Directors	7
5.2.	Oath of Office to Dante Acosta Los Angeles County Waterworks District No. 36 Director (If Appointed)	
5.3.	Discussion and Approval of Term of Office for President and Vice President(s) and Discussion and Approval of One or Two Vice President(s)	

5. SPECIAL PROCEDURES (CONT.) PAGE

5.4.	Election of President and Vice President(s)	
5.5.	Directors' Seating Selections at the Board Table	

6. CONSENT CALENDAR PAGE

6.1. *	Approve Minutes of the SCV Water December 18, 2018 Regular Board of Directors Meeting	35
6.2. *	Approve a Resolution to Enter into a Contract with X-act Technology Solutions, Inc. for As-Needed Information Technology Support Services	45
6.3. *	Approve Re-adopting the Investment Policy	111
6.4. *	Approve Entering Into a New Contract with Fieldman Rolapp & Associates for Financial Advisor Services	123
6.5. *	Approve Receiving and Filing of the October 2018 Monthly Financial Report	143
6.6. *	Approve a Resolution for the Negotiated Tax Exchange to the County of Los Angeles Lighting Maintenance District 1687 for Annexation of Project Tract No. 52796, Tax Rate Area 06820	251

7. ACTION ITEMS FOR APPROVAL PAGE

7.1. *	Approve a Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for a New Financial Management System – PowerPoint – 10 Minutes	261
7.2. *	Approve a Resolution Authorizing Amendment No. 21 (Contract Extension Amendment) to the 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	293
7.3. *	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	431

8. GENERAL MANAGER'S REPORT ON ACTIVITIES, PROJECTS AND PROGRAMS

9. COMMITTEE MEETING RECAP REPORTS FOR INFORMATIONAL PURPOSES ONLY PAGE

9.1. *	December 5, 2018 Special Water Resources and Watershed Committee Meeting Report	485
9.2. *	December 17, 2018 Finance and Administration Committee Meeting Report	489

10. WRITTEN REPORTS FOR INFORMATIONAL PURPOSES ONLY PAGE

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10.3.*	Treatment, Distribution, Operations and Maintenance Section Report	505
10.4.*	Water Resources and Outreach Section Report	515
10.5.*	Committee Planning Calendars	525

11. PRESIDENT'S REPORT

12. AB 1234 WRITTEN AND VERBAL REPORTS PAGE

12.1	AB 1234 Reports	
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13. DIRECTORS REPORT

14. DIRECTORS REQUEST FOR APPROVAL TO ATTEND UPCOMING CONFERENCES/EVENTS

15. REQUEST FOR FUTURE AGENDA ITEMS

16. 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.

January 7, 2019
Page 4 of 4

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 December 28, 2018.

MBS



STATEMENT OF PROCEEDINGS FOR THE
REGULAR MEETING OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES HELD IN ROOM 381B
OF THE KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

Tuesday, December 11, 2018

9:30 AM

45-A. Santa Clarita Valley Water Agency Nomination

Recommendation as submitted by Supervisor Barger: Nominate Mr. Dante Acosta to represent County Waterworks District No. 36, Val Verde, as the successor appointed Director to the Board of Directors of the Santa Clarita Valley Water Agency; and adopt a resolution submitting Mr. Acosta's name to the Santa Clarita Valley Water Agency for appointment as the successor appointed Director to the Board of Directors. (18-7811)

On motion of Supervisor Barger, seconded by Supervisor Solis, this item was adopted.

Ayes: 5 - Supervisor Solis, Supervisor Ridley-Thomas, Supervisor Kuehl, Supervisor Barger and Supervisor Hahn

Attachments: [Motion by Supervisor Barger](#)

The foregoing is a fair statement of the proceedings of the regular meeting held December 11, 2018, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Celia Zavala, Executive Officer
Executive Officer-Clerk
of the Board of Supervisors

By

A handwritten signature in cursive script, appearing to read "Celia Zavala", is written over a horizontal line.

Celia Zavala
Executive Officer

MOTION BY SUPERVISOR KATHRYN BARGER

DECEMBER 11, 2018

SANTA CLARITA VALLEY WATER AGENCY NOMINATION

The Castaic Lake Water Agency was dissolved by the State of California Legislature on January 1, 2018, pursuant to the Santa Clarita Valley Water Agency Act (Act"), and was replaced by a new governmental agency, the Santa Clarita Valley Water Agency ("SCVWA"). The State legislature further appointed the then-existing directors of the Board of Directors of Castaic Lake Water Agency to the Board of Directors of SCVWA with terms that expire on January 1, 2019. The State legislature set forth procedures to the determine the composition of the SCVWA Board of Directors, which provide (among other things) that Los Angeles County Waterworks District No. 36, Val Verde ("the purveyor"), is responsible for nominating the "successor appointed director" to the SCVWA Board of Directors. The Los Angeles County Board of Supervisors ("Board") is the governing body of the "purveyor," Los Angeles County Waterworks District No. 36, Val Verde. A nominee of the purveyor may be a director, officer, agent, or employee of the purveyor and shall be a registered voter within the County of Los Angeles or the County of Ventura. The Director of Public Works is requesting that the Board nominate Mr. Dante Acosta to represent the Los Angeles County Waterworks District No. 36, Val Verde, as the successor appointed Director to the Board of the Santa Clarita Valley Water Agency. Mr. Acosta is very knowledgeable and has many years of extensive experience in the water supply field and meets the criteria of the Act.

- M O R E -

MOTION

SOLIS _____

RIDLEY-THOMAS _____

KUEHL _____

BARGER _____

HAHN _____

I, THEREFORE, MOVE THAT THE BOARD OF SUPERVISORS:

1. Nominate Mr. Dante Acosta to represent the Los Angeles County Waterworks District No. 36, Val Verde, as the successor appointed Director to the Board of Directors of the Santa Clarita Valley Water Agency.
2. Adopt the Resolution submitting Mr. Acosta's name to the Santa Clarita Valley Water Agency for appointment as the successor appointed Director to the Board of Directors.
3. Find that the actions set forth in this motion are not a project pursuant to the California Environmental Quality Act as the proposed actions do not constitute a project and are exempt from review under the State California Environmental Quality Act Guidelines, Sections 15378(b)(5) and 15061(b)(3).

#

KB:cpo
scvwanominationdante121118

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, CALIFORNIA, NOMINATING
DANTE ACOSTA TO SERVE AS THE SUCCESSOR APPOINTED DIRECTOR OF
THE SANTA CLARITA VALLEY WATER AGENCY REPRESENTING
LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 36, VAL VERDE**

WHEREAS, the Santa Clarita Valley Water Agency Act ("Act") authorizes the County of Los Angeles Board of Supervisors ("Board"), as the governing body of the Los Angeles County Waterworks District No. 36, Val Verde ("District") (the Act also refers to the District as the "purveyor"), to nominate a person to serve as the "successor appointed" Director to the Board of Directors of the Santa Clarita Valley Water Agency ("SCVWA");

WHEREAS, Mr. Dante Acosta was nominated to serve as Director on the Santa Clarita Valley Water Agency ("SCVWA") on December 11, 2018;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Los Angeles, on behalf of the District, and as authorized by the Act, does hereby nominate Mr. Dante Acosta as the successor appointed Director to the Board of Directors of the SCVWA.

BE IT FURTHER RESOLVED that the Executive Officer of the Board of Supervisors be instructed to notify the Santa Clarita Valley Water Agency of this action.

The foregoing Resolution was on the 11th day of DECEMBER, 2018, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts.



CELIA ZAVALA
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By *Danya Ruiz*
Deputy

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By *Mary C. Wickham*
Deputy

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ATTACHMENT 2

RESOLUTION NO. _____

**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 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.

President

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April Jacobs

From: Bill Michaelis <bmi1965@gmail.com>
Sent: Tuesday, December 18, 2018 6:27 PM
To: April Jacobs
Subject: Dante Acosta appointment

Please let this email express my support for Dante Acosta's appointment to the Santa Clarita Valley Water Board. He is a faithful public servant and I believe he would add a rational and thoughtful perspective to the board.

Sincerely,
Bill & Tracy Michaelis
27921 Camp Plenty Rd
Canyon Country, CA 91351
661-510-4577

April Jacobs

From: Kathie Martin
Sent: Tuesday, December 18, 2018 6:57 PM
To: April Jacobs
Subject: Fwd: Support of Dante Acosta nomination to board for SCV Water...

Received a few minutes ago.

Sent from my iPad

Begin forwarded message:

From: Ed Masterson <edmasterson@sosentertainment.com>
Date: December 18, 2018 at 6:41:37 PM PST
To: Kathie Martin <kmartin@scvwa.org>
Cc: Kathy Norris <kathy@via.org>, Teresa Todd <ttodd@pointofviewcommunications.com>, Sandy Sanchez <Sandy.Sanchez@fivepoint.com>
Subject: Support of Dante Acosta nomination to board for SCV Water...

Hi, Kathie,

If this email reaches you in time would you be kind enough to enter it into the record for tonight's board meeting?

To: SCV Water Board of Directors
Re: Dante Acosta appointment to Board of Directors
Board Meeting: Tuesday, December 18, 2018

As a current resident of the City of Santa Clarita and the immediate past Chairman of the Board for Valley Industry Association, I am writing in support of Dante Acosta's nomination by County of Los Angeles, 5th District Supervisor, Kathryn Barger, and the approval of Supervisor Barger's motion by the other members of the County of Los Angeles Board of Supervisors, regarding Mr. Acosta's appointment to the agency Board of Directors for SCV Water...

In addition to his stellar work as a member the California State Assembly representing the 38th Assembly District, Mr. Acosta also served as a member of the state's Natural Resources Committee during his time in the Assembly, and consistently showed his leadership skills as an elected official willing to work across the aisle and beyond the boundaries of party affiliations... Mr. Acosta's hard work, dedication and leadership on behalf of our community has also been on display during his time as a City Council member for the City of Santa Clarita...

I have known Dante Acosta for 13 years and have always known him to be a man of great character, trust and integrity... I respectfully urge you to approve Mr. Acosta's appointment to the Board of Directors for SC Water... Thank you...

Best regards,

Ed Masterson



San Diego * Los Angeles * San Jose * Las Vegas

p: 800.632.1767 / **m:** 661.510.5333

S: www.sosentertainment.com **e:** edmasterson@sosentertainment.com

April Jacobs

From: Mike Ripling <mikeripling@gmail.com>
Sent: Tuesday, December 18, 2018 7:17 PM
To: April Jacobs
Subject: Dante's Appointment to Water Board

We support Dante Acosta for Water Board!

Thanks so much!

Mike & Pam Ripling

661 255-1392

April Jacobs

From: larry parsons <larry@steeletech.net>
Sent: Wednesday, December 19, 2018 9:31 AM
To: April Jacobs
Subject: Dante Acosta

I highly support this appointment.

The experience he gained as an assembly member, seeing water issues at a state level will bring the necessary expertise we need on this board.

I hope he will be appointed soon.

Regards,

Larry S Parsons
Steele Tech Inc.
818 523 4544, cell

C.S. Lewis, "You are never too old to set another goal or to dream a new dream."

April Jacobs

From: Roger Seaver <seaverre@henrymayo.com>
Sent: Wednesday, December 19, 2018 5:34 PM
To: April Jacobs
Subject: Dante Acosta Appointment to the Water Agency

I would like to be in attendance at the meeting this evening to voice my support for the appointment of Dante Acosta as advanced by Supervisor Barger. Dante's knowledge of the Santa Clarita Valley and his experience in the State Legislature will provide background competencies that make him a valued member of the Board. I was pleased to have Dante support many positions that I have advocated for healthcare legislation or regulation in California. His thoughtful listening, his effort at being fully informed and his respectful professional approach to colleagues in the Legislature always provided our best advocacy position. I am sure he will be a very valuable part of the Agency Board.

Thanks for your consideration.

Roger E. Seaver, FACHE

President & CEO

Mayo Newhall Hospital | 23845 McBean Parkway, Valencia, CA 91355

Tel: 661.200.1021 | Fax: 661.200.1049

henrymayo.com



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April Jacobs

From: larry parsons <larry@steeletech.net>
Sent: Thursday, December 20, 2018 8:19 AM
To: April Jacobs
Subject: RE: Dante Acosta

Very disappointed in delaying his vote. He came highly recommended.
The election is over. Please vote him in and let's move on.

Larry S Parsons
Steele Tech Inc.
818 523 4544, cell

C.S. Lewis, "You are never too old to set another goal or to dream a new dream."

From: April Jacobs [mailto:ajacobs@scvwa.org]
Sent: Wednesday, December 19, 2018 4:18 PM
To: larry parsons <larry@steeletech.net>
Subject: RE: Dante Acosta

Your email has been received. Thank you.

From: larry parsons [mailto:larry@steeletech.net]
Sent: Wednesday, December 19, 2018 9:31 AM
To: April Jacobs <ajacobs@scvwa.org>
Subject: Dante Acosta

I highly support this appointment.
The experience he gained as an assembly member, seeing water issues at a state level will bring the necessary expertise we need on this board.
I hope he will be appointed soon.
Regards,

Larry S Parsons
Steele Tech Inc.
818 523 4544, cell

C.S. Lewis, "You are never too old to set another goal or to dream a new dream."

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April Jacobs

From: Bonnie Blackwell-Nikolai <bonnienikolai@outlook.com>
Sent: Tuesday, December 18, 2018 5:11 PM
To: April Jacobs
Subject: Opposing the appointment of Dante Acosta

Dear Board Members,

My name is Bonnie Nikolai. Until last month, I was a Val Verde resident of ten years. I served a four-year term on the Castaic Area Town Council as one of Val Verde's Council members. I am asking the Board of the Santa Clarita Water Agency to vote against appointing Dante Acosta to serve as the Representative for District 36. When he was an Assemblyman, Mr. Acosta did not meet with representatives of Val Verde for the four years I was a councilwoman. He didn't seem to show interest or favor to Val Verde, which as you know sits within District 36. He has never expressed an interest in serving on the Water Board. I believe he is looking at this position as a placeholder while he campaigns for a higher office. The Castaic Area Town Council was not notified or consulted about the replacement for the current Representative of District 36.

I request that this position be filled by someone within District 36. I request that it be someone who has a real interest in serving on the SCWA, knowledge of the District 36 well, how the well came to be, and what the well means to Val Verde and Hasley Canyon.

Thank you,
Bonnie Nikolai

April Jacobs

From: Jeremiah Dockray <jdockray@gmail.com>
Sent: Tuesday, December 18, 2018 5:19 PM
To: April Jacobs
Subject: Water Board Brown Act Violation - Item 5 on tonight's agenda

Ms. Jacobs,

I want to register my disappointment in the appointment of Mr. Acosta to the water board for District 36. Mr. Acosta has no true experience with what needs to be done here, and appears to be getting favors for efforts in the past to help along rule changes in Sacramento that have favored the current controversial structure of this board. This position should not be a consolation prize nor a resume builder for future bids at holding office.

It is especially troubling that your agenda makes no mention of who is nominated for this position, which is a Brown Act violation and the appearance of trying to slide this by the people of District 36...who were not consulted or given any say in this nomination (which is how this has been done in the past).

I call on the board to reject this nomination and hold out for a nominee who will better serve the people of District 36 with experience, integrity, and no whiff of political favors.

Thank you,

Jeremiah Dockray
Region 2 Rep (Val Verde)
Castaic Area Town Council

April Jacobs

From: Reese Jensen <reese.jensen.359@gmail.com>
Sent: Tuesday, December 18, 2018 5:23 PM
To: April Jacobs
Subject: Dante Acosta

Hi,

I am writing as a resident of Santa Clarita and customer of the SCV Water Agency to express my absolute opposition to the proposed appointment of Dante Acosta to the SCVWA board. I am deeply concerned about Acosta's ability to fulfill the role, his commitment to serving his full term, and potential litigation for Brown Act violations via the improper noticing of Acosta's proposed appointment prior to tonight's meeting.

I urge all involved parties to reject and oppose his appointment.

Thank you,

Reese Jensen

April Jacobs

From: Susie V Kaufman <susievkaufman@gmail.com>
Sent: Tuesday, December 18, 2018 5:25 PM
To: April Jacobs
Subject: Acosta Appointment

Hello,

I am writing as a resident of Santa Clarita and user of the water agency. I am writing to express my absolute opposition to the proposed appointment of Dante Acosta to the SCVWA Board. Acosta has no proven history or record to show he qualifies for the position of water board. I urge all members to vote no on his appointment.

Thank you,
Susie V. Kaufman

April Jacobs

From: Henry ouzounyan <anubishouse223@gmail.com>
Sent: Tuesday, December 18, 2018 5:26 PM
To: April Jacobs
Subject: Postpone the Vote

Hi,

I am writing as a resident of Santa Clarita and customer of the SCV Water Agency to express my absolute opposition to the proposed appointment of Dante Acosta to the SCVWA board. I am deeply concerned about Acosta's ability to fulfill the role, his commitment to serving his full term, and potential litigation for Brown Act violations via the improper noticing of Acosta's proposed appointment prior to tonight's meeting.

I urge all involved parties to reject and oppose his appointment.

Thank you,

Henry Ouzounyan

April Jacobs

From: David Fencil <dfencil@gmail.com>
Sent: Tuesday, December 18, 2018 10:13 PM
To: April Jacobs
Subject: Opposed to Acosta

I am opposed to appointing Dante Acosta to the water board. Appoint someone with experience and without a history of voting against water conservation.

David Fencil

--

LLAP
Dave Fencil
661.645.9997



Virus-free. www.avg.com

April Jacobs

From: Daryl Mendelson <Hysterium@SBCGlobal.Net>
Sent: Wednesday, December 19, 2018 12:58 AM
To: April Jacobs
Subject: I Oppose Dante Acosta As Member of Santa Clarita Valley Water Agency

Dear Secretary April Jacobs –

As a longtime resident of the Santa Clarita Valley, a Registered Environmental Health Specialist with the Calif. Dept. of Health Services and an alumnus of Calif. State University Northridge with an MS in Health Science with a specialty in Environmental / Occupational Health, I stringently oppose Kathryn Barger appointing Dante Acosta to a director's seat of the Santa Clarita Valley Water Agency.

The issues that face all populations including our own with respect to water (Rights, Treatment, Distribution, etc.) are exceptionally complicated. It takes much experience, academically and experientially to be an intelligent steward of this precious commodity of ours. From what I have read about Mr. Acosta, he is uniquely unqualified to work with or come to conclusions about these important matters. There is a vast population of more qualified candidates out there and I recommend Ms. Barger look to these. We cannot afford to have such gross inexperience contribute to the decision making future of our this precious resource that we all rely on to live.

Sincerely,
Daryl Mendelson

April Jacobs

From: Janet Long <janetlong@inbox.com>
Sent: Wednesday, December 19, 2018 11:41 AM
To: April Jacobs
Subject: Acosta appointment

Hello and thank you for your service. A quick note to urge the board to give weight to expertise in choosing appointments, especially to entities with decision-making powers in technical agencies where executive or administrative experience is not enough. I can see no reason to appoint Mr. Acosta other than as a political favor. Such an appointment by the board at the request of Supervisor Barger gives the SCV Water Agency the appearance of being an obscure source of booby prizes for unpopular politicians.

April Jacobs

From: Kathie Martin
Sent: Thursday, December 20, 2018 5:13 PM
To: April Jacobs
Subject: Fw: New submission from SCV Water Website Contact Form

Acosta comment.

From: chris@ballcm.com <chris@ballcm.com>
Sent: Thursday, December 20, 2018 5:02:26 PM
To: Kathie Martin
Subject: New submission from SCV Water Website Contact Form

Name

Chris Ball

Email

chris@ballcm.com

Subject

Dante Acosta

Message

I AM OPPOSED TO DANTE ACOSTA BEING ON THE WATER BOARD.

Chris Ball
16612 Sierra Hwy.
Canyon Country, CA 91351

April Jacobs

From: Brian Folsom
Sent: Wednesday, December 26, 2018 11:04 AM
To: Matt Stone
Cc: Steve Cole; April Jacobs
Subject: Fwd: I have suspicious concerns about Mrs. Barger and her appointment of Mr. Acosta to be the Head of the Water Board for LACWD Water District #36(Val Verde and Hasley Canyon)

FYI.

Sent from my iPhone

Begin forwarded message:

From: Malcom Tate <gmtatescv@yahoo.com>
Date: December 26, 2018 at 11:55:46 AM MST
To: "seconddistrict@bos.lacounty.gov" <seconddistrict@bos.lacounty.gov>
Cc: "firstdistrict@bos.lacounty.gov" <firstdistrict@bos.lacounty.gov>, "fourthdistrict@bos.lacounty.gov" <fourthdistrict@bos.lacounty.gov>, "Sheila@bos.lacounty.gov" <Sheila@bos.lacounty.gov>, "bfolsom@scvwa.org" <bfolsom@scvwa.org>
Subject: **I have suspicious concerns about Mrs. Barger and her appointment of Mr. Acosta to be the Head of the Water Board for LACWD Water District #36(Val Verde and Hasley Canyon)**

Hello Respected Supervisors,

My name is **Gavin Malcolm Tate, I am a resident living in Val Verde under the Fifth District Supervised by Mrs. Barger.** For the past 9 months, I have been collecting evidence that suggests the Chiquita Canyon Landfill, located off the 126 freeway and 500 yards from my house, has polluted the surrounding water tables with Heavy Metal from Consumer Electronic waste and is the cause for Val Verde and Hasley Canyon becoming a Large Cancer Cluster red zone.

Water District #36, again which includes Val Verde and Hasley Canyon, is responsible for providing residents in these areas with primary drinking water as stated on the LACWD website. Primary Drinking water that is required to follow the EPA's National Primary Drinking Water Regulations. The water quality report for District 36 states that the water is safe and okay for residents to consume and bath in. The evidence I have gathered suggests the water quality report is false. **Eurofins Calscience** is the laboratory that tests the water and is located in the city of commerce in LA.

The Chiquita Canyon Landfill has its soil and wells checked by **RTFA geological** and the report they published also states that the water in the area is okay with minimal toxins and pollutants. RTFA is located in Burbank I believe.

The evidence I have gathered includes two **HTMA** toxin tests from residents living in Val Verde(My mothers and My dogs) which both prove that they are suffering from levels of Heavy Metal Poisoning. It should be noted that my mother is just finally getting over her second encounter of Breast Cancer with no genetic markers as proved by UCLA Health and my dog Spike has been showing signs of organ failure for the past 2 months now. I also possess over 15 field tests using a **TEST ASSURED HEAVY METAL IN WATER TEST STRIP** testing

municipal tap water in peoples homes along with a legal document of verification from the owners of these homes that prove I conducted the tests and they witnessed and are willing to verify in court, and finally an incomplete list of illnesses that can be explained with the conclusion of these individuals were exposed to toxic elements and possibly toxic chemicals.

My theory is that Waste Connections has **paid off both firms to Falsify reports** so they could keep Chiquita Canyon in operations. This would not be too far-fetched as just this year another Eurofins Facility, Eurofins QC located in Pennsylvania, was caught and fined for falsifying reports due to the General manager of the facility failing to file taxes.

A few weeks ago on 12/10/18, I submitted a copy of my evidence to Mrs. Barger's organizations asking them to look into it immediately and since then her organization has been a complete let to me. Her organization has stopped returning my calls, nothing has happened in 3 weeks, I have noticed and documented a visible increase in the number of waste-water management trucks coming and going from the landfill(Which used to be very little to no activity), and to top it off, 4 days after I submitted my evidence she appointed **Dante Acosta To the Head of the Water Board for District #36**. Dante Acosta has no business being head of the water board, he has no background in Science, too much political baggage, a track record of being insufficient with public funds and is against water conservation which is critical in the future of our community.

All of this along with the Fact that Mrs. Barger received money From Chiquita Canyon in her election Campaign creates nothing but hostile concern in my mind.

I believe Mrs. Barger holds her seat as a supervisor with nothing but her own gain in mind and does not care about the people of Val Verde and Hasley Canyon. I have similar thoughts of Mr. Acosta as well.

I hope you and your loved ones all had a Happy Holidays, and I hope 2019 will be a new and better year than 2018 has been.

Please help me Help my family and my town.

Sincerely, Gavin Malcolm Tate

P.S. It should be noted that if the water is toxic, it would be a direct violation of Prop 65.

April Jacobs

From: Natalie Alcaras <d_alcaras@sbcglobal.net>
Sent: Friday, December 28, 2018 7:28 AM
To: April Jacobs
Subject: Acosta appointment

Dear Supervisor Barger,

We are writing to express our concern at the nomination of Dante Acosta to represent Castaic and Val Verde to the SCV Water Board. This is an extremely important position to residents of these communities and the need to have our interests represented not by a qualified, knowledgeable person not a politician who has been voted out of office is what we deserve and demand. The future of our community and our water supply is not for sale to the highest bidder or largest developer. The former person in this position, Mr. Efatathiou, was an appropriate choice. This action will be a major issue in the next election cycle for your office.

Thank you,

Dr. and Mrs. David Alcaras

Sent from my iPad

Minutes of the Regular Meeting of the Board of Directors of the Santa Clarita Valley Water Agency – December 18, 2018

A regular 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 Tuesday, December 18, 2018. A copy of the Agenda is inserted in the Minute Book of the Agency preceding these minutes.

DIRECTORS PRESENT: B. J. Atkins, Tom Campbell, Ed Colley, Kathy Colley, William Cooper, Robert DiPrimio, Dean Efstathiou, Maria Gutzeit, R. J. Kelly (Via Teleconference Site), Gary Martin, Dan Mortensen and Lynne Plambeck were in attendance.

DIRECTORS ABSENT: Jerry Gladbach and Jacque McMillan.

Also present: Matthew Stone, General Manager; Tom Bunn, General Counsel; April Jacobs, Board Secretary; Steve Cole, Assistant General Manager; Eric Campbell, Chief Financial and Administrative Officer; Keith Abercrombie Chief Operating Officer; Rochelle Patterson, Director of Finance and Administration; Brian Folsom, Chief Engineer; Jason Yim, Principal Engineer; Dirk Marks, Director of Water Resources; Jeff Herbert, Senior IT Technician; Kathie Martin, Public Information Officer; Terri Bell, Administrative Assistant; several members of the SCV Water staff; Stephanie English, Santa Clarita Valley Senior Deputy and Fire Deputy for Supervisor Kathryn Barger; Hunt Braly, Poole and Shaffery, LLP; and members of the public.

President Cooper called the meeting to order at 6:34 PM. A quorum was present.

Upon motion of Director Martin, seconded by Director Campbell and carried, the Agenda was approved 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 Efstathiou	Yes	Director Gladbach	Absent
Vice President Gutzeit	Yes	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

On December 17, 2018, the SCV Water Agency received the Los Angeles County Board of Supervisors nomination appointing Dante Acosta to the SCV Water Agency Board of Directors. The nomination and resolution were posted and emailed on December 17, 2018 and handed out at the December 18, 2018 SCV Water regular Board meeting.

Public comments were received regarding the nomination of Dante Acosta. The Board discussed the nomination and by motion of Vice President Gutzeit, seconded by Director Plambeck and carried, the Board tabled item 5.1., the consideration of the Los Angeles County Waterworks District 36 Board appointment of Dante Acosta, to allow for a meeting/discussion with Supervisor Barger regarding (1) a potential merger with Los Angeles County Waterworks District 36 and/or (2) eliminating the appointed position, by the following roll call votes (Item 5.1).

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

By motion of President Cooper, seconded by Vice President Kelly, the Board voted to move the January 1, 2019 regular Board meeting to January 7, 2019 by the following roll call votes (Item 5.1.):

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

President Cooper called for a recess at 8:44 PM. The meeting was reconvened at 8:52 PM.

Upon motion of Director Mortensen, seconded by Director K. Colley and carried, the Board approved the Consent Calendar excluding Item 6.2, which was pulled and voted on separately, by the following roll call votes (Item 6):

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

Upon motion of Director Campbell, seconded by Director Martin and carried, the Board approved Resolution No. SCV-79 approving the amended Santa Clarita Valley Water Agency Conflict of Interest Code, with a review of and reporting back to the Board pertaining to the Board Secretary assigned Disclosure Categories, by the following roll call votes (Item 6.2):

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

RESOLUTION NO. SCV-79

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SANTA CLARITA VALLEY WATER AGENCY ADOPTING AN
AMENDED CONFLICT OF INTEREST CODE PURSUANT TO
THE POLITICAL REFORM ACT OF 1974**

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees and consultants of the Santa Clarita Valley Water Agency ("SCVWA") and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the Board of Directors adopted a Conflict of Interest Code (the "Code") for SCVWA in compliance with the Act which was amended December 13, 2017; and

WHEREAS, subject to changed circumstances within SCVWA have made it advisable and necessary pursuant to Sections 87306 and 87307 of the Act to amend and update SCVWA's Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief which could result in SCVWA being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, of consideration by the Board of Directors of, the proposed amended Code was provided each affected designated employee and publicly posted for review at the SCVWA Administration Building at 27234 Bouquet Canyon Road, Santa Clarita, California, establishing a 45-day comment period in compliance with Title 2, California Code of Regulations, Section 18750; and

WHEREAS, a public meeting was held upon the proposed amended Code at a regular meeting of the Board of Directors of SCVWA on December 18, 2018, at which all present were given an opportunity to be heard on the proposed amended Code.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Santa Clarita Valley Water Agency as follows:

- Section 1.** The Board of Directors does hereby adopt the proposed amended Conflict of Interest Code, a copy of which is attached hereto and shall be on file with the Board Secretary and available to the public for inspection and copying during regular business hours.
- Section 2.** The said amended Code shall be submitted to the Fair Political Practices Commission for approval.
- Section 3.** The said amended Code shall become effective immediately after the Fair Political Practices Commission approves the proposed amended Code as submitted.

Upon motion of Director Efstathiou, seconded by Director Martin and carried, the Board authorized the General Manager to (1) execute Change Order Number 7 to the contract with GSE Construction Company, Inc. to increase the construction contract amount by \$84,909 to \$2,951,759 for the Foothill Feeder Connection Project; (2) execute an amendment to Work Authorization E1617-036 with Vali Cooper & Associates, Inc., with a budget increase of \$95,100 for a total not to exceed a total authorization of \$694,600 for Construction Management Services for the Foothill Feeder Connection Project; and (3) execute a budget adjustment to increase the budget of Work Authorization No. 07-055 by \$165,000 for a total of \$1,280,000 for the Metropolitan Water District of Southern California to provide services for the Foothill Feeder Pipeline Connection Project by the following roll call votes (Item 7.1):

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

Upon motion of Director E. Colley, seconded by Director Efstathiou and carried, the Board (1) approved Resolution No. SCV-80 awarding funding in an amount not to exceed \$3,269,978.85 for construction costs and an amount not to exceed \$244,000 for construction management and miscellaneous costs to The Newhall Land and Farming Company, LLC, as well as, authorized the General Manager to execute construction change orders up to ten percent (10%) of the original construction contract with details of all change orders being reported to the Board of Directors, and execute a work authorization with Kennedy/Jenks Consultants for an amount not to exceed \$287,000 for inspection services during construction of the Magic Mountain Pipeline Phase 5 project by the following roll call votes (Item 7.2):

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

RESOLUTION NO. SCV-80

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SANTA CLARITA VALLEY WATER AGENCY
APPROVING FUNDING FOR CONSTRUCTION CONTRACT
AND CONSTRUCTION MANAGEMENT
TO THE NEWHALL LAND AND FARMING COMPANY, LLC,
FOR THE MAGIC MOUNTAIN PIPELINE PHASE 5 PROJECT**

WHEREAS, Santa Clarita Valley Water Agency (SCVWA) desires to take steps to increase the reliability of its existing water system; and

WHEREAS, SCVWA's Capital Improvement Program includes new pipelines to extend the Agency's existing Magic Mountain Pipeline to the future Magic Mountain Reservoir, located in The Newhall Land and Farming Company, LLC, (Newhall Land)'s Mission Village project; and

WHEREAS, Newhall Land is constructing the Mission Village project, and would like to install/construct SCVWA's new pipelines in three phases, Magic Mountain Pipeline Phases 4-6, as part of Newhall Land's road improvements, subject to SCVWA's reimbursement; and

WHEREAS, any agreement with Newhall Land regarding the Mission Village project is independent of SCVWA's pre-existing plans to construct the pipeline as part of SCVWA's Capital Improvement Program to ensure a reliable supply of water; and

WHEREAS, Castaic Lake Water Agency (CLWA), as a CEQA Responsible Agency, filed the Notice of Determination with the Los Angeles County Clerk's Office and the State Clearinghouse on February 24, 2015 and there are no substantial changes to the project, and no further CEQA documentation is necessary for the Board to act with regards to the proposed actions; and

WHEREAS, the General Manager executed the Magic Mountain Water Pipeline Installation Agreement with Newhall Land for the construction of the Magic Mountain Pipeline Phases 4-6 on August 1, 2018; and

WHEREAS, all bid proposals submitted to the Newhall Land, pursuant to the Magic Mountain Water Pipeline Installation Agreement, and the Agency's construction contract documents, as amended by Addenda, were received by Newhall Land on Monday, November 26, 2018 by 4:00 p.m., in full accordance with the law and the Newhall Land and Farming Company's customary procedures; and

WHEREAS, the Board of Directors finds, after considering the opinion of staff, that the total bid of Toro Enterprises Inc. in the amount of \$3,269,978.85 is the lowest responsible bid of three bids submitted, and that said bid substantially meets the requirements of said construction contract documents as amended by Addenda; and

WHEREAS, the Agency's Purchasing Policy allows the General Manager to approve change orders up to four percent (4%) of the original contract amount and the Board of Directors may grant a different change authority on a project-specific basis; and

WHEREAS, it is in the Agency's best interest that the Board of Directors change the General Manger's Change Order Authority for this project from four percent (4%) to ten percent (10%).

WHEREAS, under the terms of the Magic Mountain Water Pipeline Installation Agreement, Newhall Land will perform the construction management and miscellaneous construction support services for this project in an amount not to exceed \$244,000.

NOW, THEREFORE, BE IT RESOLVED that the Agency's Board of Directors does authorize its General Manager to accept said low bid and does thereafter authorize the Agency's General Manager or its Chief Engineer to approve the funding to Newhall Land for a reimbursement to Toro Enterprises Inc., hereby found to be the "lowest responsible bidder" for the Magic Mountain Pipeline Phase 5 Project pursuant to said Agency's construction contract documents as amended by Addenda for a total construction budget not to exceed \$3,269,978.85.

RESOLVED FURTHER that the Agency's Board of Directors does authorize its General Manager or its Chief Engineer to approve change orders up to ten percent (10%) of the original construction contract amount for the Magic Mountain Pipeline Phase 5 Project with details of all construction change orders being reported to the Board of Directors.

RESOLVED FURTHER that the Agency's Board of Directors does authorize its General Manager or its Chief Engineer to approve the funding to Newhall Land for construction management and miscellaneous construction support services for the Magic Mountain Pipeline Phase 5 Project pursuant to the Magic Mountain Water Pipeline Installation Agreement in an amount not to exceed \$244,000.

The General Manager gave a brief update on the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary Voluntary Settlement Agreement which was handed out for Board information, gave an update on his meeting with the Finance Authority on Friday, December 14, 2018 and discussed the December 31, 2018 expiration of Fieldman Rolapp and Associates, Inc.'s contract and a potential for an extension/renewal of the contract. It was agreed that the item would go to the January 7, 2019 special Board meeting for consideration and approval (Item 8).

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

The President thanked the Board for attending the December 6, 2018 Holiday Party (Item 10).

There were no AB 1234 Reports (Item 11).

There were no Director Reports (Item 12).

There were no Director requests for attendance for upcoming conferences/events (Item 13).

Upon motion of President Cooper, seconded by Director DiPrimio and carried, the Board approved the revised Resolution No.SCV-78 honoring Dean Efstathiou for his distinguished service to the Boards of Castaic Lake Water Agency and Santa Clarita Valley Water Agency by the following roll call votes (Item 14.1):

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

RESOLUTION NO. SCV- 78

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SANTA CLARITA VALLEY WATER AGENCY
HONORING AND COMMENDING DEAN EFSTATHIOU
FOR HIS SERVICE AND DEDICATION**

WHEREAS, Dean Efstathiou served on the Castaic Lake Water Agency Board of Directors as an appointed Director for the Los Angeles County Waterworks District No. 36 from November 18, 1992 to December 31, 2017; and

WHEREAS, Mr. Efstathiou served on many of the Castaic Lake Water Agency Committees over his 25 years of service as a Director; and

WHEREAS, Mr. Efstathiou voted and was in support of combining the Castaic Lake Water Agency and the Newhall County Water District to form the Santa Clarita Valley Water Agency; and

WHEREAS, Mr. Efstathiou has served on the Santa Clarita Valley Water Agency Board of Directors as an appointed Director for the Los Angeles County Waterworks District No. 36 from January 1, 2018 through December 31, 2018; and

WHEREAS, Mr. Efstathiou has served as Chair of the Engineering and Operations Committee (formerly Engineering Committee) and as a Committee member for the Finance and Administration Committee (formerly Finance and Operations Committee) for the 2018 calendar year; and

WHEREAS, Mr. Efstathiou has sat on the Southern California Water Coalition (Committee) and Urban Water Institute Board representing the interests of both the Southern California Rate Payers and the Agency; and

WHEREAS, Mr. Efstathiou has enthusiastically supported the Agency's efforts to provide responsible water stewardship to ensure the Santa Clarita Valley has reliable supplies of high quality water at a reasonable cost and passionately represented the customers of the Santa Clarita Valley; and

WHEREAS, Mr. Efstathiou has provided valuable water industry insights to the Agency's Board of Directors; and

WHEREAS, the Board of Directors deem it most fitting that Mr. Efstathiou's outstanding service to the Agency and the people it serves be publicly and appropriately recognized.

NOW THEREFORE BE IT RESOLVED, that the Santa Clarita Valley Water Agency Board of Directors congratulates Dean Efstathiou for his 26 years of public service to both the Castaic Lake Water Agency Board of Directors and the Santa Clarita Valley Water Agency Board of Directors and thanks him for his support of the Board, employees of the Agency and the residents of the Santa Clarita Valley through his many significant contributions and leadership during his time as a Board member.

The Board recognized Dean Efstathiou for his service and contributions to the SCV Water Agency Board, the employees of the Agency and the customers of the Santa Clarita Valley for the past 26 years (Item 14.2).

Upon motion of Director E. Colley, seconded by Director Mortensen and carried, the Board went into Closed Session at 10:06 PM to discuss the items listed on the Agenda by the following roll call votes (Item 15):

Director Atkins	Yes	Director Campbell	Yes
Director E. Colley	Yes	Director K. Colley	Yes
President Cooper	Yes	Director DiPrimio	Yes
Director Efstathiou	Yes	Director Gladbach	Absent
Vice President Gutzeit	Not Present	Vice President Kelly	Yes
Director Martin	Yes	Director McMillan	Absent
Director Mortensen	Yes	Director Plambeck	Yes

Upon motion of Director Campbell, seconded by Director DiPrimio and carried, the Board voted to come out of Closed Session at 10:49 PM by the following roll call votes:

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

President Cooper reconvened the Open Session at 10:49 PM.

Tom Bunn, Esq., reported that there were no actions taken in Closed Session that were reportable under the Ralph M. Brown Act (Item 16).

There were no requests for future agenda items (Item 17).

Upon motion of Director Mortensen, seconded by Director Atkins and carried, the meeting was adjourned at 10:50 PM by the following roll call votes (Item 18):

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

April Jacobs, Board Secretary

ATTEST:

President of the Board


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BOARD MEMORANDUM

DATE: December 18, 2018

TO: Board of Directors

FROM: Cris Pérez 
Director of Technology Services

SUBJECT: Approve a Resolution to Enter Into a Contract with X-act Technology Solutions, Inc. for As-Needed Information Technology Support Services

SUMMARY

Existing IT Support Services contracts from the predecessor organizations (Newhall County Water District, Valencia Water Company, and CLWA/SCWD) expire at the end of 2018. SCV Water's demand for IT services has increased due to the merger; pre-merger each of the water purveyors had separate, less complex systems. Post-merger network domain consolidation, SCADA system work, implementation of cloud-based IT solutions all contributed to the increased importance of network security. The Agency issued a Request for Proposals ("RFP") to solicit offers from qualified vendors to provide a full range of managed and as-needed IT Support services that meet its needs. SCV Water Technology Services department, working with Mindboard, a third-party independent IT consulting firm, performed a comprehensive assessment of the responsive proposals (Attachment 1). X-act Technology Solutions, Inc. ("X-act") has been selected for these IT Services (Attachment 2). X-act can provide the most complete solution for SCV Water's needs based on results of evaluation criteria that included qualifications, cost proposals, on-site interviews, demonstration of ability to provide managed services, and demonstration of ability to provide as-needed support services. Despite not being the lowest bidder, the proposed contract with X-act will result in a cost savings of \$32,400 each year of the three-year contract as a result of consolidating the IT Support Services from three separate contracts to one overall contract for the entire Agency. This savings is a direct benefit of the merger.

DISCUSSION

On October 15th, 2018, SCV Water issued a Request for Proposals (RFP #1819-ITS-26666) to solicit offers from qualified vendors to provide a full range of managed and as-needed IT Support services. In response to its request, the Agency received responses from four (4) IT Support services providers: Datalink Networks, Inc., Resurgence IT, X-act, and Global IT Services. SCV Water's Evaluation Team consisting of the Agency's Technology Services and a third-party independent IT consulting firm (Mindboard Inc.) conducted an initial review of the received proposals. It was determined that Global IT Services' proposal was non-responsive, as it did not address the managed services section of the scope of work, a mandatory requirement, which excluded their proposal from further evaluation.

SCV Water engaged Mindboard to conduct a comprehensive assessment of the responses to the RFP, identify key differentiators, and provide a recommendation for a vendor selection. The Agency requested that the evaluation provide the following:

- Review of received proposals based on the evaluation criteria listed in the RFP document;
- Review and assess whether the vendor's proposed project approach to provide IT Support services satisfactorily meets SCV Water's requirements;
- Identify whether the vendor's qualifications, related experience and project team credentials are sufficient to determine the contractor's ability to perform the requested services;
- Conduct a reference check with vendors' client to verify credibility of each provider;
- Review and analyze the proposed cost options;
- Identify hidden cost elements that will need further clarification from the vendor;
- Provide a recommendation for a vendor that delivers the most efficient, effective, and according to SCV Water's needs value proposition.

Table 1 provides a summary of the vendor scoring. While each of the three respondents were qualified to perform the work (Item 3), X-Act differentiated itself with documentation supporting their ability to provide managed services as outlined in the RFP. X-Act was also the only respondent with significant SCADA system experience. In addition to the proposal analysis, SCV Water Technology Services interviewed all three (3) vendors. The interviews lasted for an hour and were organized in a similar manner, where each vendor prepared a presentation based on an agenda that was developed and distributed prior to the meetings by the Evaluation Team.

To assess the advantages and disadvantages of each of the vendor's proposals, we were guided by the Federal Procurement Standards of applying 80% of the total score to the technical proposal and 20% of the total score to the cost proposal. The vendor selection process was to evaluate the three contractors from an overall value and not just the perspective of costs. Although X-act is at a higher cost, they provide a pricing model that will save overall from the unknown issues we expect related to the upcoming systems and applications consolidations and a team that has little turnover compared the other vendors with more comprehensive technical abilities and knowledge. X-act overall monthly costs are more expensive but include unlimited managed services hours. The other two vendors offer unlimited remote assistance but vary in their hours allotment for onsite assistance. Resurgence IT offers 10 hours on site per month and Datalink does not offer onsite hours. Using a benchmark of 60 hours a month of managed services to compare all three, X-act would be the flat fee for unlimited hours, Resurgence would be an additional \$167,868 for the year, and Datalink would add an additional \$170,100 for the year, which results in a much closer cost comparison of the three vendors. The next three years of SCV Water will be the foundation of systems and applications consolidation which may require a significant amount of onsite assistance hours. The unlimited managed services provided X-act will not add unknown costs to the challenges that will arise from these initiatives.

Table 1 Proposal and Interview Scoring Summary

Item	Criteria Description	Max Available Points	Datalink Networks	Resurgence IT	X-Act
			Average Score	Average Score	Average Score
1	Demonstrate Ability of Contractor to Provide Managed Services as outlined in the RFP	60	48.00	49.33	56.67
2	Demonstrate Ability of Contractor to Provide As-Needed IT Support Services as outlined in the RFP	60	52.67	54.67	56.67
3	Qualification of the Contractor	40	33.67	36.67	33.67
4	Cost Proposal	40	35	33.00	30
	Total Proposal Score	200	169.33	173.67	177.00
	On-Site Interview Points	20	13	15	18
	Total Evaluation Score	220	182.33	188.67	195.00

On December 17, 2018, the Finance and Administration Committee considered staff's recommendation to approve a resolution to enter into a contract with X-act Technology Solutions, Inc. for as-needed Information Technology support services.

FINANCIAL CONSIDERATIONS

The contract with X-act is for \$291,600 per year for three years. The monthly cost for X-act to provide managed services during the base contract duration of three (3) years is \$24,300 inclusive expenses. This is a reduction from the existing \$27,000 monthly IT Support Services of the predecessor organizations and is a direct benefit of the merger. Annually the cost savings is $((27,000-24,300) \times 12)$ \$32,400. Over the three-year life of the contract, these savings will equal $(\$32,400 \times 3 \text{ years})$ \$97,200. The contract terms include two additional one-year options to continue the contract at monthly costs of \$26,730 for the first option year and \$29,700 per month for the second option year.

RECOMMENDATION

The Finance and Administration Committee recommends that the Board of Directors approve the attached resolution (Attachment 3) authorizing the General Manager to enter into a three-year contract with X-act Technology Solutions, Inc. for as-needed technology support services in an amount not-to-exceed \$874,800, with two options to renew for \$26,730 monthly for the first year and \$29,700 monthly for the second year.

CP

Attachments

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Information Technology (IT) Support Services Vendor Selection Report

Developed by:

Mindboard Inc.
43676 Trade Center Place, Suite #235, Sterling, VA 20166
Phone: (703) 574-3210, Fax: (703) 574-3211, Email: vpande@mindboard.com

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1 Executive Summary

On October 15th, 2018, the Santa Clarita Valley Water Agency (SCV Water) issued a Request for Proposals (RFP #1819-ITS-26666) to solicit offers from qualified vendors to provide a full range of managed and as-needed IT Support services. In a response to its request, the SCV Water received responses from four (4) IT Support services providers: Datalink Networks, Inc., Resurgence IT, X-act Technology Solutions, Inc., and Global IT Services. The SCV Water's Evaluation Team consisting of SCV Water IT Staff and a third-party independent IT consulting firm (Mindboard Inc.) conducted an initial review of the received proposals. It was determined that Global IT Services' proposal is non-responsive as it does not address the managed services section of the scope of work, a mandatory requirement, which excluded their proposal from further evaluation.

The SCV Water engaged Mindboard to perform a comprehensive assessment of the received IT Support services technical and cost proposals, identify key differentiators, and provide a recommendation for a vendor selection. The SCV Water requested that the evaluation provide the following:

- Review of received proposals based on the evaluation criteria listed in the RFP document;
- Review and assess whether the vendor's proposed project approach to provide IT Support services satisfactorily meet the SCV Water's requirements;
- Identify whether the vendor's qualifications, related experience and project team credentials are sufficient to determine the contractor's ability to perform the requested services;
- Conduct a reference check with vendors' client to verify credibility of each provider;
- Review and analyze the proposed cost options;
- Identify hidden cost elements that will need further clarification from the vendor;
- Provide a recommendation for a vendor that delivers the most efficient, effective, and according to SCV Water's needs value proposition.

In addition to the proposals' analysis, Mindboard in collaboration with SCV Water IT Staff conducted on-site presentations with all three (3) vendors. The interviews lasted for an hour and were organized in a similar manner, where each vendor prepared a presentation based on an agenda, developed and distributed prior to the meetings by the Evaluation Team.

Enclosed within this report, we have provided a comprehensive analysis of Datalink Networks Inc., Resurgence IT, and X-act Technology Solutions Inc.' proposals based on the following evaluation criteria:

- Demonstrate Ability of Contractor to Provide Managed Services as outlined in the RFP (60 points of the total score)
- Demonstrate Ability of Contractor to Provide As-Needed IT Support Services as outlined in the RFP (60 points of the total score)
- Qualifications of the Contractor (40 points of the total score)
- Cost Proposal (40 points)
- On-Site Interviews (Additional 20 points)

The complete proposals from the three (3) IT Support services vendors were thoroughly reviewed, analyzed, and compared to each other based on the best available objective information contained within the proposals (e.g. project approach to complete the services from the proposed scope of work, compliance with the established performance standards, guaranteed response time, qualifications of the firm and proposed project team, etc.) and follow-up clarifications. The proposals were scored on a scale of 0-200 plus additional 20 points for the on-site interviews. The vendors that provided the most advantageous offers were invited to submit their Best and Final Offer (BAFO) responses which were taken into considerations when scoring the cost proposal.

In summary, the Evaluation Team objectively assessed the proposals from a common baseline in order to provide a fair analysis that will determine which vendor is capable to deliver the best overall value and return on investment (ROI) to the agency. All three (3) vendors demonstrated depth of skills and experience to provide IT Support services as requested by SCV Water. The X-Act Technology Solutions' proposal offered a significant range of functionality and ability to meet most of the SCV Water IT Support services' needs. However, the X-Act Technology Services proposed the highest cost option from all three vendors. Some of the key differentiators in the X-act Technology Solutions' proposal included: unlimited IT support both remotely and on-site, flexibility, fixed fee cost independent from the user count, proactive approach for IT service management, consistent knowledge management process, and support for multivendor environments.

2 Technical Proposal Evaluation

The SCV Water Evaluation Team reviewed and conducted a quantitative analysis of the technical proposals submitted by Datalink Networks, Resurgence IT, and X-act Technology Solutions. The analysis was focused on selecting a provider that can demonstrate the ability to provide skills, processes and resources that complement and exceed SCV Water's in-house capabilities. To help make an informed decision, the Evaluation Team considered the following technical proposal selection criteria:

- 1. Demonstrate Ability of Contractor to Provide Managed Services as outlined in the RFP (60 points of the total score)**
 - 1.1 Ability to provide Helpdesk Support Services
 - 1.2 Ability to provide Network and Security Management Services
 - 1.3 Ability to provide Server Administration Services
 - 1.4 Ability to provide SCADA Application Monitoring Services
 - 1.5 Ability to provide MDM Services
 - 1.6 Ability to provide User Access Management Services

- 2. Demonstrate Ability of Contractor to Provide As-Needed IT Support Services as outlined in the RFP (60 points of the total score)**
 - 2.1 Ability to provide business applications and database support services
 - 2.2 Ability to provide disaster recovery business continuity planning support services
 - 2.3 Ability to provide special project services
 - 2.4 Ability to meet agency's training needs

- 3. Qualification of the Contractor (40 points of the total score)**
 - 3.1 Overall experience, qualifications, financial stability and capabilities of the Contractor
 - 3.2 Client references/satisfaction of current/previous clients
 - 3.3 Qualifications, industry certifications, experience of the proposed staff
 - 3.4 Qualification, experience, availability, commitment of the technical Project Manager
 - 3.5 Home office location of Contractor resources (SCV Water local preference)

2.1 Ability to Provide Managed Services

When evaluating the proposed managed services, the Evaluation Team considered factors such as:

- **Proactive, technology-based approach for IT Services Management** – A partner that goes beyond simple monitoring and device management. The focus is on selecting a vendor that emphasizes on problem prevention and continuous improvement.
- **Alignment with industry best practices** – A provider that could employ industry best practices in managing agency’s IT resources.
- **Consistent processes, policies, and knowledge management** – A partner that maintains consistent processes and documentation as part of their knowledge management program.
- **Support for multivendor environments and strong partnerships** – A vendor-agnostic provider that acts as a trusted technology advisor and has also partnerships with leading vendors to help SCV Water to select the technologies that best fit for agency’s business.
- **Compliance with service level requirements** – A provider that meets SCV Water SLAs as outlines in the RFP document.
- **Comprehensive portfolio of managed services aligned with SCV Water needs** – A partner that provides flexibility to add/remove managed services based on agency’s IT needs.
- **Technology innovation and transformation** – A provider that has proprietary insights and/or experiences and offers a collaborative approach to gain advantages of future technological or market shifts.

Ability to provide Managed Services						
	Helpdesk Support Services	Network and Security Management	Server Administration Services	SCADA Application Monitoring Services	MDM Services	User Access Management Services
Datalink Networks	X	X	X	X	X ¹	X
Resurgence IT	X	X	X		X	X
X-act	X	X	X	X	X	X

Out of the six (6) listed managed services categories, Datalink Networks provided 5, Resurgence IT provided 4, and X-act provided 6 completed responses which resulted in the following score:

Vendor Name	Total Vendor Score (out of 60)	% Score
Datalink Networks	48	80%
Resurgence IT	49.33	82.21%
X-act	56.67	94.28%

2.2 Ability to Provide As-Needed IT Support Services

When evaluating the proposed managed services, the Evaluation Team considered factors such as:

- Ability to provide skilled IT staff resources for special projects
- Ability to provide short-term IT staff resources to supplement SCV Water staff
- Access to qualified resources and prior experience with similar engagements

¹ Datalink Networks proposes to utilize its RMM tool for MDM monitoring and management while the other two vendors remain technology-agnostic. In addition, X-act Technology Solution offers a fixed price for MDM including the training cost of their personnel on the new solution.

Ability to provide As-Needed IT Support Services				
	Business Application & Database Support s	Disaster Recovery Support	Special Projects Services	Training Support
Datalink Networks	X	X	X	X
Resurgence IT	X	X	X	X
X-act	X	X	X	X

Out of the four (4) listed as-needed IT Support services categories, Datalink Networks provided 4, Resurgence IT provided 3, and X-act provided 4 completed responses which resulted in the following score:

Vendor Name	Total Vendor Score (out of 60)	% Score
Datalink Networks	52.67	87.79%
Resurgence IT	54.67	91.12%
X-act	56.67	94.28%

2.3 Vendor Qualifications

2.3.1 Vendor Profiles

The SCV Water Evaluation Team assessed the firm and project team qualifications for each of the three (3) vendors and summarized its findings in the following table:



IT Support Services Vendor Profiles			
	Datalink Networks	Resurgence IT	X-Act Technology Solutions
Company Size	15 employees across 5 primary practice areas	20 employees	18 employees
Years in Business	30 years	2 years as Resurgence IT	11 years
Clients	Serve mid-market organizations (100-1000 employees)	Serve mid-market organizations (100-1000 employees)	Mid-size government, state and local entities, along with private enterprises.
Local Preference	Yes	Yes	Located within 35-40 mins distance
Demonstrated Experience in providing IT Support Services	<p>The company differentiate itself as a system integrator and an engineering lab, rather than an MSP provider.</p> <p>Datalink Networks maintains five primary practice areas: (1) Managed Services, (2) Datacenter, Technology, (3) Security, (4) Networking Infrastructure and (5) Cloud Services.</p>	<p>The company was created as an MSP in 2006 under the name Adage I.T. In 2016 it was rebranded as Resurgence I.T. In 2017, the company had 100 clients/8employees, later on in 2018 the company has grown to about 250 clients/20 employees.</p>	<p>Full service IT company, technology-agnostic.</p>
References from Similar Clients	References are from private sector clients with an exception of a public school. No references from a public utility are provided.	References are from private sector clients. No references from a public utility are provided.	References are from both public and private sector clients.



IT Support Services Vendor Profiles			
	Datalink Networks	Resurgence IT	X-Act Technology Solutions
Certifications	Professional certifications are provided for each proposed team member.	Professional certifications are provided for each proposed team member.	Professional certifications are provided for each proposed team member.
Team Qualifications	The proposed Sr. Engineer for this engagement has been with the company for 3 years. The company proposes 3 key team members which will be responsible for Engineering, Help Desk, and Account Management tasks, separately.	The proposed PM for this engagement is also the company's CEO. The company proposed a team of 6 and their after-hours support is handled by a team member, based in Japan.	The proposed team for this engagement with SCV Water consists of technicians that have been with the company for over 5 years. Also, the company proposes a different staffing model where there is a prime technician dedicated to SCV Water only and also there is a backup technician who is knowledgeable about the agency and its IT environment. The backup technician is fully capable to substitute the prime technician, if necessary.

2.3.2 Financial Stability

As SCV Water is looking for a long-term, strategic relationship, the selected vendor's financial stability is of utmost importance. Based on the information presented in each of the vendor's proposals, Evaluation Team's research on each company, and feedback from clients' references, it can be concluded that all three companies are reliable and have a good financial standing. However, Resurgence IT has been in business for only two years and its length of time in the marketplace is significantly shorter than Datalink Networks (30 years) and X-act Technology Solutions (11 years).

2.3.3 Project Team Qualifications

All three vendors showcased depth of skills and experience in their proposals to provide managed services as requested by the SCV Water. In addition to the baseline tasks such as operating system maintenance, network support, and availability management, SCV Water was looking for specialized skills related to managing change, virtualization, multiple network technologies, cross-platform integration, mobility, security, and cloud technologies. When assessing vendors' project team qualifications, the SCV Water Evaluation Team considered factors such as scalability and availability of staff with specialized skill sets, compliance with industry best practices, and how specialists are organized and share knowledge.

While comparing the three vendors staffing models, the Evaluation Team noted that X-act Technology Solutions was the only vendor that presented a non-traditional staffing model for this engagement with SCV Water. The approach involves a fully dedicated prime technician and a backup technician who is equally capable and knowledgeable about the client and can substitute/complement the primary one, whenever necessary. X-act Technology Solutions also provided deep expertise in the requested technologies and offered flexibility to adjust their service delivery model, if needed.

2.3.4 References

As part of the proposal evaluation process, SCV Water's Evaluation Team conducted reference verification for each of the three vendors. An identical reference evaluation questionnaire was submitted to three (3) clients, selected by the SCV Water's Evaluation Team for every vendor. Clients' responses were evaluated and scored on a scale of 0-10. The responses provided to the submitted reference evaluation forms are attached in the Appendix of this document.

Vendor Qualifications					
	Company Qualifications	References	Technical PM Qualifications	Project Team Qualifications	Local Preference
Datalink Networks	X	X	X	X	X
Resurgence IT	X	X	X	X	X
X-act	X	X	X	X	

Out of the four (5) listed qualifications categories, Datalink Networks complied with 5, Resurgence IT complied with 5, and X-act complied with 4, which resulted in the following score:

Vendor Name	Total Vendor Score (out of 40)	% Score
Datalink Networks	33.67	84.18%
Resurgence IT	36.67	91.68%
X-act	33.67	84.18%

3 Cost Proposal Evaluation

SCV Water utilizes a flat based fee pricing model for its managed services. Each of the responding vendors was requested to submit a fixed monthly price for providing managed services and hourly rates for any as-needed IT Support Services. The Evaluation Team reviewed and analyzed both the Managed Services and IT Support As-Needed Services cost components based on the information provided in the vendors’ pricing proposals and the follow-up clarifications. The purpose of this analysis was to examine each of the cost categories and related benefits in order to compare all three vendors.

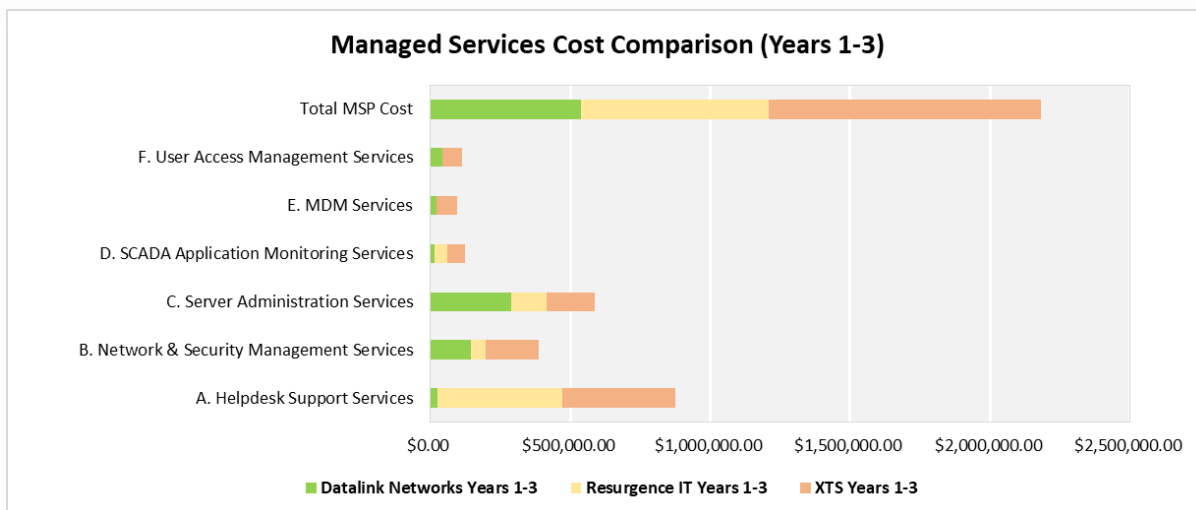
3.1 Managed Services Cost

SCV Water requested the vendors to provide managed services fees for the 3-years base period and two optional years. The table below summarizes the managed services fees, submitted by each provider:

Managed Services (Monthly Fixed Fee)	Datalink Networks			Resurgence IT			XTS		
	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5
A. Helpdesk Support Services	\$25,200.00	\$9,240.00	\$9,240.00	\$446,400.00	\$156,240.00	\$160,146.00	\$403,200.00	\$147,840.00	\$147,840.00
B. Network & Security Management Services	\$144,000.00	\$52,800.00	\$52,800.00	\$54,000.00	\$18,900.00	\$19,372.56	\$189,000.00	\$69,300.00	\$69,300.00
C. Server Administration Services	\$288,000.00	\$105,600.00	\$105,600.00	\$126,000.00	\$44,100.00	\$45,202.56	\$172,800.00	\$63,360.00	\$63,360.00
D. SCADA Application Monitoring Services	\$14,400.00	\$5,280.00	\$5,280.00	\$45,000.00	\$15,750.00	\$16,143.72	\$63,000.00	\$23,100.00	\$23,100.00
E. MDM Services	\$23,760.00	\$7,920.00	\$7,920.00	Included in A	Included in A	Included in A	\$72,000.00	\$26,400.00	\$26,400.00
F. User Access Management Services	\$43,200.00	\$15,840.00	\$15,840.00	Included in A	Included in A	Included in A	\$72,000.00	\$26,400.00	\$26,400.00
Total MSP Cost	\$538,560.00	\$196,680.00	\$196,680.00	\$671,400.00	\$234,990.00	\$240,864.84	\$972,000.00	\$356,400.00	\$356,400.00

The Evaluation Team compared the 3-year base contract fees and indicated that X-Act Technology Solution proposed the highest price to provide the managed services in categories A-F. X-Act Technology Solutions’ price is 45% higher than the proposed price by Datalink Networks and 31% higher than the proposed pricing by Resurgence IT. In addition, the highest pricing for optional years 4 and 5 is proposed by X-Act Technology Solutions. For option year 4, X-Act’s price is 45% higher than Datalink Networks and 34% higher than Resurgence IT. For option year 5, X-Act’s price is 45% higher than Datalink Networks and 32% higher than Resurgence IT.

	% Increase Years 1-3	% Increase Year 4	% Increase Year 5
X-Act Technology Solutions compared to			
Datalink Networks	45%	45%	45%
Resurgence IT	31%	34%	32%



In addition, the Evaluation Team identified the following key differences between the pricing of the three vendors:

Cost Differentiators					
	Unlimited Remote Support	Unlimited On-Site Support	User Restriction	Real Time Security Monitoring	MDM System-agnostic
Datalink Networks	X		X		
Resurgence IT	X		X	X	X
X-act	X	X		X	X

- X-Act Technology Solutions’ pricing includes unlimited support/unlimited hours/ for MSP services which include both remote and on-site support and also does not have a user count restriction. Resurgence IT proposes unlimited remote support and 10 hours/month on-site support. Anything beyond the 10 hours on-site support billed at \$95.65/hr. Any

additional users over 220 will be billed at \$40.00/month. Lastly, Datalink Networks proposes unlimited remote support but does not specify the hours allocated for on-site support and if there are any user count limitations.

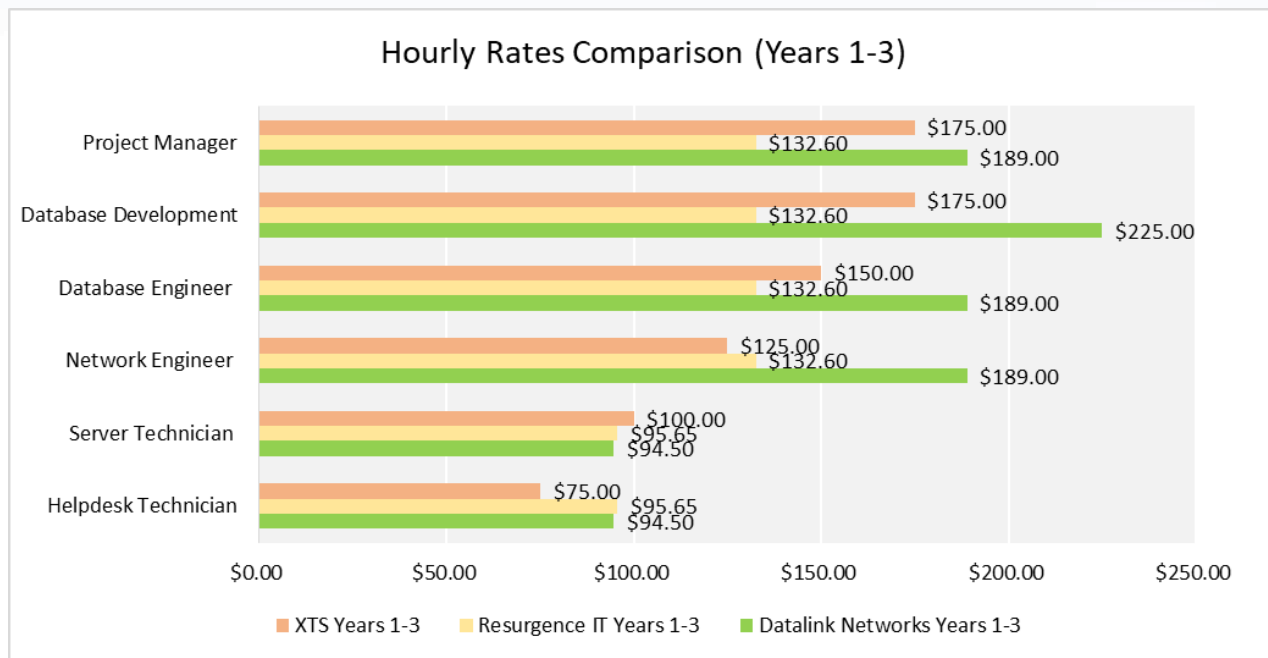
- Datalink Networks does not include Real Time Security Monitoring, Alerting and Response in their price proposal.
- Datalink Networks' fee for MDM monitoring and management is based on the assumption that SCV Water will utilize their RMM tool, while the other two vendors remain technology-agnostic.

3.2 As-Needed Support Services Cost

In addition to the fixed-fee pricing for managed services, SCV Water requested the vendors to provide hourly rates for as-needed project-based support services. Datalink Networks and Resurgence IT provided flat rates for the 5 year contract period, while X-act Technology Solutions submitted between 15-20% higher rates for option years 4 and 5. Below is a comparison of the provided hourly rates:

<i>As-Needed IT Support Services</i>	Datalink Networks			Resurgence IT			XTS		
	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5
Helpdesk Technician	\$94.5	\$94.5	\$94.5	\$95.65	\$95.65	\$95.65	\$75	\$90	\$90
Server Technician	\$94.5	\$94.5	\$94.5	\$95.65	\$95.65	\$95.65	\$100	\$125	\$125
Network Engineer	\$189	\$189	\$189	\$132.6	\$132.6	\$132.6	\$125	\$150	\$150
Database Engineer	\$189.00	\$189	\$189	\$132.6	\$132.6	\$132.6	\$150	\$175	\$175
Database Development	\$225	\$225	\$225	\$132.6	\$132.6	\$132.6	\$175	\$200	\$200
Project Manager	\$189	\$189	\$189	\$132.6	\$132.6	\$132.6	\$175 ²	\$200	\$200

² X-act Technology Solutions did not provide an hourly rate for the PM position in their cost proposal and for cost comparison purposes we utilized the highest proposed hourly rate.





3.3 BAFO Response

SCV Water requested BAFO responses from the overall most effective and efficient value propositions considering both technical offer and cost proposal. Thus, Resurgence IT and X-act Technology Solutions were invited to submit their response and the results are summarized in the table below:

Managed Services (Monthly Fixed Fee)	Resurgence IT				XTS				
	Years 1-3				Years 1-3				
	Initial Pricing	BAFO Pricing	% Discount	Initial Pricing	BAFO Pricing	% Discount	Initial Pricing	BAFO Pricing	% Discount
A. Helpdesk Support Services	\$446,400.00	\$430,560.00	4%	\$403,200.00	\$362,880.00	10%	\$403,200.00	\$362,880.00	10%
B. Network & Security Management Services	\$54,000.00	\$54,000.00	0%	\$189,000.00	\$170,100.00	10%	\$189,000.00	\$170,100.00	10%
C. Server Administration Services	\$126,000.00	\$126,000.00	0%	\$172,800.00	\$155,520.00	10%	\$172,800.00	\$155,520.00	10%
D. SCADA Application Monitoring Services	\$45,000.00	\$45,000.00	0%	\$63,000.00	\$56,700.00	10%	\$63,000.00	\$56,700.00	10%
E. MDM Services	Included in A	Included in A		\$72,000.00	\$64,800.00	10%	\$72,000.00	\$64,800.00	10%
Services	Included in A	Included in A		\$72,000.00	\$64,800.00	10%	\$72,000.00	\$64,800.00	10%
Total	\$671,400.00	\$655,560.00	2%	\$972,000.00	\$874,800.00	10%	\$972,000.00	\$874,800.00	10%

Managed Services (Monthly Fixed Fee)	Resurgence IT				XTS				
	Option Year 4		Option Year 5		Option Year 4		Option Year 5		
	Initial Pricing	BAFO Pricing	% Discount	Initial Pricing	% Discount	Initial Pricing	% Discount	Initial Pricing	% Discount
A. Helpdesk Support Services	\$156,240.00	\$150,696.00	4%	\$160,146.00	\$154,463.40	4%	\$147,840.00	\$133,056.00	10%
B. Network & Security Management Services	\$18,900.00	\$18,900.00	0%	\$19,372.56	\$19,372.56	0%	\$69,300.00	\$62,370.00	10%
C. Server Administration Services	\$44,100.00	\$44,100.00	0%	\$45,202.56	\$45,202.56	0%	\$63,360.00	\$57,024.00	10%
D. SCADA Application Monitoring Services	\$15,750.00	\$15,750.00	0%	\$16,143.72	\$16,143.72	0%	\$23,100.00	\$20,790.00	10%
E. MDM Services	Included in A	Included in A		Included in A	Included in A		\$26,400.00	\$23,760.00	10%
F. User Access Management Services	Included in A	Included in A		Included in A	Included in A		\$26,400.00	\$23,760.00	10%
Total	\$234,990.00	\$229,446.00	2%	\$240,864.84	\$235,182.24	2%	\$356,400.00	\$320,760.00	10%
							\$356,400.00	\$315,400.00	0%



As-Needed IT Support Services	Resurgence IT										
	Initial Pricing					BAFO Pricing					
	Years 1-3	Year 4	Year 5	Year 1-3	Year 4	Year 5	Year 1-3	Year 4	Year 5	% Discount	
Helpdesk Technician	\$95.65	\$95.65	\$95.65	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	2%
Server Technician	\$95.65	\$95.65	\$95.65	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	\$93.26	2%
Network Engineer	\$132.60	\$132.60	\$132.60	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	2%
Database Engineer	\$132.60	\$132.60	\$132.60	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	2%
Database Development	\$132.60	\$132.60	\$132.60	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	2%
Project Manager	\$132.60	\$132.60	\$132.60	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	\$129.29	2%

XTS				
Years 1-3	Year 4	Year 5	Year 4	Year 5
\$75.00	\$90.00	\$90.00	\$90.00	\$90.00
\$100.00	\$125.00	\$125.00	\$125.00	\$125.00
\$125.00	\$150.00	\$150.00	\$150.00	\$150.00
\$150.00	\$175.00	\$175.00	\$175.00	\$175.00
\$175.00	\$200.00	\$200.00	\$200.00	\$200.00

Both vendors proposed a price discount between 2-10% for managed services. X-Act Technology Solutions provided a 10% discount for all services in categories A-F for the base contract period, a 10% discount for option year 4, and no additional discount for option year 5. In addition, Resurgence IT provided a 4% discount for providing help desk services for the base contract period and option years 4 and 5. This resulted in a decrease of the overall managed services price by 2%. Resurgence IT also discounted the bill rate they will utilize if the agency increase its user count with any number above 220 with 5%. In addition, Resurgence IT offered a discount of 2% in the bill rates for providing as-needed support services, while X-act Technology Solutions hourly rates remained the same.



Resurgence IT						
Manage Service Category	Dollar Amount Difference			% Discount		
	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5
A. Helpdesk Support Services	\$15,840.00	\$5,544.00	\$5,682.60	4%	4%	4%
B. Network & Security Management Services	\$0.00	\$0.00	\$0.00	0%	0%	0%
C. Server Administration Services	\$0.00	\$0.00	\$0.00	0%	0%	0%
D. SCADA Application Monitoring Services	\$0.00	\$0.00	\$0.00	0%	0%	0%
E. MDM Services						
F. User Access Management Services						
Total	\$15,840.00	\$5,544.00	\$5,682.60	2%	2%	2%

XTS						
Manage Service Category	Dollar Amount Difference			% Discount		
	Years 1-3	Year 4	Year 5	Years 1-3	Year 4	Year 5
A. Helpdesk Support Services	\$40,320.00	\$14,784.00	\$0.00	10%	10%	0%
B. Network & Security Management Services	\$18,900.00	\$6,930.00	\$0.00	10%	10%	0%
C. Server Administration Services	\$17,280.00	\$6,336.00	\$0.00	10%	10%	0%
D. SCADA Application Monitoring Services	\$6,300.00	\$2,310.00	\$0.00	10%	10%	0%
E. MDM Services			\$0.00	10%	10%	0%
F. User Access Management Services			\$0.00	10%	10%	0%
Total	\$97,200.00	\$35,640.00	\$0.00	10%	10%	0%

3.4 Total Cost

Based on the cost information provided from initial price offer, follow-up clarifications, and BAFO responses, the Evaluation Team concluded that X-act Technology Solutions provided the highest but most inclusive cost for managed and as-needed IT Support services. The unlimited support hours both remote and on-site, flexibility, unrestricted user count, and technology-agnostic approach of X-act Technology Solutions were considered as advantageous despite the higher overall value. In addition, X-act Technology Solutions provided a higher discount of 10% for providing the managed services in categories A-F for years 1-4. While taking into consideration all factors listed thus far, the Evaluation Team scored the vendors' price proposals on a scale of 0-40 as follows:

Vendor Name	Total Vendor Score (out of 40)	% Score
Datalink Networks	35	87.50%
Resurgence IT	33	82.50%
X-act	30	75.00%

4 Vendor Demonstrations

As a final step in the evaluation process, SCV Water conducted onsite interviews with the three (3) vendors. The presentations were held at SCV Water location and followed a common agenda previously approved by the Evaluation Team. Datalink Networks, Resurgence IT and X-Act Technology Solutions’ presentations were scored in the following four (4) categories: Ability to Provide Managed Services as outlined in RFP, Ability to Provide As-Needed IT Support Services, Overall Qualifications, and Project Management for IT Support Services. Each category was scored on a scale of 1 to 5 with a possible maximum score of 20 points which were added to the final score for each vendor. The results from the on-site presentations are summarized in the table below.

Request for Proposals No. 1819-ITS-2666 - IT Support Services On-Site Presentations Evaluation														
Item	Criteria Description	Max Available Points	Datalink Networks				Resurgence IT				X-Act			
			Evaluator 1	Evaluator 2	Evaluator 3	Average Score	Evaluator 1	Evaluator 2	Evaluator 3	Average Score	Evaluator 1	Evaluator 2	Evaluator 3	Average Score
1	Demonstrate Ability of Contractor to Provide Managed Services as outlined in the RFP	5	4	4	3	3.67	4	4	3	3.67	5	4	4	4.33
2	Demonstrate Ability of Contractor to Provide As-Needed IT Support Services as outlined in the RFP	5	4	3	3	3.33	4	3	3	3.33	5	5	4	4.67
3	Qualification of the Contractor	5	3	3	3	3.00	5	4	3	4	5	4	4	4.33
4	Proposed PM Approach for IT Support Services	5	4	2	3	3	5	4	4	4.33	5	5	4	4.67
Total Score		20	15	12	12	13.00	18	15	13	15	20	18	16	18.00

X-Act Technology Solutions presented a comprehensive proposal with more detailed responses in each topic area compared to the other two vendors. As a result, X-Act Technology Solutions scored the highest in all four categories.

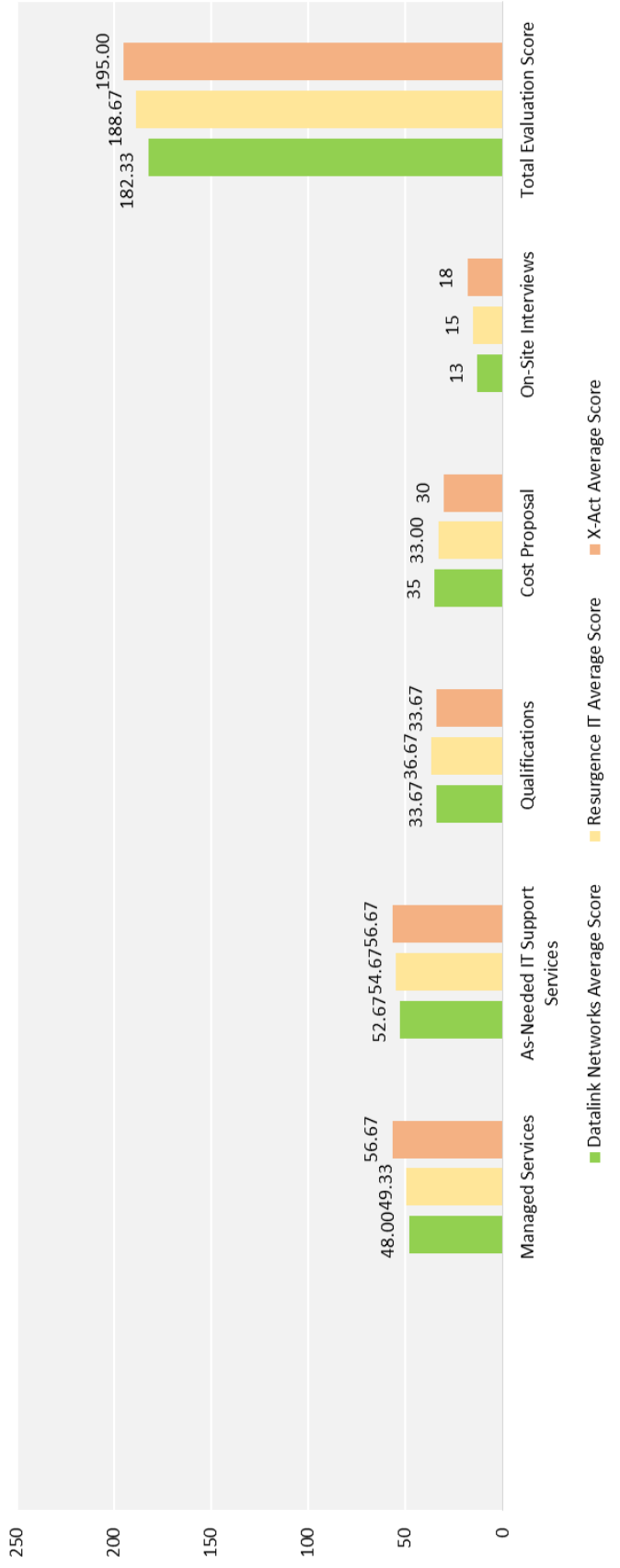
5 Vendor Evaluation Summary

The Evaluation Team reviewed, analyzed, and scored the technical and price components of vendors' proposals, follow-up clarifications, and BAFO responses. The results indicated that X-act Technology Solutions has demonstrable credentials in each of the evaluation criteria and deliver the best overall value to SCV Water. The company presented not only broad and deep IT knowledge but also understanding of agency's requirements and flexibility to adjust its service model, if necessary. In addition, X-act Technology Solutions scored higher than the other two vendors in the technical specifications component of the proposal and on-site presentations which resulted in the highest overall score of 195 points.

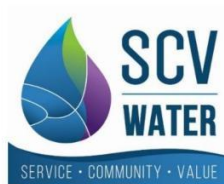
Request for Proposals No. 1819-ITS-2666 - IT Support Services Proposal Evaluation					
			Datalink Networks	Resurgence IT	X-Act
Item	Criteria Description	Max Available Points	Average Score	Average Score	Average Score
1	Demonstrate Ability of Contractor to Provide Managed Services as outlined in the RFP	60	48.00	49.33	56.67
	1.1 Ability to provide Helpdesk Support Services	10	8.67	9.00	9.00
	1.2 Ability to provide network and Security Management Services	10	9.00	9.33	9.67
	1.3 Ability to provide Server Administration Services	10	9.00	9.33	9.67
	1.4 Ability to provide SCADA Application Monitoring Services	10	6.67	6.67	9.67
	1.5 Ability to provide MDM Services	10	6.00	6	9.00
	1.6 Ability to provide User Access Management Services	10	8.67	9.00	9.67
2	Demonstrate Ability of Contractor to Provide As-Needed IT Support Services as outlined in the RFP	60	52.67	54.67	56.67
	2.1 Ability to provide business applications and database support services	15	14.00	14	13.67

Request for Proposals No. 1819-ITS-2666 - IT Support Services Proposal Evaluation					
			Datalink Networks	Resurgence IT	X-Act
Item	Criteria Description	Max Available Points	Average Score	Average Score	Average Score
	2.2 Ability to provide disaster recovery business continuity planning support services	15	13.67	14.33	14.67
	2.3 Ability to provide special project services	15	12.67	13.33	14.67
	2.4 Ability to meet agency's training needs	15	12.33	13	13.67
3	Qualification of the Contractor	40	33.67	36.67	33.67
	3.1 Overall experience, qualifications, financial stability and capabilities of the Contractor	10	9.00	7.67	9.67
	3.2 Client references/satisfaction of current/previous clients	10	6.67	10	7
	3.3 Qualifications, industry certifications, experience of the proposed staff	5	4.33	4.33	4.67
	3.4 Qualification, experience, availability, commitment of the technical Project Manager	5	3.67	4.67	5.00
	3.5 Home office location of Contractor resources (SCV Water local preference)	10	10.00	10.00	7.33
4	Cost Proposal	40	35	33.00	30
Total Proposal Score		200	169.33	173.67	177.00
	On-Site Interview Points	20	13	15	18
Total Evaluation Score			182.33	188.67	195.00

Vendor Evaluation Summary



6 Appendix



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: _____California Community Foundation _____

Contact Person: ___Aspet Amirkhanian – Director of IT_____

Period of Service: ____annual since 2015_____

1. Please describe the type of services that the vendor provided to you?
Managed IT Services, Server Patching, Security Monitoring and Firewall monitoring

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

Yes, we have been using Datalink for the last 3 years and they provide a great service. When we were doing projects that required additional resources they provided persons on site to help resolve issues expeditiously.

3. What would you wish had been different about your project or your relationship with the vendor?
If you could have changed one thing, what would it have been?
To speed up the security monitoring service for our firewall even though that was not available through a third party. Vigilant has been trying to get the system setup for our Firewalls which are Huawei and that has been taking a while. Datalink has not been billing me for this service until all systems are working with our Firewalls. No fault of Datalink.

4. Was the vendor responsive and easy to get a hold of?
Always.

1

5. Did the vendor communicate well project related items/issues?
Yes.

6. How did the vendor handle conflict resolution?
They offered to sit in on call with multiple vendors to resolve the issues.

7. Did the vendor exceed your expectations?
Yes.

8. Would you utilize the vendor's services again?
Yes.



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: Birmingham Community Charter High School

Contact Person: Vic Chalabian

Period of Service: July 2009 to Current

1. Please describe the type of services that the vendor provided to you?
Professional IT services. They do projects for us, support in case of emergencies, and a monthly run book. They have done our server upgrades and replacements, firewalls, wired and wifi network replacement, backup solutions.
2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?
Yes, scope of work as accurate. Also stayed within the budget every time.
3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?
I would say better training after the project.
4. Was the vendor responsive and easy to get a hold of?
Absolutely. Quick response times.
5. Did the vendor communicate well project related items/issues?
Yes, lots of people will be CCed on emails. From head of engineering to account managers.

6. How did the vendor handle conflict resolution?
Never really needed it.

7. Did the vendor exceed your expectations?
Every time.

8. Would you utilize the vendor's services again?
I have many times and will continue to work with Datalink.



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: _AmeriTel Inc_

Contact Person: ___Cesar Flores_

Period of Service: _09/2018-11/2018_

1. Please describe the type of services that the vendor provided to you?

We are an MSP that caters to small to medium business. We brought Resurgence IT in for a project that involved moving the clients network from one location to a new one, as well as reconnecting remote sites in China, Philippines, Mexico, France and Across the US.

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

Resurgence delivered exceptional service and even went above and beyond what we had contracted them for, thus ensuring the success of the project and to make sure that the client received the best possible service. All costs were well within budgeted amount.

3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

Prioritization. We had several mini projects within the larger overall project and we should have established a list of what items were a priority of others as a lot happened quickly and some things took longer.

4. Was the vendor responsive and easy to get a hold of?

All technicians involved in the project were very responsive via email and we were also able to call into the offices and get support. When there were pressing issues we needed addressed we were also able to contact Jeremy Stepan directly and he made sure things were handle din a timely manner.

5. Did the vendor communicate well project related items/issues?

The communication was great. Issues were identified early and solutions were presented. Resurgence as also able to also provide advice on areas of improvement which would results in better performance for the clients network.

6. How did the vendor handle conflict resolution?

Whenever there was a conflict or issue, conference calls were setup with all parties to make sure everyone was on the same page and that a path forward was agreed upon by all parties.

7. Did the vendor exceed your expectations?

Yes, working with another company in the same space can sometimes be worrisome, but we had no issues with Resurgence IT and we would be more than willing to bring them in on the higher level technical projects in the future.

8. Would you utilize the vendor's services again?

Without a doubt. Working with them was easy, communication was great and the make sure the customers is always satisfied with the outcome.



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: ___SCVEDC_____

Contact Person: ___Holly Schroeder_____

Period of Service: ___Since at least 2013_____

1. Please describe the type of services that the vendor provided to you?

Network IT hosting and management (ongoing)

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

yes

3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

Nothing – very satisfied with their service

4. Was the vendor responsive and easy to get a hold of?

Yes

5. Did the vendor communicate well project related items/issues?

Yes

6. How did the vendor handle conflict resolution?

7. Did the vendor exceed your expectations?

8. Would you utilize the vendor's services again?

Yes



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: _Augusta Financial

Contact Person: Mike Meena

Period of Service: Since they opened! Been using Jeremy for over 15 years

1. Please describe the type of services that the vendor provided to you? All IT
2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget? Yes and yes
3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been? Always price, but they are priced fairly! They are great, honest and knowledgeable.
4. Was the vendor responsive and easy to get a hold of? YES
5. Did the vendor communicate well project related items/issues? Always.

6. How did the vendor handle conflict resolution? Any issues we had were resolved immediately or as quickly as possible

7. Did the vendor exceed your expectations? Yes

8. Would you utilize the vendor's services again? Yes



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: Fresno County Public Library

Contact Person: Joshua Bernal

Period of Service: 2010 - Present

1. Please describe the type of services that the vendor provided to you?

X-act Technology Solutions was asked to contract with local internet service providers to supply internet access to our branches for the purpose of providing wireless internet access. They also maintain the equipment required to provide said wireless access.

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

They did deliver within the contract's scope of work and stayed within the budget.

3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

The only thing I wish we had done different would be to not have used X-act and provided the services ourselves. We are slowly moving away from X-act and supplying our locations with new equipment and wireless service and it's been less expensive and easier to maintain.

4. Was the vendor responsive and easy to get a hold of?

In the past they were hit or miss with their responsiveness. Within the last year they have become much better at being responsive due to personnel changes. We primarily communicate with them via email so I cannot comment on how easy they are to get a hold of via phone.

5. Did the vendor communicate well project related items/issues?

At first, yes. As time went on it became harder to elicit timely communication, although, as I pointed out in the previous question, it has become better.

6. How did the vendor handle conflict resolution?

We've only had a few service and equipment related issues during our time with X-act. Service issues they were always good at taking care of. Equipment issues almost always required sending out our own IT staff despite X-act being responsible for that maintenance.

7. Did the vendor exceed your expectations?

No, they did not exceed our expectations.

8. Would you utilize the vendor's services again?

No, I would not.



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: ____City of Hawaiian Gardens____

Contact Person: ____Sergio Romero____

Period of Service: ____7/1/10-current____

1. Please describe the type of services that the vendor provided to you?

They do all our IT work.

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

Yes

3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

Nothing

4. Was the vendor responsive and easy to get a hold of?

Yes

5. Did the vendor communicate well project related items/issues?

Yes

6. How did the vendor handle conflict resolution?

Fine

7. Did the vendor exceed your expectations?

Yes

8. Would you utilize the vendor's services again?

Yes



Reference Check Form

Request for Proposals No. 1819-ITS-2666 - Information Technology Support Services

This reference check form is intended to aid the SCV Water Evaluation Team in conducting vendor selection for IT Support Services.

Client Name: **The Gardens Casino**

Contact Person: **Sergio Cueva**

Period of Service: **I believe we have been using them since 08 or 09.**

1. Please describe the type of services that the vendor provided to you?

Computer and server support 24x7x365, maintenance, misc. project support

2. Did the vendor deliver according to the contract's scope of work? Did the vendor stay within the projected budget?

They have always delivered even when un-foreseen challenges arise. Normally they provide fixed fee proposal.

3. What would you wish had been different about your project or your relationship with the vendor? If you could have changed one thing, what would it have been?

No, they are great and easy to work with.

4. Was the vendor responsive and easy to get a hold of?

Yes

5. Did the vendor communicate well project related items/issues?

Yes, email, onsite and phone calls.

6. How did the vendor handle conflict resolution?

Provided additional resources and time as needed.

7. Did the vendor exceed your expectations?

Yes!

8. Would you utilize the vendor's services again?

We still use them currently and have no plans on changing.

A. Transmittal Letter

X-act Technology Solutions, Inc – A CA Corporation
Federal Tax Payer ID: 27-1434731
1920 Hillhust Ave, STE #1134
Los Angeles, CA 90027
866-922-8349
www.xactts.com

ATTACHMENT 2

Adam Skinner - President
818-465-6760
askinner@xactts.com

Dear Cris Perez,

We appreciate the opportunity to provide our Proposal to SCV Water. Throughout the years X-act Technology Solutions has proudly delivered exceptional personnel and customer service, and we are confident that we can fulfill your requirements in all the areas outlined in your RFP for Information Technology Support Services. In addition, we agree to be bound by the proposal without modifications, unless mutually agreed to by SCV Water and the Proposer.

We have specific experience in supporting other Water Districts in CA and a wide variety of other private and government entities. We are extremely comfortable and have experience with all the technologies listed in your RFP. We are very familiar with the SCADA systems, PLC devices and how critical security and uptime is.

With our corporate office in Los Angeles, additional offices in the Ventura County and Fresno we feel that we are in a good position to provide you with the response time requested and adequately manager your entire infrastructure, with a combination of both onsite and remote resources.

"The proposal and cost schedule will be valid and binding for ninety (90) days."

Once again, X-act Technology Solutions, Inc. is pleased to present our Proposal to Provide IT Support Services for SCV Water. Should there be a specific area not addressed herein, please feel free to contact me at my direct line 818-465-6760, so that I may accommodate you accordingly.

Respectfully,



Adam Skinner
President
X-act Technology Solutions, Inc

Page 1 of 17



B. Executive Summary

Why Choose X-act Technology Solutions?

X-act Technology Solutions, Inc., is a **FULL SERVICE IT COMPANY** providing services such as: Business Phone Systems (VOIP), 24/7 Network and Desktop Support, IT related Security consulting and policy implementation, Data and Voice cabling, Disaster Recovery and High availability, Cloud consulting and strategic implementations, Complex long range wireless and WiFi designs and implementations.

We hold a C-10 license for electrical and low voltage work, as well as a Spin Number for E-rate and a SAM registration for Federal Government projects. For over a decade **X-act Technology Solutions, Inc** has provided complete IT solutions to Government, State and local entities, along with private enterprises. To name a few, we have worked on School Districts, Water Districts, Military Bases, Police Departments, Entire City's, Casino's, Financial Institutions, Medical Facilities and several other types of entities.

After reviewing the entire scope of work and learning about the current environment from the details of the RFP, we have chosen to bid on this project because we know that we can deliver the high end service SCV Water Needs. While we vast experience with several different types of private sector and government entities, we have direct experience supporting various size water districts and understand the complexities of their networks.

Having staff already familiar with SCADA systems, PLC Devices, ArcGIS, MVRS, Exchange/ Office 365, Great Plains, VMware/Hyper V and other systems utilized at your location, allow us to work together as an effective team. Here are some of our accomplishments:

- Microsoft Partner with Various Certifications, including MCSE & MCTS
- HPE/HP Partner with Various Hardware Certifications
- VMware Partner with Various Software Certifications
- Barracuda Partner with Various Software Certifications
- Cisco Partner with Various Certifications
- ShoreTel Partner with Installer and Engineer certifications
- ESET Partner with Various Certifications
- Superior Essex/Ortronics Partner with Certified Cable/Fiber Installers
- Leviton/BerkTek Partner with Certified Cable/Fiber Installers
- Vast experience in supporting standard computer applications, such as: Adobe, Microsoft Office, AutoCAD, SolidWorks, Document Management (including MS Access), Logmein, various anti-virus programs and etc.
- We Customize Our SLA for each agreement, no customer is exactly the same.
- Technicians live within 15 Miles - which means quicker response times



- Advanced Ticketing and remote management / monitoring software
- Staff constantly going to training/seminars to stay up-to date on Technology
- Background check performed on every Employee
- Full Service IT Company – we stock most everything the City needs from servers to Cat 6 cable. If something goes down we will get you back and running in no time
- Over 20 current City/Government contracts – which means we are familiar with city infrastructures and how things should work

By submitting this proposal, we acknowledge that we have read and understand the contents of the RFP and agree to comply with the requirements and conditions contained in the RFP and all of the applicable Exhibits/Attachments hereto.



C. Firm Background and Qualifications

C1

X-act Technology Solutions, Inc (X-act) has a home office address of 1920 Hillhurst Ave, Los Angeles, CA 90027, with a few additional offices throughout CA. We have a local address of 6323 Bertrand Ave, Encino, CA 91316 that is less than 25 miles away and our home office is less than 35 miles away. All of our offices are linked together and can be reached via our toll-free 866-XACT-FIX phone number.

X-act is currently a C Corporation, with Adam Skinner serving as President/CEO and Ed Coleman serving as COO. **X-act** was formed in 2007 by Adam Skinner and incorporated in 2009, giving us almost 12 years under one founder and principal with an exceptional customer reference list in the IT Support services area. **X-act** currently has 18 full time employees, and are spread across 2 major offices, with a few minor offices. We currently do not use any sub-contractors and will not be using any for this contract.

X-act has been financially profitable and debt free for over 7 years now. On average we do 5 – 7 million dollars a year in revenue, while recently we have been growing our security and CCTV division rapidly. We are also extremely proud to state that we have no judgements, litigation or contract cancellations that could impact our company strength or ability to perform services. We offer competitive pay, strong benefits and numerous rewards for our employees, which results in a long lasting relationship. We have several employees that have been with the company for over 5 years, and only 2 that have been with us for less than a year.

C2

X-act currently performs managed services for SCV Water along with several other entities. We have aided SCV Water on numerous projects working with budget or severe time constraints in certain areas and complex HA designs in other situations. Here are some references for review, more available upon request:

CASTIAC LAKE WATER AGENCY, SANTA CLARITA, CA - \$300,000 / Year
IT Support Contract/ IT Projects & Management / Fiber & Data Cabling
Customer Established: December 2015 – Current

X-act has a similar support contract with CLWA to perform 24/7 IT support and as needed project/helpdesk support. We do on-site and remote Support at 4 locations for the business network and assist with the SCADA networks as requested. They have approximately 200 users across the 4 sites, and 4 entirely separate SCADA networks on separate physical hardware.

IT Tech: Jeff Herbert (661) 297-1600, jherbert@clwa.org



NEWHALL COUNTY WATER DISTRICT, NEWHALL, CA - \$75,000 / Year
IT Support Contract / IT Projects & Management / Fiber & Data
Cabling

Customer Established: October 2017 – Current

X-act has a similar support contract with NCWD to perform end to end IT support. We do on-site and remote Support for the business and SCADA networks, including computers and mobile devices as requested. They have approximately 50 users at just 1 location, but utilize us for all IT needs, including their SCADA network.

Customer Service Manager: Robert McLaughlan (661) 259-3610 x 214,
rmclaughlan@ncwd.org



VALENCIA WATER AGENCY, VALENCIA, CA - \$50,000 / Year
Support Contract / IT Projects & Management

Customer Established: November 2017 – Current

X-act provides similar support for VVWA on a project and case by case basis. We work with existing IT company to cover support in the areas they do not. We do on-site and remote Support for the business and SCADA networks, including computers and mobile devices as requested. They have approximately 100 users at a single location.

Vice President of IT: Cris Perez (661) 295-6507, CPerez@valenciawater.com



THE GARDENS CASINO, Hawaiian Gardens, CA - \$750,000 / Year
IT Support Contract / IT Projects & Management / Fiber &
Data Cabling

Customer Established: June 2013 – Current

X-act provides similar support for HGC as to what is being requested in this RFP. HGC has been a customer of ours for a very long time and has grown from 25,000 sqft, to 250,000 sqft with us assisting in all areas of IT. We have assisted with day to day helpdesk needs, management of their mobile devices, several 3rd party vendor applications and special hardware integrations. We maintain 24x7 support, management and monitoring for this customer along with budget planning and routine IT meetings.

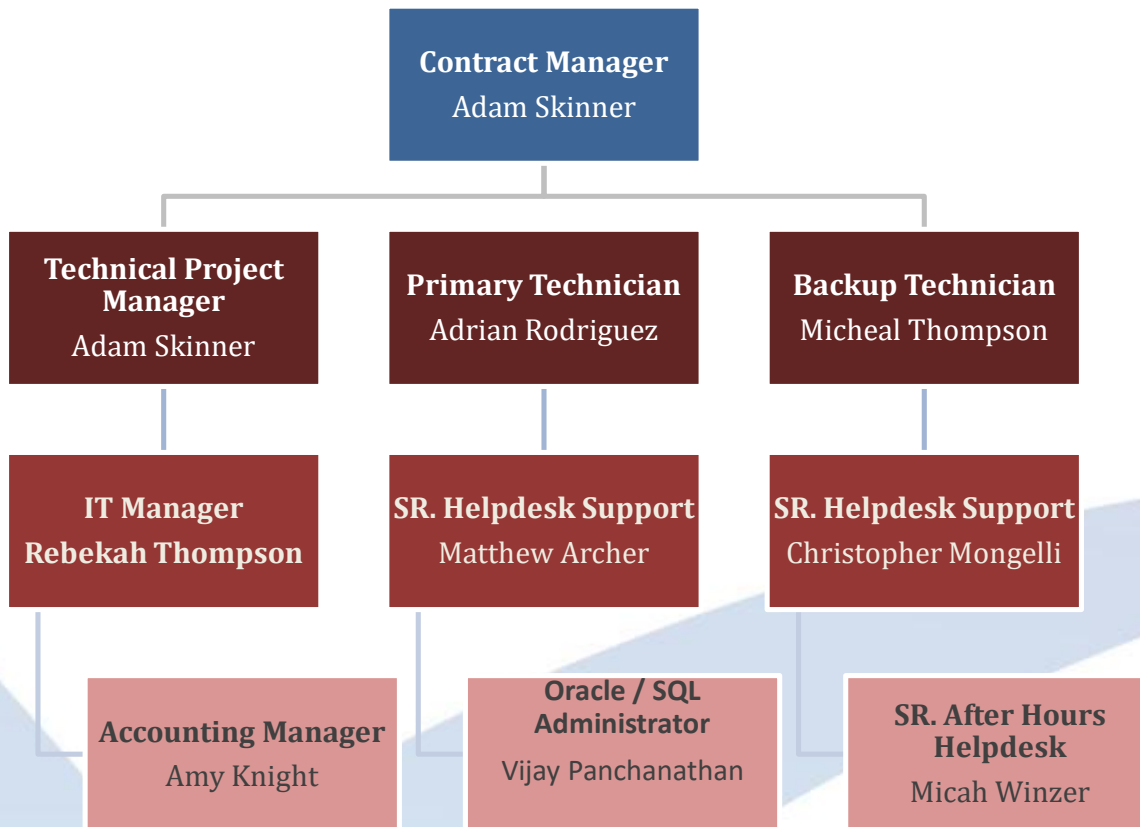
Director of IT: Sergio Cueva (562) 860-8890, scueva@hgcasino.com



D. Project Team

D1

Project Team Organizational Chart



D2

- **Adam Skinner – Contract Manager/Technical Project Manager (818) 465-6760** askinner@xactts.com
 - Bachelor's Degree From DeVry with a Double Major in: Business Administration and Network and Communications Management
 - 15 Years Working in the IT industry
 - 10 Years as CEO of X-act Technology Solutions
 - ShoreTel Installer & Engineer Certified
 - Microsoft: MCP, MCSE, Azure, Office 365
 - VMware: VSP and VTSP
 - Veeam: VMSP and VMTSP
 - CompTIA: A+ (expired) and Network+ (expired)
 - Cisco: CCENT, CCNA and Cisco Technical Design Certifications

- **Adrian Rodriguez – Primary Technician (818) 465-6767** arodriguez@xactts.com
 - Bachelor's Degree From ITT Tech in: Information Technology / Computer Networking Systems
 - 12 Years Working in the IT industry
 - 9 Years with X-act Technology Solutions, Inc
 - ShoreTel: Installer & Engineer Certified
 - Microsoft: MCP, MCSA (Azure Data Engineering
 - VMware: VSP and VTSP
 - Veeam: VMTSP and VMCE
 - Cisco: CCENT, CCNA and CCNP (CCIE in progress)
 - Meraki: Advanced Partner Training Course
 - HPE: ATP, Data Center and Cloud

- **Micheal Thompson – Backup Technician (818) 465-6767** mthompson@xactts.com
 - Bachelor's Degree From DeVry in: Networking and Computer Science
 - 17 Years Working in the IT industry
 - 6 Years with X-act Technology Solutions, Inc
 - Microsoft: MCSA, MS-100, MS-101 (various office 365 and azure partner courses)
 - VMware: VTSP and Design courses
 - Veeam: VMTSP
 - Cisco: CCENT, CCNA
 - Meraki: Advanced Partner Training Course
 - HPE: Server & Storage Architect Courses
 - Citrix: CCA-V, CCP-V and (CCE-V in progress)



- **Matthew Archer – SR. Helpdesk Support (818) 465-6767 marcher@xactts.com**
 - Associates Degree From Ventura College in: Computer Science
 - 8 Years Working in the IT industry
 - 2 Years with X-act Technology Solutions, Inc
 - Microsoft: MTA, various SQL, Sharepoint and C+ Classes
 - Cisco: CCENT (in Progress)
 - Apple: ACMT
 - Google: Certified G-Suite Administrator
 - CompTIA: A+ in progress

- **Christopher Mongelli – SR. Helpdesk Support (818) 465-6767 cmongelli@xactts.com**
 - Bachelor Degree From Western Governors University in: Network Operations and Administration
 - 8 Years Working in the IT industry
 - 3 Years with X-act Technology Solutions, Inc
 - Microsoft: MTA, MCTP
 - Veeam: VMTSP
 - Cisco: CCENT (in Progress)
 - CompTIA: A+, N+, Security+ (2011-11/2017-expired after 6 years)

- **Vijay Panchanathan – Oracle/SQL Administrator (818) 465-6767 vijay@xactts.com**
 - Bachelor Degree From Western Governors University in: Network Operations and Administration
 - 25 Years Working in the IT industry
 - 2 Years with X-act Technology Solutions, Inc
 - Vast Experience with IBM Cognos, SharePoint, SQL, Oracle and other database systems.

- **Rebekah Thompson – IT Manager (818) 465-6767 rthompson@xactts.com**
 - Bachelor Degree From University of Utah in: Business Administration and Political Science
 - 8 Years Working in the IT industry
 - 1.5 Years with X-act Technology Solutions, Inc
 - Vast Experience with team building, process development, event coordinating and documentation.

*No sub-contractors will be used for this bid.

**No Conflicts of interest for this bid.



D3

All listed personal are available for both onsite and remote support as necessary. **X-act** will make sure the project manager, primary technician and backup technician are extremely familiar with all of SCV Waters network, servers and computers, in addition to updating internal documentation reflecting current setup. This contract will include onsite consultations as needed from the project manager along with routine monthly meetings and reports as requested. We will perform onsite or remote meetings as requested.

All of **X-act's** proposed staff have been long time employees and are excited to have the opportunity to work with SCV Water. We have no planned staff changes during the course of this contract and will submit multiple options to the water district and introduce any new staff member for acceptance as requested.

D4

Resumes are summarized in D2, however if additional documentation is requested, it can be submitted prior to interviews.



E. Project Approach

X-act's Approach

E1/E3/E3

Immediately following the Effective Date of the agreement with SCV Water, X-act will commence the initial discovery and onboarding process. Depending on the final terms of the agreement, we like to initially start our onboarding before the support period starts, so we have adequate time to provide a smooth transition period.

During our onboarding process, X-act will conduct an infrastructure review focusing on assessing and documenting your network hardware, topology, backup strategy, overall security and common day-to-day IT support needs. We will also tour your existing IT facilities, computer rooms, telecommunications closets, and demarcation points. We will assess and document everything in our system required to provide a high level of support, including but not limited to:

- Physical Equipment (switches, servers, firewalls, AP's, load balancers, SANs and etc)
- Current routing topology, including copper/fiber links connecting equipment
- Current Backup and DR topology, including software and hardware in place
- Virtual Infrastructure and HA currently in place
- Mobile Device Management (MDM) solutions if in place
- WAN Security and existing setup / redundancy
- Desktop Setup, including windows and main software details
- Current Software licenses, includes checking for anything out of compliance
- Current Specialty applications, such as Email, ArcGIS, Wonderware and etc
- Printers and current usage / configurations

Once we have completed our assessment, we like to work with the primary site contact to develop a list of immediate and then long term items. One immediate item we like to address is the removal process of any software the previous support company used, and locking down firewalls / all systems they had access to.



X-act will provide fully qualified personnel that can perform the required work under the agreement resulting from this RFP. We will work with SCV Water to create a schedule for some routine onsite visits and then support all the in between times remotely. When an issue is high priority and cannot be resolved remotely we will send someone onsite according to your SLA. Personnel shall be available during normal business hours with a guarantee of response time according to your priority level request.

Priority Level	Description	SCV Water Contact
High Priority Level (P1) Response Time: 0-8 hours during business hours	The system/device failure or disruption has a direct and immediate impact on SCV Water business processes and would prevent SCV Water from providing one or more services to its customers.	<ul style="list-style-type: none"> • Jeff Herbert, IT Technician • Cris Perez, Director of Technology Services
Moderate Priority Level (P2) Response Time: Within 48 hours	The system/device failure or disruption has an impact on SCV Water business processes (while not direct) and would negatively affect the quality of SCV Water services to its customers.	<ul style="list-style-type: none"> • Jeff Herbert, IT Technician • Craig Larsen & Rene Ponce, IT Technicians
Low Priority Level (P3) Response Time: Within 5 business days	The system/device failure or disruption affects a single user and prevents a user from accessing or performing a function.	<ul style="list-style-type: none"> • Craig Larsen & Rene Ponce, IT Technicians



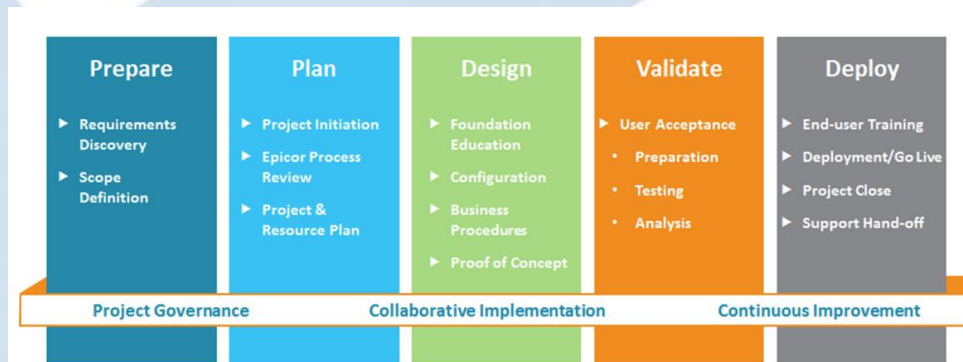
Our support model includes technical consulting, meeting with management or board members as frequently as needed to insure that you don't go out of compliance or get too far behind the technology curve. Because we don't charge extra for consulting as many firms do, we are able to provide a better service to our customers and keep them up to date with new technology.

Our IT Technicians work with clients to improve the quality of their IT management and service delivery. We apply our knowledge in this area to each of our clients' situations, and customize our management style to fit their specific needs, not a one size fits all method.

We provide our clients with a complete project management methodology that improves communication and delivery of services and lays the groundwork for high-quality, low-cost solutions that will meet the District's needs.

Because we are a full-service company, we are able to provide non-biased expertise in all areas of information technology. *Our methodology includes:*

- **Strategic Planning** – Maintaining a Five- Year Strategic Plan and Capital Replacement Plan
- **Project Planning** – Planning and executing individual projects on time and on budget
- **Budgeting** – Working with our client to maintain their IT budget and meet budgetary goals
- **Regular Communications** – Communicating upcoming goals, objectives, and the IT support status through monthly or quarterly IT committee meetings
- **Rapid Escalation** – Rapidly escalating critical problems within X-act so the right subject matter expert can be engaged to resolve the problem quickly and efficiently
- **Attention to Detail** – Working to maintain accurate documentation and track maintenance and vendor contracts and software licenses to ensure that there are no surprises in these often overlooked areas
- **Regular Measurement** – Measuring our accomplishments on a monthly basis and working to improve our performance



Detailed Ticketing With Several Advanced Options

Service Ticket #18725 - LT - Offline Locations:488 - XAct Tech - Ventura Office

Service Ticket #18725 is 22 days, 10 hours old -- Last Updated: 9/3/2014 2:03pm PDT by Zadmin

Company:	X-act Technology Solutions	Service Board:	Emergency Monitoring
Contact:	Adam Skinner	Status:	>Closed
Phone:	Ticket (818) 465-6760 400	Service Type:	Server
Email:	ASkinner@xactts.com	Service Sub Type:	
Site Name:	Main	Service Item:	
Address:	2912 Dunkirk Dr.	Source:	Email Connector
City:	Oxnard	Where:	Remote
State:	CA	Team:	Emergency Team
Zip:	93035	Severity:	Medium
Country:	United States	Impact:	Medium
Agreement:	Managed Service - Gold/Default	Priority:	Priority 1 - Critical
Opportunity:		Actual Hours:	0.00
Reqd Date:		Remaining:	0.00
SLA:	Standard SLA	Budget Hours:	0

Summary: LT - Offline Locations:488 - XAct Tech - Ventura Office

Detail Description: Customer has updated: **Wed 9/3/2014/1:33 PM PDT/ Adam Skinner (LabTechInt)**
Online check for XAct Tech - Ventura Office has FAILED.

Detailed Time Entry

ConnectWise: Time Entry

Daily Time Sheet Entry

Charge To: X-act Technology Solutions / 18725 - LT - Offline Locations:488 - XAct Tech - Ventura Office

Company: X-act Technology Solutions / 18725 - LT - Offline Locations:488 - XAct Tech - Ventura Office

Date: Thu 09/25/2014 Overnight?

Work Role: Server Technician

Agreement: Managed Service - Gold/Default

Member: Adam Skinner

Location: X-act Technology Solutions, In

Department: Managed Service

Ticket Status: >Closed

Enter Time Record (Ticket Status does not allow Time Entry)

Done with this scheduled event

Automatic Email Options:

Contact - Adam Skinner

Resources

Cc

Add notes to:

Ticket Detail Description

Ticket Internal Analysis

Ticket Resolution

Click to add new time entry

Start Time	End Time	Deduct	Actual Hours	Work Type	Billable
				Onsite Sunday/Holids	Billable

Notes: Firewall is not reachable over WAN or VPN. I have contacted ISP and they reported an outage in the area.

Internal Note:

Click to add new expense entry

Expense Type	Payment Method	Classification	Amount	Billable



Monthly Management Report

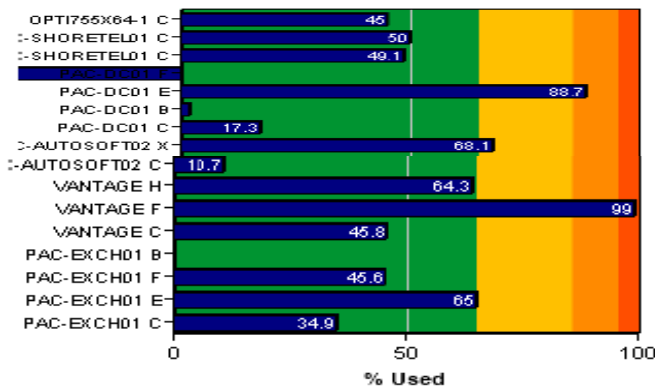
Management Summary

Prepared for: Premier Auto Credit
Created on: 4/6/2014
Period: 3/7/2014 - 4/6/2014

Network Health:



Server Disk Space:



Company Details:

Contact:	Scott Niedzwiecki
Account Manager:	Adam Skinner
Total Windows Servers:	6
Total Windows Workstations:	63
Total Servers:	6
Total Workstations:	63
Total Managed Machines:	69

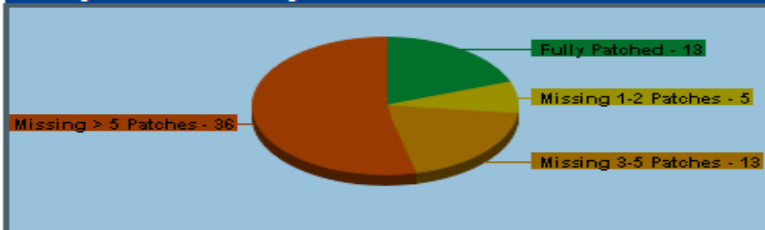
Service Request Statistics:

Escalated Items:	
Server Offline Alerts	0
Server Disk Space Low	2
Failed Backup Jobs	0
Total Closed Helpdesk Tickets	27

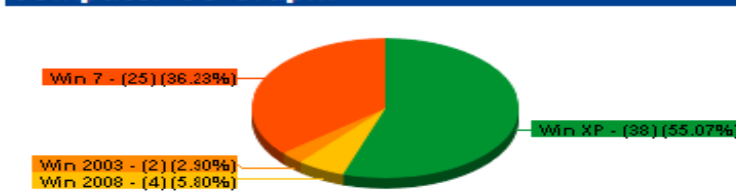
Business Continuity Indicators:

Network Uptime:	
Server Availability	100%
Threats Removed:	
Windows Patches Installed	181
Resources Utilization	
Average CPU Utilization:	5%
Average Memory Utilization:	56%

Computer Security Patches:



Computer OS Graph:



Detailed Monitoring and Performance Alerts

Agent Name	Monitor Name	Monitor Action	Monitor Service	Monitor Status	Monitor Reliability	Monitor Duration	Monitor Scan Date
ACCESSCONT...	ACCESSCONTROL - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	37d 14h 56m 34s	9/29/2014 8:51:47 PM
ACCOUNTING	ACCOUNTING - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	6d 12h 15m 30s	9/29/2014 9:01:21 PM
ACCOUNTING	ACCOUNTING - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	6d 12h 15m 30s	9/29/2014 9:01:21 PM
ACCOUNTING	ACCOUNTING - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	6d 12h 15m 30s	9/29/2014 9:01:21 PM
ACCOUNTING-01	ACCOUNTING-01 - Disk - C: Drive Space Critical-ACCOUN...	WMI	Select FreeSpace from Win32_LogicalDisk where Name = ...	Success	100%	7d 12h 37m 19s	9/29/2014 8:53:29 PM
ACCOUNTING-01	ACCOUNTING-01 - Disk - D: Drive Space Critical-ACCOUN...	WMI	Select FreeSpace from Win32_LogicalDisk where Name = ...	Success	100%	7d 12h 37m 19s	9/29/2014 8:53:29 PM
ACCOUNTING-01	ACCOUNTING-01 - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	7d 12h 37m 19s	9/29/2014 8:53:29 PM
ACCOUNTING-01	ACCOUNTING-01 - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	7d 12h 37m 19s	9/29/2014 8:53:29 PM
ACCOUNTING-01	ACCOUNTING-01 - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	7d 12h 37m 19s	9/29/2014 8:53:29 PM
AMIREREZ	AMIREREZ - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	67d 22h 22m 58s	9/29/2014 8:47:32 PM
APPLICATIONS...	APPLICATIONSERV - Disk - C: Drive Space Critical-APPLIC...	WMI	Select FreeSpace from Win32_LogicalDisk where Name = ...	Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - LT - Perf Monitors Enable	File	%\svcdir%\noperf	Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - File Directory Searches	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - Files Open	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - Files Opened Total	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - Errors Sec	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - File Cache Hits %	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - HTTP Requests	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - Perf - Total Files Cached	Perf		Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM
APPLICATIONS...	APPLICATIONSERV - SVC-IISADMIN	Service	IISADMIN	Success	100%	2d 17h 1m 46s	9/29/2014 9:02:55 PM

Detailed Invoicing that can be broken up per department as requested



X-act Technology Solutions, Inc
2912 Dunkirk Dr.
Oxnard, CA 93035
(866) 922-8349

Bill To:
Cedar Financial Attn: Rachel Moaddab 24009 Ventura Blvd Suite 200 Calabasas, CA 91302

Date	Invoice
09/10/2014	20664
Account	
Cedar Financial	

Terms	Due Date	PO Number	Reference	
Net 10 Days	09/20/2014		August Support Overages	95-46-22272

Services	Work Type	Hours	Rate	Amount
Agreement Billable Time: Cedar Financial - Block				
Server Technician	Onsite Regular	2.50	95.00	\$237.50
Desktop Technician	Remote Regular	1.00	70.00	\$70.00
Network Engineer	Remote Regular	1.50	120.00	\$180.00
Server Technician	Remote Regular	7.25	95.00	\$688.75

Block Time Contract Details	Quantity	Price	Amount
Agreement: Cedar Financial - Block			
Hard Drive: Refurbished DELL 1.2TB 10K SAS 2.5IN	2.00	\$499.00	\$998.00
CPU: Intel Xeon X5670 2.93GHz Six-Core 12MB Cache 6.40GT/s SLBV7 Processor	2.00	\$185.00	\$370.00

Make checks payable to X-act Technology Solutions	Invoice Subtotal:	\$2,529.25
	Sales Tax:	\$123.12
	Invoice Total:	\$2,652.37



F. References

CASTIAC LAKE WATER AGENCY - IT Tech: Jeff Herbert (661) 297-1600, jherbert@clwa.org

NEWHALL COUNTY WATER DISTRICT - Customer Service Manager: Robert McLaughlan (661) 259-3610 x 214, rmclaughlan@ncwd.org

VALENCIA WATER AGENCY - Vice President of IT: Cris Perez (661) 295-6507, CPerez@valenciawater.com

THE GARDENS CASINO - Director of IT: Sergio Cueva (562) 860-8890, scueva@hgcasino.com

CITY OF HAWAIIAN GARDENS – IT Support: Sergio Romero (562) 884-0421 sergio@hgcity.org

CITY OF WEST COVINA – Public Works Supervisor: Miguel Hernandez (626) 939-8731 miguel.hernandez@westcovina.org

AZUSA UNIFIED SCHOOL DISTRICT – Network Technician: Douglas Rauda 626-858-6520 drauda@azusa.org

*For additional reference details please references Section C2.

**Additional references available upon request.



Pricing

Monthly Service Charges for Managed Services (Inclusive of expenses)			
Types of Services	Year 1-3	Year 4 (Optional)	Year 5 (Optional)
A. Helpdesk Services	\$720,000	\$264,00	\$264,000
B. Network and Security Management	\$189,000	\$69,300	\$69,300
C. Server Administration	Included in A+B	Included in A+B	Included in A+B
D. SCADA Application Monitoring	\$63,000	\$23,100	23,100
E. Mobile Device Management	Included in A+B	Included in A+B	Included in A+B
F. User Access Management	Included in A+B	Included in A+B	Included in A+B

Detailed Pricing Breakdown:

Helpdesk Services, Server Administration, Mobile Device Management and user Access Management based on user count and network complexity, \$20,000/month x 36 months = \$720,000

Network Management per Locations \$750 x 7 = \$5,250/month x 36 months = \$189,000

SCADA \$250 x 7 locations = \$1,750/Month x 36 months = \$63,000

If not all locations need full services, price would be reduced according to above breakdown.

Hourly rates for as-needed IT Support Services (Fully-Burdened Rates)			
Staffing Levels	Year 1-3	Year 4 (Optional)	Year 5 (Optional)
Helpdesk Tech	\$75/hr	\$90/hr	\$90/hr
Server Tech	\$100/hr	\$125/hr	\$125/hr
Network Engineer	\$125/hr	\$150/hr	\$150/hr
Database Engineer	\$150/hr	\$175/hr	\$175/hr
Database Development	\$175/hr	\$200/hr	\$200/hr

****Blocks purchased in advance can be further discounted**



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ATTACHMENT 3

RESOLUTION NO. ____

**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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BOARD MEMORANDUM

DATE: December 19 , 2018
TO: Board of Directors
FROM: Rochelle Patterson 
Director of Finance and Administration
SUBJECT: Approve Re-adopting the Investment Policy

SUMMARY AND DISCUSSION

Pursuant to Government Code Section 53646, the California Legislature mandates that the Agency annually prepare and adopt an Investment Policy. The Agency last adopted its policy in February 2018. The Agency's Investment Policy applies to all divisions of SCV Water, including both Regional and Retail Divisions. There have been no changes in state Government Codes which affect local government investments and staff does not recommend any changes to the Investment Policy. Staff recommends the Board of Directors re-adopt the attached Investment Policy.

FINANCIAL CONSIDERATIONS

None.

RECOMMENDATION

That the Board of Directors re-adopt the attached 2019 Investment Policy.

RP

Attachments

M65

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POLICIES, RULES AND REGULATIONS	
Title: INVESTMENT POLICY	
Policy No.: F-2	Section Nos.: F-2.1 – F2.15
Approval Date: January 2019	Effective Date: January 2019
Approved By: Board of Directors	

F-2 INVESTMENT POLICY

F-2.1 POLICY

F-2.1.1 WHEREAS; the Legislature of the State of California has declared that the deposit and investment of public funds by local officials and local agencies is an issue of statewide concern; and

F-2.1.2 WHEREAS; the legislative body of a local agency may invest surplus monies not required for the immediate necessities of the local agency in accordance with the provisions of California Government Code Sections 53601 et seq.; and

F-2.1.3 WHEREAS; the Treasurer of the Santa Clarita Valley Water Agency (“Agency”), acting under the direction and authority of the Finance Committee of the Agency, shall annually prepare and submit a statement of investment policy and such policy, and any changes thereto, shall be considered by the Board of Directors at a public meeting;

F-2.1.4 NOW THEREFORE, it shall be the policy of the Agency to invest funds in a manner, which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Agency and conforming to all statutes governing the investment of Agency funds.

F-2.2 SCOPE

This investment policy applies to all financial assets of the Agency. These funds are accounted for in the annual Agency audit. The Agency pools all cash for investment purposes. This policy is applicable, but not limited to all funds listed below:

- General/Operating Fund
- Special Revenue Funds
 - a) One Percent Property Tax Fund
 - b) Facility Capacity Fee Fund
 - c) State Water Project Fund
- Capital Project Fund
- Debt Service Fund
- Reserve Funds
- Enterprise Fund
- Grant Funds



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F-2.3 PRUDENCE; RESPONSIBILITY

F-2.3.1 Prudence: Investments shall be made with judgment and care, under circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the Agency, which persons of prudence, discretion and intelligence exercise in the management of their own affairs; not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived. The standard of prudence to be used by investment officials shall be the "prudent investor" standard (California Government Code 53600.3) and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

F-2.3.2 Responsibility: The Treasurer and other individuals assigned to manage the investment portfolio, acting with the intent and scope of this investment policy while exercising due diligence, shall be relieved of personal responsibility for the credit risk and market price risk for securities held in the investment portfolio, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

F-2.4 OBJECTIVES

When investing, reinvesting, purchasing, acquiring, exchanging, selling and managing public funds, the primary objectives, in priority order, of the investment activities shall be:

F-2.4.1 Safety: Safety of principal is the foremost objective of the investment program. Investments of the Agency shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

F-2.4.2 Liquidity: The investment portfolio will remain sufficiently liquid to enable the Agency to meet all operating requirements and budgeted expenditures. Investments will be undertaken with the expectation that unplanned expenses will be incurred; therefore, portfolio liquidity will be created to cover reasonable contingency costs.

F-2.4.3 Return on Investments: The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and the cash flow characteristics of



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the portfolio. The goal is to maximize return while ensuring that safety and liquidity objectives are not compromised.

F-2.5 DELEGATION OF AUTHORITY

Authority to manage the investment program is derived from California Government Code 53600, et seq. Overall accountability and authority for implementation of this policy shall remain with the Board of Directors of the Agency and overseen by the Agency’s Finance Committee. The day-to-day responsibility for management and implementation of the investment program is hereby delegated to the Treasurer, who, where and when appropriate, shall establish written procedures for the operation of the investment program consistent with this investment policy. With this delegation the Treasurer is given the authority to utilize internal staff and outside investment managers to assist in the investment program. The Treasurer shall use care to assure that those assigned responsibility to assist in the management of the Agency's portfolio do so in accordance with this policy. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Treasurer. The Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials. Under the provisions of California Government Code 53600.3, the Treasurer is a trustee and a fiduciary subject to the prudent investor standard.

F-2.6 ETHICS AND CONFLICTS OF INTEREST

The Treasurer and officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Officials and staff members involved with the investment function shall disclose to the Board of Directors any personal financial interest with a financial institution, broker or investment issuer conducting business with the Agency. Officials and staff members shall further disclose to the Board of Directors any personal financial interest in any entity related to the investment performance of the Agency's portfolio.

F-2.7 AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS

The Treasurer will maintain a list of financial institutions, selected on the basis of credit worthiness, financial strength, experience and minimal capitalization authorized to provide investment services. In addition, a list will also be maintained of approved security broker/dealers selected by credit worthiness who are authorized to provide investment and financial advisory services in the State of California. No public deposit shall be made except in a qualified public depository as established by state laws.

For brokers/dealers of government securities and other investments, the Treasurer shall select only broker/dealers who are licensed and in good standing with the California



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Department of Securities, the Securities and Exchange Commission, the National Association of Securities Dealers or other applicable self-regulatory organizations.

Before engaging in investment transactions with a broker/dealer, the Treasurer shall have received from said firm a signed Certification Form. This form shall attest that the individual responsible for the Agency’s account with that firm has reviewed the Agency’s Investment Policy and that the firm understands the policy and intends to present investment recommendations and transactions to the Agency that are appropriate under the terms and conditions of the Investment Policy.

The Agency is a local agency authorized to invest surplus monies in the Local Agency Investment Fund (LAIF). LAIF is a special trust fund in the custody of the State Treasurer and the Local Investment Advisory Board created under Government Code Section 16429.2, which advises the State Treasurer on the investment and reinvestment of LAIF deposits. Each local agency with LAIF deposits has a separate account within LAIF, but the total deposits in LAIF are managed as a pooled investment account. The securities eligible for LAIF investments are statutorily specified in Government Code Section 16430 and are more conservative than those investments permitted under Government Code Section 53601, which governs the management of invested surplus monies by local agencies. Accordingly, the Treasurer need not be concerned with the qualifications of those financial institutions and broker/dealers with whom LAIF transacts business.

F-2.8 PORTFOLIO MATURITY LIMITS

The maximum maturity for any single investment in the portfolio shall not exceed five years. The maximum weighted average maturity for the investment portfolio shall not exceed three years.

When a security has a mandatory put date, the put date should be used when calculating weighted average portfolio maturity. When a security has an optional put date, the optional put date should be used when calculating weighted average portfolio maturity so long as the put is at the discretion of the Agency and the put price is equal to or greater than the market value for the security. (A put is a contract that gives its holder the right to sell an underlying security, commodity, or currency before a certain date for a predetermined price.)



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F-2.9 AUTHORIZED AND SUITABLE INVESTMENTS

The Agency is empowered by California Government Code 53601 et seq. to invest in the following:

F-2.9.1 Bonds issued by the Agency.

F-2.9.2 United States Treasury Bills, Notes and Bonds.

F-2.9.3 Registered state warrants or treasury notes or bonds issued by the State of California.

F-2.9.4 Registered treasury notes or bonds of any of the 49 United States in addition to California, including bonds payable solely out of revenues from revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States, in addition to California.

F-2.9.5 Bonds, notes, warrants or other evidence of debt issued by a local agency within the State of California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency; and also including pooled investment accounts sponsored by the State of California, County Treasurers, other local agencies or Joint Powers Agencies. The LAIF is an approved pooled investment account.

F-2.9.6 Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by, or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

F-2.9.7 Bankers' acceptances otherwise known as bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances may not exceed 180 days' maturity or 40% of the Agency's money that may be invested pursuant to this policy. However, no more than 30% of the Agency's money can be invested in the bankers' acceptances of any single commercial bank.

F-2.9.8 Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally-recognized statistical-rating organization. The entity that issues the commercial paper shall either be:



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F-2.9.8.1 organized and operating within the United States as a general corporation, shall have total assets in excess of Five Hundred Million Dollars (\$500,000,000), and shall issue debt, other than commercial paper, if any, that is rated in a rating category of “A” or its equivalent or higher by a nationally-recognized statistical-rating organization; or

F-2.9.8.2 organized within the United States as a special-purpose corporation, trust, or limited liability company, have program-wide credit enhancements including, but not limited to, over collateralization, letters of credit, or surety bond, and has commercial paper that is rated “A-1” or higher, or the equivalent, by a nationally-recognized statistical-rating organization.

Eligible commercial paper shall have a maximum maturity of 270 days or less. The Agency shall invest no more than 25% of its money in eligible commercial paper. The Agency shall purchase no more than 10% of the outstanding commercial paper of any single corporate issue.

F-2.9.9 (i) Negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federal or state-licensed branch of a foreign bank; and (ii) certificates of deposit at a commercial bank, savings bank, savings and loan association or credit union that uses a private sector entity that assists in the placement of such certificates of deposit, pursuant to Government Code Section 53601.8.

Purchases of negotiable certificates of deposit under (i) of this section and certificates of deposit under (ii) of this section may together not exceed 30% of the Agency’s money which may be invested pursuant to this policy. The Board of Directors and the Treasurer are prohibited from investing Agency funds, or funds in the Agency’s custody, in negotiable certificates of deposit issued by a state or federal credit union if a member of the Board of Directors, or any person with investment decision-making authority within the Agency also serves on the Board of Directors, or any committee appointed by the Board of Directors, or the credit committee or the supervisory committee of the state or federal credit union issuing the negotiable certificates of deposit.

F-2.9.10 Repurchase/Reverse Repurchase Agreements of any securities authorized by Section 53061. The market value of securities that underlay a repurchase agreement shall be valued at one hundred two percent (102%) or



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greater of the funds borrowed against those securities, and are subject to the special limits and conditions of California Government Code 53601(j).

F-2.9.11 Medium term notes, defined as all corporate and depository institution debt securities with a maximum remaining maturity of 5 years or less, issued by corporations organized and operating with the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of “A” or its equivalent or better by a nationally recognized rating service. Purchases of medium-term notes shall not include other instruments authorized by this policy and shall not exceed 30% of the Agency’s money which may be invested pursuant to this policy.

F-2.9.12 Shares of beneficial interest issued by diversified management companies (mutual funds) investing in the securities and obligations authorized by this policy, and shares in money market mutual funds, subject to the restrictions of California Government Code Section 53601(l). The purchase price of investments under this subdivision shall not exceed 20% of the Agency’s investments under this policy. However, no more than 10% of the Agency’s money may be invested in any one mutual fund.

F-2.9.13 Moneys held by a trustee or fiscal agent and pledged to the payment or security of bonds or other indebtedness, or obligations under a lease, installment sale, or other agreement of a local agency, or certificates of participation in those bonds, indebtedness, or lease installment sale, or other agreements, may be invested in accordance with the statutory provisions governing the issuance of those bonds, indebtedness, or lease installment sale, or other agreement, or to the extent not inconsistent therewith or if there are no specific statutory provisions, in accordance with the ordinance, resolution, indenture, or agreement of the local agency providing for the issuance.

F-2.9.14 Notes, bonds, or other obligations that are at all times secured by a valid first priority security interest in securities of the types listed by California Government Code Section 53651 as eligible securities for the purpose of securing local agency deposits having a market value at least equal to that required by California Government Code Section 53652 for the purpose of securing local agency deposits. The securities serving as collateral shall be placed by delivery or book entry into the custody of a trust company or the trust department of a bank which is not affiliated with the issuer of the secured obligation, and the security interest shall be perfected in accordance with the



POLICIES, RULES AND REGULATIONS	
Title: INVESTMENT POLICY	
Policy No.: F-2	Section Nos.: F-2.1 – F2.15
Approval Date: January 2019	Effective Date: January 2019
Approved By: Board of Directors	

requirements of the Uniform Commercial Code or federal regulations applicable to the types of securities in which the security interest is granted.

F-2.9.15 Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond of a maximum of five years maturity. Securities eligible for investment under this subdivision shall be issued by an issuer rated in a rating category of "A" or its equivalent or better for the issuer's debt as provided by a nationally recognized rating service and rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service. Purchase of securities authorized by this subdivision shall not exceed 20% of the Agency's money that may be invested pursuant to this policy.

F-2.9.16 Shares of beneficial interest issued by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized under Government Code Section 53601. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible, the joint powers authority issuing the shares must have retained an investment advisor that is registered or exempt from registration with the Securities and Exchange Commission, have not less than five years of experience in investing in the securities and obligations authorized under Government Code Section 53601, and have assets under management in excess of five hundred million dollars (\$500,000,000).

F-2.9.17 Proposition 1A receivables sold pursuant to California Government Code Section 53999. A "Proposition 1A receivable" constitutes the right to payment of moneys due or to become due to a local agency, pursuant to clause (iii) of subparagraph (B) of paragraph (1) of subdivision (a) of Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the Revenue and Taxation Code.

F-2.9.18 United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30 percent of the agency's moneys that may be invested pursuant to this section.



POLICIES, RULES AND REGULATIONS	
Title: INVESTMENT POLICY	
Policy No.: F-2	Section Nos.: F-2.1 – F2.15
Approval Date: January 2019	Effective Date: January 2019
Approved By: Board of Directors	

F-2.9.19 Any other investment security authorized under the provisions of California Government Code Sections 5922 and 53601.

Such investments shall be limited to securities that at the time of the investment have a term remaining to maturity of five years or less, or as otherwise provided in Government Code Section 53601.

The Agency shall not invest any funds covered by this Investment Policy in inverse floaters, range notes, interest-only strips derived from mortgage pools or any investment that may result in a zero interest accrual if held to maturity.

F-2.10 COLLATERALIZATION

All certificates of deposit must be collateralized by United States Treasury Obligations. Collateral must be held by a third party trustee and valued on a monthly basis. The percentage of collateralizations on repurchase and reverse agreements will adhere to the amount required under California Government Code 53601(i)(2).

F-2.11 SAFEKEEPING AND CUSTODY

All securities owned by the Agency, except collateral for repurchase agreements, will be held in safekeeping at a third party bank trust department that will act as agent for the Agency under terms of a custody agreement.

Securities used as collateral for repurchase agreements with a term of up to seven days can be safe kept by a third party bank trust department, or by the broker/dealer's safekeeping institution, acting as agent for the Agency under the terms of a custody agreement executed by the broker/dealer and the Agency and specifying the Agency's perfected ownership of the collateral.

Payment for all transactions will be conducted on a delivery-versus-payment (DVP) basis.

F-2.12 LEVERAGING

Investments may not be purchased on margin. Securities can be purchased on a "When Issued" basis only when a cash balance can be maintained to pay for the securities on the purchase settlement date.

F-2.13 DIVERSIFICATION

The Agency will diversify its investments by security type and institution. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer or a specific class of securities.



POLICIES, RULES AND REGULATIONS	
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Diversification strategies shall be reviewed and revised periodically. In establishing specific diversification strategies, the following general policies and constraints shall apply:

F-2.13.1 Portfolio maturity dates shall be matched versus liabilities to avoid undue concentration in a specific maturity sector.

F-2.13.2 Maturities selected shall provide for stability of income and liquidity.

F-2.13.3 Disbursement and payroll dates shall be covered through maturities of investments, marketable United States Treasury bills or other cash equivalent instruments such as money market mutual funds.

F-2.14 REPORTING

The Treasurer shall submit to each member of the Board of Directors an investment report at least monthly. The report shall include a complete description of the portfolio, the type of investments, the issuers, maturity dates, par values and the current market values of each component of the portfolio, including funds managed for Agency by third party contracted managers. The report will also include the source of the portfolio valuation. For funds, which are placed in LAIF, FDIC-insured accounts and/or in a county investment pool, the foregoing report elements may be replaced by copies of the latest statements from such institutions. The report must also include a certification that (1) all investment actions executed since the last report have been made in full compliance with the Investment Policy and, (2) the Agency will meet its expenditure obligations for the next six months as required by Government Code Section 53646(b)(2) and (3), respectively. The Treasurer shall maintain a complete and timely record of all investment transactions.

F-2.15 INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by resolution of the Agency. Moreover, the Policy shall be reviewed on an annual basis, and modifications must be approved by the Board of Directors.

(Originally Adopted February 2018)



BOARD MEMORANDUM

DATE: December 20, 2019

TO: Board of Directors

FROM: Rochelle Patterson *[Signature]*
Director of Finance and Administration

SUBJECT: Approve Entering Into a New Contract with Fieldman Rolapp & Associates for Financial Advisor Services

SUMMARY

Staff recommends a new one-year contract with Fieldman Rolapp & Associates (FRA) for as-needed debt management and financial advisory services in the amount not to exceed \$99,500 for the period of January 1, 2019 through December 31, 2019. The Agency first engaged FRA in 2008 to address issues with the Agency’s interest rate swap. In the last five years, the Agency has expensed \$68,044 with FRA for financial advisory services. (Expenses incurred for bond issuances will be recovered through bond proceeds.)

FY 2018/19	\$14,562.08
FY 2017/18	\$16,369.42
FY 2016/17	\$13,664.30
FY 2015/16	\$ 3,281.25
FY 2014/15	\$20,166.50

DISCUSSION

Staff recommends a new one-year contract based on FRA's continued good service, familiarity with the Agency’s finances, its relationship with the rating agencies and its ongoing rapport with the Agency, as well as the good service and support that it has provided. Examples of ongoing work include obtaining ratings from the rating agencies for debt issuance as well as for ongoing rating agency surveillance, interpretation of Frank-Dodd rules and regulations and updating the Debt Management and Derivative policies. FRA resources can assist staff with upcoming projects, such as creating forecasting models for budgets, rates and capital planning.

FRA was the financial advisor for the Santa Clarita Water Division’s issuance of new debt in 2017 (Series 2017A) and the Valencia Water Division issuance in 2018 (Series 2018A).

As the Agency considers the issuance of new bonds in 2019 to continue the Capital Improvement Program projects, FRA will be instrumental in analyzing the Agency’s options including sizing the potential bond issuance.

FINANCIAL CONSIDERATIONS

The new contract would cover charges for services based on hourly rates as shown in Attachment 1. Should the Agency issue debt, the fees would be based on transaction size, as

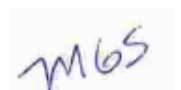
shown in Attachment 1, and those fees would be covered by bond proceeds. Based on activity to date, staff recommends an amount not to exceed \$99,500 for on-going, as-needed debt management and financial advisory services.

RECOMMENDATION

That the Board of Directors approve entering into a contract with Fieldman Rolapp & Associates for financial advisor services in an amount not to exceed \$99,500.

RP

Attachment

Handwritten initials "MBS" in blue ink, enclosed in a light blue rectangular box.

ATTACHMENT 1

Fieldman Rolapp & Associates/Fieldman Rolapp Financial Services, LLC.

Fee Schedule

Non-Transactional Fees

For non-transactional engagements, to be paid on a non-contingent hourly basis, plus reimbursement for verifiable expenses. FRA agrees to hold the hourly rates, shown below, in effect through December 2019.

Hourly Rates:

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officers	\$345.00
Principals	\$315.00
Senior Vice President	\$295.00
Vice Presidents	\$245.00
Assistant Vice President	\$210.00
Senior Associate	\$165.00
Associate	\$140.00
Analyst.....	\$95.00
Administrative Assistants	\$75.00
Clerical.....	\$45.00

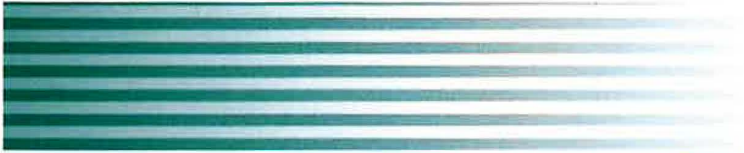
Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges.

Fees for Debt Issuance (Transactional Fees)

<u>Transaction Size</u>			<u>Negotiated Sale Fees</u>	<u>Competitive Sale Fees</u>
\$1	to	\$10,000,000	\$36,000	\$45,000
\$10,000,001	to	\$20,000,000	\$46,000	\$55,000
\$20,000,001	to	\$30,000,000	\$55,000	\$65,000
\$30,000,001	to	\$60,000,000	\$65,000	\$75,000
\$60,000,001	to	And above	To be negotiated	To be negotiated

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Fieldman, Rolapp & Associates, Inc.

PROPOSAL TO PROVIDE

MUNICIPAL ADVISORY SERVICES

TO

SANTA CLARITA VALLEY WATER AGENCY



December 20, 2018

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December 20, 2018

Mr. Matt Stone, General Manager
Santa Clarita Valley Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Re: **Proposal for Contract Extension in Connection with Municipal Advisory Services**

Dear Mr. Stone:

We are pleased to submit this proposal to Santa Clarita Valley Water Agency ("SCVWA", or the "Agency") for Municipal Advisory Services. The experience of Fieldman, Rolapp & Associates, Inc. (the "Firm" or "FRA") with water finance and the Agency as its advisor for nearly ten years will permit us to continue to provide unparalleled services and advice to the Agency. As you are aware, we are small enough to give you personalized service, yet large enough to offer that service in a very sophisticated manner. We propose no changes to our existing contract, other than an extension of one year.

Over the last ten years, FRA is still California's leading municipal financial advisor having advised on more California public utility related finance issues than any other financial advisory firm. Additionally we are the leading financial advisory firm in the area of Community Facilities Districts, having recently completed 44 bond issues. The proposed team of professionals has in-depth knowledge of the Agency and has a proven record of delivering high quality advisory services and work products. Our commitment to supplying detailed quantitative analyses underlying each recommendation will facilitate the making of prudent decisions by SCVWA. We trust that the material contained herein will conclusively demonstrate the usefulness of engaging our team for at least another year.

FRA is the right advisor for SCVWA:

- We have provided advice that has (i) guided the Agency through the liquidity crisis in 2008; (ii) resulted in higher credit ratings for the wholesale and retail issuers; and (iii) provided favorable results in numerous refunding and new money transactions.
- We have a long history of successful service to California municipalities, with an emphasis on water and wastewater enterprises, and have been providing independent financial advice to our clients for over 50 years.
- We are the most experienced financial advisor for water and wastewater financings in California. Since 2008, we have advised on 159 water/wastewater transactions nearly totaling \$5 billion in par amount of obligations sold.
- We develop debt issuance strategies that achieve high credit ratings, enabling issuers to access capital at the lowest possible cost.
- We have significant experience in developing financial models in support of reserve policy levels, long-range financial plans, and short-term funding plans.

The team is highly experienced and will seamlessly continue to work for SCVWA. We are confident that our unparalleled depth of knowledge and experience with SCVWA and the industry will provide the Agency with extraordinary service.

Respectfully submitted,
FIELDMAN, ROLAPP & ASSOCIATES, INC.



Robert A. Porr
Senior Vice President



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APPENDIX A: Project Team Resumes

APPENDIX B: Standard Proposal Regulatory Disclaimers & Disclosures



1. STATEMENT OF FIRM EXPERIENCE

Fieldman, Rolapp & Associates, Inc. (“FRA” or the “Firm”) founded in 1966, is a full service, independent, financial advisory firm that is headquartered in Orange County, California. As an independent advisor, FRA neither underwrites bonds nor has a relationship, direct or otherwise, with any municipal bond underwriter, broker/dealer or financial institution. The Firm represents public entities and non-profit organizations only and does not represent for profit enterprises. Our staff of 14 (10 financial advisors), are all based in Irvine with one Partner of the firm now residing in Northern California. Through our Employee Stock Ownership Program (ESOP), our employees, as beneficial owners of the Firm, participate in an ownership culture. Each of us has a strong interest in being efficient and providing responsive service on each and every assignment.

For more than 50 years, FRA has provided financial advisory services to California municipalities and has had a dedicated focus on special districts providing California water and/or wastewater services. The results of our commitment to the California water industry are demonstrated by our rankings: FRA leads all other financial advisory firms in completing water/wastewater related financings for California entities, both special districts and California cities with water enterprises. The table to the right shows Thomson Reuters rankings of the top ten financial advisors’ experience with California water and/or wastewater bond issues over the past ten years.

TOP 10 FINANCIAL ADVISORS IN CALIFORNIA Water & Wastewater Financings, 2008 - 2017*		
FINANCIAL ADVISOR	# of Issues	Par Amount (US\$ mil)
1 Fieldman Rolapp & Associates	159	\$4,954
2 Public Resource Advisory Group	111	\$13,036
3 Public Financial Mgmt Inc	96	\$6,544
4 Montague DeRose & Associates	68	\$11,322
5 Urban Futures Inc	36	\$636
6 KNN Public Finance	27	\$1,920
7 Bartle Wells Associates	25	\$856
8 NHA Advisors	24	\$308
9 C M de Crinis & Co Inc	16	\$170
10 FirstSouthwest	14	\$776
TOP TEN TOTALS	576	\$40,523

* Source: Thomson Reuters on Demand as of December 31, 2017. Includes sole advisory roles only

The number of transactions and assignments that we have completed and the diversity of our clients have given our professionals a better understanding of the business side of the municipal water/wastewater industry and the challenges faced. Challenges facing California utilities not only come from providing essential services, but from the financial markets. Our understanding of the water industry and thorough understanding of public finance permits us to address challenges with practical, yet effective financial solutions.

FRA concentrates its consulting activities in the following areas:

- Creating financial plans, whether short or long term, that allow our clients to successfully and economically fund capital needs.
- Developing debt management and reserve policies necessary to form a strong financial foundation.
- Preparing models that use alternative funding sources and clearly present financial outcomes to allow clients to make fully informed decisions.
- Establishing credit rating objectives and strategies to ensure capital market access at the lowest cost possible.
- Timely execution of financing plans by aggressively managing the capital funding process.
- Advising on investing capital and operating moneys to maximize earnings without risk to principal or sacrificing liquidity.
- Advising on using (or terminating) interest rate swaps and other hedging mechanisms to address specific financial risks.

Although each activity can be addressed individually, our approach views each of our consulting activities as an integral component of a global strategy. Our advice addresses every aspect of a client's financial status. By concentrating on a client's global strategy, the Firm provides practical and cost-effective advice in every aspect of the capital process.

Customized Financial Models

Some examples of customized financial models we frequently create include:

Financial modeling to determine optimal debt structures. FRA is familiar with each of the traditional public funding structures – private placements, direct loans and publicly issued bonds. We have extensive experience with designing a financial model capable of using alternative funding sources to meet a variety of client objectives. We work with our clients to determine which outputs of a model are most important to a client, for example key credit metrics and overall cost. We then design the model to have outputs that show overall debt service costs from competing funding sources, as well as debt service coverage and other key credit rating metrics. We utilize the model outputs to advise our clients on their best options, including a comparison of potential overall funding costs.

Federal WIFIA Loan Experience. In 2017, we were retained by Orange County Water District to provide assistance and guidance in the creation of the required 40-year financial model related to obtaining a Federal Loan through the EPA's Water Infrastructure Finance and Innovation Act ("WIFIA"). We subsequently advised the District on the implementation, documentation, and financial modeling related to closing of the \$135 million WIFIA Loan in July of 2018. Our role included quantifying the benefits of the Federal Loan compared to a traditional capital market transaction.

FRA has also advised Silicon Valley Clean Water in the development of a long-range financial plan and financial model in support of its submission of a Letter of Interest for WIFIA Loan financing in 2017 and 2018. The model analyzes funding alternatives for its \$600 million capital improvement plan required to fully replace certain key wastewater conveyance tunnels and upgrade treatment plant facilities. The model allows for the pairing of different proportions of various funding alternatives to optimize debt issuance. FRA developed the responses and content for the financial section of the LOI. Our customized financial model produced the necessary data and information to meet or exceed the level of information required by the LOI. In October 2018 Silicon Valley Clean Water was invited by EPA to file an application for a WIFIA Loan. We are currently engaged in the application process by updating the financial model and providing summaries of the funding plan and credit analysis.

Credit Metric Analysis Model. Our financial modeling integrates key rating agency credit metrics. This information allows us to advise clients in connection with rate structures, debt capacity, reserve levels and overall credit rating strategy. Within the past five years this approach has been used for the Agency, Cucamonga Valley Water District, El Dorado Irrigation District, Merced Irrigation District, Mesa Water District, Olivenhain Municipal



Water District, Orange County Water District, Rancho California Water District and South Coast Water District. Our analysis and advice aided **seven clients on receiving credit rating upgrades (two to “AAA”) during 2016.**

Reserve Policy Models. We create financial models to specifically assess various reserve policy funding options and levels. We have utilized these models for engagements with Castaic Lake Water Agency, Cucamonga Valley Water District, Mesa Water District, Merced Irrigation District, Orange County Water District and Santa Ana Watershed Project Authority, among others.

Board Presentations. On our engagements we typically provide at least one public presentation to the Board or Finance Committee. Our objective is to concisely present our analysis and recommendations regarding any proposed financial transactions or strategies. We seek to engage in questions and discussion so the Board members are comfortable with all options presented.

FRA Technical and Data Resources

Our market data and technical resources include a live Bloomberg Professional terminal and a subscription to Thomson Reuters Municipal Market Data website (TM3) that provides us with the most up-to-date market events and data. Each of these allows us to gather and analyze the fixed-income markets for use in debt pricing, spread negotiations and forecasting economic conditions. These sources are ideal for research and have been utilized in several customized models.

Historic Data Analysis. We have numerous charts and databases which track various key interest rates over time, including municipal bond specific rates such as the Revenue Bond Index and the floating rate SIFMA index. We provide our clients customized information out of this data to assist in decision-making.

Bond Sizing Software and Customized Refunding Analysis. We maintain DBC Finance software licenses for bond sizing and to analyze refunding opportunities. Within the software framework, we generate customized reports for the needs of our clients. In particular, we have developed a framework for analysis of refunding opportunities which includes detailed reports on interest rate sensitivity and differing scenarios.

Firm’s Land-Secured Expertise and Specific Services

Specifically, an area of expertise that distinguishes our firm relates to land secured debt typically resulting in the issuance of Assessment District (“AD”) Bonds or Community Facilities District (“CFD”) Bonds. We are the dominant Financial Advisor in California in land secured financing. Please refer to the chart to the right to see our experience in the issuance of land secured debt in 2015 compared to our competitors. This area of public finance has been relatively dormant during the past 4 years.

TOP TEN FINANCIAL ADVISORS 2015 Community Facilities District Financings (CA only) Rank by Par Amount			
Firm	Rank	# of Issues	Par Amount (\$ millions)
Fieldman Rolapp & Associates	1	44	\$1,159.7
Urban Futures Inc.	2	9	162.7
KNN Finance	3	6	158.9
Government Financial Strategies Inc	4	6	144.1
RBC Capital Markets	5	3	130.8
FirstSouthwest	6	4	129.8
CSG Advisors Incorporated	7	6	125.0
Dolinka Group Inc.	8	11	94.8
Del Rio Advisors	9	5	53.6
NHA Advisors	10	2	36.8

Source: Thomson Reuters

Our extensive experience and background in Community Facilities District financings will provide the Agency with the expertise and “know-how” to make an informed decision on whether or not the Agency should structure deals with developers. Our role will be to provide education through a benefits and risks approach so that the Agency can determine whether or not to make a policy change. If the Board determines to make such a change, our goal is to create a policy structured to facilitate development projects without the interests of the Agency being compromised.



During the past three years, we have advised on 131 California municipal land-secured financings and district formations totaling over \$3.0 billion in par issued. We have found in our experience that each land secured transaction we undertake is unique and has its own particular set of challenges and considerations.

To continue our work for the Agency in this area, Anna Sarabian, Principal will replace Paul Pender.

2. PROPOSED TEAM

Our experience has proven to us that the best structure to serve clients is best accomplished by assigning professional staff with a variety of talents, each of whom will assume different duties and responsibilities. Using a team approach assures SCVWA that several individuals will be familiar with its needs and requirements. This approach offers superior service, better turnaround times and more efficient use of staff time.

Our team for SCVWA consists of our most experienced utility professionals. Mr. Porr has served as an advisor to SCVWA since 2008 and Ms. Carpenter has been involved with all the SCVWA work since 2014.

Robert Porr, J.D., Senior Vice President will serve as the Engagement Manager and will be the leader of our advisory team. Robert's role is to ensure that the Agency's objectives related to our engagements are met and that our resources are deployed to optimize our service to SCVWA. Mr. Porr will be supported by **Lora Carpenter, Assistant Vice President**. Ms. Carpenter will serve as Project Manager. Mr. Porr and Ms. Carpenter will be assisted by **Marisa Colcord, Associate**. The roles and responsibilities, in connection with a bond transaction, of each team member, as well as their experience, are listed below. In addition, detailed resumes for each of our team members can be found in **Appendix A**.

Robert, Lora and Marisa will be available daily to SCVWA.

MEMBER	ROLE/RESPONSIBILITY	EXPERIENCE & SKILLS
<p>Robert A. Porr, J.D. Senior Vice President</p> <p>949.660.7323 direct 949.751.8445 cell rporr@fieldman.com</p> <p>55% of time expended</p>	<p><u>Engagement Manager</u></p> <ul style="list-style-type: none"> ✓ Responsible for understanding objectives of SCVWA; organizing and directing the overall team and the process. ✓ Primary responsibility of creating funding and credit rating strategies. ✓ Provide strategic direction for presentations, bond structures, and managing the sale process. ✓ Presenting work-product to Staff and Board Members. 	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> ✓ 32 years of experience in municipal finance including 8 years as an investment banker. ✓ 16 years of experience as a financial advisor with Fieldman. ✓ Solely focused on California utility practice. ✓ Has completed more than \$7.5 billion of municipal transactions. ✓ Financial advisory clients include Mojave Water Agency, Orange County Water District and Rancho California Water District.
<p>Lora Carpenter Assistant Vice President</p> <p>949.660.7312 direct 949.892.8617 cell lcarpenter@fieldman.com</p> <p>30% of time expended</p>	<p><u>Project Manager and Lead Quantitative Consultant</u></p> <ul style="list-style-type: none"> ✓ Responsible for creation of financial analyses; directing and overseeing all quantitative analyses. ✓ Supervise credit analysis. ✓ Supporting Mr. Porr during presentations to SCVWA. 	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> ✓ Over 4 years of experience in municipal finance with Fieldman Rolapp & Associates, Inc. ✓ Experience in debt-sizing and refunding analysis. ✓ Experience in cash flow and debt modeling analysis and credit analysis and metrics. ✓ Has provided quantitative and technical analysis on numerous transactions for numerous utility clients.



MEMBER	ROLE/RESPONSIBILITY	EXPERIENCE & SKILLS
<p>Marisa Colcord Associate</p> <p>949.660.7302 direct 949.564.6803 cell mcolcord@fieldman.com</p> <p>15% of time expended</p>	<p><u>Quantitative Consultant</u></p> <ul style="list-style-type: none"> ✓ Responsible for conducting financial, credit and economic research. ✓ Preparation of quantitative structuring of bond issue; excel worksheets and charts required for presentations. ✓ Support development of financial models. ✓ Preparation of credit presentations. 	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> ✓ Over 1 year of experience in municipal finance with Fieldman Rolapp & Associates, Inc. 3 years experience with continuing disclosure reporting services. ✓ Experience in debt-sizing and refunding analysis in cash flow and debt modeling analysis, and credit analysis and metrics. ✓ Has provided quantitative and technical analysis on numerous transactions for numerous utility, city, county and special district clients.

In connection with our existing Community Facilities District assignment for the Agency, FRA proposes to utilize Anna Sarabian, Principal, to support Mr. Porr and Ms. Carpenter.

Ms. Anna V. Sarabian, Ph.D., Principal, will support our land-secured advising efforts and be available daily to the Agency. Ms. Sarabian will attend all meetings and make presentations as required and is expected to contribute 55% of all time spent by the team on this assignment. She will assist Mr. Porr in developing our work and providing our services so that SCVWA has access at all times to our collective experience and knowledge in this area of public finance. Ms. Sarabian will provide her knowledge and experience to allow FRA to fully discharge our duties to SCVWA. She will supervise all of the work product and research work necessary to position the Agency to make informed decisions.

3. PROPOSED FEES

Non-Transactional Fees

For non-transactional engagements, we propose to be paid on a non-contingent hourly basis, plus reimbursement for verifiable expenses. FRA agrees to hold the hourly rates, shown below, in effect through December 2019.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officers	\$345.00
Principals.....	\$315.00
Senior Vice President.....	\$295.00
Vice Presidents	\$245.00
Assistant Vice President.....	\$210.00
Senior Associate	\$165.00
Associate	\$140.00
Analyst.....	\$95.00
Administrative Assistants.....	\$75.00
Clerical.....	\$45.00

Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges.

Transactional Fees

<u>Transaction Size</u>			<u>Negotiated Sale Fees</u>	<u>Competitive Sale Fees</u>
\$1	to	\$10,000,000	\$36,000	\$45,000
\$10,000,001	to	\$20,000,000	\$46,000	\$55,000
\$20,000,001	to	\$30,000,000	\$55,000	\$65,000
\$30,000,001	to	\$60,000,000	\$65,000	\$75,000
\$60,000,001	to	And above	To be negotiated	To be negotiated

Expenses

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, computer, and fax transmission charges.

Abandonment

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, we are to be reimbursed for professional services and direct expenses incurred up to the time we receive notification of such termination at the standard hourly rates shown above.

APPENDIX A PROJECT TEAM RESUMES

Engagement Manager



ROBERT A. PORR

949.660.7323 direct
949.751.8445 cell
rporr@fieldman.com

Mr. Robert A. Porr, Senior Vice President, returned to the firm in May 2005 after spending eight years as a public finance investment banker. Since re-joining the firm, he has focused on serving the firm's utility clients. He has been advisor to Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency), Eastern Municipal Water District, Rancho California Water District, Orange County Water District, Cucamonga Valley Water District, Western Municipal Water District, Mesa Water District, Nevada Irrigation District, Azusa Light & Water, Westlands Water District, Silicon Valley Clean Water, and Olivenhain Municipal Water District. Mr. Porr leads the swap advisory practice at the Firm and has served as swap advisor to Riverside County Transportation Commission, Eastern Municipal Water District, Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency), the County of Riverside, Hemet Unified School District, and Western Municipal Water District.

His experience as an investment banker includes working with numerous local agencies in connection with the issuance of more than \$1.2 billion in debt. Mr. Porr has assisted issuers with the structure and sale of many forms of debt including general obligation, special tax, assessment, revenue and lease backed debt. He structured nearly \$100 million of complex tax-backed refunding debt for the County of Riverside and developed a novel lease revenue bond structure for the Alaska Industrial Development and Export Authority.

Mr. Porr worked as a finance/marketing representative for Lockheed Martin Finance Corporation. During his time with LMFC, Mr. Porr worked on developing financing structures to support turnkey delivery programs for communication satellites, aircraft and proprietary technology products. Mr. Porr was involved in projects for the People's Republic of China, valued at approximately \$1 billion, and for a consortium of Asian telephony entities valued at nearly \$500 million.

Mr. Porr earned his undergraduate degree in Psychology from Pace University in New York, NY and his Juris Doctorate from New York Law School in New York, NY.

Mr. Porr holds the Series 50 License and is admitted to practice law in the State of New York.

**Strategic Advisor on
CFD Assignment**



ANNA V. SARABIAN, PH.D., CIPMA

949.660.7308 direct
949.274.0625 cell
asarabian@fieldman.com

Ms. Anna V. Sarabian, Ph.D., Principal, joined the firm in July 2003. Before joining the firm, Ms. Sarabian served as a management analyst, investment banking analyst, and teaching and research assistant. Ms. Sarabian has focused on serving a wide variety of municipal clients in the firm's utility, city, county and transportation client sectors. She has completed transactions with, or is currently engaged by, the Riverside County Flood Control and Water Conservation District, County of Riverside, Riverside County Transportation Commission, Helix Water District, Mesa Water District, Eastern Municipal Water District, Western Municipal Water District, Elsinore Valley Municipal Water District, East Orange County Water District, the City and County of San Francisco, the cities of Los Angeles, South Pasadena, San Marcos, Temecula, Tustin, Arcadia, Bakersfield, Arvin, Culver City, Brea, Aliso Viejo, Dana Point, Santa Ana, Diamond Bar, Costa Mesa and Lake Forest, among others. During the last three years, Ms. Sarabian has completed 68 financings totaling more than \$3.8 billion.

Since joining the firm, Ms. Sarabian has completed several hundred financing engagements, including a variety of fixed and variable rate negotiated or competitive transactions, such as water and wastewater revenue bonds, commercial paper, certificates of participation, lease revenue bonds, general obligation bonds, tax allocation bonds, interest rate swap agreements, and special district formation and financings. Recently, she has completed projects involving a wide range of financial advisory services, including post-redevelopment tax allocation bond financings, solar feasibility analysis, debt, reserve and budget policy development, capital improvement plans and long range financial plans, parking fund financial analysis, swap advisory services, debt structuring cash flow utilization and refinancing opportunities, credit analysis, and ad hoc financial analysis.

Ms. Sarabian received her Master of Business Administration (concentration in Finance) from the University of California-Riverside and her Ph.D. in Economics from the Center for Economic Research and Graduate Education (CERGE), Prague, the Czech Republic. She holds the CIPMA designation as a Certified Independent Professional Municipal Advisor from the National Association of Municipal Advisors (NAMA). Ms. Sarabian serves on the board of the Women in Public Finance, Los Angeles chapter. She is a frequent speaker at the CDIAC's Debt Essentials Seminar series. Her dissertation on the default of special district financing in California was published in 2015 in the Journal of Housing Economics. She is a registered municipal advisor representative (Series 50 qualified).

**Project Manager and Lead
Quantitative Consultant**



LORA A. CARPENTER

949.660.7312 direct
949.892.8617 cell
lcarpenter@fieldman.com

Ms. Lora Carpenter, Assistant Vice President, joined the firm in March 2014. Since joining the firm, Ms. Carpenter has been active with the firm's water and wastewater utility clients. She has worked on a variety of transactions which include both Revenue Bonds and Certificates of Participation. She has worked with many of our large water utility clients, including Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency), Orange County Water District, Rancho California Water District and Silicon Valley Clean Water conducting credit analysis, preparing credit presentations and analyzing structuring alternatives. She has provided assistance on swap terminations and variable-rate bond structures. Her Mathematics and analytics background provides the essential skills sets when preparing quantitative analyses to support transaction structures and researching relevant market conditions and events.

Ms. Carpenter has previously worked with Cucamonga Valley Water District, Merced Irrigation District, Marina Coast Water District, Olivenhain Municipal Water District, Mojave Water Agency, Dublin San Ramon Services District and Westlands Water District. She manages the technical aspects, transaction flow and implementation of financing strategies and credit analysis.

Ms. Carpenter has familiarity with the organization of Joint Powers Authorities from her work on structuring bond financings for Silicon Valley Clean Water, Santa Rosa Regional Resources Authority, Chino Basin Desalter Authority and Central Coast Water Authority.

Ms. Carpenter also provides non-transactional based financial advisory services to support Firm recommendations, including: financial modeling, long-term financial planning and policy review.

Prior to joining the firm, Ms. Carpenter worked in a teaching advisory role on a several subjects, including Calculus and Algebra.

Ms. Carpenter received her Bachelor of Science degree in Mathematics from Bucknell University. She is a registered municipal advisor representative (Series 50 qualified).

Quantitative Consultant



MARISA COLCORD

949.660.7302 direct
949.564.3683 cell
mcolcord@fieldman.com

Ms. Marisa H. Colcord, Associate, joined the firm in August 2015. Originally joining the firm on the accounting and administrative side, Ms. Colcord was promoted to Associate in August 2017. Ms. Colcord has worked on a variety of transactions which include General Obligation Bonds, Revenue Bonds, Certificates of Participation, Tax Allocation Bonds and Tax & Revenue Anticipation Notes. She provides comprehensive transactional, quantitative and credit analysis support to the firm's city, county, utility and transportation clients.

Ms. Colcord has been particularly active with the firm's secondary practice, Applied Best Practices, specializing in post-issuance continuing disclosure services and compliance as well as California Debt & Investment Advisory Commission annual reporting.

Ms. Colcord received her Bachelor of Arts degree in Studio Art from the University of California, Irvine. Ms. Colcord is a registered Municipal Advisor Representative with the MSRB (Series 50).

APPENDIX B
Standard Proposal Regulatory Disclaimers & Disclosures

Standard Proposal Regulatory Disclaimers & Disclosures

FRA is a SEC-registered Municipal Advisor. When formally engaged by public agency clients, we undertake a fiduciary duty with respect to advice provided on financial matters.

PROPOSAL DOES NOT CONSTITUTE “ADVICE” OR MUNICIPAL ADVISORY RELATIONSHIP

These materials are delivered to you for the purpose of obtaining an engagement as your municipal advisor, and we wish to clarify the nature of our relationship. We are providing the information contained in these materials for informational purposes only. The information provided in these materials does not create or imply any fiduciary relationship, and is being provided solely for the purpose of marketing our services to you as a prospective client of FRA. The information provided to you is not be construed as “advice” within the meaning of Section 15B of the Securities and Exchange Act of 1934, or relied upon by you as advice in determining a course of action in connection with any current or prospective undertakings relative to any municipal securities issuance or municipal financial product. Any information contained in these materials has been prepared without taking into account your circumstances, financial or otherwise, and is not intended to replace or supplement any advice you may have already received internally or externally from any other professional.

Potential for Limitation of Advisory Scope Disclosure

At the explicit direction of the District, our scope of services may be limited to the implementation of a pre-determined financial transaction or strategy. In such instances, a complete review of all feasible and suitable financial alternatives will not be undertaken as part of our engagement. We would otherwise operate under a fiduciary duty to consider all feasible and suitable alternatives to accomplish a given objective.

Potential Conflict of Interest Disclosure

Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that our compensation for the proposed engagement is contingent on successful completion of any transactions, a potential conflict of interest exists as we would have a potential incentive to recommend the completion of a transaction that might not be optimal for the District. However, as noted earlier, FRA undertakes a fiduciary duty in advising public agencies regardless of compensation structure.

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Monthly Financial Report

OCTOBER 2018

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Statements of Revenues and Expenses

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**Santa Clarita Water Agency - Regional
Statement of Revenues and Expenses
For the 4th Period Ending 10.31.18**

(in \$000)

	(A)		(B)		(C)		(D)		(E)		(F)	
	Actual		Budget		Variance		Actual	Budget	Variance			
(1)	\$2,187		\$2,075	\$112			\$9,659	\$8,991	\$668			
(2)	106		175	(69)			107	698	(591)			
(3)	\$2,293		2,250	43			\$9,766	\$9,689	\$77			
						Operating Revenues						
						Water Sales						
						Other						
						Total Revenue						
						Operating Expense						
(4)	164		180	(16)		Management	457	720	(263)			
(5)	685		418	267		Administration	1,832	1,671	161			
(6)	84		119	(35)		Engineering	363	477	(114)			
(7)	317		275	42		Maintenance	802	1,103	(301)			
(8)	78		86	(8)		Water Quality & Regulatory Affairs	285	343	(58)			
(9)	221		444	(223)		Water Resources	1,918	3,207	(1,289)			
(10)	262		530	(268)		Water Treatment Operations	1,572	1,732	(160)			
(11)	\$1,811		\$2,052	(\$241)		Total Operating Expense	7,229	\$9,253	(\$2,024)			
(12)	\$482		\$198	\$284		Operating Revenue Over/(Under) Operating Expenses	\$2,537	\$436	\$2,101			

**Santa Clarita Water Agency - Retail
Statement of Revenues and Expenses
For the 4th Period Ending 10.31.18**

(in \$000)

	(A)		(B)		(C)		(D)	(E)		(F)
	Actual	Budget	Actual	Budget	Actual	Budget		Actual	Budget	
(1)	\$7,663	\$7,534	\$129				\$33,995	\$32,209	\$1,786	(1)
(2)	168	112	56				560	450	110	(2)
(3)	<u>\$7,831</u>	<u>\$7,646</u>	<u>\$185</u>				<u>\$34,555</u>	<u>\$32,659</u>	<u>\$1,896</u>	(3)
(4)	2,216	2,158	58				9,881	8,892	989	(4)
(5)	537	694	(157)				3,096	2,796	300	(5)
(6)	201	232	(31)				744	939	(195)	(6)
(7)	664	616	48				2,271	2,468	(197)	(7)
(8)	221	266	(45)				866	1,070	(204)	(8)
(9)	56	135	(79)				150	533	(383)	(9)
(10)	<u>655</u>	<u>808</u>	<u>(153)</u>				<u>2,371</u>	<u>3,226</u>	<u>(855)</u>	(10)
(11)	4,549	4,909	(360)				\$19,378	\$19,924	(\$545)	(11)
(12)	<u>\$3,282</u>	<u>\$2,737</u>	<u>\$545</u>				<u>\$15,177</u>	<u>\$12,735</u>	<u>\$2,441</u>	(12)
(13)	160	98	62				592	392	200	(13)
(14)	(552)	(555)	3				(2,213)	(2,221)	8	(14)
(15)	<u>(392)</u>	<u>(457)</u>	<u>65</u>				<u>(1,621)</u>	<u>(1,829)</u>	<u>208</u>	(15)
(16)	\$2,890	\$2,280	\$610				\$13,556	\$10,906	\$2,649	(16)
(17)	<u>\$2,890</u>	<u>\$2,280</u>	<u>\$610</u>				<u>\$13,556</u>	<u>\$10,906</u>	<u>\$2,649</u>	(17)

Operating Revenues

Water Sales
Other
Total Revenue

Operating Expense

Source of Supply
Pumping Expense
Water Treatment
Transmission & Distribution
Customer Accounts
Engineering
Admin & General

Total Operating Expense

Operating Revenue Over/(Under) Operating Expenses

Nonoperating Revenue and Expenses

Other Income
Debt Service

Total Non-Operating Revenues and (Expense)

Income / (Loss) vs Budget

Total Change in Net Assets

Investment Reports

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Regional Division
Cash and Investment Summary
10/31/18

	BALANCE	% OF TOTAL	AVERAGE REMAINING LIFE DAYS	WGHTD. AVG. YIELD
<u>Agency Funds</u>				
Cash & Sweep Account	\$ 2,677,807	1.74%	-	2.010%
LAIF *	29,776,417	19.35%	-	2.144%
LACPIF	25,803,946	16.78%	-	1.910%
Federal Agencies	78,500,000	51.05%	760	1.578%
Total Agency	<u>136,758,170</u>			
<u>Capital Improvement Project Funds</u>				
Cash & Sweep Account	\$ 1,961,478	1.28%	-	2.010%
LAIF	5,086,923	3.30%	-	2.144%
Federal Agencies	10,000,000	6.50%	675	2.006%
Total CIP	<u>17,048,401</u>			
Total Cash and Investment	<u>\$ 153,806,571</u>	<u>100.00%</u>		1.803%

* Regional division's LAIF investments include SCWD pass through investment of \$13,618,215. SCWD also shows this amount on their division's monthly investment report.

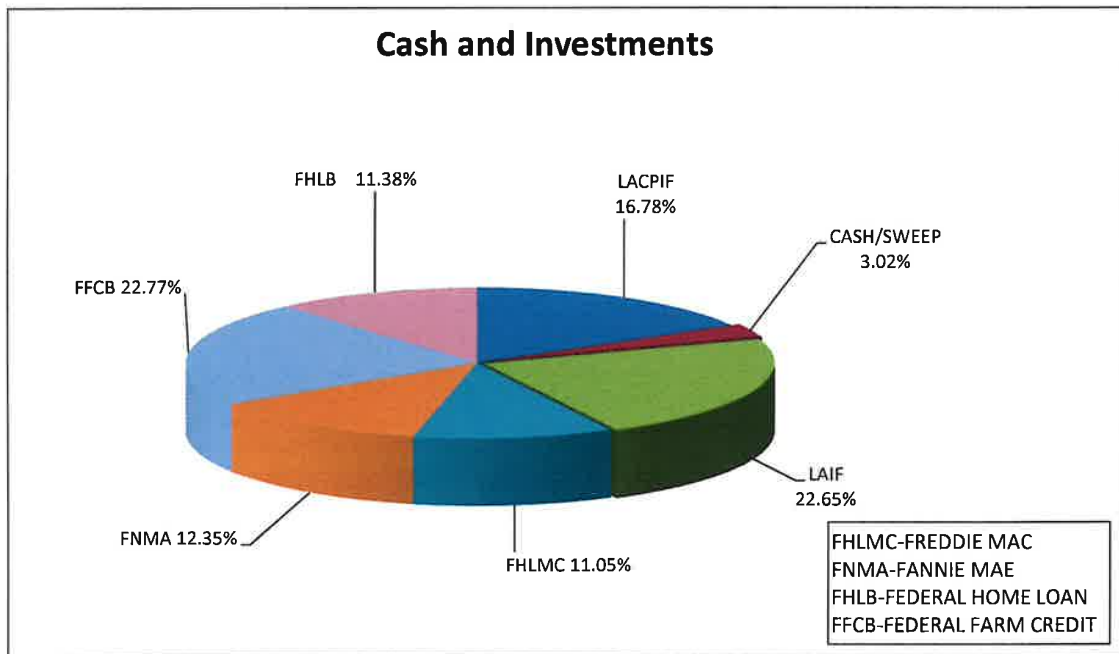
I certify that all investment actions executed since the last investment report have been made in full compliance with the Investment Policy as adopted by the Board of Directors, and that the Agency will meet its expenditure obligations for the next 6 months as required by Government Code Section 53646(b)(2)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



Rochelle Patterson
Treasurer



Amy Aguer
Controller



10/31/18

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>	
Federal Government Agency Investment Portfolio									
FFCB	5,000,000	1.030%	1.030%	07/05/16	04/05/19	1004	156	51,500	#
FHLB	5,000,000	1.200%	1.200%	10/31/16	10/11/19	1075	345	60,000	#
FFCB	5,000,000	1.300%	1.300%	05/25/16	11/25/19	1279	390	65,000	#
FFCB	2,500,000	1.240%	1.240%	07/13/16	01/13/20	1279	439	31,000	#
FHLB	5,000,000	1.450%	1.450%	03/30/16	03/30/20	1461	516	72,500	#
FFCB	5,000,000	1.470%	1.470%	06/29/16	06/29/20	1461	607	73,500	#
FNMA	6,000,000	1.500%	1.500%	06/30/16	09/29/20	1552	699	90,000	#
FHLMC	5,000,000	1.750%	1.750%	04/26/17	10/26/20	1279	726	87,500	#
FNMA	8,000,000	1.750%	1.750%	10/30/15	10/29/20	1826	729	140,000	#
FFCB	5,000,000	1.350%	1.350%	11/02/16	11/02/20	1461	733	67,500	#
FFCB	5,000,000	1.440%	1.440%	07/16/16	01/19/21	1648	811	72,000	#
FHLMC	2,000,000	2.900%	2.900%	07/30/18	07/30/21	1096	1003	58,000	#
FNMA	5,000,000	1.550%	1.550%	08/24/16	08/24/21	1826	1028	77,500	#
FHLMC	5,000,000	2.000%	2.000%	04/27/17	04/27/22	1826	1274	100,000	#
FHLMC	5,000,000	2.100%	2.100%	04/27/17	04/27/22	1826	1274	105,000	#
FHLB	5,000,000	1.750%	1.750%	09/29/17	09/29/22	1826	1429	87,500	#

\$ 78,500,000

12159 1,238,500

Weighted Avg Yield 1.578%

Avg Remaining Life 760 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>	
Federal Government Agency Investment Portfolio									
FFCB	5,000,000	1.360%	1.360%	06/20/16	02/18/20	1338	475	68,000	#
FFCB	2,500,000	2.625%	2.625%	04/30/18	08/03/20	826	642	65,625	#
FHLB	2,500,000	2.680%	2.680%	04/30/18	04/26/21	1092	908	67,000	#

\$ 10,000,000

3256 2025 200,625

Weighted Avg Yield 2.006%

Avg Remaining Life 675 Days

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

Newhall Water Division
Cash and Investment Summary
As of October 31, 2018

<u>Operating and Reserve Funds</u>	Balance	Percent of Total	Average Remaining Life Days	Weighted Avg. Yield
Checking Account	\$ 1,363,075	11.80%		n/a
LAIF	7,546,866	65.34%		2.16%
UBS Certificates of Deposit	2,640,000	22.86%	721	2.20%
Total	\$ 11,549,941	100.00%		
 Total Cash and Investment	 \$ 11,549,941	 100.0%		

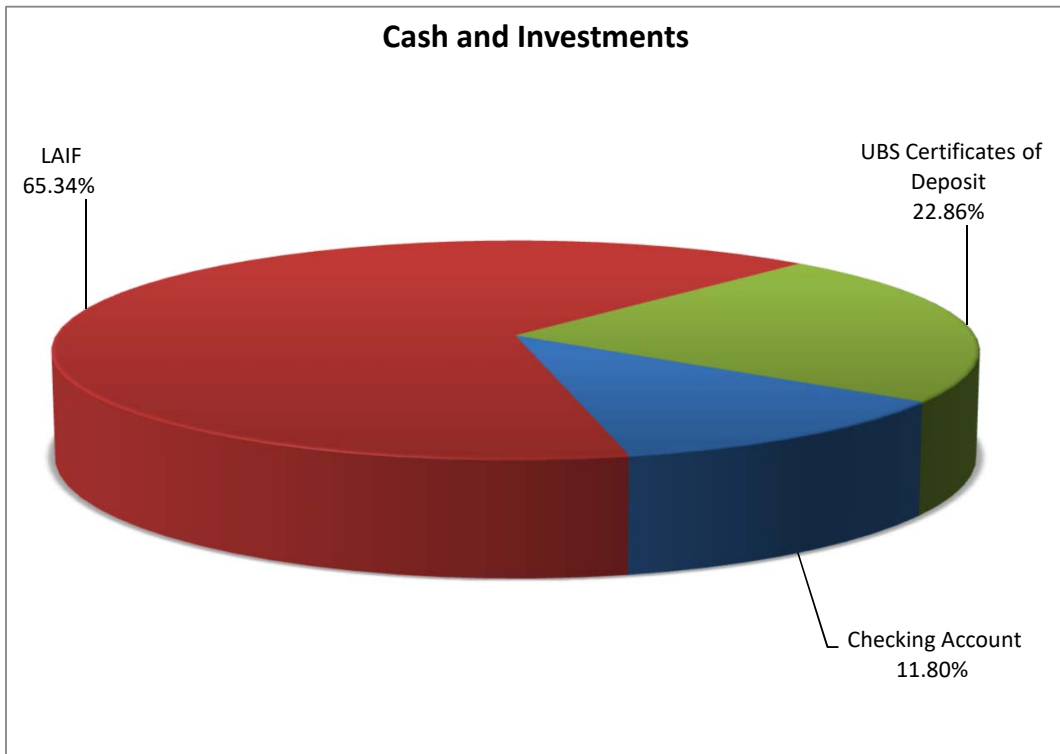


Rochelle Patterson
Director of Finance and Administration/Treasurer



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 October 31, 2018

<u>Description</u>	<u>Rate</u>	<u>Yield</u>	<u>Market Value</u>
Mission Valley Bank Checking Account	N/A	N/A	\$ 1,363,075
Local Agency Investment Fund (LAIF)	2.16%	2.16%	7,546,866
			<u>\$ 8,909,941</u>

<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>							
Bank of Baroda NY US	200,000	2.05%	2.05%	10/28/13	11/13/18	13	4,100
Barclays Bank DE US	240,000	2.05%	2.05%	07/11/14	07/16/19	258	4,920
Comenity Bank DE US	200,000	2.15%	2.15%	10/23/14	10/29/19	363	4,300
Capital One Bank VA US	100,000	1.90%	1.90%	10/29/15	11/04/19	369	1,900
MUFG Union Bank NA CA US	200,000	2.85%	2.85%	10/16/18	10/16/20	715	5,700
BMW Bank UT US	200,000	2.19%	2.19%	10/29/15	10/16/20	350	4,380
Compass Bank AL US	200,000	2.95%	2.95%	10/17/18	10/19/20	717	5,900
American Express C UT US	200,000	2.25%	2.25%	10/29/15	11/04/20	734	4,500
Capital One Bank VA US	200,000	2.14%	2.14%	10/29/15	03/31/21	881	4,280
World's Foremost B NE US	200,000	1.81%	1.81%	03/24/16	03/31/21	881	3,620
JP Morgan Chase Bank DE US	100,000	1.75%	1.75%	09/26/16	09/30/21	1,064	1,750
Wells Fargo Bank NA SD US	200,000	1.81%	1.81%	10/27/16	11/02/21	1,097	3,620
State Bank of India NY US	200,000	2.25%	2.25%	01/30/17	02/09/22	1,196	4,500
Goldman Sachs Bank NY US	200,000	2.36%	2.36%	10/24/17	11/01/22	1,461	4,720
	<u>\$ 2,640,000</u>					<u>721</u>	<u>\$ 58,190</u>

NCWD Total Cash and Investments

Santa Clarita Water Division
Cash and Investment Summary
As of October 31, 2018

SCWD*	Balance	Percent of Total	Maximum Concentration Allowed	Average Remaining Life Days	Weighted Avg. Yield
Retail Division Cash and Sweep	\$ 6,769,182	14.1%	n/a		2.01%
Wells Fargo Government I 1751 MMF	1,201,687	2.5%	10%		2.00%
FNMA Bond	3,000,000	6.2%	100%	561	1.52%
FFCB Bond	6,250,000	13.0%	100%	930	2.32%
FHLB Bond	5,000,000	10.4%	100%	983	1.83%
FHLMC Bond	4,500,000	9.3%	100%	919	2.52%
Wells Fargo Bank Note	1,000,000	2.1%	100%	267	1.75%
California State Taxable Municipal Bond	1,500,000	3.1%	30%	763	2.30%
United States Treasury bill	500,000	1.0%	n/a	319	2.30%
LAIF	13,618,215	28.3%	State Max		2.14%
Wells Fargo Certificates of Deposit	4,800,000	10.0%	30%	659	2.00%
Total	\$ 48,139,084	100.00%			

Total Cash and Investment \$ 48,139,084 100.0%**

* See SCWD Portfolio on next page for detailed descriptions.

** Total for SCWD includes estimated \$2,668,596 in refundable Developer Deposits.

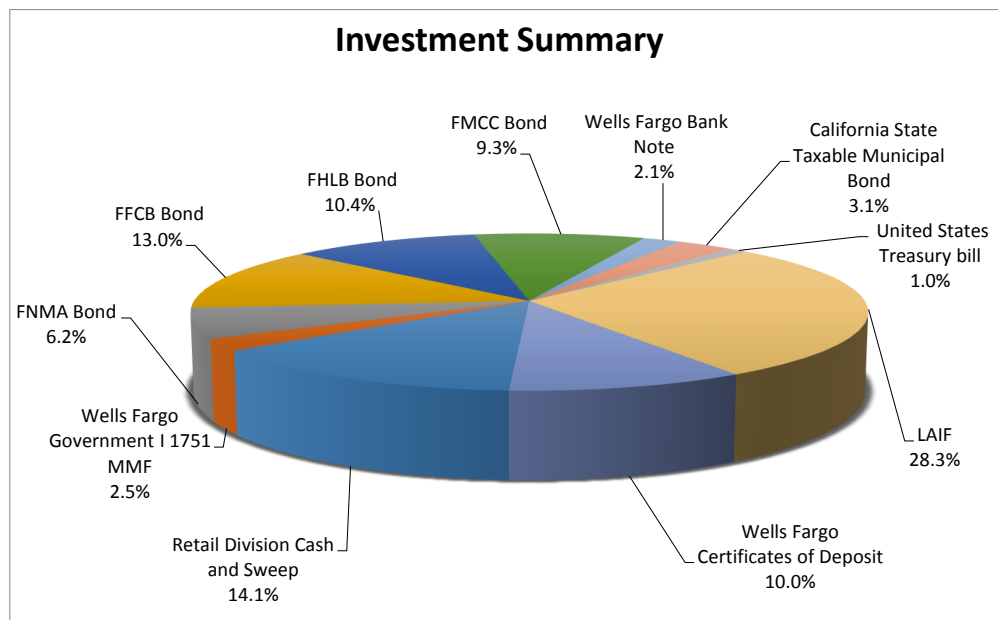
I certify that the investments of the Santa Clarita Water Division are in compliance with the Investment Policy as adopted by the Board of Directors, and that the Division has the ability to meet the expenditure requirements for the next 6 months.



Rochelle Patterson
Director of Finance and Administration/Treasurer



Elizabeth Ooms-Graziano
Retail Administrative Officer



Santa Clarita Water Division
Cash and Investment Summary
As of October 31, 2018

<u>Description</u>	<u>Balance</u>	<u>Rate</u>	<u>Yield</u>
Cash and Sweep (Cash in Bank)	\$ 6,769,182	2.01%	2.01%
Local Agency Investment Fund (LAIF)	13,618,215	2.14%	2.14%
Wells Fargo Government I 1751 Money Market Fund (MMF)	1,201,687	2.00%	2.00%
	<u>\$ 21,589,084</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 [†] (FFCB)	1,000,000	1.03%	1.03%	07/05/16	04/05/19	1,004	187	10,300
Federal Farm Credit Bank [†] (FFCB)	1,000,000	1.14%	1.14%	07/07/16	10/07/19	1,187	372	11,400
Fannie Mae [†] (FNMA)	1,000,000	1.30%	1.30%	05/25/16	11/25/19	1,279	421	13,000
Fannie Mae [†] (FNMA)	1,000,000	1.50%	1.50%	12/16/16	03/16/20	1,186	533	15,000
Federal Home Loan Bank [†] (FHLB)	2,000,000	1.75%	1.75%	01/30/17	07/30/20	1,277	669	35,000
Freddie Mac (FHLMC)	1,000,000	2.70%	2.70%	09/21/18	09/21/20	731	722	27,000
Fannie Mae [†] (FNMA)	1,000,000	1.75%	1.75%	12/28/16	09/28/20	1,370	729	17,500
Federal Home Loan Bank [†] (FHLB)	1,500,000	1.38%	1.38%	07/13/16	10/13/20	1,553	744	20,625
Freddie Mac (FHLMC)	1,500,000	2.13%	2.13%	12/29/17	06/29/21	1,278	1,003	31,875
Freddie Mac (FHLMC)	2,000,000	2.73%	2.73%	04/06/18	07/27/21	1,208	1,031	54,600
Federal Farm Credit Bank [†] (FFCB)	2,000,000	2.87%	2.87%	05/16/18	11/15/21	1,279	1,142	57,400
Federal Farm Credit Bank [†] (FFCB)	1,250,000	3.12%	3.12%	06/27/18	06/27/22	1,461	1,366	39,000
Federal Home Loan Bank [†] (FHLB)	1,500,000	2.38%	2.38%	12/14/17	12/13/22	1,825	1,535	35,625
Federal Farm Credit Bank [†] (FFCB)	1,000,000	2.66%	2.66%	01/30/18	01/30/23	1,826	1,583	26,600
	<u>\$ 18,750,000</u>						<u>860</u>	<u>\$ 28,209</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	267	\$ 17,500
	<u>\$ 1,000,000</u>						<u>267</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	763	\$ 34,500
	<u>\$ 1,500,000</u>						<u>763</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	319	\$ 11,500
	<u>\$ 500,000</u>						<u>319</u>	<u>\$ 11,500</u>

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

Santa Clarita Water Division
Cash and Investment Summary
As of October 31, 2018

<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	78	3,375
Enerbank	250,000	1.70%	1.70%		12/18/18	1,461	79	4,250
Third Federal Savings & Loan	250,000	1.65%	1.65%	03/28/14	12/28/18	1,736	89	4,125
Sallie Mae Bank Interest	250,000	1.45%	1.45%	02/03/16	02/04/19	1,097	127	3,625
Private Bank & Trust Co Chicago	250,000	1.10%	1.10%	05/20/16	05/20/19	1,095	232	2,750
BMW Bank NY	50,000	1.95%	1.95%	06/20/14	06/20/19	1,826	263	975
Discover Bank	250,000	2.00%	2.00%	07/02/14	07/02/19	1,826	275	5,000
Centennial Bank Conway	250,000	1.20%	1.20%	05/20/16	11/20/19	1,279	416	3,000
Everbank/Jacksonville FL	250,000	1.45%	1.45%	12/09/16	12/09/19	1,095	435	3,625
American Exp Centurion	50,000	2.20%	2.20%	12/11/14	12/11/19	1,853	437	1,100
Capital One Bank, NA	50,000	2.30%	2.30%	07/23/15	07/29/20	1,833	668	1,150
Capital One Bank USA, NA	250,000	1.85%	1.85%	12/07/16	12/07/20	1,461	799	4,625
Mercantil Commercebank	250,000	1.90%	1.90%	12/16/16	12/16/20	1,461	808	4,750
Ally Bank	250,000	2.15%	2.15%	12/21/17	12/21/20	1,096	813	5,375
Morgan Stanley Bank	250,000	2.15%	2.15%	12/21/17	12/21/20	1,096	813	5,375
Merrick Bank	250,000	2.25%	2.25%	01/30/18	01/29/21	1,095	852	5,625
Eagle Bank	250,000	2.85%	2.85%	09/07/18	03/08/21	926	903	7,125
First Internet Bank	250,000	2.20%	2.20%	12/18/17	12/17/21	1,460	1,174	5,500
BMO Harris Bank	250,000	2.80%	2.80%	04/13/18	04/13/22	1,461	1,291	7,000
JP Morgan Chase Bank	150,000	2.85%	2.85%	04/17/18	04/17/22	1,461	1,295	4,275
American Express Bank FSB	250,000	2.35%	2.35%	05/03/17	05/03/22	1,845	1,311	5,875
Citibank	250,000	3.00%	3.00%	05/16/18	05/23/22	1,468	1,331	7,500
	<u>\$ 4,800,000</u>						<u>659</u>	<u>\$ 96,000</u>
SCWD Total Cash and Investments	\$ 48,139,084							

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**Santa Clarita Valley Water Agency
Valencia Water Division
As of October 31, 2018
Investment Report**

	Current Balance	Percent of Total	Average Remaining Life Days	Weighted Average Yield
Wells Fargo Cash and Sweep	\$8,633,496	56.2%	n/a	0.25%
Certificates of Deposit	\$3,050,000	19.8%	416	0.19%
Commercial Paper	\$3,000,000	19.5%	78	2.34%
Corporate Bond	\$692,034	4.5%	187	0.52%
Total Cash and Investment	<u>\$15,375,530</u>	<u>100.0%</u>		

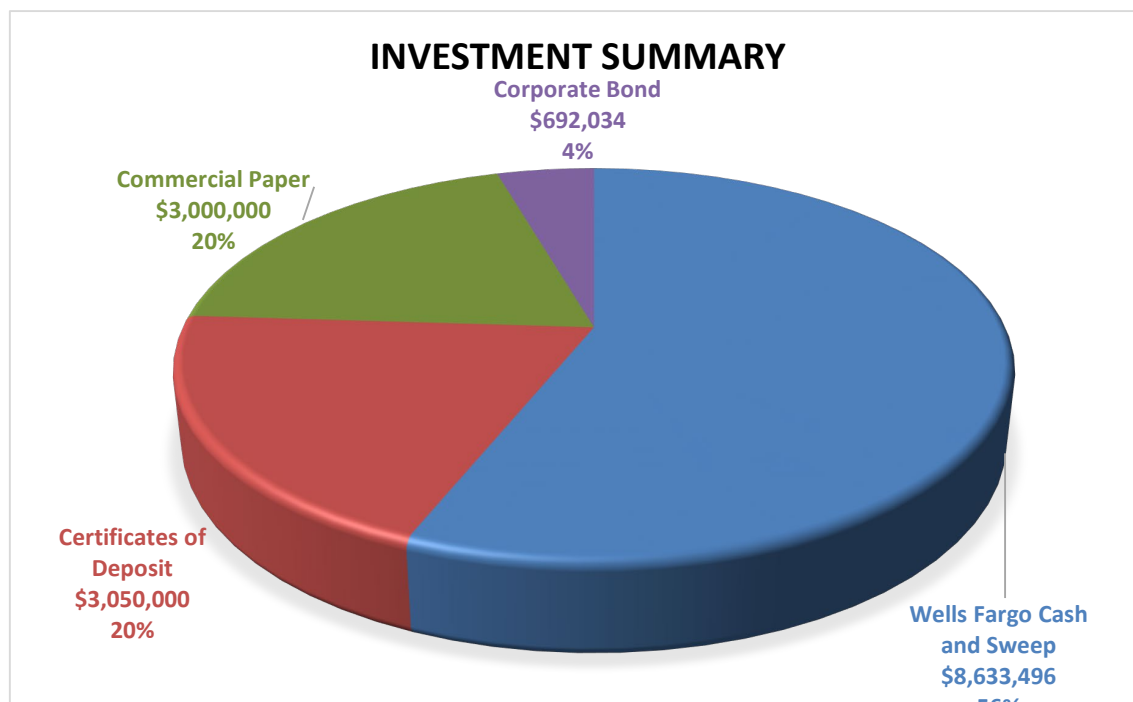
I certify that the investments of the Valencia Water Division are in compliance with the Investment Policy as adopted by the Board of Directors, and that the Division has the ability to meet the expenditure requirement for the next 6 months.



Rochelle Patterson
Director of Finance and Administration, Treasurer



Kim Grass
Accounting Manager



**Valencia Water Division
As of October 31, 2018**

<u>Description</u>	<u>Rate</u>	<u>Yield</u>					<u>Market Value</u>	
Wells Fargo Cash and Sweep	0.25%	0.25%					<u>\$8,633,496</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>
							10/31/2018	
Certificates of Deposit								
FIFTH THIRD BANK	250,000.00	1.950%	1.950%	5/23/2018	11/23/2018	184	23	4,875
GOLDMAN SACHS BANK USA 1.7 12/18/2018	50,000.00	1.700%	1.700%	12/18/2015	12/18/2018	1096	48	850
NEW YORK COMMUNITY BANK	250,000.00	2.050%	2.050%	5/25/2018	2/25/2019	276	117	5,125
FIRST DAKOTA NATIONAL BA	250,000.00	2.100%	2.100%	6/15/2018	3/15/2019	273	135	5,250
EAST-WEST BANK	250,000.00	2.300%	2.300%	6/29/2018	6/28/2019	364	240	5,750
MERCHANTS & MANUF BANK	250,000.00	2.250%	2.250%	7/11/2018	7/11/2019	365	253	5,625
MORGAN STANLEY PVT BANK	250,000.00	2.450%	2.450%	9/27/2018	9/27/2019	365	331	6,125
WOORI AMERICA BANK	250,000.00	2.500%	2.500%	10/1/2018	10/1/2019	365	335	6,250
FRANKLIN SYNERGY BANK	250,000.00	2.500%	2.500%	9/26/2018	11/26/2019	426	391	6,250
DRUMMOND COMMUNITY BANK	250,000.00	2.600%	2.600%	9/25/2018	3/25/2020	547	511	6,500
BNY Mellon NA	250,000.00	2.800%	2.800%	9/24/2018	9/24/2020	731	694	7,000
STEARNS BANK NA	250,000.00	2.950%	2.950%	7/6/2018	7/6/2021	1096	979	7,375
COMENITY CAPITAL BANK	250,000.00	3.150%	3.150%	7/16/2018	7/18/2022	1463	1356	7,875
	<u>3,050,000.00</u>						<u>416</u>	<u>5,758</u>
Commercial Paper								
MALAYAN BANKING BHD/NY	1,000,000.00	2.260%	2.260%	5/17/2018	11/13/2018	180	13	22,600
MUFG BANK LTD/NY	1,000,000.00	2.280%	2.280%	5/17/2018	2/11/2019	270	103	22,800
COMMERCIAL BANK PSQC	1,000,000.00	2.468%	2.468%	6/1/2018	2/25/2019	269	117	24,680
	<u>3,000,000.00</u>						<u>78</u>	<u>23,360</u>
Corporate Bond								
MUFG UNION BANK NA	692,034.06	2.250%	2.250%	9/20/2018	5/6/2019		187	15,571
	<u>692,034.06</u>						<u>187</u>	<u>15,571</u>
	<u>6,742,034.06</u>							

Check Registers

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SCVWA - Regional Division

Check Register Report

From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
A-1 PARTY	HEALTH FAIR BALLOONS	306.60
A-1 PARTY		306.60
A.V. EQUIPMENT RENTAL, INC.	PROPANE-RVWTP FRKLIFT	72.18
A.V. EQUIPMENT RENTAL, INC.		72.18
ACC BUSINESS	EARL SCHMIDT FILTRATION PLANT 8/11	364.42
	SCADA 8/11-9/10/18	728.84
ACC BUSINESS		1,093.26
ACWA/JPIA	COBRA-BM NOV.	18.56
	COBRA-CH NOV.	18.56
	COBRA-KF NOV.	18.56
	COBRA-SA NOV.	112.67
	REGIONAL DENTAL-NOV.	10,038.75
	REGIONAL EAP-NOV.	190.35
	REGIONAL LIFE-NOV.	2,040.28
	REGIONAL RETIREE-DNTL	2,327.40
	REGIONAL VISION-NOV.	1,503.36
	SCVWA LIABILITY INS.	450,167.00
	SCWD DENTAL-NOV.	6,350.68
	SCWD EAP-NOV.	117.50
	SCWD LIFE-NOV.	1,025.87
	SCWD RETIREE DENTAL	886.27
	SCWD VISION-NOV.	928.00
	USCVJPA LIABILITY DEP	2,139.00
	VWD DENTAL-NOV.	4,568.86
	VWD EAP-NOV.	94.00
	VWD LIFE-NOV.	1,186.85
	VWD VISION-NOV.	742.40
ACWA/JPIA		484,474.92
ADRIENNE REISINGER	SMART CONTRL REBATE	149.99
ADRIENNE REISINGER		149.99
AES WATER, INC.	YRLY MAINT-T6 SEISMIC	1,050.00
AES WATER, INC.		1,050.00
ALL STAR FENCE	AS-NEEDED FENCE REPAIR AND INSTALL	6,360.00
ALL STAR FENCE		6,360.00
ALL SYSTEMS GO, INC.	ALL SYSTEMS GO SECURITY CONTR.	270.00
ALL SYSTEMS GO, INC.		270.00
AMERICAN BUSINESS MACHINES	WR CANON 7270-TONER	8.00
	WR7270-CU 10/5-11/4	485.45
	WR7270-CU 9/5-10/4	453.57
AMERICAN BUSINESS MACHINES		947.02
AMERICAN SOCIETY OF CIVIL ENGINEERS	2019 DUES-MGS	300.00
AMERICAN SOCIETY OF CIVIL ENGINEERS		300.00
ANCHOR CONSULTING LLC	LEGISLATIVE ANALYSIS	27,000.00
ANCHOR CONSULTING LLC		27,000.00

SCVWA - Regional Division

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From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
ANDY GUMP, INC.	HOLDING TNK9/24-10/21	247.00
	PORT TOILET9/21-10/18	113.14
ANDY GUMP, INC.		360.14
ARISTEA MANTIS	MILEAGE 10/2-11/18	27.58
	SCV COMM. MTG BRKFST	10.00
ARISTEA MANTIS		37.58
AROUND THE CLOCK CALL CENTER	ANSWERING SRVC SEPT.	126.25
AROUND THE CLOCK CALL CENTER		126.25
ASHWIN NAGAVELLI	SMART CONTRL REBATE	109.00
ASHWIN NAGAVELLI		109.00
AT&T	EARL SCHMIDT FILTRATION PLANT COMPUTER AUTODIALER	20.59
	EARL SCHMIDT FILTRATION PLANT SERVICE 9/11-10/10	114.82
	EARL SCHMIDT FILTRATION PLANT RIO VISTA WATER TRATMENT PLANT ALARMS	94.71
	EARL SCHMIDT INTAKE PUMP STATION 9/11-10/10/18	20.59
	IRRIGATION TELEMETRY	39.54
	INTERGRATED SERVICE DIGITAL NETWORK-EARL SCHMIDT FILTRATION PLANT TO RIO VISTA WATER TREATMENT PLANT	64.19
	INTERGRATED SERVICE DIGITAL NETWORK-RIO VISTA TO EARL SCHMIDT FILTRATION PLANT 9/11	64.19
	LAN SRVC 9/11-10/10	229.00
	MODEM 9/11-10/10/18	39.54
	PRIMARY INTERNET	1,278.97
	RIO VISTA INTAKE PUMP STATION ALARM9/11-10/10	58.48
	RIO VISTA WATER TREATMENT PLANT ELEVATOR SERVICE	20.59
	RIO VISTA WATER TREATMENT PLANT SERVICE 297-1600	36.81
	RIO VISTA WATER TREATMENT PLANT SERVICE 297-1607-19	165.50
	SAFETY/ IT / EVENTS	20.60
	T-1 INTERNET OCTOBER	1,351.88
	TURNOUTS TELEMETRY	125.59
	WAREHOUSE/SUMMIT	847.48
AT&T		4,593.07
AWA OF VENTURA COUNTY	SENATORIAL SPONSOR	1,000.00
AWA OF VENTURA COUNTY		1,000.00
AWARDS, TROPHIES & TREASURES	EMPLOYEE NAME PLATE	30.66
AWARDS, TROPHIES & TREASURES		30.66
BARBARA CAWLEY	GIVEAWAY ITEMS	7.16
	SEPT. MILEAGE	21.80
BARBARA CAWLEY		28.96

SCVWA - Regional Division

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From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
BARRINGTON STAFFING SERVICES	M. PERA W/E 9/16/18	409.20
	M. PERA W/E 9/2/18	176.70
	M. PERA W/E 9/9/18	372.00
BARRINGTON STAFFING SERVICES		957.90
BAY ALARM COMPANY	8/28-10/1 ALARM SRVC	39.52
	OCT ALARM SERVICE	39.69
BAY ALARM COMPANY		79.21
BEST BEST & KRIEGER LLP	BIDDING REQUIREMENTS	1,633.45
	CASTAIC CONDUIT	429.00
	EMPLOYEE BENEFITS	171.60
	GENERAL LEGAL AUG.	314.60
	GENERAL LEGAL SEPT.	2,384.20
	GSA AUGUST	1,887.60
	WATERFIX LITIGATION	1,417.30
	WATERSHED INITIATIVE	38,949.36
BEST BEST & KRIEGER LLP		47,187.11
BILL COOPER	ACWA MTG EXP 9/27-28	194.68
	ACWA TRVL EXP 9/27-28	256.33
BILL COOPER		451.01
BNI BUILDING NEWS	WATCHBOOK 2016	504.63
BNI BUILDING NEWS		504.63
BOB MURRAY & ASSOCIATES	EXECUTIVE RECRUITMENTS	4,733.25
BOB MURRAY & ASSOCIATES		4,733.25
BR BUILDERS INC.	SLUDGE TANK WALKWAY	4,875.00
BR BUILDERS INC.		4,875.00
BRENT SHOCKLEY	SMART CONTRLR REBATE	149.99
BRENT SHOCKLEY		149.99
BRIAN FOLSOM	ASCE ANNUAL MEM DUES	300.00
BRIAN FOLSOM		300.00
BURRTEC WASTE INDUSTRIES INC.	OCT. SERVICES	339.30
BURRTEC WASTE INDUSTRIES INC.		339.30
CALIFORNIA ADVOCATES, INC.	LEGISLATIVE ANALYSIS	8,147.60
CALIFORNIA ADVOCATES, INC.		8,147.60
CANON SOLUTIONS AMERICA, INC.	C3325-CU 7/31-8/30	78.42
	C9065-8/22-9/21/18	559.36
	C9065-CU 8/22-9/21/18	398.39
	CANON C75801 COPIER	32,316.34
	ECOPLY FOR COPIER	5,885.21
	IRC550-CU 6/15-9/14	1,712.40
	TONER CARTRIDGE	589.12
	VARIOUS-CU 5/9-8/18	2,965.58
CANON SOLUTIONS AMERICA, INC.		44,504.82
CANYON RADIATOR AUTO REPAIR, INC.	LABOR/PARTS UNIT# I37	305.78
	LABOR/PARTS UNIT# I57	3,107.99
	PARTS/LABOR UNIT# I58	1,485.77
CANYON RADIATOR AUTO REPAIR, INC.		4,899.54

SCVWA - Regional Division

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From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
CAPITAL OFFICE PRODUCTS, INC.	ENGINEERING STAMP	356.71
	OFFICE SUPPLIES-STAMP	150.61
CAPITAL OFFICE PRODUCTS, INC.		507.32
CAPPO	GATEWAY MTG-SR,JW,BL	60.00
CAPPO		60.00
CARQUEST AUTO PARTS	PARTS-UNIT# I63	245.39
CARQUEST AUTO PARTS		245.39
CAST FOR KIDS FOUNDATION	CAST FOR KIDS EVENT	1,500.00
CAST FOR KIDS FOUNDATION		1,500.00
CCFST	BRASS FITTINGS/HOSE	379.38
CCFST		379.38
CDW GOVERNMENT, INC	10' POWER CORD	148.39
	CABLE,GIGABIT SWITCH	685.76
CDW GOVERNMENT, INC		834.15
CHAVON HALUSHKA	WTR INNOV. MTG EXP	326.46
CHAVON HALUSHKA		326.46
CHEVRON AND TEXACO CARD SVCS	GASOLINE THRU 10/5/18	6,824.07
	SERVICES THRU 10/5/18	129.93
CHEVRON AND TEXACO CARD SVCS		6,954.00
CIVILTEC ENGINEERING INC.	E1718-027 THRU 6/30	3,275.00
CIVILTEC ENGINEERING INC.		3,275.00
CMJ INFORMATION TECHNOLOGY INC.	MAINT/SUPPORT OCT.	900.00
	MAINT/SUPPORT SEPT 18	900.00
CMJ INFORMATION TECHNOLOGY INC.		1,800.00
COPPER EAGLE PATROL & SECURITY	AUGUST MEETINGS	400.00
	CONCERT GUARD AUG.	400.00
	EVENT GUARD 6/13,6/21	200.00
	EVENT GUARD 7/11/18	100.00
	PATROL SERVICES SEPT.	3,135.00
COPPER EAGLE PATROL & SECURITY		4,235.00
CORE & MAIN LP	AIR RELEASE VALVE	2,870.74
	AIR VAC PARTS	31.87
CORE & MAIN LP		2,902.61
COREY HILTON	SMART CONTRLR REBATE	149.99
COREY HILTON		149.99
CRAIG KITCHENER	SMART CONTRLR REBATE	150.00
CRAIG KITCHENER		150.00
CS-AMSCO	480V STACK & MOTOR	2,016.99
CS-AMSCO		2,016.99
CSMFO	FY18/19 BUDGET AWARD	150.00
CSMFO		150.00
CURTIS MICHAEL	SMART CONTRLR REBATE	149.99
CURTIS MICHAEL		149.99
CUSTOM CATERERS	ALL STAFF MTG 9/11/18	2,810.04
	EMPLOYEE HEALTH FAIR	1,341.38
CUSTOM CATERERS		4,151.42

SCVWA - Regional Division

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From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
CYNTHIA BRADY	SEPT. MILEAGE	8.72
CYNTHIA BRADY		8.72
D&H WATER SYSTEMS, INC.	PARTS FOR CL2 SYSTEM	354.85
D&H WATER SYSTEMS, INC.		354.85
DANIEL B STEPHENS & ASSOCIATES, INC	GROUND SUSTAINABILITY ADVISORY 8/8-9/9/18	4,847.70
	GROUND SUSTAINABILITY ADVISORY 9/10-10/7/18	5,476.20
DANIEL B STEPHENS & ASSOCIATES, INC		10,323.90
DANIEL LEON	SMART CONTRL REBATE	150.00
DANIEL LEON		150.00
DARIN BROWN	SMART CONTRL REBATE	150.00
DARIN BROWN		150.00
DATALINK NETWORKS, INC	FACILITY CAPACITY FEE PROJECT SEPT.	20,400.00
DATALINK NETWORKS, INC		20,400.00
DAVID D STONE-GROSS	SMART CONTRLR REBATE	134.48
DAVID D STONE-GROSS		134.48
DENNIS SAMBOLIN	POOL COVER REBATE	184.99
DENNIS SAMBOLIN		184.99
DEPARTMENT OF JUSTICE	FINGERPRINTING AUG 18	177.00
DEPARTMENT OF JUSTICE		177.00
DEPARTMENT OF WATER RESOURCES	AUGUST DWR VARIABLE	916,334.00
	CO.# 160213 OCT 2018	940,327.00
DEPARTMENT OF WATER RESOURCES		1,856,661.00
DESERT BUSINESS INTERIORS LLC	CREDIT-DAMAGE RETURN	-84.38
	FURNITURE-SC	613.51
DESERT BUSINESS INTERIORS LLC		529.13
DIESEL GENERATOR SERVICE INC.	RPL GEN BATTERY SYSTEM	2,571.93
DIESEL GENERATOR SERVICE INC.		2,571.93
DMV RENEWAL	VEH REG-TITLE CHANGE	280.00
DMV RENEWAL		280.00
DOLPHIN PROMOTIONS	EDUCATION GIVEAWAYS	2,781.30
	GIVE AWAY ITEMS	192.55
DOLPHIN PROMOTIONS		2,973.85
DOMINIQUE KUSIAK	SMART CONTRL REBATE	150.00
DOMINIQUE KUSIAK		150.00
EDWARD COLLEY	VAWA TRVL EXP. 9/20	44.69
EDWARD COLLEY		44.69
EMCOR SERVICES-MESA ENERGY SYSTEMS	PREVENTIVE MAINTENANCE	1,373.08
EMCOR SERVICES-MESA ENERGY SYSTEMS		1,373.08
EMPLOYEE RELATIONS, INC.	BACKGROUND CHECKS	172.35
EMPLOYEE RELATIONS, INC.		172.35
EMPLOYMENT DEVELOPMENT DEPT.	WITHHOLDING 10/19/18	404.55
	WITHHOLDING 10/5/18	404.55
EMPLOYMENT DEVELOPMENT DEPT.		809.10

SCVWA - Regional Division

Check Register Report

From: Oct 1, 2018 to Oct 31, 2018

Vendor Name	Description	Amount
ERIKA DILL	JPIA SEM. EXP 9/25-27	415.69
	JPIA TRVL EXP 9/25-27	20.00
	MILEAGE 9/25-27/18	151.52
ERIKA DILL		587.21
ERNESTO VELAZQUEZ	GASOLINE 10/1-3/18	10.35
	MILEAGE 10/1-3/18	13.62
	MWQI MTG EXP 10/1-3	444.01
	MWQI TRVL EXP 10/1-3	195.39
ERNESTO VELAZQUEZ		663.37
ERNST & YOUNG LLP - 072	PROGRESS BILL	5,849.00
ERNST & YOUNG LLP - 072		5,849.00
EUROFINS EATON ANALYTICAL, INC.	CW/CT IMPROVEMENTS	730.00
	OUTSIDE LAB 7/12/18	375.00
	PERCHLORATE 6/20/18	2,120.00
EUROFINS EATON ANALYTICAL, INC.		3,225.00
EVOQUA WATER TECHNOLOGIES, LLC.	DI TANK RNTL 7/1-9/30	97.54
	RESIN TNK CHANGE 8/24	73.41
EVOQUA WATER TECHNOLOGIES, LLC.		170.95
FEDEX	DELIVERY THRU 8/10/18	113.67
	DELIVERY THRU 8/20	90.50
	DELIVERY THRU 8/30/18	70.07
FEDEX		274.24
FISHER SCIENTIFIC	CONDUCTIVITY CALIBR.	438.00
	LAB SUPPLIES	730.56
FISHER SCIENTIFIC		1,168.56
FLEETCOR TECHNOLOGIES, INC.	GASOLINE THRU 9/30/18	110.15
FLEETCOR TECHNOLOGIES, INC.		110.15
FRANCHISE TAX BOARD	WITHHOLDINGS 10/19/18	100.00
	WITHHOLDINGS 10/5/18	100.00
FRANCHISE TAX BOARD		200.00
GEORGE ROSENBERG	SMART CONTRL REBATE	149.99
GEORGE ROSENBERG		149.99
GINA GAIL MACDONALD	SMART CONTRLR REBATE	150.00
GINA GAIL MACDONALD		150.00
GRAINGER, INC.	CREDIT-RETURNED ITEMS	-410.31
	MECHANIC GLOVES	856.71
	PADLOCKS	1,536.07
	SAFETY SUPPLIES	874.42
	SIGN/INSPEC. TAGS	335.60
	SUBMERSIBLE PUMP	1,126.94
	TEMP GUN FOR HVAC	89.77
GRAINGER, INC.		4,409.20
GRAND AMERICAN TIRE	TIRES UNIT# I57	1,615.82
GRAND AMERICAN TIRE		1,615.82
HACH COMPANY	MONOCHLOR REAGENTS	4,238.87
HACH COMPANY		4,238.87

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Vendor Name	Description	Amount
HASA, INC.	BULK 12.5% SOLUTION SODIUM HYPOCHLORITE - (BLEACH)	11,396.29
HASA, INC.		11,396.29
HILL BROTHERS CHEMICAL CO.	BULK 19% AMMONIUM HYDROXIDE - (AQUA AMMONIA)	4,764.63
HILL BROTHERS CHEMICAL CO.		4,764.63
HIRSCH PIPE & SUPPLY	PIPE FITTING	299.50
HIRSCH PIPE & SUPPLY		299.50
HYDREX PEST CONTROL CO.	PEST SERVICE 8/30	133.00
HYDREX PEST CONTROL CO.		133.00
IAN A. LA BON	SMART CONTRL REBATE	150.00
IAN A. LA BON		150.00
IDEXX DISTRIBUTION, INC.	120ML VESSEL-200PK	4,668.75
IDEXX DISTRIBUTION, INC.		4,668.75
INTERSTATE BATTERY SYSTEM	BATTERY BOOSTER PAC	109.45
	BATTERY-UNIT#I09	130.06
INTERSTATE BATTERY SYSTEM		239.51
IRON MOUNTAIN	STORAGE/SHRED-SEPT 18	403.15
IRON MOUNTAIN		403.15
J.G. TUCKER & SON, INC.	CALIBRATION GAS CLYN	58.48
	CALIBRATION GAS CYLN	50.00
	CALIBRATION GAS CYLN.	296.73
J.G. TUCKER & SON, INC.		405.21
JACQUE MCMILLAN	AWAVC TRVL EXP 9/20	47.96
	CSDA CONF EXP 9/23-27	899.86
	CSDA CONFERENCE REG.	600.00
	CSDA TRVL EXP 9/23-27	175.49
	MTG.-SC,KM TRVL 9/5	41.42
	SCE TRVL EXP 9/11	51.23
JACQUE MCMILLAN		1,815.96
JAMES CHRISTOPHER SOJKA	LL TURF REMOVAL	5,840.00
JAMES CHRISTOPHER SOJKA		5,840.00
JASON G ROSS	SMART CONTRL REBATE	129.00
JASON G ROSS		129.00
JASON YIM	CONTRACTS SEM. TRVL	20.50
JASON YIM		20.50
JENNI DION	SMART CONTRLR REBATE	109.00
JENNI DION		109.00
JENNY JOO	JPIA CONF EXP 9/25-27	426.21
	JPIA TRVL EXP 9/25-27	20.00
	MILEAGE 9/25-27/18	151.51
JENNY JOO		597.72
JESSICA HITHE	JPIA CONF EXP 9/26-27	344.86
	JPIA TRVL EXP 9/26-27	20.00
	MILEAGE 9/26-27/18	166.77
JESSICA HITHE		531.63

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Vendor Name	Description	Amount
JOANNA BRISON	MILEAGE 10/11, 10/16	11.67
JOANNA BRISON		11.67
JOHN MURRAY PLUMBING	AS-NEEDED PLUMBING SERVICES	6,840.00
JOHN MURRAY PLUMBING		6,840.00
JOSEPH A. WHITEHEAD	SMART CONTRLR REBATE	150.00
JOSEPH A. WHITEHEAD		150.00
KAREN CLARK	SEPT. MILEAGE	5.45
KAREN CLARK		5.45
KAREN DENKINGER	JPIA CONF EXP 9/26-27	211.83
	JPIA TRVL EXP 9/26-27	10.00
	LEADRSHIP SEM EXP 9/5	14.66
	MILEAGE 9/26-27/18	152.60
KAREN DENKINGER		389.09
KAREN GORELICK	SMART CONTRL REBATE	150.00
KAREN GORELICK		150.00
KATHERINE CAUSLAND	DESIGN ADS	206.25
KATHERINE CAUSLAND		206.25
KENNEDY/JENKS	ON-CALL ENGINEERING AND/OR CONSTRUCTION MNGT. AND INSPECTION SERVICES 107425	8,244.60
KENNEDY/JENKS		8,244.60
KENNETH R. SPENCER JR.	SMART CONTRL REBATE	109.00
KENNETH R. SPENCER JR.		109.00
KHTS AM 1220	DIGITAL ADS-AUG.	3,000.00
KHTS AM 1220		3,000.00
KIMBERLY EGUEZ	SEPT. MILEAGE	14.17
KIMBERLY EGUEZ		14.17
LAGERLOF,SENECAL,GOSNEY & KRUSE LLP	GENERAL LEGAL SEPT.	4,324.50
LAGERLOF,SENECAL,GOSNEY & KRUSE LLP		4,324.50
LEE & RO, INC.	ON-CALL ENGINEERING CONST. MGMT AND INSPECTION SERVICES E1415	16,246.46
LEE & RO, INC.		16,246.46
LEE'S MAINTENANCE SERVICE, INC.	JANITORIAL SERVICES	11,034.75
LEE'S MAINTENANCE SERVICE, INC.		11,034.75
LEGALSHIELD	MEMBERSHIP DUES SEPT.	139.60
LEGALSHIELD		139.60
LINDSEY GIBSON	MILEAGE 9/10-14/18	45.78
	NAGW CONF EXP 9/10-14	597.20
LINDSEY GIBSON		642.98
LOWE'S	PARTS AND MATERIALS	77.88
LOWE'S		77.88
LUCY MEDINA	CALPERS EXP 10/21-24	718.05
	MILEAGE 10/21-24/18	171.14
LUCY MEDINA		889.19
LUHDORFF & SCALMANINI	2017 SCV WATER REPORT	14,333.40
LUHDORFF & SCALMANINI		14,333.40

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Vendor Name	Description	Amount
LYNNE PLAMBECK	SCWD TRVL EXP. 9/26	36.52
LYNNE PLAMBECK		36.52
MARI-CO MAIL SERVICE	MARI-CO MAIL SERVICE	688.75
MARI-CO MAIL SERVICE		688.75
MARIA GUTZEIT	AWA TRVL EXP. 9/20/18	37.06
MARIA GUTZEIT		37.06
MATHESON TRI-GAS, INC.	WATER TREATMENT CHEMICAL-BULK LIQUID OXYGEN	9,817.68
MATHESON TRI-GAS, INC.		9,817.68
MATHEW S. WIGDOR	POOL COVER REBATE	144.99
MATHEW S. WIGDOR		144.99
MCMASTER CARR SUPPLY CO.	DECAL/FIRST AID SIGN	323.45
	EXIT SIGN	92.95
MCMASTER CARR SUPPLY CO.		416.40
MEANS CONSULTING, LLC	PROFESSIONAL SERVICES AGREEMENT- STRATEGIC PLANNING SVCS	550.00
MEANS CONSULTING, LLC		550.00
MICHAEL BAKER INTERNATIONAL, INC.	ON-CALL ENGINEERING AND/OR CM AND INSPECTION SERVICES	7,239.47
MICHAEL BAKER INTERNATIONAL, INC.		7,239.47
MICHAEL R KUGEL	SMART CONTRL REBATE	150.00
MICHAEL R KUGEL		150.00
NANCY OLIPHANT	JPIA SEM. EXP 9/25-27	501.46
	JPIA TRVL EXP 9/25-27	20.00
	MILEAGE 9/25-27/18	155.33
NANCY OLIPHANT		676.79
NATIONAL CINEMEDIA, LLC	ONSCREEN AD9/21-10/18	891.56
	PRESHOW ADS 8/24-9/20	891.56
NATIONAL CINEMEDIA, LLC		1,783.12
NOSSAMAN LLP	PERCHLORATE SEPT.	9,009.34
NOSSAMAN LLP		9,009.34
OCCU-MED, LTD.	PRE-EMPLOYMENT PHYS.	186.00
OCCU-MED, LTD.		186.00
OFFICE DEPOT	SUPPLIES AND SERVICES	267.48
OFFICE DEPOT		267.48
OLIN CORPORATION	CHEMICALS-SODIUM HYDROXIDE 25%- 50% SOLUTION (CAUSTIC SODA)	28,438.68
OLIN CORPORATION		28,438.68
OPENGOV, INC.	AS-NEEDED PROFESSIONAL SERVICES	10,000.00
OPENGOV, INC.		10,000.00
PACIFIC MOBILE STRUCTURES, INC.	MODULAR 10/1-10/31/18	1,314.00
PACIFIC MOBILE STRUCTURES, INC.		1,314.00

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Vendor Name	Description	Amount
PANERA BREAD/RISEN BREAD LLC	ADMIN MTG 8/30/18	139.82
	AGENDA PLANNING 10/1	69.88
	INTERVIEW PANEL 9/6	119.01
PANERA BREAD/RISEN BREAD LLC		328.71
PEST OPTIONS INC.	WEED ABATEMENT AND PEST CONTROL	350.00
PEST OPTIONS INC.		350.00
PHENOVA, INC.	WP/WS PT STUDY	515.35
PHENOVA, INC.		515.35
PHILIP B. QUEBMAN	POOL COVER REBATE	200.00
PHILIP B. QUEBMAN		200.00
PIHRA	2018 MEMB. DUES-JB	125.00
PIHRA		125.00
POOLE & SHAFFERY, LLP	LEGISLATIVE ANALYSIS	10,000.00
POOLE & SHAFFERY, LLP		10,000.00
PRASHANTH JALIGAMA	SMART CONTRL REBATE	150.00
PRASHANTH JALIGAMA		150.00
PRIME PUBLICATIONS, INC.	1/2 PAGE AD-SEPT	900.00
PRIME PUBLICATIONS, INC.		900.00
R.J. KELLY	CSDA CONF EXP 9/23-27	674.52
	CSDA TRVL EXP 9/23-27	229.99
R.J. KELLY		904.51
RED HAWK FIRE & SECURITY	5YR SPRINKLER INSPEC.	3,630.00
	SEMIANNUAL FM200 INSP	400.00
RED HAWK FIRE & SECURITY		4,030.00
RED WING SHOES	SAFETY BOOTS-CA	246.06
	SAFETY BOOTS-ED	250.00
	SAFETY BOOTS-ES	231.51
	SAFETY BOOTS-JK	250.00
	SAFETY BOOTS-VT	100.00
RED WING SHOES		1,077.57
REEVES COMPLETE AUTO CENTER, INC.	LABOR/PARTS UNIT# I09	157.28
	LABOR/PARTS UNIT# I42	88.53
REEVES COMPLETE AUTO CENTER, INC.		245.81
REPUBLIC SERVICES	ROLL OFF RENTAL SEPT.	372.43
	SERVICE OCT 2018	271.56
REPUBLIC SERVICES		643.99
RESHMA REBELLO	SMART CONTRLR REBATE	149.99
RESHMA REBELLO		149.99
RICHARD VASILOPULOS	MILEAGE 10/4/18	64.75
RICHARD VASILOPULOS		64.75
RICOH AMERICAS CORPORATION	ED-R2051-CU 6/20-9/20	179.45
	HR2051-CU 6/30-9/29	881.18
RICOH AMERICAS CORPORATION		1,060.63
ROBERT BRADFORD	GRADE D-1 CERT.	100.00
ROBERT BRADFORD		100.00

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Vendor Name	Description	Amount
ROYAL INDUSTRIAL SOLUTIONS	CREDIT-RETURNED ITEMS	-17.43
	GALV. STEEL CONDUIT	1,522.05
ROYAL INDUSTRIAL SOLUTIONS		1,504.62
SAGE STAFFING	BELL W/E 9/16/18	1,279.20
	BELL W/E 9/2/18	1,535.04
	BELL W/E 9/23/18	1,892.15
	BELL W/E 9/9/18	1,407.12
SAGE STAFFING		6,113.51
SANDEEP TALWAR	SMART CONTRL REBATE	150.00
SANDEEP TALWAR		150.00
SC PUBLISHING INC.	ADVERTISING OCT. 18	900.00
SC PUBLISHING INC.		900.00
SCAQMD	FLAT FEE-FY18/19 EMI	131.79
	ICE EM ELEC GENTR	406.79
	SCRUBBER CHEM M.S.	1,456.96
SCAQMD		1,995.54
SCHNEIDER ELECTRIC SYSTEMS USA, INC	FLOWTUBE SIMULATOR	1,510.75
SCHNEIDER ELECTRIC SYSTEMS USA, INC		1,510.75
SMART & FINAL	BOARD SUPPLIES	92.00
SMART & FINAL		92.00
SOLAR STAR CA. XXIV, LLC/ SUNPOWER	SEPT. 2018 SERVICE	23,596.55
SOLAR STAR CA. XXIV, LLC/ SUNPOWER		23,596.55
SOLAR STAR CA. XXVIII, LLC/SUNPOWER	SEPT. 2018 SERVICE	98,484.11
SOLAR STAR CA. XXVIII, LLC/SUNPOWER		98,484.11
SOLYMAN OMAR	SMART CONTRLR REBATE	149.99
SOLYMAN OMAR		149.99
SOUTHERN CALIFORNIA EDISON	RV SOLAR 9/1-10/1/18	19,276.05
SOUTHERN CALIFORNIA EDISON		19,276.05
SPECTRUM REACH	LRP DIGITAL ADS AUG	1,500.00
	LRP DIGITAL ADS-AUG	3,500.00
	LRP DIGITAL COMMERCL	720.00
SPECTRUM REACH		5,720.00
STAATS CONSTRUCTION, INC.	MMPWY/OLD RD LEAK RPR	126,523.42
STAATS CONSTRUCTION, INC.		126,523.42
STANDARD & POOR'S FINANCIAL SERVICE	2008A COP SURVEILLNCE	3,500.00
STANDARD & POOR'S FINANCIAL SERVICE		3,500.00
STATE DISBURSEMENT UNIT	WITHHOLDINGS 10/19/18	1,213.71
	WITHHOLDINGS 10/5/18	1,213.71
STATE DISBURSEMENT UNIT		2,427.42
STAY GREEN INC.	LANDSCAPE MAINT.-OCT	6,742.00
	LANDSCAPE MAINT.-SEPT	6,742.00
	REPLACE IRRIG. CNTRL	484.29
STAY GREEN INC.		13,968.29
STEPHANIE KNUDSON	SEPT. MILEAGE	8.72
STEPHANIE KNUDSON		8.72

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Vendor Name	Description	Amount
STEVE C. GILBERT	SMART CONTRLR REBATE	150.00
STEVE C. GILBERT		150.00
STEVE LASDON	SMART CONTRL REBATE	109.00
STEVE LASDON		109.00
STEVEN R. PEMBERTON	SMART CONTRL REBATE	150.00
STEVEN R. PEMBERTON		150.00
STRADLING, YOCCA, CARLSON & RAUTH	SRVCS THRU 8/31/18	4,278.00
STRADLING, YOCCA, CARLSON & RAUTH		4,278.00
SUMMIT POINTE OWNERS ASSOCIATION	ASSESSMENTS FOR 26501	1,716.44
	ASSESSMENTS FOR 26505	1,345.34
SUMMIT POINTE OWNERS ASSOCIATION		3,061.78
SUPERION, LLC	QREP MAINT8/1-7/31/19	1,963.22
SUPERION, LLC		1,963.22
TAEHOON OH	SMART CONTRL REBATE	150.00
TAEHOON OH		150.00
TAMERA BASTIAANS	2ND GRADE SUPPLIES	51.97
TAMERA BASTIAANS		51.97
THATCHER COMPANY OF CALIFORNIA, INC	LIQUIDE CHLORINE GAS	5,870.75
THATCHER COMPANY OF CALIFORNIA, INC		5,870.75
THE GAS COMPANY	9/14-10/17/18 SRVC	26.54
	9/18-10/19/18 SRVC	1,880.80
THE GAS COMPANY		1,907.34
THE GOODYEAR TIRE & RUBBER COMPANY	TIRES UNIT# I08	544.56
	TIRES UNIT# I12	119.73
THE GOODYEAR TIRE & RUBBER COMPANY		664.29
THE SIGNAL	DIGITAL BANNER SEPT.	2,500.00
	E-BLAST SPONSOR SEPT	1,500.00
	FACEBOOK ADS-SEPT	1,500.00
	SUBSCRIPTION RENEWAL	160.00
THE SIGNAL		5,660.00
THERMO ELECTRON NA LLC	ION-PAC COLUMNS	3,019.33
THERMO ELECTRON NA LLC		3,019.33
THOMAS E. SPENCER	SMART CONTRLR REBATE	109.00
THOMAS E. SPENCER		109.00
THOMAS FARRELL	SMART CONTRLR REBATE	149.99
THOMAS FARRELL		149.99
THOMAS J. SIRCHIA JR.	SMART CONTRL REBATE	150.00
THOMAS J. SIRCHIA JR.		150.00
TIREHUB, LLC	TIRES-UNIT# I09	626.04
	TIRES-UNIT# I42	824.00
TIREHUB, LLC		1,450.04
TODD GROUNDWATER	GROUNDWATER SERVICE	250.65
TODD GROUNDWATER		250.65
TOURNEY PLAZA III LLC	BROKEN H2OLINE CLEAN UP	7,360.00
TOURNEY PLAZA III LLC		7,360.00

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Vendor Name	Description	Amount
TPX COMMUNICATIONS	RIO VISTA WATER TREATMENT PUMP SRVC10/16-11/15	920.93
TPX COMMUNICATIONS		920.93
ULINE SHIPPING SUPPLY	SMALL ADDRESS LABELS	448.38
ULINE SHIPPING SUPPLY		448.38
UNITED RECORDS MANAGEMENT, INC.	DATA IMAGING SERVICES	1,619.35
UNITED RECORDS MANAGEMENT, INC.		1,619.35
USABLU BOOK	2" VALVE & ACTUATOR	795.44
USABLU BOOK		795.44
VALI COOPER & ASSOCIATES, INC.	ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES	6,439.05
VALI COOPER & ASSOCIATES, INC.		6,439.05
VERIZON WIRELESS	CIMIS 9/11-10/10/18	38.01
	SERVICE 9/11-10/10/18	2,197.22
	TELEMETRY 8/24-9/23	836.87
VERIZON WIRELESS		3,072.10
VINCENT LEVALOIS	SMART CONTRL REBATE	150.00
VINCENT LEVALOIS		150.00
VWR SCIENTIFIC INC.	2000ML BEAKERS	241.85
	CONDUCTIVITY CALIBR.	389.82
	LAB SUPPLIES	2,387.24
	LABEL REMOVER	236.25
	POWDER DETERGENT	347.77
VWR SCIENTIFIC INC.		3,602.93
WAGeworks, INC.	SEPT. 2018 SERVICE	266.20
WAGeworks, INC.		266.20
WARD'S SCIENCE	4TH GRADE PROTOZOA	66.97
WARD'S SCIENCE		66.97
WATER AND ENERGY CONSULTING	SCE GRC P2 SETTLEMENT	3,203.51
WATER AND ENERGY CONSULTING		3,203.51
WATER CONSULTANCY, INC.	PERCH SUPPORT SRVCS	2,320.00
WATER CONSULTANCY, INC.		2,320.00
WAXIE SANITARY SUPPLY	JANITORIAL SUPPLIES	863.82
WAXIE SANITARY SUPPLY		863.82
WAYNE DE VILLIERS	SMART CONTRL REBATE	99.00
WAYNE DE VILLIERS		99.00
WHEELER COMPANY	WATER RESOURCES AND OUTREACH CONSULTING SERVICES	3,782.50
WHEELER COMPANY		3,782.50
WILLIAM M. STEWART	SMART CONTRL REBATE	99.00
WILLIAM M. STEWART		99.00
WOLF CREEK RESTAURANT BREWING	BOD DINNER MTG 10/16	531.16
WOLF CREEK RESTAURANT BREWING		531.16
WOLF'S TOWING & AUTO REPAIR INC.	8/16/18 TOWING #137	89.00
	8/9/18 TOWING #137	220.00
WOLF'S TOWING & AUTO REPAIR INC.		309.00

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Vendor Name	Description	Amount
WOODARD & CURRAN INC.	ON-CALL ENGINEERING AND/OR CONSTRUCTION MNGT. AND INSPECTION SERVICES	37,441.12
WOODARD & CURRAN INC.		37,441.12
X-ACT TECHNOLOGY SOLUTIONS, INC.	AS-NEEDED TECHNOLOGY SERVICES	25,500.00
X-ACT TECHNOLOGY SOLUTIONS, INC.		25,500.00
XYLEM WATER SOLUTIONS USA, INC.	VOCARB 3000,FILTER	370.18
XYLEM WATER SOLUTIONS USA, INC.		370.18
YVONNE JOHNSON	CALPERS EXP 10/21-24	778.37
	CALPERS TRVL EXP10/21	24.00
	MILEAGE 10/21-23	156.96
YVONNE JOHNSON		959.33
ZEE MEDICAL SERVICE, INC. #34	FIRST AID REFILLS	143.28
	WR FIRST AID REFILLS	44.18
ZEE MEDICAL SERVICE, INC. #34		187.46
Summary		3,220,877.31

Santa Clarita Valley Water Agency
Newhall Division

11/28/18

AP Check Register with GL Distributions

Date Range: 10/1/2018 to 10/31/2018

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
CIP		Construction in Progress				
111814	10/3/2018	CONNECTRONICS S3674061.001	9/11/18	45.64	0300-00-1052 (3)	Power Injector - 300-1052
111821	10/3/2018	FERGUSON ENTERPRISES INC #1350 6603769	9/24/18	275.09	0300-00-1040	Misc. Fittings - 300-1040
111824	10/3/2018	HARRINGTON INDUSTRIAL PLASTICS LLC 005C1058	9/7/18	101.99	0300-03-0456 (4)	1/2" Connectors - 303-0456
111825	10/3/2018	HOPKINS TECHNICAL PRODUCTS INC 3618300953	9/6/18	6,496.82	0300-03-0456 (1)	Chlorine Residual Analyzer - 303-0456
111827	10/3/2018	LINO'S TRUCKING A-280996	9/20/18	1,100.00	0300-00-1040 (10)	hrs. Trucking Services - 300-1040
		A-280995	9/19/18	990.00	0300-00-1056 (9)	hrs. Trucking Services - 300-1056
111830	10/3/2018	MICHAEL DEVORE TRUCKING CO. 95282	9/10/18	3,561.54	0300-00-1040 (25)	tons A-Base, Fill Sand, Cold Mix - 300-1040
		95281	9/10/18	957.49	0300-00-1040 (50)	tons Fill Sand - 300-1040
111839	10/3/2018	TRENCH SHORING CO., INC. 1151790-0001	9/10/18	890.18	0300-00-1051 (2)	Hydraulic Shores - 300-1051
111842	10/3/2018	VULCAN MATERIALS CO. 71959218	9/21/18	330.00	0300-00-1056 (1)	LF Mixed Semi 9/19/18 - 300-1056
111843	10/3/2018	WATER WELL SUPPLY INC. 18481	9/27/18	28,624.58	0300-00-1049	Replace (2) Pumps & (1) Motor - Newhall Booster #3 300-1049
111848	10/11/2018	ANDEL ENGINEERING CO 09011-05356	9/21/18	6,840.00	0300-00-975D	Prepare Water Plans - Pine St 300-975D
		09011-05355	9/21/18	4,040.00	0300-00-1040	Prepare Water Plans - Windcrest 300-1040
111851	10/11/2018	BELOW ZERO, INC 193385	9/18/18	1,500.00	0300-00-1056 (7)	Hot Tapping - 300-1056
111853	10/11/2018	CHARLES P. CROWLEY COMPANY, INC. 25174	9/13/18	8,612.23	0300-02-0177 (1)	Kasco Mixer - Pinetree Tank #3 302-0177
		25173	9/13/18	8,612.23	0300-02-0178 (1)	Kasco Mixer - Pinetree Tank #2 302-0178
111881	10/11/2018	RICK FRANKLIN CONSTRUCTION INC 5381	10/3/18	9,661.00	0300-00-1057	Asphalt Repairs - Kansas St 300-1057
111888	10/11/2018	TOMICIC'S PRESSURE WASHING SERVICE LLC 1890	9/19/18	4,200.00	0300-00-1040	Sweeping Service - Windcrest PI & Skyridge Dr 300-1040
111890	10/11/2018	VALENCIA BUILDING MATERIALS CO., INC 294260	9/13/18	192.46	0300-00-1056 (35)	90 lb. Concrete - 300-1056
111891	10/11/2018	VULCAN MATERIALS CO. 71968168	9/28/18	1,320.00	0300-00-1040 (4)	Lf Mixed Semi 9/20/18 - 300-1040
111903	10/19/2018	FAMCON PIPE AND SUPPLY INC 211453	9/21/18	2,978.40	0300-01-307F (3)	Flange Spools - 301-307F
111904	10/19/2018	FOSTER CONSTRUCTION 852	10/4/18	300.00	0300-00-1040	Saw Cut - Windcrest 300-1040
111905	10/19/2018	GEOSOILS CONSULTANTS INC. 70046	10/9/18	1,740.00	0300-00-1040	Water-Domestic Trench Backfill - 300-1040
111906	10/19/2018	GOLDAK INC 125308	9/24/18	3,230.25	0300-00-1051	Replace Pipe Leak Detector - 300-1051
111910	10/19/2018	GRAINGER INC 9913660784	9/24/18	404.60	0300-01-307F (50)	Duct Tape - 301-307F

Santa Clarita Valley Water Agency
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111919	10/19/2018	PADILLA ELECTRIC BUILDERS INC 18-6259	10/3/18	22,411.00	0300-00-1049	Install (2) Mag Starters - Newhall Booster #3 300-1049
111922	10/19/2018	PUMPMAN INC. 11368	10/9/18	2,769.00	0300-02-0174	Install Pump - Pinetree Sewer Lift Station 302-0174
		215317	10/9/18	7,998.00	0300-02-0174	Rebuild & Set Pump - Pinetree Sewer Lift Station 302-0174
111930	10/19/2018	VALENCIA BUILDING MATERIALS CO., INC 294529	9/20/18	192.46	0300-00-1056 (35)	90 lb. Concrete - 300-1056
		294587	9/25/18	537.38	0300-00-1056 (35)	90 lb. Concrete, (7) Barbs Eye - 300-1056
111940	10/24/2018	DELTA MOTOR COMPANY, INC. 21807	9/28/18	4,112.75	0300-01-0334	Repair Motor - Castaic Well #7 301-0334
111943	10/24/2018	GRAINGER INC 9924235402	10/3/18	309.01	0300-01-307F (2)	Plastic Wrap - 301-307F
111945	10/24/2018	HYDROPRESSURE CLEANING INC 14275	10/16/18	9,500.00	0300-01-0334	Well Jet - Castaic Well #7 301-0334
111956	10/24/2018	RYAN HERCO PRODUCTS CORP 9033791	9/28/18	2,383.30	0300-03-0453 (1)	275 gal. Bulk Container - 303-0453
111959	10/24/2018	TRENCH SHORING CO., INC. 1153536-0002	10/2/18	336.00	0300-00-1056	Shoring Rental 9/17-10/1/18 - 300-1056
111964	10/31/2018	ANDEL ENGINEERING CO 10011-05355	10/18/18	360.00	0300-00-1040	Survey Culture & Prepare Water Plans - Windcrest 300-1040
		10011-05356	10/18/18	1,314.00	0300-00-975D	Survey Culture & Prepare Water Plans - Pine St 300-975D
111972	10/31/2018	CORE & MAIN LP J619996	10/8/18	31.54	0300-01-307F (1)	Bolt & Nut Kit - 301-307F
111975	10/31/2018	FAMCON PIPE AND SUPPLY INC 212097	10/8/18	22,866.88	0300-01-307F	Inventory - 301-307F
111980	10/31/2018	LOWE'S 10/17/18	10/17/18	10.77	0300-02-0177	Tools & Supplies 10/18 - 302-0177
111983	10/31/2018	PACIFIC SURVEYS LLC 24513	10/4/18	3,555.00	0300-01-0334	Side-Scan Video Survey & Mobilization of Equip - 301-0334
111992	10/31/2018	WASTE MANAGEMENT 20-89860-03000	10/16/18	130.00	0300-01-307D (1)	10yd. Roll-Off 101-10/15/18 - 31600 Ridge Rte 301-307D
CONDEP		Construction Meter Deposit Refunds				
005464	10/3/2018	CLARK BROTHERS INC. 08955	9/27/18	1,200.00	2720-00	Refund Constr Meter Deposit A/C #23446
005465	10/3/2018	INTERTEX GENERAL CONTRACT 08954	9/27/18	1,200.00	2720-00	Refund Constr Meter Deposit A/C #09887
005466	10/3/2018	NATURES IMAGE 08953	9/27/18	1,200.00	2720-00	Refund Constr Meter Deposit A/C #09865
CUSREF		Customer Refunds				
111852	10/11/2018	GARY CARLSON 08958	10/8/18	79.82	1610-00	Refund CR Balance - Closed A/C #06130
111854	10/11/2018	ANTHONY CICHETTI 08964	10/8/18	3.58	1610-00	Refund CR Balance - Closed A/C #23616
111864	10/11/2018	ROBERT FERNANDEZ 08961	10/8/18	65.72	1610-00	Refund CR Balance - Closed A/C #18313
111868	10/11/2018	INTERTEX GENERAL CONTRACT 08960	10/8/18	295.87	1610-00	Refund CR Balance - Closed A/C #09887
111873	10/11/2018	MARLON MARTINEZ 08965	10/8/18	82.01	1610-00	Refund CR Balance - Closed A/C #23804

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111874	10/11/2018	SHARON MCMAHON 08956	10/8/18	138.88	1610-00	Refund CR Balance - Closed A/C #01987
111875	10/11/2018	MARGARET MUNOZ 08962	10/8/18	74.55	1610-00	Refund CR Balance - Closed A/C #19179
111876	10/11/2018	NATURES IMAGE 08959	10/8/18	321.91	1610-00	Refund CR Balance - Closed A/C #09865
111882	10/11/2018	SUZANNE RIOUX 08957	10/8/18	16.11	1610-00	Refund CR Balance - Closed A/C #02189
111883	10/11/2018	MIGUEL ROCHA 08963	10/8/18	14.31	1610-00	Refund CR Balance - Closed A/C #23613
111908	10/19/2018	KRISTEN GOLDSCHMIDT 08948	9/25/18	108.53	1610-00	Refund CR Balance - Closed A/C #22245
111913	10/19/2018	ROCHELLE SRIGLEY-HERRON 08946	9/25/18	6.16	1610-00	Refund CR Balance - Closed A/C #21340
111916	10/19/2018	BETTY J MACHIN 08951	9/25/18	68.52	1610-00	Refund CR Balance - Closed A/C #24150
111920	10/19/2018	PATRICIA PEREZ 08945	9/25/18	75.72	1610-00	Refund CR Balance - Closed A/C #21124
DIREMP		Director/Employee Expense				
	10/24/2018	SCV WATER				
		9/30/18-3	9/30/18	22,341.61	7108-00	Shared Payroll - 9/18
		8/30/18-1	8/30/18	157.85	7120-00	(2) Background Checks
		9/30/18-1	9/30/18	205,334.82	2661-00	Direct Payroll 9/18
111818	10/3/2018	DELAWARE MANAGEMENT TRUST CO. 9/20/18	9/20/18	420.00	2663-00	Roth IRA 9/18
111838	10/3/2018	TRANSAMERICA EMPLOYEE BENEFITS 2503060537	9/20/18	248.52	2661-00	Universal Life 9/18
111847	10/11/2018	AMERICAN EXPRESS 9/28/18	9/28/18	7.00	7165-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
111887	10/11/2018	SCV WATER - VALENCIA WATER DIVISION 10376	9/30/18	408.83	7160-00	Expenses 9/18
		10376	9/30/18	37.03	7161-00	Expenses 9/18
111889	10/11/2018	US BANK 9/24/18	9/24/18	26.09	7161-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
111936	10/24/2018	DONALD BEST 08637	10/19/18	130.00	7160-00	D4 Certification Exam Fee Reimb.
111941	10/24/2018	DELAWARE MANAGEMENT TRUST CO. 10/23/18	10/23/18	420.00	2663-00	Roth IRA 10/18
111948	10/24/2018	LEGALSHIELD 10/15/18	10/15/18	186.35	2661-00	Employee Services 10/18
111978	10/31/2018	EUNIE KANG 08638	10/30/18	268.66	7165-00	Meals & Car Rental Reimb. - 2018 Board Sec. Conference
DUES		Dues/Memberships/Certification				
	10/24/2018	SCV WATER				
		9/30/18-13	9/30/18	632.95	7163-00	X-Act Technology - Office 365 License 9/18
		8/30/18-2	8/30/18	632.95	7163-00	X-Act Technology - Office 365 License 8/18
111847	10/11/2018	AMERICAN EXPRESS 9/28/18	9/28/18	3,018.96	7163-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
		9/28/18	9/28/18	74.80	7161-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18

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111946	10/24/2018	LA COUNTY TAX COLLECTOR 2866-006-270-18	10/24/18	112.53	7191-00	Property Tax - Tesoro N4 FY 18-19
111947	10/24/2018	LA COUNTY TAX COLLECTOR 8920-851-305-18	10/24/18	222.58	7191-00	Property Tax - Tick Cyn FY 18-19
111990	10/31/2018	SWRCB ACCOUNTING OFFICE RW-1018584	10/24/18	88.00	7156-00	Recycled Water Fees FY 2017-2018
INSUR	Insurance					
	10/24/2018	SCV WATER 8/30/18	8/30/18	15,373.00	1710-00	ACWA/JPIA Property Program 4/18-4/19
111844	10/11/2018	ACWA-JPIA/CB&T 0577783	10/3/18	50,507.72	7131-00	Health Benefits 11/18
		0577783	10/3/18	2,948.30	1680-00	Health Benefits 11/18
		0577783	10/3/18	77.55	7127-00	Health Benefits 11/18
		0577783	10/3/18	515.79	7129-00	Health Benefits 11/18
		0577783	10/3/18	4,764.89	7133-00	Health Benefits 11/18
111845	10/11/2018	AFLAC 625653	9/28/18	1,473.24	2661-00	Insurance Premium 9/7-10/3/18
111915	10/19/2018	THE LINCOLN NATIONAL LIFE INSURANCE CO. 3758588055	10/10/18	642.72	7131-00	Life & Disability Insurance 11/18
		3758588055	10/10/18	655.20	7132-00	Life & Disability Insurance 11/18
111924	10/19/2018	ROBERT HARRIS INSURANCE AGENCY, INC. 119905	10/10/18	14,202.91	7126-00	Insurance Policy #TR00014860552018 - 10/10/18-10/10/19
		119902	10/10/18	43,665.91	7126-00	Insurance Policy #B2A3IM0002592-03 10/10/18-10/10/19
INV	Inventory					
111816	10/3/2018	CORE & MAIN LP J492272	9/12/18	3,543.63	1810-00	(4) Gate Valves
111856	10/11/2018	CORE & MAIN LP J479236	9/18/18	89,080.63	1810-00	Inventory
111899	10/19/2018	CORE & MAIN LP J533025	9/20/18	186.16	1810-00	(1) Service Saddle
111903	10/19/2018	FAMCON PIPE AND SUPPLY INC 211455	9/21/18	75,369.40	1810-00	Inventory
		211454	9/21/18	1,390.65	1810-00	(1) Meter Valve
		211609	9/26/18	2,113.35	1810-00	Inventory
111975	10/31/2018	FAMCON PIPE AND SUPPLY INC 212097	10/8/18	24,143.66	1810-00	Inventory - 301-307F
LEGAL	Professional Services - Legal					
	10/24/2018	SCV WATER 9/30/18-11	9/30/18	96.00	7151-00	General Leagal Matters 9/18
MAINT	Maintenance and Services					
111815	10/3/2018	COPPER EAGLE PATROL & SECURITY 59142	8/20/18	962.50	7221-00	Vandal Watch - Newhall Facility 8/14, 8/17-8/18/18
111817	10/3/2018	CORELECTRIC INC. 4519	9/27/18	880.00	5755-00	Electrical Work to Employee & Locker Room
111819	10/3/2018	EUROFINS EATON ANALYTICAL INC L0414127	9/26/18	10.00	5315-00	Water Analysis 9/19/18 - Manganese Blending
		L0403446	7/26/18	1,275.00	5315-00	Water Analysis 7/12/18 - Newhall
111826	10/3/2018	KNUDTSON BUILDING MAINTENANCE 122083	9/24/18	1,294.00	7221-00	Janitorial Services 9/18
		122083	9/24/18	431.00	5755-00	Janitorial Services 9/18

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111832	10/3/2018	QUINN RENTAL SERVICES 07376501	9/20/18	1,486.12	5755-00 (1)	Water Truck Rental 9/13-9/18/18
111840	10/3/2018	UNDERGROUND SERVICE ALERT 920180462	10/1/18	143.65	5425-00 (81)	Dig Alerts 9/18
111846	10/11/2018	AKEL ENGINEERING GROUP INC 18462-01	9/13/18	407.00	5345-00	Wildwood Cyn Rd Fire Flow Analysis
111847	10/11/2018	AMERICAN EXPRESS 9/28/18	9/28/18	40.05	5525-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
111850	10/11/2018	AV EQUIPMENT RENTALS INC 204375	10/1/18	675.00	5755-00 (1)	Water Truck Rental 9/26-10/1/18
111855	10/11/2018	COPPER EAGLE PATROL & SECURITY 58234	7/23/18	4,480.00	7221-00	Vandal Watch - Newhall Facility 7/16-7/22/18
		59328	9/3/18	638.00	7221-00	Vandal Watch - Newhall Facility 8/24, 8/31/18
111857	10/11/2018	COURIER-MESSENGER INC. 21130	9/30/18	300.00	5525-00	Courier Services 9/18
111859	10/11/2018	EAGLE ONE PROTECTION INC R35000	9/28/18	84.00	5755-00	Monitoring Security System 10/18
111861	10/11/2018	EUROFINS EATON ANALYTICAL INC L0413871	9/25/18	60.00	5315-00	Water Analysis 9/18/18 - Newhall
111862	10/11/2018	EXPERIAN CD1906009114	9/28/18	179.21	5525-00	Credit Checks 9/18
111870	10/11/2018	JOHN MURRAY PLUMBING INC 118940	9/21/18	223.00	5455-00	Repairs to Broken Ball Valve - 24631 Ave Rockefeller
111893	10/19/2018	AMERICAN BUSINESS MACHINES 408567	9/6/18	1,428.59	7225-00	Canon Copiers Maintenance 9/4-12/3/18
111898	10/19/2018	CLARK PEST CONTROL 9/28/18	9/28/18	47.00	7221-00	Pest Control Services 10/18
111900	10/19/2018	DEPARTMENT OF INDUSTRIAL RELATIONS 10/4/18	10/4/18	225.00	7221-00	Conveyance Inspection Fee #155827
111907	10/19/2018	GOLDEN WEST SECURITY INC 72426	10/11/18	25.00	5755-00	Extra Trips 9/18
		72281	10/1/18	53.25	5755-00	Alarm Response Service 10-12/18
111923	10/19/2018	RICK FRANKLIN CONSTRUCTION INC 5389	10/10/18	720.00	5455-00	Asphalt Repair - Deputy Jake
111931	10/19/2018	WASTE MANAGEMENT 3669801-0160-9	10/1/18	839.89	5755-00 (1)	40 yd. Roll-Off 9/21/18
111933	10/24/2018	AESTIVA SOFTWARE INC POD-R177816	9/20/18	4,246.20	7163-00	Purchase Order Software Renewal 12/15/18-12/14/19
111934	10/24/2018	AMTECH ELEVATOR SERVICES DVA08379B18	10/22/18	191.97	7221-00	Elevator Maintenance 11/18
111942	10/24/2018	GENERAL UNDERGROUND FIRE PROTECTION INC 20183374	10/1/18	695.00	7221-00	Quarterly Fire Sprinkler Testing - 10-12/18 - Office
111944	10/24/2018	GREENSET LANDSCAPING SEPTEMBER-1	10/1/18	275.00	7221-00	Landscape Maintenance 9/18
		SEPTEMBER-1	10/1/18	375.00	5415-00	Landscape Maintenance 9/18
		SEPTEMBER-1	10/1/18	225.00	5225-00	Landscape Maintenance 9/18
		SEPTEMBER-1	10/1/18	150.00	5435-00	Landscape Maintenance 9/18
		SEPTEMBER-1	10/1/18	700.00	5755-00	Landscape Maintenance 9/18
111961	10/24/2018	X-ACT TECHNOLOGY SOLUTIONS, INC. 21928	9/17/18	1,900.00	7163-00 (7)	Cable Runs for Upstairs Offices

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111971	10/31/2018	CLARK PEST CONTROL 10/24/18	10/24/18	47.00	7221-00	Pest Control Services 10/18
111979	10/31/2018	KNUDTSON BUILDING MAINTENANCE 122193	10/24/18	1,294.00	7221-00	Janitorial Services 10/18
		122193	10/24/18	431.00	5755-00	Janitorial Services 10/18
MATSUP		Material and Supply Expense				
111811	10/3/2018	AV EQUIPMENT RENTALS INC 203708	9/12/18	28.68	5755-00	(9) gal. Propane
111820	10/3/2018	FAMCON PIPE AND SUPPLY INC 210959	9/11/18	1,258.81	5425-00	(24) 6" Gaskets, (24) 8" Gaskets
		210960	9/11/18	445.45	5706-00	(24) Shovels
		210779	9/6/18	1,137.71	5425-00	(4) 8" Clamps
111822	10/3/2018	GRAINGER INC 9898502019	9/6/18	105.12	5555-00	(20) Cable Ties
		9898117610	9/6/18	60.31	5475-00	(1) Hex Nipple, (1) Rocker Lug
		9899254461	9/7/18	168.26	5425-00	(6) Ball Valves
		9897452521	9/6/18	453.86	5415-00	(48) Encased Round Base Magnet
		9898326690	9/6/18	272.81	5425-00	(2) Fire Hose
		9899122395	9/7/18	344.38	5475-00	(6) Lugs, (12) Adapters, (20) Connectors
111823	10/3/2018	HACH COMPANY 11125663	9/7/18	1,490.22	5330-00	(12) Chlorine Testing Kits
111828	10/3/2018	LOWE'S 9/17/18	9/17/18	730.99	5755-00	Tools & Supplies 9/18
111837	10/3/2018	STEP SAVER INC 344318	9/19/18	390.00	5330-00	(2650) lbs. Certified Coarse Salt - Castaic
		344317	9/19/18	96.46	5330-00	(660) lbs. Certified Coarse Salt - Stetson Ranch
111847	10/11/2018	AMERICAN EXPRESS 9/28/18	9/28/18	30.16	5555-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
		9/28/18	9/28/18	743.12	5225-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
111856	10/11/2018	CORE & MAIN LP J463166	9/18/18	951.23	5455-00	(5) Clamps
111858	10/11/2018	CULLIGAN OF SYLMAR 1649513	9/30/18	484.00	5330-00	(4) Portable Tank Exchange - Castaic 10/18
		1652909	9/30/18	144.00	5330-00	(4) Portable Tank Exchange - Pinetree 10/18
		1649516	9/30/18	484.00	5330-00	(4) Portable Tank Exchange - Newhall 10/18
		1649514	9/30/18	121.00	5330-00	(1) Portable Tank Exchange - Tesoro 10/18
		1649519	9/30/18	31.00	5330-00	(1) Portable Tank Exchange - Stetson Ranch 10/18
111863	10/11/2018	FERGUSON ENTERPRISES INC #1350 6610948	9/25/18	62.23	5455-00	Misc. Fittings
111866	10/11/2018	GRAINGER INC 9910518431	9/19/18	462.26	5475-00	(4) Rocker Lug, (1) Cordless Drill
		9909616170	9/19/18	201.11	5755-00	(6) pk. C Batteries, (6) pk. AAA Batteries
111867	10/11/2018	HASA INC 618360	9/19/18	309.45	5330-00	(16) 15 gal. Drum Carboys, Return (31) 15 gal Drum Carboys
111871	10/11/2018	LORD & SONS P-135733	9/19/18	732.92	5755-00	Misc. Fittings, Marking Paint
111879	10/11/2018	QUINN RENTAL SERVICES 07403101	9/24/18	1,644.09	5706-00	(1) Loader Rental 9/17-9/18/18
111884	10/11/2018	ROYAL INDUSTRIAL SOLUTIONS 8870-557385	10/3/18	281.12	5410-00	Misc. Fittings
		8870-556809	9/28/18	147.28	5435-00	(2) Fuses

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111889	10/11/2018	US BANK				
		9/24/18	9/24/18	32.76	5706-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
		9/24/18	9/24/18	108.47	5420-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
111892	10/19/2018	AIRGAS SPECIALTY PRODUCTS				
		131561867	9/20/18	289.74	5330-00	Ammonium Hydroxide Solution - Tesoro
		131561868	9/20/18	620.21	5330-00	Ammonium Hydroxide Solution - Castaic
111894	10/19/2018	AQUA-FLO SUPPLY				
		SI1275983	10/2/18	66.34	5455-00	(1) Valve Box
		SI1276084	10/4/18	33.86	5325-00	(2) Ball Valve, (4) Male Adapter, (5) Elbow
		SI1276095	10/4/18	195.35	5325-00	(2) Pressure Regulators
111896	10/19/2018	AV EQUIPMENT RENTALS INC				
		204736	10/3/18	252.67	5755-00	(2) Chain, (3) Brooms
		205152	10/12/18	2,216.53	5706-00	(1) Jackhammer, (1) Fitting, (2) Hose, (1) Pump, (1) Cutter
111903	10/19/2018	FAMCON PIPE AND SUPPLY INC				
		211206	9/17/18	1,774.94	5555-00	(1000) Washers
111910	10/19/2018	GRAINGER INC				
		9915806955	9/25/18	134.73	5755-00	(8) Metal Lamp
		9913806270	9/24/18	301.30	5706-00	(12) Drill Bit, (4) Drill Bit Set
		9912593150	9/21/18	78.14	5755-00	(4) pks. AA Batteries
		9911784842	9/20/18	602.54	5706-00	(2) Copper Pipe Cutter
111912	10/19/2018	HACH COMPANY				
		11151767	9/25/18	2,398.98	5330-00	Water Quality Supplies
111914	10/19/2018	HOME DEPOT CREDIT SERVICES				
		9/27/18	9/27/18	182.24	5706-00	Tools & Supplies 9/18
		9/27/18	9/27/18	52.22	5755-00	Tools & Supplies 9/18
		9/27/18	9/27/18	371.04	5415-00	Tools & Supplies 9/18
111917	10/19/2018	NEWHALL TRUE VALUE				
		1810-178447	10/1/18	16.41	5706-00	(1) Bar Clamp
111921	10/19/2018	PRAXAIR DISTRIBUTION INC.				
		85200298	9/21/18	48.05	5706-00	Cylinder Rental 9/18
111925	10/19/2018	RYAN HERCO PRODUCTS CORP				
		9039746	9/20/18	290.70	5375-00	(500) ft. Tubing
111927	10/19/2018	SHILPARK PAINT				
		13965	9/24/18	55.79	5275-00	Paint Supplies
111929	10/19/2018	STEP SAVER INC				
		344667	10/16/18	101.58	5330-00	(695) lbs. Certified Coarse Salt - Stetson Ranch
		344668	10/16/18	278.89	5330-00	(1895) lbs. Certified Coarse Salt - Castaic
		344669	10/16/18	440.16	5330-00	(3275) lbs. Certified Coarse Salt - Newhall
111943	10/24/2018	GRAINGER INC				
		9917281207	9/26/18	203.68	5325-00	(6) Coupler Body
		9917196900	9/26/18	166.75	5425-00	(12) Coupler Nipple
		9916443311	9/26/18	153.63	5325-00	(10) Pipe Cement, (10) Primer
111949	10/24/2018	LESLIE'S POOL SUPPLIES INC				
		59-001-14107	10/2/18	192.92	5330-00	(3) Acid, (2) Soda Ash
111950	10/24/2018	LORD & SONS				
		P-138878	10/1/18	73.09	5706-00	(200) Bolts
		P-138788	10/1/18	12.24	5706-00	(10) Tapping Anchor
		01-508592	9/27/18	656.34	5455-00	(24) 8oz PVC Cement, (24) 8oz Primer, (36) 8oz Hot Glue
		01-508590	9/27/18	16.53	5755-00	(300) Nuts
111957	10/24/2018	SNAP-ON TOOLS				
		09191854484	9/19/18	735.73	5706-00	(1) Impact Kit, (1) Battery Pack

Santa Clarita Valley Water Agency
Newhall Division

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
111963	10/31/2018	AIRGAS SPECIALTY PRODUCTS 131564496	10/4/18	1,055.36	5330-00	Ammonium Hydroxide Solution - Newhall
111965	10/31/2018	AV EQUIPMENT RENTALS INC 205376 205394	10/17/18 10/17/18	7.88 886.95	5175-00 (2) 5706-00 (2)	1 1/2" Washer 2" Subpump
111968	10/31/2018	CERTIFIED LABORATORIES 3277166	9/19/18	686.42	5755-00 (4)	dz. Aerosol
111969	10/31/2018	CHARLES P. CROWLEY COMPANY, INC. 25243	10/5/18	2,719.38	5325-00 (3)	Pressure Relief Valve, (3) Back Pressure Valve
111973	10/31/2018	CRESCENT PIPE TONGS, INC. 38383	9/30/18	2,118.00	5425-00 (1)	16" Pipe Tong
111977	10/31/2018	GRISWOLD INDUSTRIES 756390	10/10/18	1,687.92	5275-00	Cla-Val Inventory
111980	10/31/2018	LOWE'S 10/17/18	10/17/18	109.08	5706-00	Tools & Supplies 10/18 - 302-0177
111981	10/31/2018	MICHAEL DEVORE TRUCKING CO. 95344	10/8/18	999.58	5425-00 (25)	tons A-Base, (25) tons Fill Sand
111989	10/31/2018	SHILPARK PAINT 14149 14142	10/5/18 10/5/18	56.45 81.25	5225-00	Paint Supplies (1) Paint Brush, (1) Semi Gloss
OFFSUP	Office Supply Expense					
111829	10/3/2018	MCCALLA COMPANY 210295	9/10/18	482.91	7115-00	Office Supplies
111847	10/11/2018	AMERICAN EXPRESS 9/28/18 9/28/18	9/28/18 9/28/18	1,739.34 5,148.53	7115-00 7118-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18 Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
111887	10/11/2018	SCV WATER - VALENCIA WATER DIVISION 10376	9/30/18	45.60	7115-00	Expenses 9/18
111889	10/11/2018	US BANK 9/24/18	9/24/18	463.67	7115-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
111918	10/19/2018	OFFICE DEPOT BUSINESS CREDIT 9/27/18	9/27/18	57.36	7115-00	Office Supplies 9/18
111943	10/24/2018	GRAINGER INC 9920473015	10/1/18	45.15	7115-00 (1)	pk. Liquid Hand Soap
111955	10/24/2018	PACIFIC PRINTING CO. 62849	10/12/18	1,318.93	7115-00 (3500)	Window Envelopes
111958	10/24/2018	STAPLES CREDIT PLAN 10/9/18	10/9/18	575.57	7115-00	Office Supplies 9/18
111966	10/31/2018	CANON SOLUTIONS AMERICA INC 146063461	10/4/18	805.92	7115-00 (4)	Color Copier Toners
111987	10/31/2018	SCV LOCK & KEY SERVICE INC 22420	8/23/18	82.13	7115-00 (30)	Keys
OTHER	Other Expenses					
111885	10/11/2018	SANTA CLARITA COMMUNITY COLLEGE DISTRICT 20184	10/3/18	1,250.00	7120-00	2018 Green Up Sponsorship
111889	10/11/2018	US BANK 9/24/18	9/24/18	550.00	7120-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
PERCHL	Perchlorate					
111953	10/24/2018	NOSSAMAN LLP 486919	10/4/18	9,009.36	7150-00	Perchlorate Claim 9/18

Santa Clarita Valley Water Agency
Newhall Division

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
PROFOT		Professional Services - Other				
111860	10/11/2018	EQUATION TECHNOLOGIES INC. 52881	9/30/18	268.75	7163-00	Sage Technical Support 9/18
111954	10/24/2018	NYHART COMPANY 0143639	9/30/18	1,000.00	7152-00	GASB 68 Report 9/1-9/30/18
111970	10/31/2018	CINTAS CORP #684 9032516062	8/31/18	1,179.92	7160-00	(7) CPR/First Aid Training 8/29/18
PURWTR		Purchased Water				
111886	10/11/2018	SCV WATER 1800063	10/1/18	906.00	5315-00	Lab Fees 9/18
		100418C	10/4/18	130,046.35	5130-00	Fixed Water Charges 9/18
		100418B	10/4/18	14,392.19	5130-00	Purchased Water 9/18 - Saugus Well #1 & #2
		100418A	10/4/18	176,240.78	5130-00	Purchased Water 9/18
RENTLE		Rent/Lease Expense				
111869	10/11/2018	IRON MOUNTAIN RECORDS MANAGEMENT AGGR874	9/30/18	288.20	7191-00	Document Storage Rental - Vault 10/18
		AGGB537	9/30/18	239.78	7191-00	Document Storage Rental 10/18
111911	10/19/2018	GREATAMERICA FINANCIAL SVCS 23487328	10/5/18	152.21	7225-00	Mail Machine Lease 10/18
SAFETY		Safety Expense				
111835	10/3/2018	SCV LOCK & KEY SERVICE INC 40743	9/26/18	149.00	5735-00	Rekey (2) Locks
111889	10/11/2018	US BANK 9/24/18	9/24/18	154.24	5735-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
111943	10/24/2018	GRAINGER INC 9918296410	9/27/18	115.95	5735-00	(6) Personal Safety Horn
111959	10/24/2018	TRENCH SHORING CO., INC. 1153536-0001	9/28/18	712.25	5735-00	Shoring Rental 9/17-9/26/18
111962	10/24/2018	ZEE MEDICAL SERVICE 34-075482	10/8/18	150.29	5735-00	Medical & Safety Supplies 10/18
111988	10/31/2018	SCV QUALITY CARE INC 5371	9/30/18	68.00	5735-00	DMV Exam - DB
UNIFOR		Uniforms				
111813	10/3/2018	CINTAS CORP #684 684716253	9/19/18	900.62	5705-00	Uniform Rental W/E 9/19/18
		684710778	9/5/18	970.73	5705-00	Uniform Rental W/E 9/5/18
		684713538	9/12/18	905.03	5705-00	Uniform Rental W/E 9/12/18
		684718956	9/26/18	900.62	5705-00	Uniform Rental W/E 9/26/18
111939	10/24/2018	CINTAS CORP #684 684774421	10/10/18	900.62	5705-00	Uniform Rental W/E 10/10/18
		684721674	10/3/18	900.62	5705-00	Uniform Rental W/E 10/3/18
111970	10/31/2018	CINTAS CORP #684 684727118	10/17/18	951.47	5705-00	Uniform Rental W/E 10/17/18
UTILIT		Utilities				
111812	10/3/2018	BURRTEC WASTE INDUSTRIES INC 4493812	10/1/18	87.01	7215-00	Disposal Service 10/18
		4493812	10/1/18	87.01	5755-00	Disposal Service 10/18
111836	10/3/2018	SPECTRUM BUSINESS 0023634092118	9/21/18	1,456.63	7215-00	Phone & Internet Services 10/18
111841	10/3/2018	VERIZON WIRELESS 9814722985	9/16/18	195.13	7215-00	Wireless Network Cards 9/16-10/15/18

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Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
111849	10/11/2018	AT&T				
		9/23/18-3	9/23/18	287.80	7215-00	Backup Lines 661 254-1900 9/18
		9/23/18	9/23/18	432.51	7215-00	Operations Facility 661 254-1841 9/18
		9/23/18-1	9/23/18	238.92	7215-00	Elevator Emergency 661 254-4865 9/18
		9/23/18-2	9/23/18	115.56	7215-00	Backup Analog 661 753-9621 9/18
111895	10/19/2018	AROUND-THE-CLOCK CALL CENTER INC				
		181100314101	10/15/18	252.10	7215-00	Answering Service 9/18-10/15/18
111901	10/19/2018	DIRECTV				
		35219103848	10/8/18	24.99	7215-00	Satellite Services 10/7-11/6/18 - Lobby
		35215955443	10/8/18	82.99	7215-00	Satellite Services 10/7-11/6/18 -Office&Operations Facility
		35215955443	10/8/18	82.99	5755-00	Satellite Services 10/7-11/6/18 -Office&Operations Facility
111902	10/19/2018	EDISON CO				
		10/6/18	10/6/18	3,112.68	7215-00	A/C #3-047-9557-88 9/18
111928	10/19/2018	SPRINT				
		934727314-202	10/7/18	1,031.69	7215-00	Cell Phones 9/18
111932	10/19/2018	YP				
		10/1/18	10/1/18	21.00	7215-00	Directory Advertising 10/18
111974	10/31/2018	EDISON CO				
		10/20/18	10/20/18	36.22	5225-00	A/C #2-40-708-3856 10/18
		10/20/18	10/20/18	64,902.80	5230-00	A/C #2-40-708-3856 10/18
		10/18/18	10/18/18	13,075.08	5230-00	A/C #2-40-708-334 10/18
		10/18/18	10/18/18	213.91	5225-00	A/C #2-40-708-334 10/18
		10/18/18	10/18/18	900.74	5235-00	A/C #2-40-708-334 10/18
111991	10/31/2018	VERIZON WIRELESS				
		9816592391	10/16/18	290.13	7215-00	Wireless Network Cards 10/16-11/15/18
VEHICL		Vehicle Maintenance				
111831	10/3/2018	NAPA AUTO PARTS				
		008607	9/24/18	137.50	5775-20	(1) Battery - Unit #20
111833	10/3/2018	R&S AUTOMOTIVE				
		137495	9/21/18	1,900.48	5775-60	Change Oil & Filter, Smog Test - Unit #60
		137548	9/24/18	60.75	5775-61	Smog Test - Unit #61
		137511	9/21/18	60.75	5775-44	Smog Test - Unit #44
111834	10/3/2018	SCHWARTZ OIL CO., INC				
		126867	9/26/18	1,363.44	5715-00	(350) gal. Diesel Fuel
		126866	9/26/18	3,377.59	5715-00	(1000) gal. Unleaded Fuel
111847	10/11/2018	AMERICAN EXPRESS				
		9/28/18	9/28/18	7.00	5715-00	Office Supp, Meals, Tools, Key Fobs, IT Support 9/18
111865	10/11/2018	GRAND AMERICAN TIRE INC				
		269475	9/13/18	1,441.65	5775-76	(4) Tires - Unit #76
111872	10/11/2018	LYONS AUTO SPA & QUICK LUBE				
		8/30/18	9/18/18	169.96	5715-00	Truck Wash Service 8/18
111877	10/11/2018	OILSTOP INC				
		O-0011-133129	10/1/18	200.91	5775-63	Change Oil & Filter - Unit #63
111878	10/11/2018	ORANGE COAST PETROLEUM EQUIPMENT INC.				
		0234413-IN	9/14/18	397.12	5715-00	(2) Spin-On Filter
111880	10/11/2018	R&S AUTOMOTIVE				
		137532	9/27/18	189.00	5775-43	Smog Test - Unit #43
		137619	9/27/18	60.75	5775-63	Smog Test - Unit #63
111889	10/11/2018	US BANK				
		9/24/18	9/24/18	263.59	5715-00	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18
		9/24/18	9/24/18	60.00	5775-52	Office Supp, Meals, GFOA, Tools, Vehicle Supp, Car Wash 9/18

Santa Clarita Valley Water Agency
Newhall Division

Check No.	Ck Date	Vendor Name /	Inv Date	Amount	GL Account	Description
111896	10/19/2018	AV EQUIPMENT RENTALS INC 204735	10/3/18	24.73	5715-00 (7.5) gal. Propane	
111897	10/19/2018	CANYON RADIATOR AUTO REPAIR INC 3 6	10/4/18 10/4/18	76.94 1,176.20	5775-61 Change Oil & Filter - Unit #61 5775-74 Replace Alternator, Change Oil & Filter - Unit #74	
111909	10/19/2018	GRAND AMERICAN TIRE INC 271505	9/20/18	270.08	5775-76 (1) Tire - Unit #76	
111926	10/19/2018	SCHWARTZ OIL CO., INC 127107	10/10/18	3,325.34	5715-00 (1000) gal. Unleaded Fuel	
111935	10/24/2018	BANKCARD CENTER 267949	10/11/18	123.97	5715-00 (6) Glass Bowl	
111937	10/24/2018	BUSH & DAUGHTERS REPAIR SERVICE 1760 1759 1756 1757 1758 1755 1754	9/29/18 9/29/18 9/29/18 9/29/18 9/29/18 9/29/18 9/29/18	255.00 312.24 290.03 170.00 255.00 170.00 170.00	5775-78 Replace Safety Light Control - Unit #78 5775-10 Replace Battery - Unit #10 5775-27 Replace Brake Light Switch - Unit #27 5775-27 Repair Air Leak - Unit #27 5775-06 Replace Housing Filter - Unit #6 5775-27 90 Day BIT Inspection - Unit #27 5775-68 90 Day BIT Inspection - Unit #68	
111938	10/24/2018	CANYON RADIATOR AUTO REPAIR INC 3-1	10/19/18	51.30	5775-55 Smog Test - Unit #55	
111951	10/24/2018	LUBRICATION ENGINEERS INC IN366718 IN376333	6/7/18 9/27/18	164.78 1,221.54	5715-00 (1) cs. Monolec Ultra Engine Oil 5715-00 (4)cs Hvy Duty Chemical Supp,(4)cs Monolec Engine Oil	
111952	10/24/2018	LYONS AUTO SPA & QUICK LUBE 9/30/18	9/30/18	220.96	5715-00 Truck Wash Service 9/18	
111960	10/24/2018	WINZER CORPORATION 6220273	10/2/18	478.78	5715-00 (24) Wiper Blade, (24) Red Tail Lights	
111967	10/31/2018	CANYON RADIATOR AUTO REPAIR INC 9632 8964	10/23/18 10/29/18	2,952.17 2,057.35	5775-56 Change Oil & Filter - Unit #56 5775-56 Replace Radiator - Unit #56	
111976	10/31/2018	GRAND AMERICAN TIRE INC 273980	10/9/18	440.00	5775-51 (2) Tires - Unit #51	
111980	10/31/2018	LOWE'S 10/17/18	10/17/18	26.77	5715-00 Tools & Supplies 10/18 - 302-0177	
111982	10/31/2018	NAPA AUTO PARTS 011545	10/18/18	483.03	5715-00 (24) Anti-Freeze	
111984	10/31/2018	PAUL'S PAINT & HARDWARE 955978	10/8/18	19.46	5715-00 (40) Truck Key Tags	
111985	10/31/2018	PULLTARPS 211804-1	10/5/18	1,364.13	5775-27 (1) Pull Tarp, (2) Straight Tarp - Unit #27	
111986	10/31/2018	SCHWARTZ OIL CO., INC 127241	10/18/18	1,585.87	5715-00 (400) gal. Diesel Fuel	
		Payments:		<u>1,279,477.94</u>		

Santa Clarita Valley Water Agency
Newhall Division

Totals by AP Distribution Code

Dist. Code		Total Amou
CIP	Construction in Progress	175,821.59
CONDEP	Construction Meter Deposit Refunds	3,600.00
CUSREF	Customer Refunds	1,351.69
DIREMP	Director/Employee Expense	229,986.76
DUES	Dues/Memberships/Certification	4,782.77
INSUR	Insurance	134,827.23
INV	Inventory	195,827.48
LEGAL	Professional Services - Legal	96.00
MAINT	Maintenance and Services	27,437.43
MATSUP	Material and Supply Expense	37,374.85
OFFSUP	Office Supply Expense	10,765.11
OTHER	Other Expenses	1,800.00
PERCHL	Perchlorate	9,009.36
PROFOT	Professional Services - Other	2,448.67
PURWTR	Purchased Water	321,585.32
RENTLE	Rent/Lease Expense	680.19
SAFETY	Safety Expense	1,349.73
UNIFOR	Uniforms	6,429.71
UTILIT	Utilities	86,927.89
VEHICL	Vehicle Maintenance	27,376.16

Santa Clarita Valley Water Agency
Santa Clarita Water Division
Check Register Report
From: October 1, 2018 to October 31, 2018

Vendor Name	Transaction Description	Transaction Amount
A T & T	CUSTOMER SERVICE - OCTOBER SVC - ACCT# 335-451-0184 482 2	\$105.25
	OFFICE - SEPTEMBER SVC - ACCT# 661 260-1513 030 9	\$90.69
	OFFICE - OCTOBER SVC - ACCT# 020 749 6745 001	\$34.39
	OFFICE - OCTOBER SVC - ACCT# 661-286-4331 677 1	\$151.32
	ROUTER-TELEMETERING - OCTOBER SVC - ACCT# 831-000-2547 595	\$477.62
	SCADA - SEPTEMBER SVC - ACCT# 831-000-7549-638	\$638.72
	WAREHOUSE - OCTOBER SVC - ACCT# 020 749 6745 001	\$15.48
A T & T		\$1,513.47
A V EQUIPMENT RENTAL INC	BOOM RENTAL	\$320.00
A V EQUIPMENT RENTAL INC		\$320.00
AES WATER, INC.	S18715 - EARTH QUAKE VALVE RETROFIT (3 VL80 SEISMIC VALVE CONTROLLERS)	\$80,371.15
AES WATER, INC.		\$80,371.15
ALLAN AVENA	SEPTEMBER CREDIT REFUND - REF 26941 AVENIDA TERRAZA	\$41.62
ALLAN AVENA		\$41.62
ALTA FOOD CRAFT	OFFICE KITCHEN SUPPLIES	\$184.24
	WAREHOUSE KITCHEN SUPPLIES	\$165.12
ALTA FOOD CRAFT		\$349.36
AMAZON CAPITAL SERVICES	PLANTRONICS CS530 OFFICE WIRELESS HEADSET W/EXT. MICROPHONE - L. QUINTERO	\$719.80
	VARIDESK MONITOR ARMS - L. QUINTERO	\$273.76
AMAZON CAPITAL SERVICES		\$993.56
AMERICAN BUSINESS MACHINES	OFFICE BASE CHARGE - C5255 & C5045 - 10/1 TO 10/31	\$466.94
	C5255 & C5045 - 10/15 TO 11/14	\$466.94
	SEPTEMBER USAGE - 9/1 TO 9/30	\$259.05
	OCTOBER USAGE - OFFICE 9/18 TO 10/17	\$196.83
AMERICAN BUSINESS MACHINES		\$1,389.76
AMERICAN WATER WORKS, INC.	BLUE SPRING UNLOADER VALVE & PRESSURE SWITCH	\$380.29
AMERICAN WATER WORKS, INC.		\$380.29
AMERIPRIDE SERVICES, INC.	MAT 9-27	\$29.47
	SEPTEMBER MATS	\$117.88
	SEPTEMBER UNIFORMS	\$1,245.72
	UNIFORM 9-27	\$317.18
AMERIPRIDE SERVICES, INC.		\$1,710.25
AQUA METRIC SALES CO.	S18721 - AMR (3/4 SL IPEARL TR/PL, 2" OMNI T2 METERS)	\$69,317.78
	S18721 - AMR (1 1/2 OMNI T2, "2 OMNI T2, MXU 520 M SINGLE PORT METERS)	\$215,710.35
AQUA METRIC SALES CO.		\$285,028.13
AQUA-FLO SUPPLY	TOOLS	\$461.93
		\$461.93
ARC IMAGING RESOURCES	SEPTEMBER USAGE & CHARGE	\$391.08
ARC IMAGING RESOURCES		\$391.08
AROUND THE CLOCK	NOVEMBER SERVICE	\$887.52
	OCTOBER SERVICE	\$1,002.47
AROUND THE CLOCK		\$1,889.99
AUTOMATED WATER TREATMENT	CHLORINE TABLETS	\$6,404.00
AUTOMATED WATER TREATMENT		\$6,404.00
AUTONATION, INC.	ALIGNMENT #21	\$222.83
	CORRECT PRICE	(\$196.01)
	FILTER, ALIGN #16	\$621.86
	HOLDER #42	\$94.26
	OIL, FILTER #12	\$60.44
	OIL, FILTER #22	\$65.76
	OIL, FILTER #39	\$380.33
	OIL, FILTER #42	\$116.63
	SEAT COVER #29	\$147.00
	SEATCOVER #42	\$343.01
TERMINAL, BRAKES #18	\$1,069.21	
AUTONATION, INC.		\$2,925.32
BAY ALARM COMPANY	BURGLAR ALARM SERVICE - ENGINEER BUILDING 10/1/18 TO 1/1/19	\$195.00
	BURGLAR ALARM SERVICE - ENGINEER BUILDING 8/28/18 TO 10/1/18	\$73.39
BAY ALARM COMPANY		\$268.39
BEST BEST & KRIEGER LLP	S10808 - HONBY SOUTH CELL SITE	\$1,658.00
BEST BEST & KRIEGER LLP		\$1,658.00

Santa Clarita Valley Water Agency
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Vendor Name	Transaction Description	Transaction Amount
BRINK'S INC.	AUGUST - CREDIT FOR MISSED PICK UPS	(\$82.96)
	JULY - CREDIT FOR MISSED PICK UPS	(\$110.62)
	SEPTEMBER - CREDIT FOR MISSED PICK UPS AND RATE ADJUSTMENT	(\$82.96)
	OCTOBER - SERVICE	\$535.41
	S18907 - NWD - SEPTEMBER SERVICE	\$558.75
	S18907 - NWD - OCTOBER SERVICE	\$535.41
	S18907 - NWD - SEPTEMBER - CREDIT FOR MISSED PICK UPS AND RATE ADJUSTMENT	(\$164.34)
	SEPTEMBER - SERVICE	\$599.27
BRINK'S INC.		\$1,787.96
BURRTEC WASTE INDUSTRIES	OCTOBER - SERVICE	\$87.01
BURRTEC WASTE INDUSTRIES		\$87.01
BUSH AND DAUGHTERS	REPAIR LABOR - 310 E JOHN DEERE - ADD 2LBS. FREON TO AIR COND. & RPL VALVE	\$255.00
	REPAIR LEAK - S105 - GMC C6500 - YARD	\$340.00
	REPAIR LEAK - 310 E JOHN DEERE	\$1,700.00
	REPLACE SEAT - 310 E JOHN DEERE - REPLACE SEAT W/KM535 MECH. SUSPENSION	\$2,500.00
BUSH AND DAUGHTERS		\$4,795.00
CANNON	S17602 - PLUM CYN/SKYLINE RANCH PUMP STATION	\$5,022.50
	S17613 - PLUM CYN/SKYLINE RANCH PUMP STATION	\$5,022.50
CANNON		\$10,045.00
CAROL ANDERSON	SEPTEMBER CREDIT REFUND - REF 19414 FAIRWEATHER	(\$36.73)
CAROL ANDERSON		(\$36.73)
CARQUEST AUTO PARTS	LIFT SUPPORT	\$59.04
	OIL & CLEANER	\$80.25
	WINDOW CHANNEL	\$33.09
CARQUEST AUTO PARTS		\$172.38
CIVILTEC ENGINEERING INC.	S06812 - GENERAL ENGINEERING SUPPORT	\$888.75
	S16604 - VISTA CYN - RECYCLED WATER DESIGN	\$180.00
	S16611 - VISTA CYN - POTABLE WATER DESIGN	\$180.00
	S16623 - SKYLINE RANCH ZONE 16" PIPELINE DESIGN	\$2,002.50
	S18608 - 15918 WARMSPRINGS - FIRE FLOW REQUESTS	\$145.00
CIVILTEC ENGINEERING INC.		\$3,396.25
CLEAN RITE MOBILE DETAILING	S18906 - VWD - V82, V71, V72 & V65	\$100.00
	S18906 - VWD - V65	\$40.00
	S18906 - VWD - V70	\$40.00
	S18907 - NWD - N42, N44, N51, N53 & N55	\$140.00
	S18907 - NWD - N40	\$40.00
	SCWD VEHICLE WASHES - 9/28/18 to 10/8/18	\$500.00
	SCWD VEHICLE WASHES - 10/9/18 to 10/12/18	\$630.00
	SCWD VEHICLE WASHES - 10/23/18	\$125.00
CLEAN RITE MOBILE DETAILING		\$1,615.00
COASTLINE EQUIPMENT	WHEEL - 310E	\$222.99
COASTLINE EQUIPMENT		\$222.99
COMM ENTERPRISES	QTR FOREST FEES	\$42.75
	QTR REPEATER	\$990.00
COMM ENTERPRISES		\$1,032.75
CONNECTRONICS	RADIO CONTROLLER	\$807.63
	S17728 - SCADA RADIO UPGRADE	\$515.85
CONNECTRONICS		\$1,323.48

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Vendor Name	Transaction Description	Transaction Amount	
CORE & MAIN LP	1 1/2" DROP IN METER GASK	\$100.74	
	1" RUBBER METER GASKET	\$131.40	
	1" X 2" BRASS NIPPLE	\$64.60	
	1" X 4" BRASS NIPPLES	\$56.50	
	1" X CLOSE BRASS NIPPLE	\$13.09	
	10" STUD AND NUT KIT	\$226.01	
	2" 2-HOLE METER FLANGE	\$714.60	
	2" DROP IN METER GASKETS	\$167.54	
	2" FIP BRASS COUPLING	\$339.23	
	2" PRO PRESS COUPLING #78	\$193.95	
	2" PRO PRESS X M/A	\$357.87	
	2" X 3/4" BRASS BUSHING	\$149.01	
	2" X 6" FLEX COUPLING	\$237.18	
	3" STUD & NUT KIT #211766	\$25.40	
	3/4" BRASS BALL VALVE X M	\$632.47	
	3/4" BRASS PIPE PLUG	\$91.98	
	3/4" FIP X IPS, INSTATITE	\$483.11	
	3/4" PLASTIC METER GASKET	\$283.60	
	3/4" PLASTIC METER GASKET	\$162.06	
	3/4" RUBBER METER GASKETS	\$98.55	
	3/4" X 2 1/2" BRASS METER	\$147.96	
	3/4" X 3 1/2" BRASS NIPPL	\$100.52	
	3/4" X CLOSE BRASS NIPPLE	\$70.96	
	4" DIAPHRAM REPAIR KIT #9	\$695.18	
	4" STUD & NUT KIT #211766	\$37.68	
	5/8" X 3" BRASS METER BO	\$973.45	
	6" FLG GATE VALVES	\$919.98	
	6" STUD AND NUT KIT	\$108.62	
	6-8" BREAK-A-WAY BOLT	\$157.02	
	8" REPAIR KIT #9817901D C	\$560.64	
	8" STUD AND NUT KIT	\$365.29	
	8" X 2" BRONZE SADDLE	\$725.72	
	8" X 2" C900 SADDLE	\$797.73	
	B-12 #437 BOX	\$1,356.05	
	NIPPLE, SEAL	\$146.13	
	REPAIR PARTS #10	\$956.81	
	TAPE	\$253.34	
	VALVE BOX, LID	\$214.75	
	CORE & MAIN LP		\$13,116.72
	CORELECTRIC INC.	S16615 - GALLOWAY PRV WEST	\$3,177.59
		S16615 - GALLOWAY PRV EAST	\$3,232.92
	CORELECTRIC INC.		\$6,410.51
	CSI SERVICES, INC	S17716 - DEANE TANK - COATING INSPECTION SERVICES	\$1,900.00
	CSI SERVICES, INC		\$1,900.00
	DAN'S WELDING SERVICE	S18704 - WELL MAG METER (PLUM "3 CLAY VALVE ON DISCH OF WELL/METER SWAP-LOST CYN #2)	\$1,035.00
		S18704 - WEL MAG METER (8" METER SWAP AT LOST CYN 2A & SAND CYN WELL)	\$805.00
		S18704 - WELL MAG METER (8" SPOOL AT MITCHEL 5B & 8" NOZZLE AT SIERRA WELL)	\$690.00
		TRIM SOLE PLATE ON BOOSTER CAN WELD AT SC4	\$460.00
	DAN'S WELDING SERVICE		\$2,990.00
	DATAVO	OCTOBER - WAREHOUSE	\$55.20
DATAVO		\$55.20	
DICKINSON ENTERPRISE, INC.	BRAKES, FILTER #7	\$1,645.08	
	BRAKES, SHOCKS #15	\$1,738.08	
	CAMSHAFT #25	\$1,431.35	
	LUBE, OIL #6	\$109.28	
	OIL, FILTER #20	\$121.32	
	OIL, FILTER #5	\$192.48	
	OIL, FILTER #72	\$120.62	
	TIRES #20	\$656.41	
TIRES #6	\$825.75		
DICKINSON ENTERPRISE, INC.		\$6,840.37	
DITCH WITCH WEST	BYPASS - DITCHWITCH	\$304.79	
	PARTS - DITCHWITCH	\$850.02	
DITCH WITCH WEST		\$1,154.81	

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DONALD/PIPER SMITH	SEPTEMBER CREDIT REFUND - REF 20546 JAY CARROLL	\$72.58
DONALD/PIPER SMITH		\$72.58
EDUCATION & TRAINING SVCS, LLC	LEDERSHIP TRAINING - L. TERRANOVA, J. TOOMEY, T. DODD, B. PAYNE, A. PONTIUS, A. PARR, M. REYES, E. OOMS-GRAZIANO & J.MARTINEZ	\$4,092.00
	S18906 - MGMNT & SUPERV. LDR TRAINING - C. VILLEGAS, J. ANDERSON & L. TORRES	\$1,497.00
	S18907 - MGMNT & SUPERV. LDR TRAINING - R. GONZALEZ & D. RICHAN	\$998.00
	S18908 - MGMNT & SUPERV. LDR TRAINING - J. YIM, S. RAVE, R. OSORIO, A. AGUER & K. GRASS	\$2,545.00
EDUCATION & TRAINING SVCS, LLC		\$9,132.00
ELAINE BLANFORD	2018 JPIA FALL CONF. MILEAGE REIMBURSEMENT	\$144.97
ELAINE BLANFORD		\$144.97
EMCOR SERVICES MESA ENERGY	SVC AC-3 - ENGINEER SERVICE AT SUMMIT CIRCLE	\$887.50
EMCOR SERVICES MESA ENERGY		\$887.50
ENCOMPASS CONSULTANT GROUP, INC.	S17602 - PLUM CYN PUMP STATION REVIEW	\$1,927.50
	S17613 - PLUM CYN PUMP STATION REVIEW	\$1,927.50
ENCOMPASS CONSULTANT GROUP, INC.		\$3,855.00
EUROFINS EATON ANALYTICAL, INC.	UCMR4 - NORTH OAKS WELLS BLENDED PORT EFF & ENTRY POINT TO DIST. SYSTEM	\$1,000.00
	UCMR4 - NORTH OAKS WELLS BLENDED PORT EFF & ENTRY POINT TO DIST. SYSTEM	\$1,000.00
	UCMR4 - NORTH OAKS WELLS BLENDED PART & ENTRY POINT TO DIST. SYSTEM	\$2,200.00
EUROFINS EATON ANALYTICAL, INC.		\$4,200.00
FASTENAL COMPANY	SMALL TOOLS	\$208.85
	WASHERS, GLOVES	\$299.20
FASTENAL COMPANY		\$508.05
FEDAK & BROWN LLP	S17801 - 2017 SEPTEMBER AUDIT SERVICES	\$6,366.00
FEDAK & BROWN LLP		\$6,366.00
FEDEX	S16702 - PERMIT - RECYCLED WATER PIPELINE	\$24.04
FEDEX		\$24.04
FERGUSON WATERWORKS #1083	LF 3/4" X 1 1/2" METER COUPL	\$1,203.41
FERGUSON WATERWORKS #1083		\$1,203.41
FIREMASTER	SERVICE FIRE EXTINGUISHER	\$922.94
FIREMASTER		\$922.94
FUGRO USA LAND, INC.	S16618 - GOLDEN VALLEY RD WATERLINE EXTENSION	\$2,598.75
FUGRO USA LAND, INC.		\$2,598.75
GRAINGER	ARCH PUNCH	\$62.61
	PARTS FOR UNIT #10	\$282.45
	TUBING, CLEAR, 1/8 INCH INSIDE DIA, 50 FT.	\$20.70
GRAINGER		\$365.76
HACH COMPANY	TESTING SUPPLIES	\$227.35
HACH COMPANY		\$227.35
HOME DEPOT CREDIT SERVICES	ACID, LUBE, KEYS	\$113.60
	ADPT, RISER	\$94.79
	ADPT, UNION	\$40.32
	BLADE, TEE, RISER	\$13.16
	CABINET	\$108.41
	CHARGE	\$20.00
	FAN, DUCT, SWITCH	\$69.77
	FUEL LINE, SILICONE	\$200.87
	LADDER, TOOLS	\$196.99
	LINERS	\$34.93
	MOP, GLUE, TAPE	\$165.13
	PAINT, BRUSHES	\$58.51
	RETURN LINER	(\$13.08)
	S17728 - SCADA RADIO UPGRADE	\$173.05
	SCREWS, WOOD	\$13.38
	SMAL TOOLS	\$30.97
	SMALL TOOLS	\$286.20
	SPRAYER	\$36.73
	SPRAYER, BUSHING	\$28.44
	STRAPS	\$67.56
	TAPE, TIE DOWN	\$81.47
	VALVE, BUSHING	\$41.52
HOME DEPOT CREDIT SERVICES		\$1,862.72

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HYDREX PEST CONTROL	SEPTEMBER - SERVICE	\$54.00
	SEPTEMBER - WAREHOUSE SERVICE	\$74.00
HYDREX PEST CONTROL		\$128.00
INDUSTRIAL METAL SUPPLY	STEEL TUBE	\$472.93
INDUSTRIAL METAL SUPPLY		\$472.93
INFOSEND, INC.	SEPTEMBER BILLING	\$3,331.69
	SEPTEMBER E BILLING	\$485.44
	SEPTEMBER POSTAGE	\$10,454.21
INFOSEND, INC.		\$14,271.34
IRON MOUNTAIN	ENGR SERVICE	\$85.11
	OCTOBER STORAGE	\$1,030.49
	SEPTEMBER SHREDDING	\$66.53
IRON MOUNTAIN		\$1,182.13
J. P. ARMAN CO.	18910 CEDAR VALLEY WAY - CONCRETE PATCH	\$4,144.25
	SHANGRI LA & WINTERDALE - CONCRETE PATCH	\$8,136.00
	FLO LANE & CORNER OF RAINBOW GLEN - CONCRETE PATCH	\$1,224.00
J. P. ARMAN CO.		\$13,504.25
JOHN COOKE	SEPTEMBER CREDIT REFUND - REF 27900 HARDESTY	\$29.05
JOHN COOKE		\$29.05
KANOWSKY & ASSOCIATES	S09703 - PLACERITA CANYON PROPERTY	\$337.50
KANOWSKY & ASSOCIATES		\$337.50
KAREN LIBBY	SEPTEMBER CREDIT REFUND - REF 18337 OAKMONT #740	\$79.16
KAREN LIBBY		\$79.16
KIMBALL MIDWEST	PAINT AND SCREWS	\$481.98
	SAFETY GLASSES	\$86.46
KIMBALL MIDWEST		\$568.44
LEE'S MAINTENANCE SERVICE INC	AUGUST WAREHOUSE SERVICE	\$828.20
	SEPTEMBER OFFICE SERVICE	\$2,223.16
	SEPTEMBER WAREHOUSE SERVICE	\$828.20
LEE'S MAINTENANCE SERVICE INC		\$3,879.56
LOS ANGELES TIMES	TO 12/12/18	\$108.61
LOS ANGELES TIMES		\$108.61
MARGARET KING	SEPTEMBER CREDIT REFUND - REF 19324 FAIRWEATHER	\$145.20
MARGARET KING		\$145.20
MARI-CO MAIL SERVICE	SEPTEMBER SERVICE	\$300.00
MARI-CO MAIL SERVICE		\$300.00
MITCH UBERSTINE	SEPTEMBER CREDIT REFUND - REF 22408 OXFORD	\$493.46
MITCH UBERSTINE		\$493.46
NAPA AUTO & TRUCK PARTS	BATTERY	\$165.10
	BIG DADDY UNIT 19	\$54.70
	CIG LGT 310E	\$5.51
	CORE RETURN	(\$19.71)
	CREDIT SPANNER	(\$108.39)
	FLASHER	\$16.56
NAPA AUTO & TRUCK PARTS		\$113.77
NARISA PIPITHARUT	JPIA PDP TRAINING - MILEAGE & MEALS REIMBURSEMENT	\$279.55
NARISA PIPITHARUT		\$279.55
NEWHALL VALENCIA LOCK & KEY	KEY FUEL TANKS	\$32.30
NEWHALL VALENCIA LOCK & KEY		\$32.30
NOSSAMAN LLP	S98806 - PERCHLORATE CONTAMINATION CLAIM	\$9,009.36
NOSSAMAN LLP		\$9,009.36
OFFICE DEPOT, INC.	BULLETIN BOARD	\$547.49
	ENGINEER OFC SUPPLY	\$63.95
	ENGINEER OFFICE SUPPL	\$43.55
	KITCHEN SUPPLIES	\$32.13
	KITCHEN SUPPLIES	\$346.19
	OFFICE SUPPLIES	\$105.52
	OFFICE SUPPLIES	\$221.89
	OFFICE SUPPLY	\$95.35
	OFFICE SUPPLY	\$46.46
	OPS OFFICE SUPPLIES	\$497.87
	RACK AND FILE-OPS	\$621.93
	RETURN OFFICE SUPPLY	(\$20.68)
OFFICE DEPOT, INC.		\$2,601.65

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PACIFIC PRINTING COMPANY	LETTERHEAD & ENVELOPES FOR SUMMIT CIRCLE & PO BOX 903	\$2,970.84
	BUSINESS CARDS - J. MORENO	\$71.18
PACIFIC PRINTING COMPANY		\$3,042.02
PATRICIA MC CLURE	GIS LIST	\$150.00
	HYDRANT METER LIST	\$75.00
	NON AMR METER REPORT	\$225.00
	REPORT MONTHLY REVENUE	\$300.00
	S18908 - WATER RESOURCE	\$562.50
PATRICIA MC CLURE		\$1,312.50
PAYMENTUS GROUP INC.	AUGUST CREDIT CARD FEES	\$9,726.70
	SEPTEMBER CREDIT CARD FEES	\$10,606.50
PAYMENTUS GROUP INC.		\$20,333.20
PEST OPTIONS INC.	OCTOBER SERVICE	\$2,099.59
PEST OPTIONS INC.		\$2,099.59
PETRO LOCK, INC.	GASOLINE FOR TANKS	\$2,866.14
	SURCHARGE	\$10.95
PETRO LOCK, INC.		\$2,877.09
PETTY CASH	DINNER FOR CREW - J. TOOMEY	\$28.52
	UNDERGROUND SAFETY AWARENESS - MILEAGE REIMBURSEMENT - N.PIPITHARUT	\$19.73
	REFUND POSTAGE	(\$17.85)
	FINGERPRINTING REIMBURSEMENT - C. HUBBARD	\$21.00
	REPLENISH CHARGE BOX	\$90.00
PETTY CASH		\$141.40
PHYL-MAR ELECTRICAL SUPPLY	BOX & CONDUIT	\$378.56
	10 CONNECTORS	\$51.17
	S15714 - PVC & CONDUIT - PLACERITA BOOSTER SC-12	\$81.63
	S17728 - CONDUITS & CLAMPS - SCADA RADIO UPGRADE	\$1,694.03
PHYL-MAR ELECTRICAL SUPPLY		\$2,205.39
PRAXAIR DISTRIBUTION, INC	CARBON DIOXIDE	\$162.19
	GLOVES	\$67.41
PRAXAIR DISTRIBUTION, INC		\$229.60
PREMIERE GLOBAL SERVICES	TO 10/5/18	\$13.51
PREMIERE GLOBAL SERVICES		\$13.51
PUMP DESIGN & SUPPLY CO.	PUMP PARTS	\$3,744.32
	S18707 - GREGORY BOOSTER REDO	\$17,108.76
	S18707 - LIVE OAK BOOSTER	\$7,791.00
	S18707 - PUMP LINDA VISTA BOOSTER	\$15,629.35
	S18707 - SC-4 BOOSTER - NEW BOWLS DESIGN (1850GPM @161' TDH)	(\$17,995.16)
	S18707 - SC-4 BOOSTER REDO - NEW BOWLS DESIGN (1850GPM @161' TDH)	\$17,995.16
	S18707 - GREGORY BOOSTER	(\$17,108.76)
PUMP DESIGN & SUPPLY CO.		\$27,164.67
R & S AUTOMOTIVE	OIL & FILTER S3	\$91.65
R & S AUTOMOTIVE		\$91.65
RAYMOND CHAN	MEAL & MILEAGE	\$287.24
RAYMOND CHAN		\$287.24
RED WING SHOE STORE	S18906 - VWD SHOES FOR D. JIMENEZ	\$250.00
	SHOES - R. HUIISH, D. LOPEZ, J. MARSOLAIS & A. PONTIOUS	\$993.55
RED WING SHOE STORE		\$1,243.55
ROUTE 66 CLASSIC GRILL	LOSS & REPAIR	\$1,899.00
ROUTE 66 CLASSIC GRILL		\$1,899.00
ROYAL INDUSTRIAL SOLUTIONS	BOXES & RACK	\$502.88
	CABLE & HIM	\$298.18
	TIES & SLEEVES	\$246.17
ROYAL INDUSTRIAL SOLUTIONS		\$1,047.23
S & L SAFETY PRODUCTS	GLOVES & RAINSUITS	\$1,765.14
	SHOP RAGS	\$765.41
S & L SAFETY PRODUCTS		\$2,530.55
SAGE STAFFING	WK ENDED 10/14 - OFFICE ASSISTANT	\$1,145.16
	WK ENDED 10/7 - OFFICE ASSISTANT	\$1,399.64
	WK ENDED 9/23 - OFFICE ASSISTANT	\$1,399.64
	WK ENDED 9/30 - OFFICE ASSISTANT	\$1,129.26
SAGE STAFFING		\$5,073.70

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SAND BUILDING MATERIALS	S15714 - CEMENT - PLACERITA BOOSTER SC-12	\$181.93
SAND BUILDING MATERIALS		\$181.93
SANTA CLARITA COMMUNITY COLLEGE DST	S18804 - GREEN STEM SUMMIT 2018 SPONSORSHIP	\$1,250.00
SANTA CLARITA COMMUNITY COLLEGE DST		\$1,250.00
SCHOOL OUTFITTERS LLC	PICNIC TABLES	\$2,043.10
SCHOOL OUTFITTERS LLC		\$2,043.10
SCHWARTZ OIL CO	DIESEL	\$1,958.44
	DIESEL	\$2,101.72
	GASOLINE	\$2,104.94
	GASOLINE	\$2,192.91
SCHWARTZ OIL CO		\$8,358.01
SCOTT JACKSON	DISTRIBUTION CERTIFICATE RENEWAL	\$60.00
	TREATMENT CERTIFICATE RENEWAL	\$55.00
SCOTT JACKSON		\$115.00
SO. CALIFORNIA EDISON CO.	ACCT# 4652 - OCTOBER BILLING	\$5,140.57
	ACCT# 4652 - CREDIT, AUGUST & SEPTEMBER BILLING	\$77,961.90
	ACCT# 4652 - SEPTEMBER BILLING	\$38,168.04
	ACCT# 7457 - OCTOBER BILLING	\$11,491.64
	ACCT# 7457 - SEPTEMBER BILLING	\$129,148.86
	ACCT# 9065 - OCTOBER OFFICE BILLING	\$3,289.76
	ACCT# 9065 - OCTOBER WAREHOUSE BILLING	\$1,849.12
SO. CALIFORNIA EDISON CO.		\$267,049.89
SPARTA BUILDERS	REFUND HYDRANT METER	\$856.09
SPARTA BUILDERS		\$856.09
STAATS CONSTRUCTION INC.	S14602 C07 - KEYSTONE - MOVE 4 SERVICES	\$980.00
STAATS CONSTRUCTION INC.		\$980.00
STAPLES ADVANTAGE	ENGINEER OFFICE SUPPLIES	\$14.44
STAPLES ADVANTAGE		\$14.44
SUMMIT POINTE OWNERS ASSOCIATION	26511 SUMMIT CIRCLE	\$1,720.29
	26515 SUMMIT CIRCLE	\$1,433.15
	26521 SUMMIT CIRCLE	\$2,516.34
	26525 SUMMIT CIRCLE	\$2,643.88
SUMMIT POINTE OWNERS ASSOCIATION		\$8,313.66
SWRCB-DRINKING WATER OP CERT PROG	BURROUS D2	\$80.00
	MAHAR D3 APP	\$90.00
SWRCB-DRINKING WATER OP CERT PROG		\$170.00
THE SHERWIN WILLIAMS CO.	HYDRANT PAINT	\$130.59
THE SHERWIN WILLIAMS CO.		\$130.59
THE SIGNAL	S16618 - AD FOR BIDS - GOLDEN VALLEY SHERIFF STATION	\$268.00
THE SIGNAL		\$268.00
TOYOTA LIFT OF LOS ANGELES	FORKLIFT PM	\$118.76
	FORKLIFT SERVICE	\$621.13
TOYOTA LIFT OF LOS ANGELES		\$739.89
TPX COMMUNICATIONS	OCTOBER SERVICE - OFFICE- ACCT# 87050	\$777.64
TPX COMMUNICATIONS		\$777.64
TRI POINTE HOMES	REFUND HYDRANT METER	\$680.35
TRI POINTE HOMES		\$680.35
TROPICAL WEST DESIGNS	OCTOBER SERVICE	\$125.00
	SEPTEMBER SERVICE	\$125.00
TROPICAL WEST DESIGNS		\$250.00
U.S. HEALTHWORKS MEDICAL GRP	DOT TESTING MR	\$99.00
U.S. HEALTHWORKS MEDICAL GRP		\$99.00
UNDERGROUND SERVICE ALERT/SC	SEPTEMBER SERVICE	\$232.75
UNDERGROUND SERVICE ALERT/SC		\$232.75
VALENCIA PRINTERS	BUSINESS CARDS - R. BYE	\$54.75
	INVENTORY FORMS - WAREHOUSE	\$114.98
	S18906 - VWD - BUSINESS CARDS - J. ANDERSON & C. SAENZ	\$109.50
VALENCIA PRINTERS		\$279.23
VALENCIA WATER DIVISION-SCVWA	CUSTOMER SERVICE NEW HIRE LUNCH - C. HUBBARD	\$18.52
	BREAKFAST & LUNCH - COMPETENT TRAINING FOR TRENCHING & EVAC. - 8/28/18 - 8/30/18	\$353.34
	MOUSE FOR CUSTOMER SERVICE	\$41.14
	CUSTOMER SERVICES STRATEGIES REGISTRATION - D. BEARD & J. KOLESAR	\$43.98
	COMPETENT TRAINING FOR TRENCHING & EVACUATION - 8/28/18 - 8/30/18	\$4,200.00
VALENCIA WATER DIVISION-SCVWA		\$4,656.98

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VERIZON WIRELESS	OCTOBER SERVICE -10 LINES - ACCT# 642026612-00001	\$500.06
	OCTOBER SERVICE - 7 LINES - ACCT# 972378078-00002	\$124.74
	OCTOBER SERVICE - CELL PHONES - ACCT# 972378078-00001 (ADMINISTRATION)	\$240.00
	OCTOBER SERVICE - CELL PHONES - ACCT# 972378078-00001 (OTHER DEPARTMENTS)	\$2,250.84
	EQUIPMENT	\$2,314.62
VERIZON WIRELESS		\$5,430.26
WASTE MANAGEMENT-BLUE BARREL	SEPTEMBER SERVICE	\$981.99
WASTE MANAGEMENT-BLUE BARREL		\$981.99
WELLS FARGO	MEALS & SNACKS FOR EXECUTIVE STAFF MEETING - L. QUINTERO	\$235.42
	JPIA TRAINING - 9/26/18-9/27/18-HOTEL-E. BLANFORD, R. CHAN, N. PIPITHARUT & E. BLANFORD - DINNER	\$1,106.44
	JPIA TRAINING - HOTEL - L. QUINTERO - 9/25/18 - 9/27/18	\$335.84
	JPIA TRAINING - L. TERRANOVA & R. HITCHEN - HOTEL & MEALS	\$1,410.21
	WATER QUALITY LUNCH MEETING - R. BYE, J. ANDERSON, M. ALVORD & K. ABERCROMBIE	\$115.84
	JPIA TRAINING - MEALS & PARKING - L. QUINTERO, E. BLANFORD & N. OLIPHANT	\$176.60
	ASSOC. WATER AGENCIES OF VENTURA COUNTY TRAINING - K. ABERCROMBIE	\$47.66
	4 BOXES 8 1/2 X 11 OFFICE PAPER	\$127.02
	PAPER, TIMECLOCK	\$692.70
	REFUND OF OVER LIMIT FEE	(\$39.00)
	CA-NV SECTION, AWWA - RENEWAL FOR K. ABERCROMBIE	\$55.00
	S18906 - VWD JPIA TRAINING - HOTEL - J. MORENO - 9/26/18 - 9/27/18	\$335.84
	S18908 - REGIONAL ASSOC. OF WATER AGENCIES TRAINING - K. ABERCROMBIE, G. HAGGIN & R.PULIDO	\$193.34
	AMAZON - HEX BIT SOCKET - WAREHOUSE	\$10.56
WELLS FARGO		\$4,803.47
WELLS TAPPING SERVICE	S18906 - VWD - 6" HOT TAP (NIGHT JOB)	\$450.00
WELLS TAPPING SERVICE		\$450.00
WRIGHT'S SUPPLY INC.	REBUILD SIERRA WELL	\$4,213.37
WRIGHT'S SUPPLY INC.		\$4,213.37
XEROX CORPORATION	SEPTEMBER SERVICE	\$149.75
XEROX CORPORATION		\$149.75
XTREME TRANSPORT, INC.	BASE	\$353.58
	DELIVERY & DUMP FEE	\$1,300.00
XTREME TRANSPORT, INC.		\$1,653.58
ZEE MEDICAL	OFFICE - FIRST AID SUPPLY	\$75.34
ZEE MEDICAL		\$75.34
Summary		\$909,708.53

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ACC BUSINESS	Internet circuit 081118-091018	1,579.68
ACC BUSINESS Total		1,579.68
ACCO ENGINEERED SYSTEMS, INC	VWD Office, September Svc	463.00
ACCO ENGINEERED SYSTEMS, INC Total		463.00
AIRGAS USA, LLC	W9 Water Softening	1,152.74
	Well W-9 water softening	578.06
AIRGAS USA, LLC Total		1,730.80
ALLERCLEAN PEST CONTROL SERVICES	Pest Control/Monitor&Baiting	187.00
ALLERCLEAN PEST CONTROL SERVICES Total		187.00
AMERICAN BUSINESS MACHINES	Base charge 100818-110718	354.83
AMERICAN BUSINESS MACHINES Total		354.83
AQUA-FLO SUPPLY INC	Brass Nipples,Plug,Saw Blades	212.58
	1-1/2" SxS 40PVC	25.45
	1/2" Sch 80PVC pipe, nipple	77.02
	1/2" Witkins 600XL pressure	691.85
	2" Type L Hard Copper Pipe	334.55
	1" Spear PVC heavy Duty Valve	1,489.06
	3x2" Threaded Galvanized Bell	82.52
	Well S8 parts for repairs	102.09
	Maintenance parts	45.23
	2x24" PVC Nipples	31.02
	2x18" PVC Nipples	18.62
	1" Ball Valves	106.00
	1/2" Barbed Elbow	7.83
AQUA-FLO SUPPLY INC Total		3,223.82
ARC IMAGING RESOURCES-CALIFORNIA	6204CP Lease 091618-101618	111.69
ARC IMAGING RESOURCES-CALIFORNIA Total		111.69
AROUND THE CLOCK CALL CENTER	Answering Service	1,702.69
	Answering svc	798.87
AROUND THE CLOCK CALL CENTER Total		2,501.56
AT&T	long distance svc thru 100118	52.25
	Cust Svc, GenI 080418-090318	2,545.67
	N.East 09/07/18-10/06/18	482.43
	S.West 09/07/18-10/06/18	449.79
	Main, NW, NC 090718-100618	1,639.05
	S.Center Master 090718-100618	281.11
	Cust Svc, Gen'I 090418-100318	1,733.85
	Remote Access Line-Fiber Voice	258.03
	LAN modem 08/28/18-09/27/18	75.29
	N.East 10/07/18-11/06/18	482.43
	S.West 10/07/18-11/06/18	450.69
	Main, NW, NC 100718-110618	1,642.34
	S.Central Master 100718-110618	282.21
AT&T Total		10,375.14

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Vendor Name	Description	Total
BEST BUY BUSINESS ADVANTAGE	Video Camera Accessories	39.94
	Audio and video equipment	660.26
	Memomy & Acc for drone	62.66
	USB printer cables	89.76
	Ethernet switches	65.68
BEST BUY BUSINESS ADVANTAGE Total		918.30
BOOT BARN, INC.	RR work boots	250.00
BOOT BARN, INC. Total		250.00
BURRTEC WASTE INDUSTRIES, INC.	Trash Svc, September 2018	339.30
BURRTEC WASTE INDUSTRIES, INC. Total		339.30
CDW DIRECT, LLC	Ergonomic keyboard & mouse, EG	130.57
	Logitech track ball mouse, JO	41.14
	HP vesa mount plate, GH	58.58
CDW DIRECT, LLC Total		230.29
CHIQUITA CANYON LANDFILL	Commercial trash 2.45 tons	156.46
	Commercial trash	44.06
CHIQUITA CANYON LANDFILL Total		200.52
CINTAS CORPORATION #684	Mop,freshener,soap,blg mats	251.21
	Uniforms	3,319.41
	DS, Uniforms	55.56
	MR, Uniforms	54.09
	Mop,freshner,soap,bldg mats	562.86
	Uniform	630.65
	DS, Uniform	27.78
	MR, Unifrom	25.73
	Scrap towels	76.65
	Mop,freshners,soap,bldg mats	502.42
	Mop,freshner,soap,bld mats	251.21
CINTAS CORPORATION #684 Total		5,757.57
CINTAS FIRST AID & SAFETY LOC #168	Inspect,restock first aid cabn	859.05
	AED Lease, Sept mezzanine	108.41
	AED Lease, Sept	64.61
CINTAS FIRST AID & SAFETY LOC #168 Total		1,032.07
CLEAN TOUCH JANITORIAL, INC.	Janitorial svc, September	1,625.00
CLEAN TOUCH JANITORIAL, INC. Total		1,625.00
COLUMBUS US, INC.	GP Support Service	1,387.50
	GP Support svc, Sept	185.00
	GP Support, October	185.00
COLUMBUS US, INC. Total		1,757.50
CONNER, DARINE	DC, Mistake Free Grammar Semin	68.50
CONNER, DARINE Total		68.50

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Vendor Name	Description	Total
CORE & MAIN LP	Spears PVC Parts	66.53
	PVC tees	122.53
	5 Gal dechlorinate (24)	3,666.10
	Meter stops	1,537.55
	2 SCH80 PVC Pipe PE 20'	164.26
	Meteres, 3/4x7 BL06 Mtr	4,081.15
	Tools and Equipments	208.99
	Meters, B17 3/4X7-1/2 Hi Cap M	4,937.25
	Meter parts	789.74
	PVC Pipe PE 20'	191.08
	Spears parts	151.66
	5# Granular chlorine (114)	2,978.57
	B30D Reinforced Conc Lid Water	363.77
	5# Granular chlorine (144)	2,978.57
	2" Air release valve	2,672.93
	6x18 Galv Top Sec W/Lip	463.73
	Rubber meter washer	62.41
	2 SCH80 PVC Pipe PE 20"	131.40
	Air Vac canisters	3,766.80
	Battery replacwe and repair	118.63
CORE & MAIN LP Total		29,453.65
COUNTY OF LOS ANGELES DEPT OF PW	Elliot Ct permit, svc repair	995.00
	Chrism Ln permit, svc repair	995.00
	30124 Desert Rose, Insp permit	535.00
	24631 Rockefeller permit	460.00
COUNTY OF LOS ANGELES DEPT OF PW Total		2,985.00
DATALINK NETWORKS INC.	HPE BI460/DL60 Support Renewal	1,392.00
	Datta b/u & recovery svc, Oct	968.66
	Evault b/u & recovery, Oct	3,510.00
	I/T Support, October retainer	4,000.00
	I/T Support, September Overage	8,659.00
DATALINK NETWORKS INC. Total		18,529.66
DATAPROSE, LLC	Customer billing, September	12,127.73
DATAPROSE, LLC Total		12,127.73
DIRECTV, INC.	Service 101618-111518	106.23
	Service 09/16/18-10/15/18	101.98
DIRECTV, INC. Total		208.21
EBIX, INC.	Base fee September, CPI Adj	451.49
EBIX, INC. Total		451.49
EMPIRE CLEANING SUPPLY	Janitorial & blg paper supply	490.76
EMPIRE CLEANING SUPPLY Total		490.76
EUROFINS EATON ANALYTICAL INC	Well 201/ NPDES 09/06/18	859.00
EUROFINS EATON ANALYTICAL INC Total		859.00

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Vendor Name	Description	Total
FEDEX	FedEx Services, September	345.19
	FedEx svc thru 9/14/18	45.54
FEDEX Total		390.73
GAS COMPANY, THE	Service 08/15/18-09/14/18	375.54
	Service 09/14/18-10/17/18	419.20
GAS COMPANY, THE Total		794.74
GRAINGER	Full Face Resp, U-block Vest,	561.29
GRAINGER Total		561.29
HACH COMPANY	Water quality testing supplies	913.48
	NWD, WQ Testing supplies	542.37
	SCWD, WQ Testing supplies	1,398.75
HACH COMPANY Total		2,854.60
HOME DEPOT CREDIT SERVICES	Gen'l tools & equip for repair	946.94
	Vacuum Truck parts	34.55
	Well 10, regulator parts	73.34
HOME DEPOT CREDIT SERVICES Total		1,054.83
HUERTA, JOSE	JH, GIS CalPro Conference	861.16
	SharePoint Graphics,Annual Fee	39.99
HUERTA, JOSE Total		901.15
INDOOR PLANT PROFESSIONALS	Interior plant svc, Oct	105.00
INDOOR PLANT PROFESSIONALS Total		105.00
INNOVYZE, INC.	Hydraulic Model Software svcs	2,500.00
INNOVYZE, INC. Total		2,500.00
IRJ ENGINEERS, INC.	Well E-17 Engineering Services	300.00
IRJ ENGINEERS, INC. Total		300.00
IRON MOUNTAIN, INC.	Off Site Document Shreding Svc	270.00
	In-Site Document Shreding Svc	576.00
IRON MOUNTAIN, INC. Total		846.00
JENSEN DESIGN & SURVEY, INC.	COC Fire Flow Analysis	2,215.00
	MV Deminerization Fire Flow	-
	Industry Dr Fire Flow/Apr svc	1,320.00
	Rye Cyn Fire Flow Model	1,020.00
	Deminerization Fire Water Mode	-
	Hancock Pkwy Fire Flow,Memo	480.00
	Franklin Pkwy Fire Flow,Memo	480.00
	Bouquet Cyn Fire Flow, Memo	960.00
	Hancock Pkwy Fire Flow	757.50
	Magic Mtn Pky Phasing & Pipeline Design	7,880.00
	Mission Vlg Two 4MG Storage Tank	25,485.00
	Aidlin Hills Tr52796- Preliminary Eng	10,000.00
	Well E-17 Design	3,667.50
	Mission Vlg Booster Station Design	1,628.75
JENSEN DESIGN & SURVEY, INC. Total		55,893.75

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Vendor Name	Description	Total
LANDCARE	Landscape management, October	644.70
LANDCARE Total		644.70
MARICO MAIL SERVICE	Banking, inter-office svc Sep	675.00
MARICO MAIL SERVICE Total		675.00
MCMASTER-CARR COMPANY	Brass Garden Hose	16.93
MCMASTER-CARR COMPANY Total		16.93
NEWHALL WATER DIVISION	Office supplies	378.10
	WQ testing supplies	1,244.54
NEWHALL WATER DIVISION Total		1,622.64
NOSSAMAN LLP	Perchlorate Claim, August svc	12,158.92
	Perchlorate Claim, Sept Svc	9,009.36
NOSSAMAN LLP Total		21,168.28
PETERSON PRINTING	VWD Business Cards, JL & EG	91.23
	NWD Business Cards, DB	45.60
	Regional Business Cards, DR	45.60
	Self addressed envelopes	219.00
PETERSON PRINTING Total		401.43
REFUND CUSTOMER	Customer Refunds 091118	2,458.13
	Custome Refunds 091118	63.51
	Customer Refund 100218	1,892.08
	Customer Refund	79.98
	102318 Customer Refund	579.00
	Customer Refund 102918	3,552.26
REFUND CUSTOMER Total		8,624.96
RYAN PROCESS INC	50# Constant Chlor+ briquettes	8,554.14
	50# Constant Chlor+ briquettes	8,554.14
RYAN PROCESS INC Total		17,108.28
SANTA CLARITA CONCESSIONS	Coffee, creamer, cups	214.41
SANTA CLARITA CONCESSIONS Total		214.41
SANTA CLARITA VALLEY WATER AGENCY	Recycled water, September	44,150.36
	Variable Water, September	388,987.12
	Fixed water charge, September	468,260.07
	Well 201 Lab fee, September	1,940.00
	Lab Fee, September	1,932.00
	Water softening lab fee, Sep	80.00
SANTA CLARITA VALLEY WATER AGENCY Total		905,349.55
SHILPARK STUDIO PAINT	Paint for maintenance	39.37
SHILPARK STUDIO PAINT Total		39.37
SMALL DOG CREATIVE LLC	Project support, July 2018	187.50
	Project support svc, Aug 2018	187.50
SMALL DOG CREATIVE LLC Total		375.00
SOUTHERN CALIFORNIA EDISON CO	Purchased Power	241,729.00
	VWD Office 091218-101118	3,790.34
SOUTHERN CALIFORNIA EDISON CO Total		245,519.34

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Vendor Name	Description	Total
STAATS CONSTRUCTION INC.	Valencia Market Place, Repair	2,470.00
	Evergreen Ln,Backhoe&DumpTruck	2,564.00
	Via Dona Christa,1" Svc Repair	9,863.00
	Seurat Ln, 3/4" svc repair	4,471.00
	Seurat Lane, Paving	1,485.00
	Mall/Old Red Robin, Paving	2,114.00
	Elliot Court, Paving	3,076.00
	Via Dona Christa, Paving	3,553.00
	Skycrest Cir paving after rpr	2,467.00
	Ave Stanford-Potholing	3,680.00
	Asphalt to recycler, Sep 2018	636.00
	VWD trash to landfill, Sep2018	240.00
	Stevenson Rch&Houston,2"repair	5,373.00
STAATS CONSTRUCTION INC. Total		41,992.00
TPX COMMUNICATIONS, CO.	Internet circuit 100918-110818	1,243.94
	Internet circuit 090918-100818	1,109.84
TPX COMMUNICATIONS, CO. Total		2,353.78
TRAFFIC MANAGEMENT INC	30x30 Construction signs	182.87
	24x24 Construction signs	68.45
TRAFFIC MANAGEMENT INC Total		251.32
UNDERGROUND SERVICE ALERT	Tix charge, DB mtce fee	179.95
UNDERGROUND SERVICE ALERT Total		179.95
UNIQUE SERVICES	Storage tank EHS Improvements	6,803.00
	Recycled Water Storage Tank	988.00
	Stevenson Rch Water Tank Svcs	300.00
UNIQUE SERVICES Total		8,091.00
UNITED RECORDS MANAGEMENT, INC.	Filepath Cloud Svc, Sep 2018	282.00
	Scanning svc, September 2018	302.87
UNITED RECORDS MANAGEMENT, INC. Total		584.87
VALLEY COURIERS, INC	Exchange for W/Fargo, Sept	247.03
VALLEY COURIERS, INC Total		247.03
VERIZON WIRELESS	Service 09/16/18-10/15/18	236.00
	Services 09/16/18-10/15/18	5,809.15
VERIZON WIRELESS Total		6,045.15
WATERWISE CONSULTING, INC.	2018 Residential Water Surveys	8,697.50
WATERWISE CONSULTING, INC. Total		8,697.50
WELLS FARGO BANK, N.A.	Ergonomic Chairs	218.98
	EOC Comm , DNH Domain Hosting	488.22
	WesPay Membership dues/FAA reg	800.00
	CP Municipal Inf Sys Associati	27.94
WELLS FARGO BANK, N.A. Total		1,535.14

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Vendor Name	Description	Total
WILLSON, KATHLEEN	VWD, Cust Svc Week 2018	582.38
	SCWD, Cust Svc Week 2018	404.85
	NWD, Cust Svc Week 2018	393.85
	KW&JL, Harris Training Conf 18	1,002.48
	RM, Harris Training Conf 18	501.24
	KW New Hire Lunches	92.58
	KW mileage 082718-092718	77.61
	Customer Service Training	109.95
WILLSON, KATHLEEN Total		3,164.94
WORK BOOT WAREHOUSE	CS, Work boots	246.38
WORK BOOT WAREHOUSE Total		246.38
WRIGHT EXPRESS FINANCIAL SERVICES	Fuel purchases, Sep 18	5,659.70
WRIGHT EXPRESS FINANCIAL SERVICES Total		5,659.70
AMAZON CAPITAL SERVICES, INC.	Dry erase white boards	626.22
	Office supplies	161.92
	Mailroom-Paper trimmer/cutter	31.00
	Zoom Battery & Charger	90.60
	Ergonomic seat Cushion, CS	32.80
AMAZON CAPITAL SERVICES, INC. Total		942.54
AUTONATION FORD VALENCIA	Veh#71, A/C repair	460.77
AUTONATION FORD VALENCIA Total		460.77
A V EQUIPMENT RENTALS, INC	Tools & Vac for VWD Vehicles	1,763.10
A V EQUIPMENT RENTALS, INC Total		1,763.10
BEE SPECIALIST	Ave Rotella/Bees in meter box	150.00
	28250 Gateway Villg hive remov	250.00
BEE SPECIALIST Total		400.00
CAVANAUGH & ASSOCIATES, PA	Cavanaugh, 2017 AWWA Audit	2,250.00
	Regional,Cavanaugh 17 AWWA Aud	2,250.00
	SCWA,Cavanaugh 17 AWWA Audit	2,250.00
	NWD,Cavanaugh 17 AWWA Audit	2,250.00
CAVANAUGH & ASSOCIATES, PA Total		9,000.00
CHAVEZ, HUBER AVILA	Huber A Chavez, Bumper Repair	453.20
CHAVEZ, HUBER AVILA Total		453.20
CLARKE SALES	Backflow Prevention Assembly	452.24
	The Old Rd/2" backflow	904.47
	Magic Mnt/ Old Rad Backflow	904.47
CLARKE SALES Total		2,261.18
CONVERGEONE, INC.	Phone Support	70.00
CONVERGEONE, INC. Total		70.00
DAILY NEWS	Newspaper 26 weeks	271.70
DAILY NEWS Total		271.70
DEPARTMENT OF MOTOR VEHICLES	Pull Notice, August 2018	2.00
	Pull Notice, Sept 2018	28.00
DEPARTMENT OF MOTOR VEHICLES Total		30.00

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Vendor Name	Description	Total
DOMINGUEZ, MELISSA	MD/2018 JPIA Conference	872.69
DOMINGUEZ, MELISSA Total		872.69
EVOQUA WATER TECHNOLOGIES LLC	W201 Perchlorate Resin Chg-out	97,945.00
EVOQUA WATER TECHNOLOGIES LLC Total		97,945.00
FERGUSON WATERWORKS	5Gal Liq dechlor solution (48)	3,390.44
	5Gal dechlor solution (48)	6,780.88
	PVC supplies	875.28
	1/2x1/4 PVC Brush	168.96
	Rye Canyon, 6" Svc Repair	851.42
FERGUSON WATERWORKS Total		12,066.98
FOSTER CONSTRUCTION	old Road, 1" svc leak	375.00
	Sand Wedge Ln, 1" Svc repair	1,875.00
	Valencia Mall, 1" svc repair	375.00
	Stevenson Rch, 1" svc repair	375.00
	Elliot St, 1" Svc Repair	375.00
	Elliot Street, 1" svc repair c	375.00
	Via Donna Christa,1"Svc Repair	375.00
	Evergreen, 1" Svc Repair	300.00
	Magic Mnt/Valencia Svc Repair	300.00
	Ave Balita, Svc Repair	675.00
	Old Road, Svc Repair	575.00
FOSTER CONSTRUCTION Total		5,975.00
GOLDAK INC.	Via Dona Chrita/ Leak Survey	450.00
	Seural Ln, Service line leak	450.00
GOLDAK INC. Total		900.00
GOVERNMENT TAX SEMINARS, LLC	2018 Gov Tax Training, KG&CS	790.00
GOVERNMENT TAX SEMINARS, LLC Total		790.00
HARRIS AMERICAN	Office supplies	744.77
HARRIS AMERICAN Total		744.77
IE SAFETY SERVICES, LLC	VWD Safety training	385.00
	NWD Safety training	165.00
IE SAFETY SERVICES, LLC Total		550.00
KENNEDY/JENKS CONSULTANTS, INC.	V201 Treetment- Add'L DDW Permit	1,081.60
KENNEDY/JENKS CONSULTANTS, INC. Total		1,081.60
LOS ANGELES TIMES	Daily newspaper thru 12/09/18	60.00
LOS ANGELES TIMES Total		60.00
LOS ANGELES COUNTY FIRE DEPARTMENT	Hazardous Waste Program	1,615.00
LOS ANGELES COUNTY FIRE DEPARTMENT Total		1,615.00
LOS ANGELES COUNTY ASSESSOR	GIS- Parcel Data 2018-2019	75.56
LOS ANGELES COUNTY ASSESSOR Total		75.56
MORENO, JIM	JM, 2018 JPIA Fall Conference	220.24
MORENO, JIM Total		220.24

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Vendor Name	Description	Total
NORTHERN DIGITAL	SCVWA PLC Panel Design Modif	1,625.00
	SCVWA PLC Control Panels	2,770.07
	Well E-17- SCADA Control Panel	1,250.00
	2018 SCADA System Mtce Support	1,820.00
NORTHERN DIGITAL Total		7,465.07
OFFICE DEPOT	Ergonomic Chairs	297.40
OFFICE DEPOT Total		297.40
PEREZ, CRIS	CP Tuition reimbursement	2,216.19
PEREZ, CRIS Total		2,216.19
POLLARDWATER	Repair parts	1,005.22
POLLARDWATER Total		1,005.22
PRINTER REPAIR PROS	On site printer service repair	250.03
PRINTER REPAIR PROS Total		250.03
RED WING BUSINESS ADVANTAGE ACCOUNT	(FF) work safety boots	243.01
RED WING BUSINESS ADVANTAGE ACCOUNT Total		243.01
REPNET INC	7/8"x15" Decals for Mtce Work	1,201.26
REPNET INC Total		1,201.26
RICK FRANKLIN CONSTRUCTION	Valencia Market, Emergency Rep	39,925.00
	Rye Cyn Rd, Asphalt Repair	3,127.00
RICK FRANKLIN CONSTRUCTION Total		43,052.00
RISEN BREAD LLC	VWD, Safety Training	138.18
	NWD, Safety Training	59.22
RISEN BREAD LLC Total		197.40
ROYAL INDUSTRIAL SOLUTIONS	Fuses for the boosters	1,257.73
ROYAL INDUSTRIAL SOLUTIONS Total		1,257.73
RYAN HERCO PRODUCTS CORP	PVC/VIT 1" SXT Spears	889.52
RYAN HERCO PRODUCTS CORP Total		889.52
SANTA CLARITA COMMUNITY COLLEGE DISTRICT	Green STEM Summit 2018 sponsor	1,250.00
SANTA CLARITA COMMUNITY COLLEGE DISTRICT Total		1,250.00
SANTA CLARITA WATER DIVISION	Rotunda Rd valve chg/out 61218	407.00
	Golf Course well repair Jul 18	572.94
	Various Loc Svc Repair, Jul 18	2,336.83
	Employee Seminar- Excel 080918	356.00
	Via Novia, Valve maintenance	4,279.95
	Blakley, Service Repair	1,086.42
	Fuel Expense	78.86
	Conference registrations	2,340.00
	Water Education Seminar	20.00
	AutoDesk Conference 2018	85.00
	Eng & Admin labor, August	1,007.96
SANTA CLARITA WATER DIVISION Total		12,570.96
SCHWARTZ OIL COMPANY, INC	Red Dye Carb Diesel, Generator	120.45
SCHWARTZ OIL COMPANY, INC Total		120.45

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Vendor Name	Description	Total
SOLIVEN, CARMELITA	Weekly Office Meetings	170.39
	Ergonomic Chairs assembly	24.00
	Replacement hubcap veh#62	28.51
	Cash Register shortage	0.17
SOLIVEN, CARMELITA Total		223.07
SPATIAL WAVE, INC.	Field Mapplet 9 upgrade part 2	1,320.00
	Field Mapplet 9 task 2	660.00
SPATIAL WAVE, INC. Total		1,980.00
SWRCB-DWOCP	D2 certification req fee, JE	80.00
SWRCB-DWOCP Total		80.00
SYSTEMS & SOFTWARE, INC.	Harris Customer Conference, JL	900.00
SYSTEMS & SOFTWARE, INC. Total		900.00
TECHNOFLO SYSTEMS	8" meter test repair SN862806	1,822.03
	8" meter test, repair SN 97345	1,002.20
	Meter boxes	1,509.85
	6" Meter Repair	728.85
	10" Meter Repair	1,361.61
TECHNOFLO SYSTEMS Total		6,424.54
TOYOTA-LIFT OF LOS ANGELES, INC.	Clark TM22 Service Battery	120.81
TOYOTA-LIFT OF LOS ANGELES, INC. Total		120.81
TRANSACT TECHNOLOGIES INC	Cash register ribbons	186.16
TRANSACT TECHNOLOGIES INC Total		186.16
TYCO INTEGRATED SECURITY LLC	Service 11/01/18-01/31/19	2,764.65
TYCO INTEGRATED SECURITY LLC Total		2,764.65
UNITED RENTALS (NORTH AMERICA), INC	W9 softening	735.84
	Well W-9 water softening	735.84
UNITED RENTALS (NORTH AMERICA), INC Total		1,471.68
UNIVERSITY ENTERPRISES, INC.	RD/Water Sys Ops & Mtce	159.53
UNIVERSITY ENTERPRISES, INC. Total		159.53
VERTEX SURVEY, INC.	Well E17 surveying services	1,310.00
	Field Surveying- Tourney Plaza	1,000.00
VERTEX SURVEY, INC. Total		2,310.00
WM LAMP TRACKER INC	Recycling Lamp & Ligth Bulbs	89.00
WM LAMP TRACKER INC Total		89.00
Grand Total		1,672,097.82

Large Disbursement Check Registers

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SCVWA-Regional Division
Regional Division's Ten Largest Disbursements
Oct 1, 2018 to Oct 31, 2018

No.	Vendor Name	Check Number	Check Date	Account Title	Amount
	DEPARTMENT OF WATER RESOURCES	36673	10/05/2018	STATE WATER CONTRACT PYMT - CO.# 160213 OCT 2018	940,327.00
1	DEPARTMENT OF WATER RESOURCES				940,327.00
	DEPARTMENT OF WATER RESOURCES	36695	10/16/18	AUGUST DWR VARIABLE	916,334.00
2	DEPARTMENT OF WATER RESOURCES				916,334.00
	ACWA/JPIA	36804	10/25/2018	DUE FROM NCWD-SCVWA LIABILITY INS.	58,050.74
				DUE FROM SCWD-SCVWA LIABILITY INS.	108,780.71
				DUE FROM VWC-SCVWA LIABILITY INS.	71,248.55
				LIABILITY INSURANCE	212,087.00
3	ACWA/JPIA				450,167.00
	STAATS CONSTRUCTIONS, INC.	36918	10/30/18	MMPWY/OLD RD LEAK RPR	19,082.00
				MMPWY/OLD RD LEAK RPR	107,441.42
4	STAATS CONSTRUCTIONS, INC.				126,523.42
	SOLAR STAR CA. XXVIII,LLC/SUNPOWER	36889	10/25/2018	DUE FROM SCWD-SEPT.2018 SERVICE	49,242.05
				ELECTRICITY-OTHER-SEPT.2018 SERVICE	984.84
				ELECTRICITY-PUMPING-SEPT.2018 SERVICE	35,454.29
				ELECTRICITY-TRTMENT PLANT-SEPT.2018 SERVICE	8,863.57
				ELECTRICITY-WELLS-SEPT.2018 SERVICE	3,939.36
5	SOLAR STAR CA. XXVIII,LLC/SUNPOWER				98,484.11
	BEST BEST & KRIEGER LLP	3611	10/25/2018	WATERSHED INITIATIVE	38,949.36
				GENERAL LEGAL SEPT.	2,384.20
6	BEST BEST & KRIEGER LLP				41,333.56
	CANON SOLUTIONS AMERICA, INC.	36719	10/18/2018	CANON C75801 COPIER/ECOPY FOR COPIER	38,201.55
				C3325-CU 7/31-8/30	78.42
				TONER CARTRIDGE	589.12
7	CANON SOLUTIONS AMERICA, INC.				38,869.09
	WOODARD & CURRAN INC.	36800	10/18/2018	ON-CALL ENGINEERING AND/OR CONSTRUCTION MNGT. AND INSPECTION SERVICES	37,441.12
8	WOODARD & CURRAN INC.				37,441.12
	ACWA/JPIA	36701	10/18/2018	DENTAL INSURANCE-NOV 2018	20,958.29
				DUE FROM SCWD-RETIREE DENTAL	886.27
				DUE FROM VWC-EAP NOV	94.00
				EAP INS PAYABLE-NOV 2018	307.85
				LIFE INSURANCE PAYABLE-NOV 2018	4,253.00
				RETIREE MED/DENTAL INS-NOV 2018	2,327.40
				VISION INSURANCE PAYABLE-NOV 2018	3,342.11
9	ACWA/JPIA				32,168.92
	OLIN CORPORATION	36773	10/18/2018	CHEMICALS-SODIUM HYDROXIDE 25%-50% SOLUTION (CAUSTIC SODA)	28,438.68
10	OLIN CORPORATION				28,438.68
	ANCHOR CONSULTING LLC	36705	10/18/2018	LEGISLATIVE ADVOCATE SERV	27,000.00
	Summary				\$ 2,710,086.90
	Largest Ten Vendor Payments as compared to Total Monthly Check Register				84%
	Summary-All checks Issued During October 2018				\$ 3,220,877.31

SCV Water-Newhall Water Division
 Ten Largest Disbursements
 October 1, 2018 to October 31, 2018

Vendor Name	Check Number	Check Date	Description	Amount
SCV WATER	111886	10/11/2018	PURCHASED WATER 9/18	176,240.78
			PURCHASED WATER 9/18 - SAUGUS WELL #1 & #2	14,392.19
			FIXED WATER CHARGES 9/18	130,046.35
			LAB FEES 9/18	906.00
1 SCV WATER				321,585.32
SCV WATER	ACH	10/24/2018	SHARED PAYROLL AND SERVICES	90,946.37
2 SCV WATER				90,946.37
CORE & MAIN LP	111856	10/11/2018	(5) CLAMPS	951.23
			INVENTORY	89,080.63
3 CORE & MAIN LP				90,031.86
FAMCON PIPE AND SUPPLY INC	111903	10/19/2018	(1000) WASHERS	1,774.94
			(3) FLANGE SPOOLS	2,978.40
			(1) METER VALVE	1,390.65
			INVENTORY	75,369.40
			INVENTORY	2,113.35
4 FAMCON PIPE AND SUPPLY INC				83,626.74
EDISON CO.	111974	10/31/2018	A/C #2-40-708-3344 10/18	14,189.73
			A/C #2-40-708-3856 10/18	64,939.02
5 EDISON CO.				79,128.75
ACWA-JPIA/CB&T	111844	10/11/2018	HEALTH BENEFITS 11/18	58,814.25
6 ACWA-JPIA/CB&T				58,814.25
ROBERT HARRIS INSURANCE AGENCY INC	111924	10/19/2018	INSURANCE POLICY 10/10/18-10/10/19	43,665.91
			INSURANCE POLICY 10/10/18-10/10/19	14,202.91
7 ROBERT HARRIS INSURANCE AGENCY INC				57,868.82
FAMCON PIPE AND SUPPLY INC	111975	10/31/2018	INVENTORY 301-307F	47,010.54
8 FAMCON PIPE AND SUPPLY INC				47,010.54
WATER WELL SUPPLY INC	111843	10/03/2018	REPLACE (2) PUMPS & (1) MOTOR - NEWHALL BSTR #3	28,624.58
9 WATER WELL SUPPLY INC				28,624.58
PADILLA ELECTRIC BUILDERS INC	111919	10/19/2018	INSTALL (2) MAG STARTERS - NEWHALL BSTR #3	22,411.00
10 PADILLA ELECTRIC BUILDERS INC				22,411.00
Summary				880,048.23

Santa Clarita Valley Water Agency
Santa Clarita Water Division
Ten Largest Disbursements
October 1, 2018 to October 31, 2018

Vendor Name	Check Number	Check Date	Transaction Description	Transaction Amount
AQUA METRIC SALES CO.	91998	10/17/2018	S18721 - AMR (3/4 SL IPEARL TR/PL, 2" OMNI T2 METERS)	\$69,317.78
			S18721 - AMR (1 1/2 OMNI T2, "2 OMNI T2, MXU 520 M SINGLE PORT METERS)	\$215,710.35
1 AQUA METRIC SALES CO.				\$285,028.13
SO. CALIFORNIA EDISON CO.	92029	10/17/2018	ACCT# 4652 - OCTOBER BILLING	\$5,140.57
			ACCT# 4652 - SEPTEMBER BILLING	\$38,168.04
			ACCT# 7457 - OCTOBER BILLING	\$11,491.64
			ACCT# 7457 - SEPTEMBER BILLING	\$129,148.86
			ACCT# 9065 - OCTOBER OFFICE BILLING	\$3,289.76
			ACCT# 9065 - OCTOBER WAREHOUSE BILLING	\$1,849.12
2 SO. CALIFORNIA EDISON CO.				\$189,087.99
AES WATER, INC.	92035	10/23/2018	S18715 - EARTH QUAKE VALVE RETROFIT (3 VL80 SEISMIC VALVE CONTROLLERS)	\$80,371.15
3 AES WATER, INC.				\$80,371.15
SO. CALIFORNIA EDISON CO.	91956	10/03/2018	ACCT# 4652 - CREDIT, AUGUST & SEPTEMBER BILLING	\$77,961.90
4 SO. CALIFORNIA EDISON CO.				\$77,961.90
PUMP DESIGN & SUPPLY CO.	91952	10/03/2018	S18707 - GREGORY BOOSTER REDO	\$17,108.76
			S18707 - LIVE OAK BOOSTER	\$7,791.00
			S18707 - SC-4 BOOSTER REDO - NEW BOWLS DESIGN (1850GPM @161' TDH)	\$17,995.16
5 PUMP DESIGN & SUPPLY CO.				\$42,894.92
PUMP DESIGN & SUPPLY CO.	92035	10/23/2018	S18707 - PUMP LINDA VISTA BOOSTER	\$15,629.35
6 PUMP DESIGN & SUPPLY CO.				\$15,629.35
INFOSEND, INC.	91979	10/10/2018	SEPTEMBER BILLING	\$3,331.69
			SEPTEMBER E BILLING	\$485.44
			SEPTEMBER POSTAGE	\$10,454.21
7 INFOSEND, INC.				\$14,271.34
PAYMENTUS GROUP INC.	92020	10/17/2018	SEPTEMBER CREDIT CARD FEES	\$10,606.50
8 PAYMENTUS GROUP INC.				\$10,606.50
CANNON	92072	10/31/2018	S17602 - PLUM CYN/SKYLINE RANCH PUMP STATION	\$5,022.50
			S17613 - PLUM CYN/SKYLINE RANCH PUMP STATION	\$5,022.50
9 CANNON				\$10,045.00
PAYMENTUS GROUP INC.	91951	10/03/2018	AUGUST CREDIT CARD FEES	\$9,726.70
10 PAYMENTUS GROUP INC.				\$9,726.70
Summary - Largest Ten Payments Made During the Month				\$735,622.98
Largest Ten Vendor Payments as Compared to Total Monthly Check Register				81%
Summary - All Vendors Paid During the Month				\$909,708.53

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

	Vendor Name	Check #	Check Date	Description	Total
	SANTA CLARITA VALLEY WATER AGENCY	218820	10/8/2018	Variable Water, September	388,987.12
				Fixed water charge, September	468,260.07
				Well 201 Lab fee, September	1,940.00
				Lab Fee, September	1,932.00
				Water softening lab fee, Sep	80.00
1	SANTA CLARITA VALLEY WATER AGENCY				861,199.19
	SOUTHERN CALIFORNIA EDISON CO	218732	10/2/2018	Purchased Power	241,729.00
2	SOUTHERN CALIFORNIA EDISON CO				241,729.00
	EVOQUA WATER TECHNOLOGIES LLC	218843	10/15/2018	W201 Perchlorate Resin Chg-out	97,945.00
3	EVOQUA WATER TECHNOLOGIES LLC Total				97,945.00
	SANTA CLARITA VALLEY WATER AGENCY	218772	10/2/2018	Recycled water, September	44,150.36
4	SANTA CLARITA VALLEY WATER AGENCY				44,150.36
	RICK FRANKLIN CONSTRUCTION	218895	10/22/2018	Valencia Market, Emergency Rep	39,925.00
5	RICK FRANKLIN CONSTRUCTION				39,925.00
	STAATS CONSTRUCTION INC.	218855	10/15/2018	Evergreen Ln,Backhoe&DumpTruck	2,564.00
				Via Dona Christa,1" Svc Repair	4,905.00
				Seurat Ln, 3/4' svc repair	4,471.00
				Via Dona Christa,1" Svc Repair	4,958.00
				Seurat Lane, Paving	1,485.00
				Mall/Old Red Robin, Paving	2,114.00
				Elliot Court, Paving	3,076.00
				Via Dona Christa, Paving	3,553.00
6	STAATS CONSTRUCTION INC.				27,126.00
	JENSEN DESIGN & SURVEY, INC.	218806	10/8/2018	COC Fire Flow Analysis	2,215.00
				Industry Dr Fire Flow/Apr svc	1,320.00
				Rye Cyn Fire Flow Model	1,020.00
				Hancock Pkwy Fire Flow,Memo	480.00
				Franklin Pkwy Fire Flow,Memo	480.00
				Bouquet Cyn Fire Flow, Memo	960.00
				Hancock Pkwy Fire Flow	757.50
				Magic Mtn Pky Phasing & Pipeline Design	4,400.00
				Mission Vlg Two 4MG Storage Tank	11,765.00
7	JENSEN DESIGN & SURVEY, INC.				23,397.50
	JENSEN DESIGN & SURVEY, INC.	218915	10/29/2018	Mission Vlg Two 4MG Storage Tank	13,720.00
				Well E-17 Design	3,667.50
				Mission Vlg Booster Station Design	1,628.75
				Magic Mtn Pky Phasing & Pipeline Design	3,480.00
8	JENSEN DESIGN & SURVEY, INC.				22,496.25
	DATALINK NETWORKS INC.	218799	10/8/2018	Datta b/u & recovery svc, Oct	968.66
				Evault b/u & recovery, Oct	3,510.00
				I/T Support, October retainer	4,000.00
				I/T Support, September Overage	8,659.00
9	DATALINK NETWORKS INC.				17,137.66

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

Vendor Name	Check #	Check Date	Description	Total
CORE & MAIN LP	218878	10/22/2018	Spears PVC Parts	66.53
			PVC tees	122.53
			5 Gal dechlorinate (24)	1,833.05
			Meter stops	1,537.55
			2 SCH80 PVC Pipe PE 20'	164.26
			Meteres, 3/4x7 BL06 Mtr	4,081.15
			Tools and Equipments	208.99
			Meters, B17 3/4X7-1/2 Hi Cap M	4,937.25
			Meter parts	789.74
			PVC Pipe PE 20'	191.08
			Spears parts	151.66
			5# Granular chlorine (114)	2,978.57
10 CORE & MAIN LP				17,062.36
Grand Total				1,392,168.32
Total Monthly Check Register Payments				1,672,097.82
Top Ten Percentage Compared to Total Monthly Check Payments				83%

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Credit Card Registers

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Santa Clarita Valley Water Agency - Regional Division
Credit Card Charges
Paid in October 2018

Merchant Name	Description	Total
8870 ROYAL	Brady Labels, Tie Wraps - Truck# I58 Stock	210.50
	Contact, Overload Relay - Nitrogen Generator Compressor Repair	189.69
	Relay, Terminal Blocks, Din Rail for the Chemical Tank Valve Controller	108.99
	Wire Connectors, Contact Cleaner - Truck# I58 Stock	120.82
	Wires and nut driver	159.19
8870 ROYAL Total		789.19
ALBERTSONS 3301	Snacks for Committee Meetings	7.96
ALBERTSONS 3301 Total		7.96
AMAZON.COM	2 Brother P-Touch TZE-334 Label Tapes Blk/Gld - JB/HR	31.16
	Avery Removable Labels - HA/LAB	19.01
	Danby Compact Refrigerator - EC/MNGT	164.24
	Danby Compact Refrigerator - RP/ADM	164.24
	Portable Water Station	193.34
	Quartet Dry Erase Markers - EC/MNGT	13.02
	Quartet Porcelain Magnetic Whiteboard - EC/MNGT	531.71
	Swingline Desktop Hole Punch - SPLY Swingline SmarTouch Hole Punch - RP/ADM	40.76
AMAZON.COM Total		1,157.48
AMAZON.COM MT8QR93O2	Bostich Heavy Duty Classroom Pencil Sharpener - JM/EDUC	32.61
AMAZON.COM MT8QR93O2 Total		32.61
AMER SOC CIVIL ENGINEERS	Dirk Marks - 2019 American Association of Civil Engineers - Membership Dues	300.00
AMER SOC CIVIL ENGINEERS Total		300.00
AMZN MKTP US	Fujitsu ScanSnap iX500 Desk Scanner - ACCTG	459.89
	Mobile Laptop Stand Rolling Cart, Avery Mini Binder, Privacy Sign - EK/WR	52.74
	Portable Laptop Lap Desk - EK/WR	21.12
AMZN MKTP US Total		533.75
AMZN MKTP US MT0PJ7TC1	Medium Roast Blend Coffee	27.90
	Push Pin Magnets, White Board Magnetic Memo Note Clips - EC/MNGT	23.98
AMZN MKTP US MT0PJ7TC1 Total		51.88
AMZN MKTP US MT3QQ7XC1	LED Corn Cob Incandescent Bulb.	84.00
AMZN MKTP US MT3QQ7XC1 Total		84.00
AMZN MKTP US MT6O10JC1	Coffee Mate Liquid Creamer	52.08
AMZN MKTP US MT6O10JC1 Total		52.08
AMZN MKTP US MT6OL93A1 AM	2 Privacy Screen Filters for Widescreen Monitors - CF/WR	107.98
AMZN MKTP US MT6OL93A1 AM Total		107.98
AMZN MKTP US MT8K23PM1	2-Way High Temp CCV Actuator Assembly.	367.65
AMZN MKTP US MT8K23PM1 Total		367.65
AQUA-FLO SUPPLY INC #3	ESFP tracer study	131.92
	SCH80 PVC Fittings and Valves for CL17 Install	48.43
AQUA-FLO SUPPLY INC #3 Total		180.35
ASSOCIATION OF CALIFORNI	ACWA 2018 Fall Conference - Registration - 11/27-30/18 - San Diego - E. Campbell	699.00
	ACWA Region 8 Program - Registration - 10/4/18 - La Verne - Director Efstathiou	40.00
	R.Vasilopoulos ACWA Region 8 Program 10/4/18	40.00
ASSOCIATION OF CALIFORNI Total		779.00
AUTOMATIONDIRECT.COM	Control panel material for radio system	136.00
AUTOMATIONDIRECT.COM Total		136.00
AWWA.ORG	Reference Book for Lab.	241.00
AWWA.ORG Total		241.00
BOX BOX.NET BUS SRVCS	Additional user license purchase for Box.net	40.00
	Box.net hosted document sharing	75.00
BOX BOX.NET BUS SRVCS Total		115.00
CALIFORNIA SPECIAL DISTRI	CSDA 2018 Annual Conference - Registration - 9/24-27/18 - Indian Wells - Director Atkins	650.00
	Policy and Procedure Writing - CSDA 2018 Annual Conference - Registration - 9/24/18 - Indian Wells - Director Kelly	225.00
CALIFORNIA SPECIAL DISTRI Total		875.00
CALPERS CVENT	10/22-24/18 - CalPERS Educational Forum 2018 Registration - A. Mantis	399.00
	CalPERS Educational Forum 2018 - Registration Credit due to Cancellation - 10/22-24/18 - Indian Wells - A. Aguer	(349.00)
CALPERS CVENT Total		50.00
COSTCO WHSE #0447	Approved - WR kitchen supplies	50.46
COSTCO WHSE #0447 Total		50.46
DAPPER DANS CARWASH	Car wash	14.00
DAPPER DANS CARWASH Total		14.00
DMI DELL HLTHCR/PTR	5 Dell 24 in monitors	1,346.49
	Additional Dell docking station	205.30
	Dell 20 inch monitor	193.96
DMI DELL HLTHCR/PTR Total		1,745.75
EB 2018 SANTA CLARITA	State of the City Luncheon - Registration - 10/25/18 - E. Campbell	40.00
	State of the City Luncheon - Registration - 10/25/18 - Valencia - Director Kelly	40.00
EB 2018 SANTA CLARITA Total		80.00
EB SOUTHERN CALIFORNI	SCWC Annual Meeting and Dinner - Registration - 10/25/18 - Long Beach - Director Efstathiou	225.00
EB SOUTHERN CALIFORNI Total		225.00
EB THE WATER EDUCATIO	Water Education Foundations 35th Annual Water Summit - Registration - 9/20/18 - Sacramento - M. Stone	300.44
EB THE WATER EDUCATIO Total		300.44
FACEBK NX5GZHNJH2	Media Ad Buy Approved	208.81
FACEBK NX5GZHNJH2 Total		208.81
FASTENAL COMPANY01	Drill Bits, Cutting Oil, Connectors - Truck# I58 stock	107.51
FASTENAL COMPANY01 Total		107.51
GRAINGER	Overload Relay - Clarifier Auma Actuator Repair	63.87
GRAINGER Total		63.87
HYATT REGENCY VALENCIAF&	SCV Chamber Comm.- Heritage Gala Sponsorship	47.06
HYATT REGENCY VALENCIAF& Total		47.06
INTERSTATE ALL BATTERY	Coin Battery	4.60
INTERSTATE ALL BATTERY Total		4.60
JOINT POWERS INSURANCE AU	JPIA Professional Development Program Conference - Registration - 9/26-27/18 - Del Mar - N. Oliphant	190.00
JOINT POWERS INSURANCE AU Total		190.00
KEGWORKS	Portable Water Station	379.71
KEGWORKS Total		379.71

Santa Clarita Valley Water Agency - Regional Division
Credit Card Charges
Paid in October 2018

Merchant Name	Description	Total
LINE-X OF SANTA CLARITA	Truck-bed Storage Unit Installed, Shock Absorbers Installed and Window Tinting Installed.	1,814.66
LINE-X OF SANTA CLARITA Total		1,814.66
LOGMEIN GOTOMEETING	Open voice licenses for GoTo meetings	110.83
LOGMEIN GOTOMEETING Total		110.83
LOWES #01510	10-24x 1/2 Hardware, Bucket, Tool Pouch - Valve Vault 3 Lighting Repair	17.93
	Case of 8 foot lamps.	65.61
	Drinking fountain water supply replacement at Regional maintenance shop.	24.05
	Drywall mud, propane	50.92
	JB Weld Adhesive, 20 GFCI Receptacle - Tracer Study	31.05
	Masking Tape, Nitrile Gloves, Cleaner - Truck# 158 stock	44.48
	Mortar for wall stone repair.	4.76
	Photo cells, cover plate, GFCI outlet, wire nuts	106.16
	RVWTP - parts for re plumbing the combined back-up turbidimeter	23.39
	Work lights, power extension cords, and powers strips for tracer study.	416.95
LOWES #01510 Total		785.30
LYFT RIDE THU 8AM	Taxi (Lyft) - SWC OME Comm. Mtg Sacramento 9/6/18	20.48
LYFT RIDE THU 8AM Total		20.48
MCMMASTER-CARR	Stainless Steel Electrical Enclosures for the Chemical Tank Valve Controller	976.35
	Sump Level Alarm Horn - Module 1 Sump High Level Alarm	176.05
MCMMASTER-CARR Total		1,152.40
NATIONAL TANK	Above Ground Septic Holding Tank for Education Trailer.	1,225.63
NATIONAL TANK Total		1,225.63
NEWARK US 00000075	Control Relays - Auma Actuator Repair	65.19
NEWARK US 00000075 Total		65.19
OREILLY AUTO #3797	Automotive Battery - Forklift Battery Replacement	105.82
OREILLY AUTO #3797 Total		105.82
PARTY CITY 1517	9/11/18 All Employee Meeting Tablecloths.	101.47
PARTY CITY 1517 Total		101.47
PAYPAL ASSOCIATION	AWA/CCWUC Educational Luncheon Program - Registration - 9/26/18 - Camarillo - J. Yim	38.00
PAYPAL ASSOCIATION Total		38.00
PIHRA	10/11/18 - PIHRA Santa Clarita Meeting Registration - A. Mantis and J. Brison	78.00
PIHRA Total		78.00
PRAXAIR DIST INC 70163	Welding supplies for truck I-59	154.57
PRAXAIR DIST INC 70163 Total		154.57
RENAISSANCE HOTELS PAL	CSDA 2018 Annual Conference - Lodging - No Show Charge - Credit Coming - 9/24-27/18 - Indian Wells - Director Atkins	216.83
	CSDA Annual Conference - Lodging Deposit - 9/24-27/18 - Indian Wells - Director Kelly	193.98
RENAISSANCE HOTELS PAL Total		410.81
SANTA CLARITA BEARING COM	Belts for air handler.	55.63
SANTA CLARITA BEARING COM Total		55.63
SANTA CLARITA VALLEY CHAM	Approved - Chamber of Comm. Good Morning SCV Registration - Kathie Martin	20.00
	Meeting with Matt Carpenter Re: Watershed	100.00
SANTA CLARITA VALLEY CHAM Total		120.00
SMARTNFINAL48310204832	Coffemate Creamer - Boxed 2 Count	9.98
	P3 Snacks for 9/12/18 WRW Comm. Mtg and 9/13/18 POL Comm. Mtg	39.90
SMARTNFINAL48310204832 Total		49.88
SO PT HOTEL AND CASINO	WaterSmart Innovations 2018 Conference - Lodging Deposit - 10/2-5/18 - Las Vegas - C. Halushka	80.34
SO PT HOTEL AND CASINO Total		80.34
SOUTHWES 5261485890966	MWQI Annual Meeting - Airfare - 10/2-3/18 - Livermore - E. Velazquez	485.96
SOUTHWES 5261485890966 Total		485.96
SOUTHWES 5261488111538	WaterSmart Innovations 2018 Conference - Airfare - 10/2-5/18 - Las Vegas - C. Halushka	495.96
SOUTHWES 5261488111538 Total		495.96
SOUTHWES 5261489353589	Water Education Foundations 35th Annual Water Summit - Airfare - 9/20/18 - Sacramento - M. Stone	479.96
SOUTHWES 5261489353589 Total		479.96
SOUTHWES 5261490077872	SWC Fall Water Operations Workshop - Airfare - 11/28/18 - Sacramento - R. Vasilopoulos	479.96
	SWC Fall Water Operations Workshop - Airfare Credit for duplicate charge - 11/28/18 - Sacramento - R. Vasilopoulos	(479.96)
SOUTHWES 5261490077872 Total		0.00
SOUTHWES 5261490130909	SWC Fall Water Operations Workshop - Airfare - 11/28/18 - Sacramento - R. Vasilopoulos	479.96
SOUTHWES 5261490130909 Total		479.96
SOUTHWES 5261490501291	Audit Finance Committee Meeting - Airfare - 10/03/18 - Sacramento - M. Stone	479.96
SOUTHWES 5261490501291 Total		479.96
SOUTHWES 5261490502421	Audit Finance Committee Meeting - Airfare - 10/3/18 - Sacramento - E. Campbell	479.96
SOUTHWES 5261490502421 Total		479.96
SPUDNUTS BAKERY CROISSANT	9/8/18 Landscape Class Donuts	37.23
SPUDNUTS BAKERY CROISSANT Total		37.23
TARGET 00002576	Sodas for Board Meetings	12.70
TARGET 00002576 Total		12.70
THE HOME DEPOT #0653	Ballasts for Newhall warehouse.	164.05
	Small trawl for wall repair.	17.42
THE HOME DEPOT #0653 Total		181.47
THE HOME DEPOT #1055	1/4 inch fittings	56.14
	27 Gallon Tote	10.93
	Angle valves, supply lines	63.55
	LED Lamps, Cleaner, Totes - Valve Vault 3 Lighting Repair	69.36
	Push Brooms - Earl Schmitt Maintenance	61.25
	Truck# I-59 stock - batteries, asphalt primer	52.29
THE HOME DEPOT #1055 Total		313.52
THE HOME DEPOT 1055	Turbidity towels	85.50
THE HOME DEPOT 1055 Total		85.50
THE HOME DEPOT 653	Fridge for engineering plotter room.	217.91
THE HOME DEPOT 653 Total		217.91
THE UPS STORE #1482	Ship t-shirts to silk screen vendor	13.01
THE UPS STORE #1482 Total		13.01
UBER TRIP BF36L	SWCs Meeting - Taxi (Uber) - 9/12/18 - Sacramento - M. Stone	15.14
	SWCs Meeting - Taxi (Uber) Tip - 9/12/18 - Sacramento - M. Stone	2.00
UBER TRIP BF36L Total		17.14

Santa Clarita Valley Water Agency - Regional Division
Credit Card Charges
Paid in October 2018

Merchant Name	Description	Total
UBER TRIP N4KSS	SWCs Meeting - Taxi (Uber) - 9/12/18 - Sacramento - M. Stone	15.06
	SWCs Meeting - Taxi (Uber) Tip - 9/12/18 - Sacramento - M. Stone	2.00
UBER TRIP N4KSS Total		17.06
UBER TRIP PU6F5	Water Education Foundations 35th Annual Water Summit - Taxi (Uber) - 9/20/18 - Sacramento - M. Stone	26.91
	Water Education Foundations 35th Annual Water Summit - Taxi (Uber) Tip - 9/20/18 - Sacramento - M. Stone	3.00
UBER TRIP PU6F5 Total		29.91
UBER TRIP SCIPS	Water Education Foundations 35th Annual Water Summit - Taxi (Uber) - 9/20/18 - Sacramento - M. Stone	26.53
	Water Education Foundations 35th Annual Water Summit -Taxi (Uber) Tip - 9/20/18 - Sacramento - M. Stone	2.00
UBER TRIP SCIPS Total		28.53
UCLA EXTENSION CASHIER	CEQA Compliance Seminar, 11/15-16/18 m- Ernesto Velazquez	395.00
	Successful CEQA Compliance A Step by Step Approach - Registration - 11/15/18 - Los Angeles - R. Vasilopoulos	395.00
UCLA EXTENSION CASHIER Total		790.00
V.S.P. PARKING BURBANK	Parking at Burbank Airport - SWC OME Meeting 9/6/18 Sacramento	12.00
	Parking at Burbank Airport - Travel to Sacramento for Sites Reservoir Meeting	12.00
	SWCs Meeting - Airport Parking - 9/12/18 - Sacramento - M. Stone	12.00
	VSP Parking - Dirk Marks - Annual Membership Dues	45.00
	Water Education Foundations 35th Annual Water Summit - Airport Parking - 9/20/18 - Sacramento - M. Stone	12.00
V.S.P. PARKING BURBANK Total		93.00
VALLEY INDUSTRIAL ASSOCIA	VIA Monthly Luncheon - Registration - 9/18/18 - Director Atkins	50.00
	VIA Monthly Luncheon - Registration - 9/18/18 - Valencia - Director Gladbach	50.00
VALLEY INDUSTRIAL ASSOCIA Total		100.00
VONS #3325	9/6/18 Landscape Education class cookies/pastries	61.24
	Approved - WR staff bday cards	15.30
VONS #3325 Total		76.54
WAL-MART #5162	2 Apple Lighting to USB Cables, 4 Coffee Mate Coffee Creamers	58.01
	Coffee for Maintenance Kitchen	27.94
WAL-MART #5162 Total		85.95
WATERSMART INNOVATIONS	WaterSmart Innovations 2018 Conference - Registration - 10/2-5/18 - Las Vegas - C. Halushka	480.00
WATERSMART INNOVATIONS Total		480.00
WESTERN BAGEL TOO 4	9/8/18 Landscape Education Class bagels	50.40
WESTERN BAGEL TOO 4 Total		50.40
WWW.LORMAN.COM	Public Contracting Requirements and Competitive Bidding - Registration - 9/27 - Los Angeles - J. Yim	224.25
WWW.LORMAN.COM Total		224.25
Grand Total		21,403.03

Employee Meals

Merchant Name	Description	Total
ALBERTSONS 1360	9/24/2018 Team Building BBQ - Regional	168.46
ALBERTSONS 1360 Total		168.46
CALI PIZZA KITC INC #260	Lunch meeting, B.Johnson, C.Soliven - discuss VWD accounting matters	42.09
CALI PIZZA KITC INC #260 Total		42.09
CASA CANELA	Administration Support Staff Breakfast Meeting - A. Jacobs, R. Patterson, E. Dill, T. Bell, N. Oliphant, L. Quintero, E. Blanford, E. Kang, C. Fowler and M. Aragon	244.68
CASA CANELA Total		244.68
CHEESECAKE VALENCIA	Lunch management meeting - S.C, M.S	38.63
CHEESECAKE VALENCIA Total		38.63
CHI CHI PIZZA	Lunch meeting, B. Johnson, E. Campbell - Re: General Agency business matters	23.43
CHI CHI PIZZA Total		23.43
CORNER BAKERY 0208	Dept. Staff Meeting - Water Res.	128.30
CORNER BAKERY 0208 Total		128.30
DOORDASH PANERA BREAD	Lunch meeting Re: Sanitation District - K.H, S.C	25.49
DOORDASH PANERA BREAD Total		25.49
ISLAND REST 040	Monthly Staff Lunch - M. Stone and K. Martin re: Public Affairs	32.99
ISLAND REST 040 Total		32.99
MIMIS CAFE 36	Director Breakfast Meeting - M. Stone and Director McMillan re: Agency Issues	44.73
MIMIS CAFE 36 Total		44.73
PANERA BREAD #204228	Team Building Meeting, 9/13- Water Res.	198.06
PANERA BREAD #204228 Total		198.06
SALT CREEK GRILLE	Directors Monthly Lunch - M.Stone and Director Martin re: Agency Issues	51.14
	Introduction Lunch for E. Campbell with M. Stone, S. Cole, C. Perez, R. Patterson and B. Johnson	147.24
SALT CREEK GRILLE Total		198.38
WOLF CREEK RESTAURANT & B	B. Johnson, K. Grass - discuss VWD accounting matters	42.14
	Retirement lunch - B.J, M.A, S.C.	49.66
WOLF CREEK RESTAURANT & B Total		91.80
Subtotal		1,237.04
Grant Total		22,640.07

NWD Credit Card Register - American Express
For the month ending October 31, 2018

Merchant Name	Description	Total
Lake Tahoe Resort Hotel	Board Secretary Conference - E. Kang	369.28
Twilio, Inc	API Services	10.04
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	Spam Filter Subscription	495.00
WEB*Networksolutions	Web Hosting & Web Forwarding	29.95
Amazon.com	Service Charge	7.63
	Windshield Washer Tank Replacement	36.99
	Windshield Washer Pump Replacement	14.43
	Wireless Headsets for Cell Phones	182.94
	Laptop Cables for Meter Reading	47.28
	Office Supplies	21.90
	Cell Phone Accessories	51.96
	Vehicle Repair Diagnostic Supplies	18.98
Amazon.com Total		382.11
Subtotal American Express		4,384.37
Employee Meals- American Express		
Gyromania	Business lunch meeting - S. Cole & K. Helm	29.32
Mom Can Cook Thai Kitchen	Business lunch meeting Q1 Review - M. Alvord & A. Pontious	26.67
Iconic Eats	Business lunch meeting Q1 Review - M. Alvord & J. Jenkins	46.52
Subtotal		102.51
Grand Total American Express		4,486.88

NWD Credit Card Register - US Bank Visa
For the month ending October 31, 2018

Merchant Name	Description	Total
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	323.83
Von's	Office/Kitchen Supplies	68.64
Harbor Freight Tools	Tools- Bar Clamp	13.08
Sam's Club	Office Supplies	281.67
Subtotal US Bank Visa		737.12
Employee Meals- US Bank Visa		
Rattler's BBQ	Business lunch meeting - J. Jenkins, G. Hermosillo & A. Pontious	47.36
Subtotal		47.36
Grand Total US Bank Visa		784.48

SCWD Credit Card Register For the Month Ended October 31, 2018		
Merchant Name	Description	Total
Albertsons Total	Water Professionals Week - Valencia's Breakfast 10/25/18	\$13.98
Amazon	Office Supplies - Engineering	\$28.92
	Outdoor Thermometer - Warehouse	\$27.05
	iPhone Charging Cables - Warehouse	\$71.96
	Laptop Replacement Battery - Warehouse	\$21.95
	Hex Bit Sockets - Warehouse	\$152.30
	Engineering Supplies	\$24.98
	Engineering Supplies	\$16.58
Amazon Total		\$343.74
Best Buy	iPhone Cases for Maintenance - Warehouse	\$164.20
	iPhone Cases for Maintenance - Warehouse	\$492.59
Best Buy Total		\$656.79
Corner Bakery	Lunch for Management & Leadership Training - 10/29/18	\$416.90
	Water Professionals Week - Valencia's Breakfast - 10/25/18	\$449.78
Corner Bakery Total		\$866.68
Costco Total	Snacks for Management & Leadership Training - 10/29/18	\$47.36
Flame and Skewers	Lunch for Management & Leadership Training - 10/30/18	\$698.53
	Additional Meals for Management & Leadership Training - 10/29/18	\$42.67
	Refund for Extra Meals because delivery was late - 10/29/18	-\$42.67
Flame and Skewers Total		\$698.53
Treasure Island Hotel Las Vegas	Hotel room for AutoDesk University 2018 Conference 10/25/18 - R. Chan	\$538.43
	Hotel room for AutoDesk University 2018 Conference 10/25/18 - N. Pipitharut	\$538.43
	Hotel room for AutoDesk University 2018 Conference 10/25/18 - J. Moreno	\$538.43
	Hotel Room Reservation Deposit - Credit (Paid 8/18/18) - R. Chan	-\$85.00
	Hotel Room Reservation Deposit - Credit (Paid 8/18/18) - J. Moreno	-\$85.00
	Hotel Room Reservation Deposit - Credit (Paid 8/18/18) - N. Pipitharut	-\$85.00
Treasure Island Hotel Las Vegas Total		\$1,360.29
Maria Bonita Mexican Restaurant Total	Engineering lunch for Pump, Well Design, Operations, & Maint. - 10/15/18	\$72.24
Panera Bread	Executive Staff Meeting - 10/23/18	\$168.41
	Accidentally charged extra orange juice for Executive Staff Meeting - 10/23/18	-\$19.29
Panera Bread Total		\$149.12
Stonefire Grill Total	Lunch for Management & Leadership Training - 10/31/18	\$594.14
The Fix Total	Cell Phone Accessories	\$38.32
Varidesk Total	Varidesk - N. Pipitharut	\$706.29
Walmart Total	Executive Staff Meeting - 10/23/18	\$5.47
Employee Meals		
Island Restaurant	Lunch Meeting with B. Johnson & K. Abercrombie - Strategic Planning - 10/18/18	\$34.88
Subtotal		\$34.88
Grand Total		\$5,587.83

**Santa Clarita Valley Water Agency
Valencia Water Division
Credit Card Register
As of October 31, 2018**

Wells Fargo MasterCard

Merchant Name	Description	Total
HughesNet.com	EOC internet comm service fee, 09/25/18-10/25/18	488.22
Office Depot	Ergonomic office chairs	218.98
WesPay	WesPay Membership dues & services for customer service	800.00
Papa Dans	(Cris P) Meal for Municipal Information Systems Association conference 2018.	27.94
Grand Total - Wells Fargo MasterCard		1,535.14

Wire Disbursements

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Santa Clarita Valley Water Agency
All Divisions
Outgoing Wire Transfers / ACH's
From: October 1, 2018 to October 31, 2018

<u>Wire/ACH Recipient</u>	<u>Regional Division</u> <u>Description</u>	<u>Amount</u>
CalPERS	Medical Insurance - November	\$ 205,926.05
IRS/EDD	Taxes & Withholdings - 10/19 Pay date	153,821.35
IRS/EDD	Taxes & Withholdings - 10/5 Pay date	144,969.91
CalPERS	Retirement - 9/21 Pay date	90,449.02
CalPERS	Retirement - 10/5 Pay date	89,756.38
Lincoln	Deferred Comp - 10/19 Pay date	75,003.71
Lincoln	Deferred Comp - 10/5 Pay date	73,096.81
Wells Fargo	Sept 18 P-card charges; paid in Oct	22,640.07
Reliance	Long Term Disability Prem - Oct	6,387.62
CA State Disburse. Unit	Withholdings - 10/5 Pay date	702.71
CA State Disburse. Unit	Withholdings - 10/19 Pay date	702.71
CalPERS	GASB 68 (Pension Valuation) Fees	700.00
	Total	\$ 864,156.34

<u>Wire Recipient</u>	<u>Newhall Water Division</u> <u>Description</u>	<u>Amount</u>
UBS Financial Services	CD Purchase	400,000.00
CalPERS	Retirement 9/07/18 Pay date	26,489.61
CalPERS	Retirement 10/05/18 Pay date	26,099.83
CalPERS	Retirement 9/21/18 Pay date	15,478.09
M. Stambaugh	Mammoth Cell Lease	6,115.62
Transaction Warehouse	Web Payment Fee	3,463.60
Infosend, INC	Bill Preparation and Postage	3,180.40
Infosend, INC	Bill Preparation and Postage	2,803.91
	Total	\$ 483,631.06

<u>Wire Recipient</u>	<u>Santa Clarita Water Division</u> <u>Description</u>	<u>Amount</u>
SCVWA Regional	September Lab, Fixed and Saugus Water	\$ 665,583.16
SCVWA Regional	September Due From Reimbursement	615,212.44
SCVWA Regional	September Variable Water	498,849.70
	Total	\$ 1,779,645.30

<u>Wire Recipient</u>	<u>Valencia Water Division</u> <u>Description</u>	<u>Amount</u>
SCVWA Regional	Due to / from billing - September	\$ 766,105.40
	Total	\$ 766,105.40

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Director Stipends

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DIRECTORS STIPENDS PAID OCTOBER 2018
For the Month of October 2018

Director B. J. Atkins

Date	Meeting	Amount
10/15/18	Finance and Administration Committee Meeting	\$228.15
10/16/18	ACWA Regulatory Summit	\$0.00
10/16/18	Regular Board Meeting	\$228.15
10/18/18	Public Outreach and Legislation Committee Meeting	\$228.15
10/22/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$0.00
10/22/18	Special Finance and Administration Committee Meeting	\$228.15
10/24/18	So Cal Water Dialogue Meeting	\$228.15
10/25/18	Slate of the City Luncheon	\$228.15
10/25/18	SCWC Annual Dinner	\$0.00
	Stipend Total	\$1,368.90
	Total Paid Days	6
	Total Meetings	9

Director Ed Colley

Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/03/18	Special Engineering and Operations Committee Meeting	\$228.15
10/15/18	Finance and Administration Committee Meeting	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/16/18	Special DDWD Board Meeting	\$0.00
10/16/18	Special USC/JPA Meeting	\$0.00
10/22/18	Special Finance and Administration Committee Meeting	\$228.15
10/23/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
	Stipend Total	\$1,368.90
	Total Paid Days	6
	Total Meetings	8

Director William Cooper

Date	Meeting	Amount
10/01/18	Agenda Planning Committee Meeting	\$228.15
10/01/18	SCV GSA Board Meeting	\$0.00
10/02/18	Regular Board Meeting	\$228.15
10/03/18	Special Engineering and Operations Committee Meeting	\$228.15
10/04/18	ACWA Region 8 Weymouth Filtration Plant Tour	\$228.15
10/16/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$0.00
10/16/18	Regular Board Meeting	\$228.15
10/16/18	Special DDWD Board Meeting	\$0.00
10/16/18	Special USC/JPA Meeting	\$0.00
	Stipend Total	\$1,140.75
	Total Paid Days	5
	Total Meetings	9

Director Tom Campbell

Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/03/18	Special Engineering and Operations Committee Meeting	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/23/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
	Stipend Total	\$912.60
	Total Paid Days	4
	Total Meetings	4

Director Kathy Colley

Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/18/18	Public Outreach and Legislation Committee Meeting	\$228.15
10/23/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$0.00
	Stipend Total	\$684.45
	Total Paid Days	3
	Total Meetings	4

Director Robert DiPrimio

Date	Meeting	Amount
10/16/18	Regular Board Meeting	\$228.15
10/16/18	Special DDWD Board Meeting	\$0.00
10/22/18	Special Finance and Administration Committee Meeting	\$228.15
10/24/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
	Stipend Total	\$684.45
	Total Paid Days	3
	Total Meetings	4

Director Gary Martin

Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/03/18	Special Engineering and Operations Committee Meeting	\$228.15
10/04/18	ACWA Region 8 Weymouth Filtration Plant Tour	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/18/18	Public Outreach and Legislation Committee Meeting	\$228.15
10/22/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
10/25/18	State of the City Luncheon	\$228.15
10/25/18	SCWC Annual Dinner	\$0.00
	Stipend Total	\$1,825.20
	Total Paid Days	8
	Total Meetings	9

Director Dan Mortensen

Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/15/18	Finance and Administration Committee Meeting	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/22/18	Finance and Administration Committee Meeting	\$228.15
10/23/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
	Stipend Total	\$1,140.75
	Total Paid Days	5
	Total Meetings	5

TOTAL PAID DAYS	90
TOTAL MEETINGS	111
TOTAL STIPENDS	\$20,533.50

Director Jacque McMillan

Date	Meeting	Amount
10/04/18	ACWA Region 8 Weymouth Filtration Plant Tour	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/18/18	Public Outreach and Legislation Committee Meeting	\$228.15
10/23/18	CSDA Strategic Planning Workshop	\$228.15
10/24/18	So Cal Water Dialogue Meeting	\$228.15
10/25/18	State of the City Luncheon	\$228.15
10/26/18	SCWC Water Efficiency Legislative Briefing	\$228.15
10/29/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
10/30/18	CSDA Disaster Planning Workshop	\$228.15
	Stipend Total	\$2,053.35
	Total Paid Days	9
	Total Meetings	9

Director Lynne Plambeck

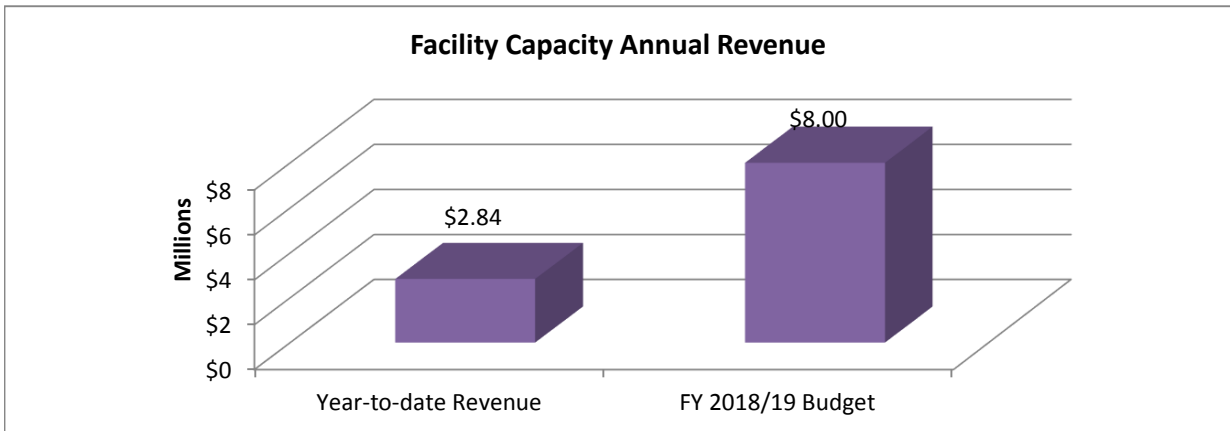
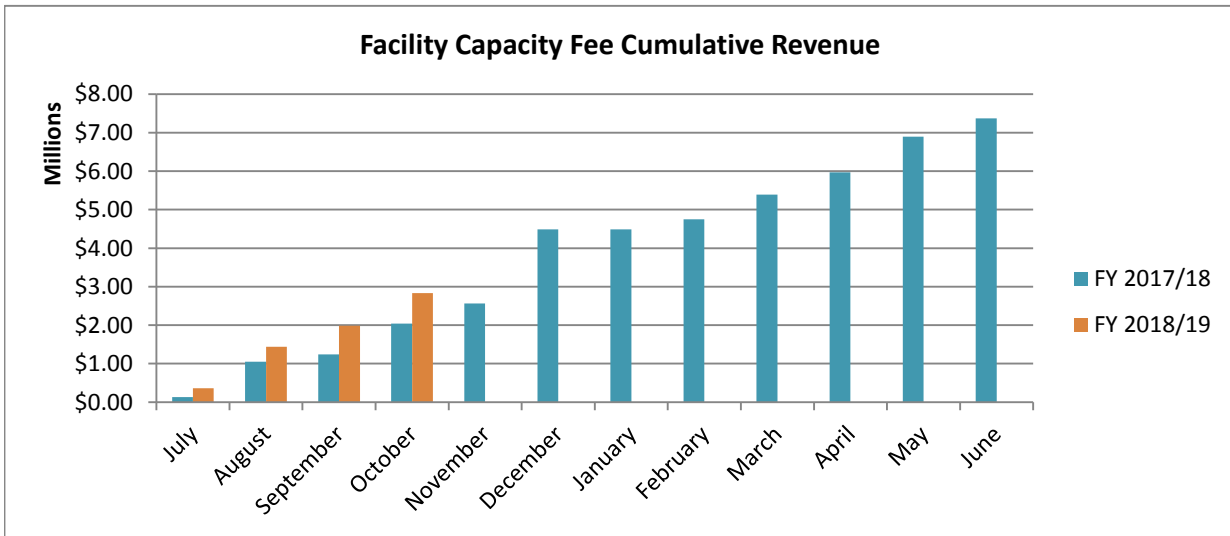
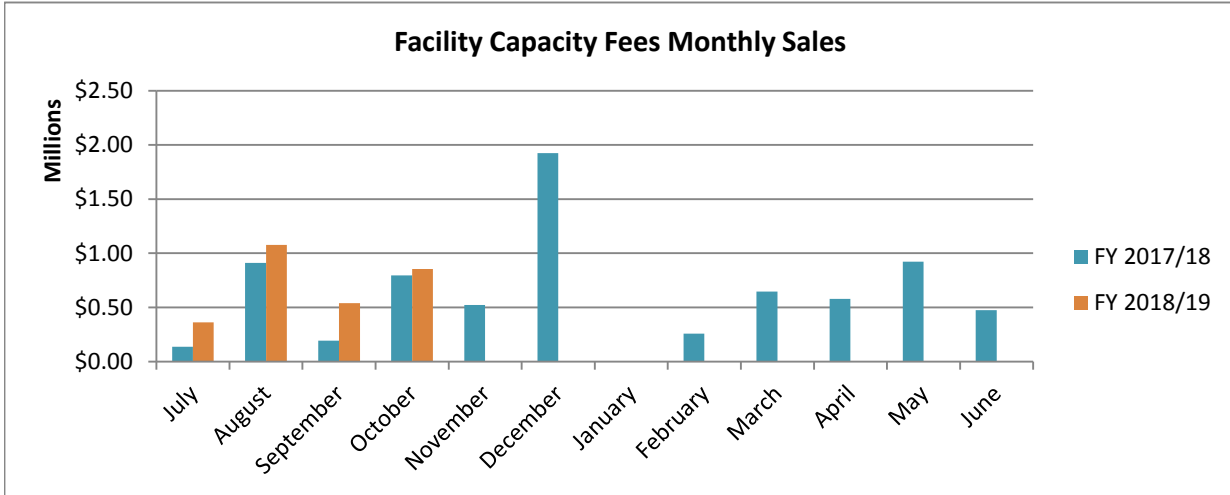
Date	Meeting	Amount
10/02/18	Regular Board Meeting	\$228.15
10/03/18	Special Engineering and Operations Committee Meeting	\$228.15
10/16/18	Regular Board Meeting	\$228.15
10/18/18	Public Outreach and Legislation Committee Meeting	\$228.15
10/24/18	So Cal Water Dialogue Meeting	\$228.15
10/29/18	Meeting with Ed Means Re: Strategic Planning Workshop	\$228.15
	Stipend Total	\$1,368.90
	Total Paid Days	6
	Total Meetings	6

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Facility Capacity Fee Revenues

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REGIONAL DIVISION FACILITY CAPACITY FEE REVENUES FY 2018/19 as of October 31, 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

Date	Bond Rate	Bond Rate including fees	Rate Decrease**
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: 10/31/18

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

17,473.71

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Employee Reimbursements

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CA Govt. Code Section 53065.5
List of Reimbursement for "Individual Charges" = \$100 or more

Updated as of: 10/31/18

Annual Disclosure for Fiscal Year 18/19

EMPLOYEES

Reimbursement	Date of	Recipient of	Reason for Reimbursement	Amount of
Reimbursement	Reimbursement	Reimbursement	Reimbursement	Reimbursement
	07/19/18	Aguer, Amy	M/C Charge - Cal Pers Educational Forum, 10/22-10/24/18 - Registration	349.00
	07/24/18	Aguer, Amy	M/C Charge - Purchase of Varidesk	213.53
	09/06/18	Aguer, Amy	M/C Charge- CalPERS Educational Form 2018, 10/22-24/18 - Registration (CREDIT)	(349.00)
	07/17/18	Akins, Shadae	AMA Time Management Seminar, 7/11-7/13/18 - Expense (Lodging & Meals)	353.14
	07/17/18	Akins, Shadae	AMA Time Management Seminar, 7/11-7/13/18 - Mileage	98.95
	06/14/18	Akins, Shadae	AMA Management Skills for New Supervisors Seminar, 7/10-7/13/18 - Registration	1,750.00
	08/30/18	Alexander, Chris	M/C Charge - Backflow Refresher Class, 11/8-9/18 -Registration	195.00
	07/24/18	An, Howard	M/C Charge - Backflow Refresher Class - Exam, 11/10/18 -Registration	180.00
	07/26/18	An, Howard	M/C Charge - CAVN Annual Fall Conference, 10/22-10/25/18 - Registration	520.00
	07/18/18	Bader, Shadi	M/C Charge - CAVN Annual Fall Conference, 10/22-10/25/18 - Expense (Lodging Deposit)	232.16
	10/25/18	Bradford,Robert	M/C Charge - Water Dist. System Operation and Maint. Online Course - Registration	159.53
	09/11/18	Campbell, Eric	Online Course, 10/15/18 - CA 12 CONTACT HOUR CE Package	100.00
	09/20/18	Campbell, Eric	M/C Charge - ACWA/JPIA Fall Conference, 11/27-30/18 Registration	699.00
	07/16/18	Campos, Dolores	M/C Charge - Audit Finance Committee Meeting,10/03/18 (Airfare)	479.96
	07/16/18	Campos, Dolores	ESRI International User Conference, 7/8-7/12/18 - Expense (Lodging & Meals)	1,968.86
	07/16/18	Campos, Dolores	ESRI International User Conference, 7/8-7/12/18 - Travel Expense (Parking)	175.00
	09/13/18	Chavon, Halushka	ESRI International User Conference, 7/8-7/12/18 - Mileage	173.32
	08/06/18	Cole, Steve	M/C Charge - Water Smart Innovations Conference, 2018 (Airfare)	495.96
	07/02/18	Denkinger, Karen	M/C Charge - ACWA/JPAI Training Conference, 11/27-30/18 - Registration	699.00
	08/13/18	Denkinger, Karen	M/C Charge - Leadership and Management Skills for Women, 9/5/18 - Registration	199.00
	10/18/18	Denkinger, Karen	M/C Charge - ACWA/JPIA Training, 09/26-27/18-Registration	190.00
	10/18/18	Denkinger, Karen	Leadership & Management Skills for Women,09/05/18 & 9/26/18-9/27/18 - (Lodging & Meals)	226.49
	07/24/18	Dill, Erika	Leadership & Management Skills for Women,09/05/18 & 9/26/18-9/27/18 (Miles & Parking)	162.60
	10/25/18	Dill, Erika	M/C Charge - 2018 ACWA JPIA Training Conference, 9/26/18 - Registration	190.00
	07/31/18	Doss, Evan	JPIA Pro Dev Program, Sep 26-27, 2018 - Expense (Lodging & Meals)	415.69
	08/06/18	Fleury, Sarah	JPIA Pro Dev Program, Sep 26-27, 2018 - Expense (Miles and Parking)	171.52
	08/06/18	Folsom, Brian	Grade 4 Dist. Certificate Renewal - Exp 7/1/18	105.00
	10/25/18	Folsom, Brian	M/C Charge-Grant Writing USA, 8/15-16/18 Registration	595.00
	07/02/18	Fowler, Cheryl	M/C Charge - ACWA/JPIA Training Conference, 11/27-30/18-Registration	699.00
	09/21/18	Fowler, Cheryl	ASCE Annual Dues, 10/15/18 -Membership Renewal (Membership Dues)	300.00
	07/10/18	Gibson, Lindsey	M/C Charge - Grant Writing USA Class 8/15/18 - Registration	595.00
	07/10/18	Gibson, Lindsey	Grant Management Training, 8/14-8/16/18 - Expense (Meals and Lodging)	499.13
	10/05/18	Gibson, Lindsey	Grant Management Training, 8/14-8/16/18 - Mileage	88.51
	09/13/18	Halushka, Chavon	M/C Charge - National Assoc. of Government Web Professionals, 9/11-9/14/18 - Registration	300.00
	10/25/15	Halushka, Chavon	M/C Charge - National Assoc. of Government Web Professionals, 9/11-9/14/18 - Registration	825.00
	08/08/18	Hancock, Jeanine	M/C Charge - National Assoc. of Government Web Professionals, 9/11-9/14/18 - Travel Expense (Airfare)	1,027.60
	08/08/18	Hare, Dirk	NAGW CONF EXP 9/10	597.20
	07/13/18	Hare, Dirk	NAGW CONF EXP, 9/10 - (Miles)	45.78
	08/08/18	Hensley, Ryan	M/C Charge - Water Smart Innovations Conference, 2018 (Airfare)	495.96
	08/23/18	Hensley, Ryan	Water Smart Innovations 2018 - 10/01/18-10/05/18 (Lodging)	326.46
			AWWA Water Use Efficiency Class, 7/16-7/18/18 - Expense (Lodging & Meals)	379.92
			AWWA Water Use Efficiency Class, 7/16-7/18/18 - Mileage	76.84
			M/C Charge - Team Building BBQ - 7/16	142.08
			Apparel Purchase (uniform reimbursement)	131.37
			Apparel Purchase (uniform reimbursement)	131.37

CA Govt. Code Section 53065.5
List of Reimbursement for "Individual Charges" = \$100 or more

Updated as of: 10/31/18

Annual Disclosure for Fiscal Year 18/19

EMPLOYEES

Reimbursement	Date of Reimbursement	Recipient of Reimbursement	Reason for Reimbursement	Amount of Reimbursement
	07/31/18	Hithe, Jessica	M/C Charge-ACWA/JPIA Training, 9/26-27/18-Registration	190.00
	10/05/18	Hithe, Jessica	Mileage 9/26-27/18	166.77
	10/05/18	Hithe, Jessica	JPIA TRVL EXP 9/26-27/18	20.00
	10/05/18	Hithe, Jessica	JPIA CONF EXP 9/26-27/18	344.86
	07/16/18	Jacobs, April	M/C Charge - Management Skills for New Supervisor Training, 7/10-7/13/18 - Expense (Lodging & Meals)	1,052.99
	07/16/18	Jacobs, April	M/C Charge - Management Skills for New Supervisor Training, 7/10-7/13/18 - Travel Expense (Parking)	63.00
	07/16/18	Jacobs, April	M/C Charge - Management Skills for New Supervisor Training, 7/10-7/13/18 - Mileage	201.92
	07/24/18	Jacobs, April	M/C Charge - Purchase of Vairdesk	213.53
	06/14/18	Jacobs, April	AMA Management Skills for New Supervisors Seminar, 7/10-7/13/18 - Registration (2 seminars)	3,500.00
	07/10/18	Johnson, Yvonne	M/C Charge - Payroll Practices and FLSA Compliance 7/19/18 - Registration	300.00
	07/19/18	Johnson, Yvonne	M/C Charge - Cal Pers Educational Forum, 10/22-10/24/18 - Registration	349.00
	10/25/18	Johnson, Yvonne	CalPERS Educational Forum, 2018 - 10/21/18 - 10/24/18 -(Lodging & Meals)	778.37
	10/25/18	Johnson, Yvonne	CalPERS Educational Forum, 2018 - 10/21/18 - 10/24/18 - (Miles & Parking)	180.96
	08/01/18	Joo, Jenny	M/C Charge- ACWA/JPIA Training , 9/26-27/18-Registration	190.00
	10/05/18	Joo, Jenny	Mileage 9/26-27/18	151.51
	10/05/18	Joo, Jenny	JPIA TRVL EXP 9/26-27/18	20.00
	10/05/18	Joo, Jenny	JPIA CONF EXP 9/26-27/18	426.21
	08/06/18	Koelewyn, Jeff	M/C Charge -ACWA/JPIA Training, 11/27-30/18-Registration	699.00
	06/14/18	Leserman, Jim	M/C Charge - Professional Engineer License Renewal Exp. 6/30	115.00
	07/05/18	Mantis, Ari	M/C Charge - PIHRA Membership Dues	125.00
	09/06/18	Mantis, Ari	M/C Charge - Cal Pers Educational Forum, 2018 - Registration	399.00
	09/13/18	Mantis, Ari	California HR 2018 Conference, 8/26-8/29/18 - Expense (Meals and Lodging)	584.48
	09/13/18	Mantis, Ari	California HR 2018 Conference, 8/26-8/29/18 - Travel Expense (Meals and Lodging)	42.00
	09/13/18	Mantis, Ari	California HR 2018 Conference, 8/26-8/29/18 - Mileage	66.92
	07/02/18	Marks, Dirk	M/C Charge - OME Committee Meeting, 7/12/18 - Travel Expense (Airfare)	479.96
	07/24/18	Marks, Dirk	M/C Charge - SWCs Monthly Meeting, 10/17-10/18/18 - Travel Expense (Airfare)	479.96
	08/06/18	Marks, Dirk	M/C Charge - ACWA/JPIA Training, 11/27-30/18-Registration	699.00
	08/09/18	Marks, Dirk	M/C Charge - Pre-Meeting and Meeting w/DWR, 08/16/18 Sacramento (Airfare)	479.96
	08/23/18	Marks, Dirk	M/C Charge - Sites Meeting, 8/30/18 Sacramento (Airfare)	379.96
	08/23/18	Marks, Dirk	M/C Charge - OME Committee Meeting, 09/06/18 -Travel Expense (Airfare)	479.96
	08/06/18	Martin, Kathie	M/C Charge - ACWA/JPIA Training, 11/27-30/18-Registration	699.00
	07/10/18	Medina, Lucy	M/C Charge - Payroll Practices and FLSA Compliance 7/19/18 - Registration	300.00
	07/19/18	Medina, Lucy	M/C Charge - Cal Pers Educational Forum, 10/22-10/24/18 - Registration	349.00
	10/25/18	Medina, Lucy	CalPERS Educational Forum, 2018 -10/21-24/18 - (Lodging)	718.05
	10/25/18	Medina, Lucy	CalPERS Educational Forum, 2018 -10/21-24/18 - (Miles)	171.13
	09/25/18	Oliphant, Nancy	M/C Charge - JPIA Professional Development Conference, 9/26-27/18 - Registration	190.00
	10/25/18	Oliphant, Nancy	JPIA Training Seminar, 9/25/18-9/27/18 - (Lodging & Meals)	501.46
	10/25/18	Oliphant, Nancy	JPIA Training Seminar, 9/25/18-9/27/18 - (Miles & Parking)	175.33
	07/20/18	Pulido, Rafael	M/C Charge - Water Dist. Certification Test Prep Program , 8/29-8/31/18 - Registration	700.00
	07/12/18	Rave, Susana	M/C Charge - National Contract Management assoc - Membership	310.00
	07/19/18	Stone, Matt	M/C Charge - SWCs Monthly Meeting, 7/19/18 - Expense (Lodging)	330.61
	07/19/18	Stone, Matt	M/C Charge - SWCs Monthly Meeting, 7/19/18 - Expense (Meal)	29.70
	07/19/18	Stone, Matt	M/C Charge - SWCs Monthly Meeting, 7/19/18 - Travel Expense (Taxi)	24.00
	07/23/18	Stone, Matt	M/C Charge - SWCs Special Board Meeting, 8/29/18 - Travel Expense (Airfare)	479.96
	07/24/18	Stone, Matt	M/C Charge - SWCs Monthly Meeting, 10/17-10/18/18 - Travel Expense (Airfare)	479.96

CA Govt. Code Section 53065.5
List of Reimbursement for "Individual Charges" = \$100 or more

Updated as of: 10/31/18

Annual Disclosure for Fiscal Year 18/19

EMPLOYEES

Reimbursement	Date of Reimbursement	Recipient of Reimbursement	Reason for Reimbursement	Amount of Reimbursement
	07/24/18	Stone, Matt	M/C Charge - SWCs Monthly Meeting, 10/17-10/18/18 - Travel Expense (Airfare) (CREDIT)	(479.96)
	08/06/18	Stone, Matt	M/C Charge - ACWA/JPIA Training, 11/27-30/18-Registration	699.00
	09/18/18	Stone, Matt	M/C Charge - Water Education Foundations 35th Annual Water Summit, 9/20/18 - Registration	300.44
	09/17/18	Stone, Matt	M/C Charge - Water Education Foundations 35th Annual Water Summit, 9/20/18 - (Airfare)	479.96
	09/20/18	Stone, Matt	M/C Charge - Audit Finance Conf Meeting, 10/03/18 - (Airfare)	479.96
	08/08/18	Vasilopoulos, Rick	ESRI User Conference, 7/8-7/12/18 - Expense (Lodging & Meals)	1,439.08
	08/08/18	Vasilopoulos, Rick	ESRI User Conference, 7/8-7/12/18 - Travel Expense (Parking)	232.00
	08/08/18	Vasilopoulos, Rick	ESRI User Conference, 7/8-7/12/18 - Mileage	280.14
	09/19/18	Vasilopoulos, Rick	M/C Charge - Successful CEQA Compliance, 11/15/18 - Registration	395.00
	09/19/18	Vasilopoulos, Rick	M/C Charge -SWC FALL Water Operations Workshop, 11/28/18 (Airfare)	479.96
	09/19/18	Vasilopoulos, Rick	M/C Charge -SWC FALL Water Operations Workshop, 11/28/18 (Airfare)	479.96
	09/19/18	Vasilopoulos, Rick	M/C Charge -SWC FALL Water Operations Workshop, 11/28/18 (Airfare) (CREDIT)	(479.96)
	07/26/18	Velazquez, Ernesto	M/C Charge - 2018 Western Regional Conference, 8/21-8/22/18 - Registration	250.00
	09/07/18	Velazquez, Ernesto	M/C Charge - MWQI Annual Meeting, 10/02-3/18 Livermore (Airfare)	485.96
	09/21/18	Velazquez, Ernesto	Western Regional Conference, 8/21-8/22/18 - Expense (Meals)	23.23
	09/21/18	Velazquez, Ernesto	Western Regional Conference, 8/21-8/22/18 - Mileage	95.48
	09/25/18	Velazquez, Ernesto	M/C Charge - CEQA Compliance Seminar, 11/15-16/18 -Registration	395.00
	10/25/18	Velazquez, Ernesto	Annual MWQI Meeting, 10/01/18-03/18 - Expense (Lodging & Meals)	444.01
	10/25/18	Velazquez, Ernesto	Annual MWQI Meeting, 10/01/18-03/18 - Expense (Auto Rental, Miles & Parking)	219.36
	07/27/18	Viergut, Rick	Geologist/Geophysicist License Renewal Exp 6/30/18	339.50
	08/08/18	Yim, Jason	ESRI International User Conf., 7/8-7/13/18 - Expense (Lodging & Meals)	1,980.94
	08/08/18	Yim, Jason	ESRI International User Conf., 7/8-7/13/18 - Travel Expense (Parking)	175.00
	08/08/18	Yim, Jason	ESRI International User Conf., 7/8-7/13/18 - Mileage	179.86
	08/08/18	Yim, Jason	ESRI International User Conf., 7/8-7/13/18 - Recorded Session	332.17
	08/15/18	Yim, Jason	M/C Charge - All Access Pass for AMA Seminars	4,995.00
	08/31/18	Yim, Jason	M/C Charge - Public Contracting Requirements and Competitive Bidding 9/27 -Registration	224.25
	09/13/18	Zvara, Brandon	D3 Exam Refresher, 8/12-8/17/18 - Expense (Meals)	101.66
	09/13/18	Zvara, Brandon	D3 Exam Refresher, 8/12-8/17/18 - Travel Expense (Miles and Parking)	372.24

50,966.69

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ITEM NO.
6.6

BOARD MEMORANDUM

DATE: December 20, 2018
TO: Board of Directors
FROM: April Jacobs *aj*
Board Secretary
SUBJECT: Approve a Resolution for the Negotiated Tax Exchange to the County of Los Angeles Lighting Maintenance District 1687 for Annexation of Project Tract No. 52796, Tax Rate Area 06820

SUMMARY

The County of Los Angeles Department of Public Works is requesting approval and acceptance of negotiated tax exchange resolution resulting from Annexation of Project Tract No. 52796, Tax Rate Area 06820 to the County Lighting Maintenance District 1687.

DISCUSSION

Under 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 new services to an area from a jurisdiction change are entitled to a share of the annual tax increment generated in the area being annexed.

RECOMMENDATION

That the Board of Directors approve a resolution for the Negotiated Tax Exchange to the County of Los Angeles Lighting Maintenance District 1687 for Annexation of Project Tract No. 52796, Tax Rate Area 06820.

Attachment

AMJ

MBS

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MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

December 19, 2018

IN REPLY PLEASE
REFER TO FILE: T-5

Mr. Matt Stone
General Manager
Santa Clarita Valley Water Agency
Formerly known as Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

Attention Ms. April Jacobs

Dear Mr. Stone:

NEGOTIATED TAX EXCHANGE RESOLUTION ANNEXATION OF PROJECT TRACT NO. 52796 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

We request that the Santa Clarita Valley Water Agency (formerly known as Castaic Lake Water Agency) participate in the exchange of ad valorem property tax in conjunction with the annexation of the territory known as Tract No. 52796 to County Lighting Maintenance District (CLMD) 1687. This proposed exchange would provide revenue to CLMD 1687 to partially fund the operation and maintenance of new street lighting services to be provided within the annexed territory. This territory, whose boundary is shown on the enclosed proposed annexation map, is being processed for the Board of Supervisors' concurrent approval of the annexation and transfer of ad valorem property tax between the affected taxing agencies and CLMD 1687.

For new annexations to a CLMD, our procedures require us to process the exchange of property tax revenues with all nonexempt taxing agencies. Under Section 99.01 of the California Revenue and Taxation Code, special districts providing new services to an area from a jurisdictional change are entitled to a share of the annual tax increment generated in the area being annexed. CLMD 1687 meets the definition of a special district under Section 95(m) of the California Revenue and Taxation Code. CLMD 1687's share of the annual tax increment is to be taken from all of the other local taxing agencies providing services within the annexed area with the exception of school entities, which are exempted by law.

Mr. Matt Stone
December 19, 2018
Page 2

If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax revenue, the Board can determine the exchange of property tax revenue for that taxing agency.

Enclosed is a Joint Resolution between the County of Los Angeles and the Water Agency approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of the subject territory to CLMD 1687. Attached to the Joint Resolution is a Property Tax Transfer Resolution Worksheet listing the share of the annual tax increment to be exchanged with the Water Agency, other affected taxing agencies, and CLMD 1687. The tax-sharing ratios listed on the worksheet were calculated using a formula approved by the County Auditor-Controller and County Counsel. As shown on the Property Tax Transfer Resolution Worksheet for Tract No. 52796, Tax Rate Area 06820, the current tax share ratio for the Water Agency is 0.065457643. Out of the Water Agency's tax share, the Water Agency would allocate 0.001341406 to CLMD 1687 with a net share of 0.0644116237 to the Water Agency. Monetarily speaking, a \$10,000 increment in assessed valuation of a parcel means that the parcel will pay an additional \$100 in property taxes, of which the Water Agency would receive \$6.546 and CLMD 1687 would receive \$0.1341.

Please have the resolution executed and returned to us in the enclosed self-addressed envelope by February 18, 2019.

If you have any questions, please contact Ms. Tigist Desta of Traffic and Lighting Division, Street Lighting Section, at (626) 300-4755 or at tdesta@dpw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works



EMIKO THOMPSON
Assistant Deputy Director
Traffic and Lighting Division

TD:dj
P:\TL\PUB\STL\SUBITAXAGEN.LTRI\WAT.DIST\CASTAIC LAKE\TR 52796.DOCX

Enc.

**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.

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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.

PASSED, APPROVED, AND ADOPTED this _____ day of _____ 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

SANTA CLARITA VALLEY WATER AGENCY
FORMERLY CASTAIC LAKE WATER AGENCY

President, Board of Directors

ATTEST:

Secretary

Date

ANNEXATION TO: CO LIGHTING MAINT DIST NO 1687
 ACCOUNT NUMBER: 019.40
 TRA: 06820
 EFFECTIVE DATE: 07/01/2018
 ANNEXATION NUMBER: TR 52796
 PROJECT NAME: TRACT NO. 52796
 DISTRICT SHARE: 0.020492740

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.220071196	22.0082 %	0.020492740	0.004509871	-0.004616157	0.215455039
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000130481	0.0130 %	0.020492740	0.000002673	0.000000000	0.000130481
003.01	L A COUNTY LIBRARY	0.027545797	2.7545 %	0.020492740	0.000564488	-0.000564488	0.026981309
005.25	ROAD DIST # 5	0.007190703	0.7190 %	0.020492740	0.000147357	-0.000147357	0.007043346
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185810671	18.5810 %	0.020492740	0.003807769	-0.003807769	0.182002902
007.31	L A C FIRE-FFW	0.005056102	0.5056 %	0.020492740	0.000103613	0.000000000	0.005056102
030.10	L.A.CO.FL.CON.DR.IMP.DIST.MAINT.	0.002119874	0.2119 %	0.020492740	0.000043442	-0.000043442	0.002076432
030.70	LA CO FLOOD CONTROL MAINT	0.011997703	1.1997 %	0.020492740	0.000245865	-0.000245865	0.011751838
061.80	GREATER L A CO VECTOR CONTROL	0.000322714	0.0322 %	0.020492740	0.000006613	-0.000006613	0.000316101
302.01	CASTAIC LAKE WATER AGENCY	0.065457643	6.5457 %	0.020492740	0.001341406	-0.001341406	0.064116237
400.00	EDUCATIONAL REV AUGMENTATION FD	0.049275408	4.9275 %	0.020492740	0.001009788	EXEMPT	0.049275408
400.01	EDUCATIONAL AUG FD IMPOUND	0.131877650	13.1877 %	0.020492740	0.002702534	EXEMPT	0.131877650
400.15	COUNTY SCHOOL SERVICES	0.001617257	0.1617 %	0.020492740	0.000033142	EXEMPT	0.001617257
400.21	CHILDREN'S INSTIL TUITION FUND	0.003209699	0.3209 %	0.020492740	0.000065775	EXEMPT	0.003209699
581.01	NEWHALL SCHOOL DISTRICT	0.094562887	9.4562 %	0.020492740	0.001937852	EXEMPT	0.094562887
581.06	CO.SCH.SERV.FD.- NEWHALL	0.009067266	0.9067 %	0.020492740	0.000185813	EXEMPT	0.009067266
581.07	DEV.CTR. HDCPD.MINOR-NEWHALL	0.000998146	0.0998 %	0.020492740	0.000020454	EXEMPT	0.000998146
757.02	HART WILLIAM S UNION HIGH	0.092324451	9.2324 %	0.020492740	0.001891980	EXEMPT	0.092324451
757.06	CO.SCH.SERV.FD.- HART,WILLIAM S.	0.000384825	0.0384 %	0.020492740	0.000007886	EXEMPT	0.000384825

ANNEXATION NUMBER: TR 52796 PROJECT NAME: TRACT NO. 52796 TRA: 06820

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
757.07	HART, WILLIAM S.-ELEM SCHOOL FUND	0.048578288	4.8578 %	0.020492740	0.000995502	EXEMPT	0.048578288
814.04	SANTA CLARITA COMMUNITY COLLEGE	0.042401239	4.2401 %	0.020492740	0.000868917	EXEMPT	0.042401239
***019.40	CO LIGHTING MAINT DIST NO 1687	0.000000000	0.0000 %	0.020492740	0.000000000	0.000000000	0.010773097
TOTAL:						0.020492740	1.000000000
						-0.010773097	1.000000000

TRACT NO. 52796

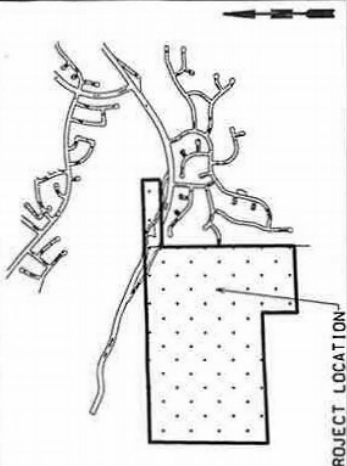


LEGEND

PROPOSED ANNEXATION AREA

EXISTING LIGHTING MAINTENANCE DISTRICT 1687

PROPOSED ANNEXATION TO COUNTY LIGHTING
 MAINTENANCE DISTRICT 1687
 AND COUNTY LIGHTING DISTRICT LLA-1
 (UNINCORPORATED ZONE)



PROJECT LOCATION
 VICINITY MAP
 T. G. page 4640-A2.62

TRA	APN
6820	2826-020-020
15535	2826-020-021
	2826-020-022
	2826-020-023
	2826-020-024
	2826-020-030
	2826-020-031
	2826-020-032
	2826-020-033
	2826-097-003

NOT TO SCALE



LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
 TRAFFIC AND LIGHTING DIVISION
 STREET LIGHTING SECTION

CLMD 1687
 STEVENSON RANCH AREA

Prepared By	Sheet 1 of 1	SUP. DIST. 5
Recommended By	Date	
Approved By	Date	

TR 52796

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BOARD MEMORANDUM

DATE: December 18, 2018

TO: Board of Directors

FROM: Eric Campbell *EC*
Chief Financial and Administrative Officer

SUBJECT: Approve a Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for a New Financial Management System

SUMMARY

SCV Water currently uses three different accounting systems, all of which are the legacy systems of the entities from prior to the merger. To improve efficiency and meet future needs of a fully integrated Agency, staff has determined the need to hire expert consulting services, for up to three phases of work beginning with an assessment of the existing accounting system's capabilities with the needs of the new Agency. Should it be determined that none of the existing systems can meet the current and future needs, the second phase of the services will provide assistance in developing a Request For Proposals ("RFP") and scoring system based on the complex requirements of the Agency that were documented in the prior phase of the work. The third phase of work will cover assistance in documenting the scoring of proposals received and the selection process of the successful software solution.

DISCUSSION

Adhering to the leading practice of retaining expert assistance in major software selection is consistent with SCV Water's intent to be a best in class water service provider. Currently, each division of the Agency is using their respective accounting systems that were in place prior to the formation of SCV Water. Valencia Division is using Microsoft Dynamics GP, Newhall Division is using Sage 300 Enterprise, and Regional and SCWD are using Sunguard FinancePlus. Having all divisions on the same system will result in significant efficiencies in all aspects of accounting throughout the organization. Each division would begin using a common chart of accounts, which will streamline and simplify the budget preparation process, financial reporting, financial planning and rate work. Being on one system will also allow the Agency to move toward a centralized accounting department, rather than having four separate accounting departments.

ACC Utility Partners is a consulting firm that specifically focuses on utility company needs for assistance in the selection of financial management and other mission critical systems. The firm has fully transparent processes for determining their client's needs and for evaluating software vendor's proposed solutions. Staff did a reference check and spoke with the following former clients: San Gabriel Valley Water Company, City of Provo, Gainesville Regional Utilities, and Nashville Electric Services. All references reported positive experiences and successful outcomes.

On December 17, 2018, the Finance and Administration Committee considered staff's recommendation to approve a resolution authorizing professional services agreement with AAC Utility Partners for selection services for a new financial management system.

FINANCIAL CONSIDERATIONS

The cost to engage AAC Utility Partners for the software selection process is \$215,000 plus travel costs of approximately \$29,000. The project budget is broken down by milestone (key task) rather than number of hours. Travel will be billed at actual cost. By design, there are two offramps to the contract. The first offramp is available at the end of the first phase of the work. Table 1 contains the Phase 1 milestones and payment amounts that will be due upon completion of the milestone. Phase 1 will result in the determination of the Agency's needs and whether one of the existing systems would perform adequately. This work will cost \$85,000 plus approximately \$13,000 in travel (7-8 round trip flights, hotel, and meal allowance).

Table 1: Phase 1 Project Milestones and Cost

Milestone/ Payment #	Deliverable	Payment Amount
1	Project Charter and Strategy Document	\$20,000
2	Project Plan	10,000
3	Project Kick-off Presentation & FMS Educational Workshop	15,000
4	AAC NavigateOne™ Business Requirements Catalog	10,000
5	Client-specific FMS Business Requirements Catalog	15,000
6	Organizational Staffing Assessment	10,000
7	Budgetary Estimate and Recommendation	5,000
Off Ramp #1	Go/No-Go Decision	Phase 1 Subtotal: \$85,000

The second offramp is available at the end of Phase 2 of the work. Table 2 contains Phase 2 milestones. The work in Phase 2 consists of developing an RFP based on the needs assessment completed in Phase 1 and scoring system to evaluate responses. Phase 2 will cost \$70,000 plus travel.

Table 2: Phase 2 Project Milestones and Cost

Milestone/ Payment #	Deliverable	Payment Amount
8	RFP Template Document	\$25,000
9	Scoring Worksheet & Final RFP Document	15,000
10	Base Product Demonstration Scripts & Conduct Vendor Discovery Sessions / Pre-Bid Meeting	20,000
11	Clarification Document; All Functional Scores and Project Solution Costs; Selection of Vendor/SI Finalists; Steering Committee Presentation; Executive Management Presentation	10,000
Off Ramp #2	Go/No-Go Decision	Phase 2 Subtotal: \$70,000

Should the agency continue working with the consultant for the third and final phase of work, vendor selection, the cost will be \$60,000 plus travel. Table 3 contains the milestones and payment amounts for the final phase of the full project. Travel costs for phases 2 and 3 combined are estimated at \$16,000 (up to 10 round trip flights, hotel, and meal allowance). The project is funded by 1% property tax revenues (Regional Division) and retail water rates (Retail

Divisions). It is estimated that the software selection cost will be incurred over two fiscal years, with \$125,000 budgeted for this work in FY 2018/19.

Table 3: Phase 3 Project Milestones and Cost

Milestone/ Payment #	Deliverable	Payment Amount
12	Client-specific Product Demonstration Scripts	\$15,000
13	Demonstration Agenda and Schedules & Completion of Vendor Demonstrations	10,000
14	Reference checks; Summarization Score Ranking of Vendor/SI; Selection of Preferred Vendor	15,000
15	Updated Scoring Matrix & Preferred Vendor Confirmation	5,000
16	Solution Cost Summary & Site Visits Completed	5,000
17	Negotiation Strategies Workshop	5,000
18	Contract Key Issues & Statement of Work Development	5,000
	Phase 3 Subtotal:	\$60,000

RECOMMENDATION

The Finance and Administration Committee recommends that the Board of Directors approve the attached resolution authorizing a professional services agreement with AAC Utility Partners for \$215,000, plus travel expenses for selection services for a new financial management system.

EC

Attachments

M65

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Work Order

Client: Santa Clarita Valley Water Agency
Project: FMS Selection Services

Client Location: 27234 Bouquet Canyon Road
Santa Clarita, California 91350

Consultant: AAC Utility Partners, LLC
4711-3 Forest Drive, #374
Columbia, South Carolina 29206



PROPRIETARY & CONFIDENTIAL

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1.0 Overview

THE PURPOSE OF THIS WORK ORDER (“WO”) IS TO DOCUMENT THE AGREED SERVICES (AS DEFINED IN THE AGREEMENT) THAT AAC UTILITY PARTNERS (AAC) SHALL PROVIDE IN RELATION TO THE PROJECT (AS DEFINED IN THIS WO) FOR SANTA CLARITA VALLEY WATER AGENCY (CLIENT). THIS SOW SHALL BE EFFECTIVE ON THE LATTER DATE SIGNED BELOW.

1.1 Controlling Provisions

This WO shall be governed by the Terms and Conditions as outlined in the Professional Services Agreement ("Agreement") as entered into this ____ day of _____, 2018 between AAC and Client.

2.0 Definitions

All capitalized terms used and not defined herein shall have the same meanings given them in the WO between the parties.

Term	Definition
AAC	Abbreviation for AAC Utility Partners.
AAC Principal	Person who represents AAC from a business relationship standpoint and is the top escalation point for AAC.
AAC Project Manager	Person assigned by AAC to provide project management for the Project to assist with management of the overall Project activities.
AAC Resource(s)	References all AAC consultant(s) assigned by AAC to the Project.
Business Requirements Catalog	Document that outlines the functional items required by Client to be accomplished by the new software application being proposed by Vendors.
Change Control or Change Order	Formal process utilized to change the scope or costs of the services outlined in this Work Order. This process is formal and must be in writing and mutually agreed to by each party.
Client	Santa Clarita Valley Water Agency. References all business units of the Client and their employees and authorized agents.
Client Core Team or Core Team	Client employees dedicated to be available, as needed, to complete the project.
Client Project Director	Individual assigned by Client to manage the overall activities for this Work Order. This person will be the primary contact with AAC Project Manager.

Term	Definition
Client Executive Sponsor	The Client’s executive that is ultimately responsible for the Project.
Client Subject Matter Expert (SME)	Client employees with detailed and specific knowledge related to how Client conducts business.
Go/No-go Decision	Client has the right not to proceed any further with the Project.
FMS	Financial Management System
Holidays	Client holiday schedule
Microsoft Project	Microsoft application designed to assist with management of time, materials and work.
NavigateOne	AAC Proprietary methodology, tools and work products.
Preferred Vendor	Software vendor, following the vendor demonstrations and scoring, that is selected by Client as the vendor Client desires to negotiate a contract.
Project	A series of tasks, deliverables and milestones to accomplish the selection of the Financial Management System.
Project Schedule	A Microsoft Project document that describes in detail, work activities, milestones, deliverables, and assignments that are required to complete the Project.
Statement of Work (SOW)	Document executed between Client and Preferred Vendor detailing scope, accountability and measurements.
Steering Committee	Executive group assigned to review Project related reports and activities. This group consists of senior executives from each area of the organization impacted by the Project, i.e., Finance, Information Technology, Operations, etc.
Vendor	Firms that may provide or provide FMS proposals to the Client for consideration.
Work Order	This document that describes work to be performed, duties, responsibilities and pricing information for the work between Client and AAC.

3.0 Project Assumptions

1. The FMS Selection project is **estimated to start** _____, 20__.
2. Client will provide a knowledgeable Core Team and Subject Matter Experts as needed to support the scope of Project. Client Core Team and SME’s are expected to be available as needed to complete the Project.
3. Client will authorize one person to manage this WO.
4. AAC will provide resource(s) to manage this WO.

5. Client will minimize the impact of competing initiatives within the organization that may have a negative impact to the Project through distracting or pulling Project resources/executives.
6. Issues that require a decision by Client or AAC, except as otherwise described herein will be made no later than five (5) business days (or a mutually agreeable time) after the party receiving the notice is notified to ensure that the Project timeline is maintained.
7. Client may request a change in the scope or nature of the services at any time. However, changes to the scope of the services can be made only in writing and executed by both parties.
8. AAC will utilize **MS Office 2016 and MS Project 2016**, including MS Word, MS Excel, MS Project, MS Visio and MS PowerPoint, to produce deliverables according to AAC technical standards.
9. The work plan must conform to Client Holiday schedule.
10. AAC team members will not travel on-site during work-weeks when the Client has two days or more of Holidays scheduled. If a one-day Holiday is scheduled, the AAC team members will travel on-site on a case-by-case basis as mutually agreed by the Client and AAC.
11. AAC will be provided remote access to all pertinent Project documentation needed by AAC to perform the scope of services outlined within this WO.
12. The AAC Project Manager and the Client Project Director will work together to schedule the specific on-site time for the AAC Resources.
13. AAC estimates 16 – 18 consultant trips to complete the Project.
14. AAC will assess one (1) of Client's Financial Management Systems to determine if Client should upgrade a current FMS or replace with a new FMS.
15. All fees in this Work Order are stated in US Dollars.

3.1 Term of Work Order

Defined in the Professional Services Agreement.

4.0 Scope

Client has embarked on this Project for the purpose of selecting a new Financial Management System (FMS). The primary intent of AAC's scope of work described within this WO is to provide

FMS Selection Services to assist Client in identifying and procuring the best FMS for their organizational needs.

4.1 Client Responsibilities

4.1.1 General Responsibilities

Unless otherwise specifically stated, Client shall provide facilities, equipment, and support as described below, in performance of the work by AAC's Resources (as described in this WO) at Client's facilities, at no cost to AAC. These facilities and services will be made available to AAC's resources during Client's normal working hours, or as otherwise agreed. AAC shall follow any guidelines set forth by Client regarding access to its facilities and services, and unless otherwise agreed, AAC's Resources shall work within Client's normal working hours.

4.1.2 Project-Related Responsibilities

Client will be responsible for the following activities.

- Review and acceptance of AAC deliverables, as defined in this WO
- Provide Client-specific resources as needed
- Provide office (work) space for AAC Resources
- High speed internet access for AAC owned laptop computers (Mac and PC), when AAC is using Client facilities
- Client network access as needed with prior approval of the Client to support this WO
- Telephone and access to other general office equipment when AAC is using Client facilities
- A conference/meeting room or office for AAC Resources will be provided as needed. This conference room should be a suitable meeting space for six to eight people.

4.2 Project Stage Descriptions

Sections 4.2.1 through 4.2.11 provide a general description of the various stages of the Project. The deliverables, Section 5.2 provides further detail regarding each WO deliverable.

4.2.1 Project Planning

To kick-off the Project Activities, AAC will work with Client to prepare a Project Charter and Strategy document to outline and gain commitment for the Project. A Project schedule will be prepared with input from Client to outline timing and resources. AAC will conduct a Project kick-off meeting and lead an FMS Industry Workshop for the Client Core Team and Subject Matter Experts. The intent of this workshop is to educate the team regarding the major vendors

that provide FMS solutions and services. The workshop will provide an overview of relevant Vendors.

4.2.2 Business Process and Requirments Analysis

Utilizing NavigateOne tools, AAC will lead Client through an in-depth exploration and prioritization of Client's FMS functional requirements.

The following are some of the main functional and technical areas explored through this comprehensive research process:

- General Ledger
- Accounts Receivable/Cash Receipts
- Inventory
- Fixed Assets
- Accounts Payable/Cash Disbursements
- Purchasing
- Job Ledger/Project Ledger
- Budgeting
- Security

- Business Issues
 - Client's FMS strategic goals
 - Key Business Drivers
 - Executive Management
 - Strategic Planning Group
 - Competing Initiatives
 - Regulatory / Mandates / Compliance Issues
 - Data Quality

- Technology
 - Reporting
 - IT integration and support
 - Hardware and related resources
 - Deployment (In-house, Hosted, Cloud)

4.2.3 Organizational Staffing Assessment (OSA)

AAC will conduct an assessment regarding Client's staffing needs for the Project. The OSA will educate Client on the staffing, roles and experience needed to support Client's Project. The OSA will include a detailed staffing plan for each phase and month of the project. The OSA will detail each role and the full-time equivalent required to fulfill the role. In addition, the role

definition portion of the document discusses the skills and experience needed by each resource to successfully execute the the requirements for that role.

4.2.4 Budgetary Estimate and Recommendation

AAC will summarize the information gathered and develop a presentation to provide a budgetary estimate and recommendation to upgrade the defined FMS or to replace with a new FMS based on the assessment of Client's needs.

4.2.5 RFP Development & Evaluation Criteria

The process of developing the RFP will begin with our proven RFP template has been developed specifically for utilities and will focus on the unique needs of Client's business, functional and technical areas.

The RFP template will also identify interfaces and hardware needs, which Client may use to develop and pursue identified business strategies. The result is a concise and logical framework of content that clearly communicates Client's needs to potential Vendors. AAC will conduct the necessary on-site workshops during the development of the RFP, and will work with the Client Core Team to tailor and augment our tested RFP packet base format to include areas such as, but not limited to: instructions on how to respond, specific Client procurement and legal requirements and forms, functional matrices, business objectives, pricing lists, other Client-specific information.

AAC, along with the Client Core Team, will develop an evaluation framework (Evaluation Worksheet) and scoring matrices for evaluation of Vendor proposals. This process will take into account Client's current and long-term needs, which may include the following areas:

- Procurement Requirements
- Functional Requirements
- Technical Requirements
- Security Requirements
- Total Solution Costs
- Risk Identification
- Demonstration Results
- Support Requirements
- Vendor Demographics

4.2.6 Issuance and Management of the RFP Process

AAC will coordinate the release of the RFP with the appropriate Client department in accordance with Client requirements and procedures. AAC will also provide a list of Vendors AAC believes will be able to meet Client'S stated requirements. Client may add to or delete Vendors from this list as needed.

Following the release of the RFP, AAC will assist Client in supporting Vendor inquiries regarding RFP contents. If appropriate, based on time constraints and Client's procurement rules, AAC strongly encourages individualized Vendor discovery sessions. These sessions are intended to provide Vendors face-to-face time with Client to ask detailed questions related to the RFP. This allows the Vendors to provide a tailored RFP response that is specific to Client's business needs.

Sequence of events:

- Conduct project planning and FMS industry workshop
- Conduct business process and requirements analysis
- Organizational Staffing Assessment
- Develop and issue RFP package to Vendors
- On-site discovery sessions
- Vendors prepare their responses
- Support research and respond to Vendor questions
- Issue clarifications to Vendors
- AAC and Client finalize evaluation framework as needed
- Receive the RFP responses
- Present a status to the Client Steering Committee

4.2.7 Response Evaluation and Shortlist

Following the close of the RFP response period, Client Core Team and AAC will work together to evaluate and identify up to three Vendors that best meet approved selection criteria as defined in the RFP. AAC will conduct the necessary on-site workshops during the procurement stage to document and present the Project team's findings to Client's Steering Committee and other stakeholders as required.

Factors considered in scoring and selecting a short-list of Vendors:

- Vendor company viability
- Vendor experience on similar projects
- Functional fit
- Technology fit
- Implementation methodology
- Staffing
- Vendor costs and 5 year total cost of ownership
- Demonstration of software's ability to meet Client's needs.
- References
- Contract language/exceptions

Sequence of events:

- Conduct proposal evaluation workshops with Core Team to assess and record scores

- Identify sub-set of Vendors to move to next stage (short-list)
- Document and present findings to Steering Committee

4.2.8 Executive Management Presentation

AAC will work with the Steering Committee and Client's Project Director to create an Executive Management Presentation. The Presentation will summarize the activities and present the RFP results with specifics on the criteria and the Core Team's recommended short-list of Vendors.

4.2.9 Demonstration Activities and Reference Checks

AAC, along with the Client Core Team, will develop a demonstration schedule. Internal demonstration participants may include end users and/or executive staff. AAC will schedule and facilitate demonstrations consisting of a half-day Vendor/company overview and a two-day detailed product demonstration. Demonstration scripts will be developed by AAC with the support of the Client. These demonstration meetings will at least include the following:

- Vendor Profile
- Technical Architecture
- Implementation Strategy
- FMS Functional Review (demonstration)
- End-User Questions

AAC will then document demonstration results including summarization of scores, providing a written recap of Client users' notes and comments. Demonstration documentation will then be added to the scoring matrix. In addition to guiding demonstrations, AAC will assist the Client in coordinating reference checks for the short-listed Vendors. Client can utilize AAC's reference check template to capture detailed questions and responses. The Client and AAC will develop the best time to conduct the reference checks. AAC will organize and update the scoring matrix to reflect the appropriate reference scores and comments.

4.2.10 Identify Preferred Vendor and Confirmation Activities

Develop Ranking of Vendors from Demonstrations and References

AAC's selection process will provide the necessary documentation and hands-on exposure to select the solution that best fits the needs of Client. AAC will conduct follow-up meetings to review the results of the demonstrations. In addition, AAC and Client will review reference results and document issues. AAC will then conduct the necessary on-site workshops to update the scoring matrix to reflect the most recent procurement activity that will include the following scoring items:

- Requirements Matrix
- Procurement Requirements
- Technical Requirements
- Total Solution Costs
- Vendor Statistics
- Risk
- Support Requirements
- Demonstration Scores
- Demonstration Comments
- References

Vendor Confirmation

AAC will lead additional workshops with Client to identify the Preferred Vendor. Once the Preferred Vendor is identified, AAC will coordinate and conduct an on-site, three-to-four day drill down of key requirements needed by Client. This additional three-to-four day workshop will be conducted with the Preferred Vendor to answer any questions, provide and clarification, and identify and validate the following costs:

- Modifications
- Interfaces
- Conversion
- Implementation
- Process Engineering
- Hardware
- Support
- Third-Party Software
- Travel
- Licensing

This process ensures that the Preferred Vendor has been given the opportunity to make certain they have a complete understanding of Client's requirements in order to provide an updated price based on the most accurate information. As the Preferred Vendor knows the information gathered will be included in the Statement of Work and contract, it helps prevent the Preferred Vendor from saying that they did not have a complete understanding of Client's requirements once the implementation project has started. AAC will conduct the necessary on-site workshops to document the Core Team's findings and participate in or conduct the presentation of the Core Team's results to members of Client management team.

Participate In Preferred Vendor and Reference Site Visits

After the Client Core Team has ranked and identified the Preferred Vendor, AAC's objective is to confirm the Preferred Vendor by facilitating a detailed review of the proposed product and

obtain an understanding of the proposing Vendor's support structure and client base through site visits. AAC will coordinate and participate in up to three Preferred Vendor production site visits and one Preferred Vendor corporate visit while adhering to Client travel policy. AAC will work with the Preferred Vendor in scheduling the necessary site and corporate visits. AAC and the Client Core Team will develop a site visit schedule that accounts for functional, technical and project management-related interviews. AAC will summarize the Client Core Team's evaluations into the scoring matrix and conduct the necessary on-site workshops to review the team's findings.

Summary of Confirmation Activities

- Schedule drill down / Preferred Vendor preparation
- Conduct three-to-four day drill down working sessions to include detailed Project discussions (Preferred Vendor only)
- Preferred Vendor provides updated proposal
- AAC will develop total cost to implement & five (5) year operating cost projections
- Facilitate/Participate in reference site visits
- Present Preferred Vendor recommendation

4.2.11 Contract Development and Negotiations

AAC will assist Client in contract negotiations with the Preferred Vendor. In support of the negotiation process, AAC will support Client in negotiations. AAC will support Client in the development of a Client focused Statement of Work. In addition, AAC will provide suggested language on Vendor agreements, however AAC does not provide legal advice.

Contract Negotiations

- Statement of Work document
- Conduct price and term negotiations
- Contract key issues

5.0 Project Deliverables

5.1 Overview

In some instances, AAC will provide “draft” deliverables. The intent of “draft” deliverables is to ensure that the development of the required deliverables is consistent with Client’s expectations. “Draft” deliverables are not subject to a time limit for review. It is expected that review of “draft” deliverables is not formal in nature; therefore, “draft” reviews will generally be completed in a shorter time frame and are not scheduled in the plan.

AAC will schedule one walk through meeting for key deliverables (as deemed necessary by Client and AAC) prior to the formal submission.

All AAC deliverables will require significant input from the Client Core Team. For the purpose of this WO, electronic media will be Microsoft Word, Microsoft Project or other compatible Microsoft Office documents.

5.2 Vendor Selection Deliverable Descriptions

Once a final delivery is made for each deliverable listed below, Client will have five (5) business days, or a mutually agreeable timeframe, to review and accept the deliverable. If the deliverable is not accepted, Client will provide description of the deficiencies at a reasonable level of detail to assist AAC in the correction of the deliverable.

The schedule for and order of completion of the following list of deliverables is subject to change based upon the development and acceptance of the Project Plan as described in Deliverable 2.

Del. #	Deliverable Name	Description & Acceptance Criteria	Approximate Length	AAC Role	Client Role	Anticipated Notification / Deliverable Type
1	Project Charter / Strategy Document	The Project Charter will include descriptions of the major project components, establishment of the steering committee board, identified project resources, assumptions, and risks. The strategy section of the document will describe the approach to the project and explain why the team established this strategy.	5 to 10 pages	Lead	Support	Microsoft Word
2	Project Plan	An approved document used to guide both project execution and control. Documents planning	2 to 5 pages	Lead	Support	Microsoft Project

		assumptions, decisions, and facilitates communication between stakeholders, and documents approved scope, cost and schedule. There will be summary and detailed versions.				
3	Project Kick-Off Presentation	Presentation by AAC to Client. The intent of this presentation is to formally kick-off the project and start end user buy-in, and to heighten awareness of the project.	5-15 Slides	Lead	Support	Microsoft PowerPoint
4	FMS Industry Workshop	Workshop by AAC for Client project team and executives. The intent of this workshop is to educate the team regarding the major vendor/SI that provide solutions and services. The workshop will provide an overview of selected software vendors/SIs. Up to 8 vendor/SI will be profiled in this workshop.	10 to 20 slides	Lead	Support	Microsoft PowerPoint
5	NavigateOne™ FMS Business Requirements Catalog Template	AAC's NavigateOne™ FMS Business Requirements Template to be delivered to Client project team for review in preparation for requirements gathering sessions.	Over 2,000 requirements	Lead	Support	Microsoft Excel
6	Client-Specific FMS Business Requirements Catalog	Database of FMS requirements tailored to the business and functional needs of Client. The Business Requirements Catalog will capture and prioritize Client's current and future business, functional and technology requirements.	Determined by Client Requirements Gathering Sessions	Lead	Support	Microsoft Excel
7	Organizational Staffing Assessment	A document that summarizes Client's organizational and staffing needs and readiness to support its future state alternatives.	5 to 10 slides	Lead	Support	Microsoft PowerPoint / Excel
8	Budgetary Estimate and Recommendation	A presentation that summarizes the work performed and provides a budgetary estimate for the project as well as a recommendation to upgrade one of Client's Financial Management Systems or to replace with a new FMS.	10 – 15 Slides	Lead	Support	Microsoft PowerPoint
Go/No-Go Decision						
9	RFP Template Document	RFP template that lists major categories of information that may be included in Client specific RFP. Sections include: business purpose of project, utility history, utility statistics, technical requirements and template	5 to 10 Pages	Lead	Support	Microsoft Word

		vendor/SI required response format.				
10	Scoring Work Sheet	Completed scoring worksheet that reflects Client's scoring criteria and weights.	5 to 10 Pages	Lead	Co-Lead	Microsoft Word and/or Excel
11	Final RFP Document	Document that is a derivative of Deliverable number 9. This document builds on the template information from Deliverable 9 and is updated based on Client's data gathering and meetings with AAC. This document will be specific to the Client's specific requirements.	50 to 100 pages	Lead	Co-Lead	Microsoft Word
12	Base Product Demo Scripts	Templates - Document that defines the functionality from Deliverable 6 that will be used to create information to be used to guide CIS vendors through a functional presentation of their software.	10 to 15 pages	Lead	Co-Lead	Microsoft Word/ Excel
13	Vendor/SI Discovery Sessions/Pre-bid	AAC will schedule and conduct 2 hour Discovery Sessions with Vendor/SI. If Client elects not to utilize Discovery Sessions, AAC will lead the preparation and delivery of the Pre-bid meeting.	Based on Number of Vendors	Lead	Co-Lead	Microsoft Word
14	Clarification Document	AAC will issue to all vendor/SI a clarification document(s) prior to the vendor/SI RFP response.	1 to 2 pages	Lead	Co-Lead	Microsoft Word and or Excel
15	All Functional Scores & Project Solution Costs	Documents that summarize and ranks vendor/SI' Responses from the RFP for both Functional and Cost information.	TBD	Lead	Co-Lead	N/A
16	Selection of Vendor Finalists based on Scores	Rankings for selection of the vendor finalists. (Short list – up to 3 vendor/SI)	TBD	Lead	Co-Lead	Microsoft Word
17	Steering Committee Presentation	AAC will prepare an executive level PowerPoint presentation that summarizes the selection decision for Client's Steering Committee. AAC will conduct this presentation or support Client with the presentation, based on Client's preference.	15-25 Slides	Co-Lead	Co-Lead	Microsoft PowerPoint
18	Executive Management Presentation	AAC will prepare an executive level presentation that summarizes the selection decision for Client's Executive Management. AAC will conduct this presentation or support	15-25 Slides	Co-Lead	Co-Lead	Microsoft PowerPoint

		Client with the presentation, based on Client's preference.				
Go/No-go Decision						
19	Client-Specific Product Demo Scripts	AAC and Client will work together to create the appropriate level of detail for data and various business rules to be included in these scripts using the templates as a starting point from Deliverable 12. Client and AAC will also mutually determine which components of the Business Requirements Catalog will be included based on Client's level of importance. These scripts will only use portions of Deliverable 6 in order to accommodate the time allocated for software presentations. In addition to these scripts, AAC will provide a suggested agenda for the vendor/SI meetings.	10 to 15 Slides	Lead	Co-Lead	Microsoft Word/Excel
20	Demonstration Agenda and Schedules	Document that outlines the schedule for demonstrations for each vendor/SI. The document will also outline the major topics to be presented by the vendor/SI based on Client's requirements.	5 to 15 Pages	Lead	Co-Lead	Microsoft Word/Excel
21	Completion of the Vendor/SI Demonstrations	The short-listed vendor/SI that participated in the demonstrations have completed their presentations.	N/A	Lead	Co-Lead	N/A
22	Reference Checks	Client has completed all reference checks, AAC has summarized results.	N/A	Co-Lead	Lead	Microsoft Word/Excel
23	Summarization Score Ranking of Vendor/SI Based on Completed Demonstrations and All Information	Documents that summarize and rank vendors for the demonstrations. All scoring criteria is computed and the vendor/SI finalist is identified.	Based on Number of Scoring Criteria	Lead	Co-Lead	Microsoft Word/Excel
24	Selection of Preferred Vendor/SI	Meeting conducted to review score / ranks and review the final selection. AAC will provide a document to summarize the meeting minutes.	Based on the Spirit of the Meeting	Co-Lead	Co-Lead	Microsoft Word/Excel

25	Updated Scoring Matrix	Updated Scoring Matrix	2-4 Pages Per Vendor	Lead	Support	Microsoft Word/Excel
26	Preferred Vendor/SI Confirmation	Three to four day in depth review of Preferred Vendor/SI's proposed solution with the intent to confirm completeness of solution as related to RFP requirements. Product demonstration and implementation methodology review.	Three to Five Days	Co-Lead	Co-lead	N/A
27	Solution Cost Summary	Document that outlines the Preferred Vendor/SI's cost summary and evaluates for completeness. This document is used as a component of the Preferred Vendor/SI negotiations and for governing body approval. This document is delivered prior to the start of vendor/SI negotiations.	Based on Number of Scoring Criteria	Lead	Support	Microsoft Word/ Excel
28	Site Visits Completed	AAC will assist Client to schedule and conduct up to three on-site customer reference visits for Preferred Vendor/SI. Additionally, Client may choose to visit the Preferred Vendor SI's headquarters.	Three to four days	Co-Lead	Co-Lead	N/A
29	Negotiation Strategies Workshop	In preparation of contract negotiations, AAC will conduct a presentation to Client outlining contract negotiation strategies and will inform Client of expected vendor/SI positions.	10 – 20 Slides	Lead	Support	Microsoft PowerPoint /Word
30	Governing Body Approval Presentation	AAC will prepare an executive level PowerPoint presentation that summarizes the selection decision for Client's governing body. AAC will conduct this presentation or support Client with the presentation, based on Client's preference.	15-25 Slides	Support	Lead	Microsoft PowerPoint
31	Contract Key Issues	AAC will provide a document outlining the major business issues that should be reviewed by Client. Client will be required to have legal counsel evaluate all contracts from a legal perspective, as AAC does not render legal advice.	5-10 Page Review of the Vendors Contract Document (including SOW)	Lead	Support	Microsoft Word

32	Statement of Work (SOW)	AAC will support the development of an SOW that reflects Santa Clarita Valley Water Agency's specific project information with the Preferred Vendor.	50-100 pages	Lead	Support	Microsoft Word
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6.0 Project Payment Milestones

AAC will provide the services agreed to in this Work Order based on the fixed price schedule below. Each milestone payment is based on a listed Deliverable from Section 5.2 of this Work Order. The Milestone Payments are for cash flow management purposes and not representative of the cost or effort of the Deliverable.

Milestone		Payment Amount (USD)
Payment #	Deliverable Payment	
1	Project Charter and Strategy Document	\$20,000
2	Project Plan	\$10,000
3	Project Kick-off Presentation FMS Educational Workshop	\$15,000
4	AAC NavigateOne™ Business Requirements Catalog Template	\$10,000
5	Client-specific FMS Business Requirements Catalog	\$15,000
6	Organizational Staffing Assessment	\$10,000
7	Budgetary Estimate and Recommendation	\$5,000
	Go/No-Go Decision	
8	RFP Template Document	\$25,000
9	Scoring Worksheet Final RFP Document	\$15,000
10	Base Product Demonstration Scripts Conduct Vendor Discovery Sessions / Pre-Bid Meeting	\$20,000
11	Clarification Document All Functional Scores and Project Solution Costs Selection of Vendor/SI Finalists Steering Committee Presentation Executive Management Presentation	\$10,000
	Go/No-Go Decision	
12	Client-specific Product Demonstration Scripts	\$15,000
13	Demonstration Agenda and Schedules Completion of Vendor Demonstrations	\$10,000
14	Reference Checks Summarization Score Ranking of Vendor/SI Selection of Preferred Vendor	\$15,000
15	Updated Scoring Matrix Preferred Vendor Confirmation	\$5,000
16	Solution Cost Summary Site Visits Completed	\$5,000
17	Negotiation Strategies Workshop Governing Body Approval Presentation	\$5,000
18	Contract Key Issues Statement of Work Development	\$5,000
	Total Fixed Price for Procurement Services	\$215,000

Travel Expenses are billed as incurred and are defined in Section 10.

7.0 Acceptance of Services

7.1 The acceptance process set forth in this Section 7 shall apply and govern with respect to all Services provided by AAC hereunder for which AAC requests acceptance. AAC will notify Client with respect to Services as and when requesting acceptance, which Client understands will generally be requested monthly with invoices for Services. If Client accepts the Services, it will return a signed Acceptance Certificate to AAC (Appendix 1). Client shall notify AAC in writing within five (5) business days following AAC's notification to Client, if Client believes AAC has not substantially satisfied the applicable requirements of this WO with respect to such Services. To the extent that Client rejects any Services, it shall specify the reasons therefore to a reasonable level of detail and such reasons must be based specifically on AAC's failure to substantially satisfy the applicable requirements of this WO.

7.2 Following a written notification to AAC described above that applicable Services fail to substantially meet the applicable requirements of this WO, then, subject to AAC verifying any such failure, within ten (10) business days, or mutually agreeable time in light of the nature and severity of the deficiency and the sequencing of the Project, AAC shall remedy the identified failure and provide remedied Services which substantially meets the applicable requirements of this WO. Following the delivery by AAC of the remedied Services, then Client shall again have five (5) business days to review the remedied Services and the provisions of this Section 8 shall control the acceptance thereof.

8.0 Dispute Resolution Process

The Dispute Resolution Process shall consist of a three-step approach to resolve disputes related to this Work Order. If a dispute is identified between the parties, the following steps shall be taken:

Step 1 – The initiating party's assigned Project Manager/Director will inform the other party's Project Manager/Director in writing that a dispute exists. The Project Manager and Project Director will work together to resolve the issue. If after five (5) business days, or a mutually agreeable timeframe, the matter has not been resolved, the issue will be escalated to Step 2.

Step 2 – The Project Manager and Project Director will inform their senior managers that a dispute exists. The party that initiated the dispute will clearly document their concern in writing to the other party and outline what their expectations are related to the desired cure for the outstanding issue. The party being requested to cure the problem will have ten (10) business days, or other mutually agreeable timeframe, to resolve the matter. If the matter has not been resolved after this step, the issue will be escalated to Step 3.

Step 3 – The information documented from Step 2 and any other clarifications from Step 2 will be provided via certified mail to the party that is being requested to cure the issue. The party that has initiated the dispute resolution process will allow the other party ten (10) business days,

or mutually agreeable timeframe, to resolve the matter. If at the end of this step the matter is not resolved, either party may pursue all other available rights and remedies.

9.0 Client's Right to Request Personnel Replacement

If Client experiences difficulties, concerns or other legitimate objections with AAC assigned personnel, Client shall discuss any concerns with the designated AAC Principal. Client will allow AAC to attempt to resolve any issues or concerns with the resource in question, to Client's satisfaction. Failing to resolve the issues or concerns within a thirty-day period of time, Client may request and AAC will remove the assigned consultant and replace the resource with another qualified consultant. Both parties will work together to minimize any negative impact to the project due to a resource replacement.

10.0 Charges and Payment

This section of the Work Order describes the charges and payments for travel and per diem expenses related to the scope of services covered by this Work Order.

10.1 Travel Expenses

Travel expenses will be billed monthly as incurred.

Travel and living expenses based on actual expenses include (Receipts are required):

- **Air Travel** Ordinarily all air travel on assignments should be at the lowest possible cost coach or economy fare available that permits travel at reasonable times and with reasonable itineraries. Airfare and associated taxes are expensed to Client account.
- **Hotels** AAC will select business class hotels in the vicinity of the Client's offices or other Client -approved location. Generally Hampton Inn, Courtyard, Fairfield, Marriott, Hilton, and Double Tree are chosen. AAC will work to negotiate rates with hotels and AAC will make every reasonable effort to stay at the negotiated properties. AAC will endeavor to negotiate the best available rates.
- **Phone** calls and the associated taxes.
- **Auto** rental expenses and the associated taxes.
- **Fuel** and the associated taxes.
- **Long Term Parking** and tolls and the associated taxes.
- **Mileage** if employees drive their own car (in lieu of rental car), based on IRS standard mileage rate.

Per Diem:

AAC will bill per diem expenses for meals and incidental expenses while traveling to the Client site or other Client approved travel.

The table below outlines the per diem based expenses for travel.

#	Item	Description	Method
1.	Meals	While AAC employees are away from their home offices, traveling on Client business related to the project, a daily meal per diem is charged to the Client project.	\$50.00 / day
2.	Incidental Allowance	AAC employees may incur additional non-meal related costs for personal expenses while away from their home offices for Client -project related travel. AAC has a fixed daily incidental allowance of \$10.00 per day out of town. This allowance is intended to cover minor costs such as laundry, personal items of necessity, short-term parking meters and other personal travel related expenses that are incurred in the course of out of town travel.	\$10.00 / Day

END OF WO CONTENT

Signature Page

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Client

AAC Utility Partners, LLC.

Signature:

Signature:

Name (Printed):

Name (Printed):

Title:

Title:

Appendix 1



Acceptance Certificate

Description of Services	[Insert Service descriptions as applicable]
Work Period	[Insert the period of time the work was done]

AAC has achieved and/or completed the above Project Services during the above stated time period.

Client has reviewed the Services and has confirmed that the Services have been achieved and/or completed in accordance with the Agreement by and between AAC Utility Partners, LLC (“**AAC**”) and Santa Clarita Valley Water Agency (“**Client**”), dated [insert date of Agreement], and the related **Work Order #__** by and between AAC and Client dated [insert date of applicable Work Order]. Thus, Client accepts the Services.

Client

AAC Utility Partners, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

RESOLUTION NO. ____

**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**

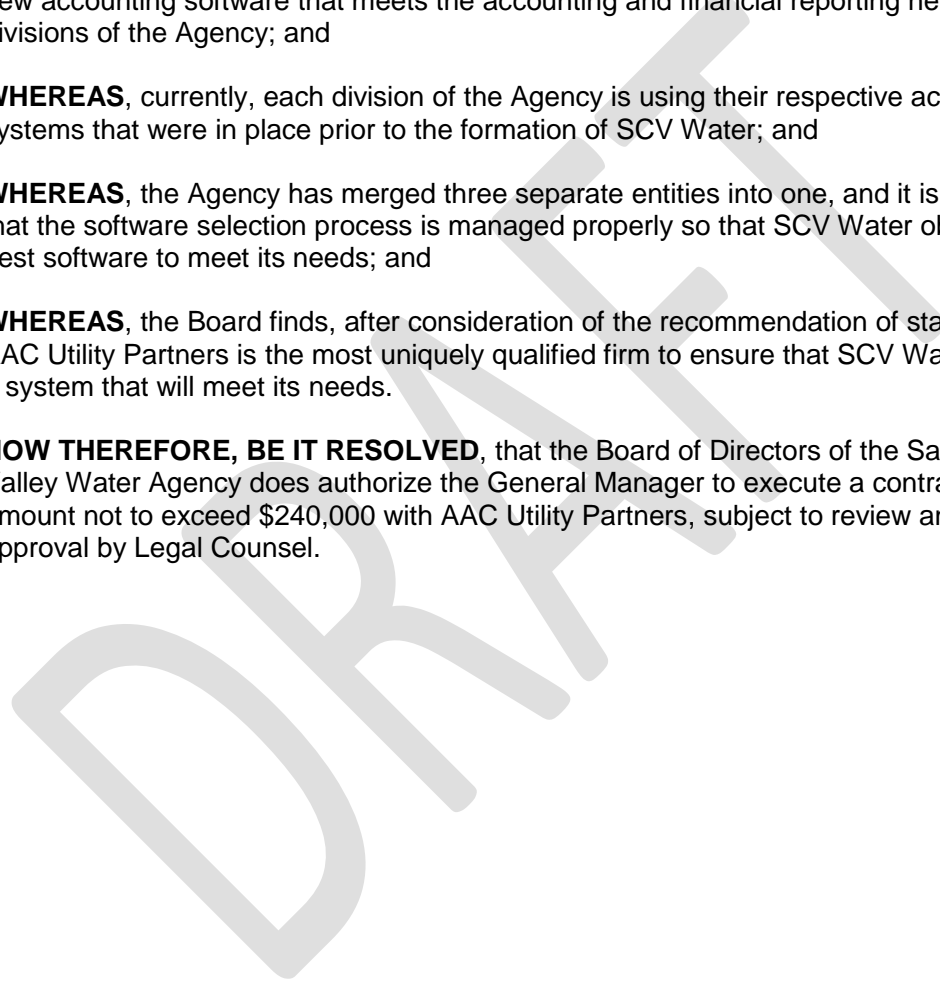
WHEREAS, the Board of Directors has determined that the Agency needs to implement new accounting software that meets the accounting and financial reporting needs of all divisions of the Agency; and

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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BOARD MEMORANDUM

DATE: December 11, 2018

TO: Board of Directors

FROM: Eric Campbell *EC*
Chief Financial and Administrative Officer

SUBJECT: Approve a Resolution Authorizing Amendment No. 21 (Contract Extension Amendment) to the 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

SUMMARY

On April 30, 1963, the Castaic Lake Water Agency contracted with the State of California through the Department of Water Resources (DWR) for a water supply pursuant to the California Water Resources Development Bond Act. At its August 27, 2014 meeting, the Castaic Lake Water Agency, the predecessor in interest to the Santa Clarita Valley Water Agency, (collectively the "Agency") authorized the General Manager to approve Agreements in Principle (Exhibit A) to amend and extend the Agency's Water Supply Contract with DWR.

The current contract expires in 2038, and the State Water Project (SWP) repayment period runs through 2035. Because costs are amortized through 2035 and because capital improvement project bonds are not issued beyond 2035, the compressed financing period results in higher-than-normal annual costs. For this reason, the 29 SWP Contractors (Contractors) and DWR entered into negotiations to extend the term of the Water Supply Project Contracts. As a result of these negotiations, the Contractors and DWR have negotiated the Agreement in Principle (AIP) to extend the contract for 50 years to December 31, 2085 and to provide certain financial management enhancements. With the AIP as a foundation, DWR performed environmental review to comply with the California Environmental Quality Act (CEQA), and negotiated final contract language.

The substantive provisions for the State Water Project Contract Extension Amendment (Amendment) (Exhibit B) were finalized in February 2018 and presented to the Legislature at two informational sessions in July and September 2018. DWR approved the amendment on December 11, 2018.

DISCUSSION

The proposed Amendment extends the contract for 50 years to December 31, 2085 and provides certain financial management enhancements. The key financial management enhancements are a revised billing methodology to remedy the compressed financing period issue, establishment of a State Water Resources Development System (SWRDS) Finance Committee to provide a forum to discuss financial policy, and a creation of a new reserve and funding structure to deal with financial emergencies and specific reporting requirements.

Revised Billing Methodology

Under the current contract, certain costs are amortized through the project repayment period (currently 2035). The Amendment provides for a revised billing methodology known as “Freeze-Go.” Under this methodology, costs incurred before the “Freeze-Go” date will continue to be collected under the current methodology, and costs incurred after that date will be recovered on a current basis (pay-as-you-go). The Amendment also expands the facilities authorized for bond financing, limits supplemental billing and defines costs for the enhancement of fish and wildlife or the development of public recreation as non-reimbursable costs (i.e., not to be included in Contractor bills for water and power).

SWRDS Finance Committee

The Amendment includes establishing a SWRDS Finance Committee to provide a forum for Contractors and DWR to discuss high-level financial policy issues. The Committee will be comprised of five representatives from the Contractors and five from DWR. The Committee will make formal recommendations to the DWR Director. The Committee will meet at least two times per year. The Committee Charter provides for DWR to hire a SWRDS Chief Financial Manager to serve as a single point of authority over all SWRDS financial matters. Related to these efforts, the amendment also defines principles and guidelines for SWRDS financial reporting.

Funding Structure

Extending the contract and changing the billing methodology will change the current flow of funds. The Amendment provides a new funding and reporting structure to address this situation. In general, the General Operating Reserve Account is increased from \$22.7 million to \$150 million to deal with financial emergencies, a SWRDS Reinvestment Account is created to reinvest revenues in SWP facilities to generate a return on investment, and a SWRDS Support Account is created to provide funding for non-reimbursable expenditures. DWR will prepare regular reports on the status of these funds, and through the DWR Director, will share the reports with the SWRDS Finance Committee.

California Environmental Quality Act (CEQA)

The proposed Amendment is entirely financial in nature. It will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. As such, the Finance and Administrative Committee believes that the Amendment does not fall within CEQA’s definition of “project” and thus is not a project subject to CEQA. Nonetheless, DWR, acting as Lead Agency, prepared and circulated a Draft Environmental Impact Report (EIR) for the proposed Amendment in August 2016. On November 13, 2018, DWR certified the Final EIR for the Amendment. The Final EIR did not identify any significant impacts associated with the Amendment’s approval and implementation. Accordingly, CEQA did not require DWR to adopt Findings of Fact, Statement of Overriding Consideration, or Mitigation Monitoring and Reporting Program. The Final EIR can be found on the official DWR website at: <https://water.ca.gov/Programs/State-Water-Project/Management/Water-Supply-Contract-Extension>.

Before approving the proposed Amendment, the Agency, as a Responsible Agency under CEQA, is required to certify that it has reviewed and considered the information in the certified Final EIR.

On November 19, 2018, the Finance and Administration Committee discussed the Amendment and agreed to recommend that the Board of Directors approve the Amendment.

FINANCIAL CONSIDERATIONS

None at this time. However, extending the contract will address issues associated with a compressed financing period, which will reduce projected increases in DWR bills.

RECOMMENDATION

The Finance and Administration Committee recommends that the Board of Directors review and consider the certified Final EIR and adopt the attached resolution that certifies that the Board reviewed and considered the Final EIR; and approves adoption of the Amendment.

EC

Attachments



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RESOLUTION NO. _____

**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.

DRAFT

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EXHIBIT A

**AGREEMENT IN PRINCIPLE
CONCERNING EXTENSION OF THE STATE WATER PROJECT
WATER SUPPLY CONTRACTS
EXECUTION VERSION
JUNE 18, 2014**

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DATE: June 18, 2014

SUBJECT: Agreement in Principle Concerning Extension of the State Water Project¹ Water Supply Contracts

This document contains a statement of principles that could provide the foundation for an agreement between each State Water Project Contractor² (Contractor) and the Department of Water Resources (DWR or Department) that will extend and otherwise amend the Water Supply Contract between such Contractor and DWR.

Outline of Agreement in Principle

- | | | |
|-------|--------------|--------------------------------------|
| I. | Objective 1 | Term of Contract |
| II. | Objective 2A | Reserves |
| III. | Objective 2B | Accounts (SRA, SSA, FCA) |
| IV. | Objective 2C | Flow of Funds |
| V. | Objective 2D | Financial Management |
| VI. | Objective 2E | Supplemental Billing |
| VII. | Objective 2F | Cost Recovery |
| VIII. | Objective 2G | SWRDS Reporting Principles |
| IX. | Objective 2H | 51(e) Revenue Reporting Requirements |
| X. | Objective 3A | Simplification of Billing |
| XI. | Objective 3B | Replacement Accounting System |
| XII. | Objective 3C | Article 1(hh) |
| XIII. | Objective 3D | Billing Authorization |
| XIV. | Objective 4 | BDCP and DHCCP Participation |
| XV. | Provision 1 | Other Contract Provisions |
| XVI. | Provision 2 | Environmental Review Process |
| XVII. | Provision 3 | Authorized Representative Signatures |

¹ The State Water Project is the name commonly used to refer to the State Water Resources Development System (Water Code Section 12931)

² The State Water Project Contractors includes Alameda County Flood Control and Water Conservation District (Zone 7), Alameda County Water District, Antelope Valley-East Kern Water Agency, Castaic Lake Water Agency, City of Yuba City, Coachella Valley Water District, County of Butte, County of Kings, Crestline-Lake Arrowhead Water Agency, Desert Water Agency, Dudley Ridge Water District, Empire West Side Irrigation District, Kern County Water Agency, Littlerock Creek Irrigation District, The Metropolitan Water District of Southern California, Mojave Water Agency, Napa County Flood Control and Water Conservation District, Oak Flat Water District, Palmdale Water District, Plumas County Flood Control and Water Conservation District, San Bernardino Valley Municipal Water District, San Gabriel Valley Municipal Water District, San Geronimo Pass Water Agency, San Luis Obispo County Flood Control and Water Conservation District, Santa Barbara County Flood Control and Water Conservation District, Santa Clara Valley Water District, Solano County Water Agency, Tulare Lake Basin Water Storage District, and Ventura County Flood Control District.

STATEMENT OF PRINCIPLES

I. OBJECTIVE 1: TERM OF CONTRACT

A. Water Supply Contract Term Extension

1. Extend term of the SWP water supply contracts to December 31, 2085.

II. OBJECTIVE 2A: RESERVES

A. General Operating Account (GOA)

1. **Uses of GOA** - Cash flow deficiencies resulting from chargeable water supply purposes and/or during a SWRDS emergency for any SWRDS purpose.
2. **SWRDS Emergency** - An immediate, urgent, critical, unexpected, or impending situation that, in the judgment of the Director, Department of Water Resources (Director), may cause or pose a risk of causing injury, loss of life, damage to the property, impairment of the financial condition, and/or interference with the normal activities of the State Water Resources Development System which requires immediate attention and remedial action.
3. **Initial Cap** - Increase the authorized General Operating Account (GOA) initial cap to \$150 million in Article 51(a)(3).
4. **Cap Adjustment Determination** - Every five years subsequent to the year of the initial cap increase, there shall be a business case analysis on the GOA authorized cap including an evaluation of the cap and business risks associated with SWRDS cash flow provided to the SWRDS Finance Committee for recommendation to the Director regarding a GOA cap adjustment. If there is a decrease in the cap (but the cap shall not be lower than \$150 million), the excess funds would be transferred to the SWRDS Reinvestment Account (SRA).
5. **Cap Adjustment Funding Source (Pre-2035)** - Shall be the Director's discretion to use 51(e) revenues³, investment earnings retained in the GOA, and transfers of funds from the SRA and SWRDS Support Account (SSA).
6. **Cap Adjustment Funding Source (Post-2035)** - Shall be the Director's discretion to use the investment earnings retained in GOA and the funds within the SRA and SSA.
7. **Rate of Funding for Cap** - Limitation on the amount (\$2 million per year) and timing of additional contributions to the GOA contained in Article 51(e)(3)(v) will be deleted. DWR will be able to use any amount of available 51(e) revenues to increase funds in the GOA up to the authorized maximum GOA funding level and such funding shall be subordinate to the annual rate management reductions to the Contractors.

³ The definition and calculation of 51(e) revenues will be included in the contract amendment language.

8. **GOA Replenishment** - Replenishment of the use of GOA funds will come from charges to the Contractors to the extent the expended funds were spent on chargeable water supply purposes and from the SSA or other available revenues for costs not chargeable to the Contractors.
9. **GOA Reporting** - DWR will prepare monthly reports on the balance and use of the GOA for the Director, which will be provided to the SWRDS Finance Committee. The SWRDS Finance Committee will periodically review reporting frequency and make recommendations to the Director regarding reporting frequency.
10. **GOA Investment Earnings** - shall be used as follows:
 - a) Funding GOA to authorized GOA funding level;
 - b) Transferred, at the discretion of the Director, to the SSA and/or to the SRA.

III. **OBJECTIVE 2B: ACCOUNTS (SRA, SSA, FCA)**

A. **SWRDS Reinvestment Account (SRA)**

1. **Effective Date of SRA** - The SRA shall be established and take effect upon the effective date of the contract extension amendment.
2. **SRA Uses** - The primary purpose is to provide a post-2035 SWRDS revenue stream by investing SRA funds in chargeable SWRDS facilities and programs.
3. **Funding Source** - At the discretion of the Director, available Article 51(e)(1)(ii) revenues collected by the State pre-2035. The Director also has discretion to transfer funds from the SSA or the GOA.
4. **Cap on SRA** - There will be no Cap or Cap Adjustments to the SRA.
5. **SRA Investments** - At the discretion of the Director, authorized SRA investments shall be as follows:
 - a) Investment in SWRDS capital facilities, recovered at the prevailing municipal bond market rates corresponding to the SWRDS bond rating at the time of financing, in maturity ranges that may extend 10 to 50 years, provided that if the capital asset being financed has a useful life of less than 10 years, the investment may be recovered over a comparable period of less than 10 years;
 - b) Bridge financing of capital costs in lieu of the SWRDS commercial paper program;
and

- c) Allowable investments for SWRDS that generate a monetary return on investment.
- 6. **Use of SRA Funds** - At the discretion of the Director, the SRA funds, including but not limited to investment earnings, shall be used to:
 - a) Provide a source of replenishment funds to the SSA;
 - b) Provide a source of funds to be held in the SRA for investment purposes; and
 - c) Provide a funding source for funding level adjustments to the GOA.
- 7. **SRA Review** - The SWRDS Finance Committee is to be consulted about the investments and activities to be funded from the SRA.
- 8. **SRA Reporting** - DWR will prepare regular reports on the SRA for the Director, which reports will be provided to the SWRDS Finance Committee.

B. SWRDS Support Account (SSA)

- 1. **Effective Date of SSA** - The SSA shall be established and take effect upon the effective date of the contract extension amendment.
- 2. **SSA Uses** - The purpose of the SSA shall be to provide a source of funds to pay for non-chargeable expenditures where there are no funds or revenue sources available to pay for such costs. If reimbursement or a source of revenue is received after the expenditure is incurred this revenue shall be deposited in the SSA.
- 3. **SSA Review** - The SWRDS Finance Committee shall be consulted about the projects and activities to be funded from the SSA.
- 4. **SSA Reporting** - DWR will prepare regular reports on the SSA for the Director, which will be provided to the SWRDS Finance Committee.
- 5. **Initial Cap** - There would be no cap on the SSA.
- 6. **Funding Source for Initial Funding** - 51(e) revenues and/or the remaining balance of the State Water Facilities Capital Account (FCA) once the FCA is closed.
- 7. **SSA Replenishment** - Shall be accomplished through 1) reimbursements received for expenditures made from the SSA; 2) at the discretion of the Director, transfers from the SRA and/or from the GOA's available investment earnings, 3) deposits, in the discretion of the Director, from other available revenues, and 4) interest and other investment income retained in the SSA. DWR will not charge the Contractors to replenish the SSA for costs not chargeable to the Contractors under the Water Supply Contracts.

8. **SSA Interest Earnings** – At the Director’s discretion, retained in the SSA to reduce the annual SRA replenishment requirement.

C. State Water Facilities Capital Account (FCA)

1. The State Water Facilities Capital Account (FCA) pursuant to Article 51(c)(2)(v) shall be reviewed by the SWRDS Finance Committee after five years from the date of the contract amendment to recommend to the Director whether or not it should be closed and the balance of the account transferred to the SSA.

IV. OBJECTIVE 2C: FLOW OF FUNDS

A. Maintain the Monterey Amendment Article 51 Flow of Funds with the following edits/additions:

1. Increase Annual Rate Reductions to \$48 million. The Annual Rate Reductions shall no longer apply after December 31, 2035 and the applicable provisions in Article 51 shall be deleted as of that date.
2. After the \$48 million in annual rate reductions, the Director shall have the discretion to allocate and transfer up to 80% of available 51(e) revenues, as determined on a projected basis, and up to 100% on an actual basis into one or more of the following accounts:
 - a) General Operating Account (GOA)
 - b) SWRDS Support Account (SSA)
 - c) SWRDS Reinvestment Account (SRA)

After funds are deposited into a, b, and c above, any remaining available 51(e) revenues will remain in the Systems Revenue Account and will be tracked separately in DWR’s Enterprise Resource Planning (ERP) system. The Director will have full discretion over the use of these funds. DWR will prepare financial reports annually with supporting documentation of the determination and provide these reports to the Finance Committee.

3. Contractors shall agree to forego additional rate management reductions including additional rate management reductions to make up for deficiencies in past projected rate management reductions or to provide any additional rate management reductions above \$48 million annually pursuant to Article 51(e)(3). Effective with the contract amendment, Article 51(e)(3) shall be deleted.
4. The contract amendment shall specify those provisions in Article 51 that shall remain in effect after December 31, 2035 (such as the General Operating Account provision as it may be amended) and those provisions that will no longer apply after December 31, 2035 and shall be deleted as of that date.

5. Contractors shall agree to waive and release issues related to DWR's recent adjustment of the Contractors' responsibility for facilities south of Dos Amigos.

V. OBJECTIVE 2D: FINANCIAL MANAGEMENT

A. State Water Resources Development System Finance Committee

1. Immediately, the Department of Water Resources shall establish a joint Department of Water Resources and Contractor finance committee (Committee).
2. The membership of the Committee shall include both representatives from the Department of Water Resources and representatives from the Contractors.
3. The primary purpose of the Committee shall be to make recommendations to the Director of the Department of Water Resources concerning the financial policies of the State Water Resources Development System.
4. The Department of Water Resources and the Contractors shall describe the scope of the committee in a charter mutually agreeable to the Department of Water Resources and the Contractors.

VI. OBJECTIVE 2E: SUPPLEMENTAL BILLING

A. Supplemental Billing

1. The supplemental billing provisions authorized under Article 51(c)(4) shall remain in effect through December 31, 2035, unless the Director determines in his or her discretion to eliminate the use of supplemental billing prior to that date or upon Director's acceptance of a recommendation from the SWRDS Finance Committee. In full consultation with the SWRDS Finance Committee, DWR will review the System cash balances when the System's forecasted 120 days cash balance becomes critical. The Committee will make a recommendation for action to the Director. The supplemental billing provision may only be used when available System cash balances are projected to be less than an amount equal to 90 days operating expenditures⁴. The term "available System cash balances" shall mean the funds in the following California Water Resources Development Bond Fund accounts: System Revenue Account (to the extent the funds in the System Revenue Account are not projected to be needed for payment of Burns-Porter General Obligation Bond debt service for the next two years), GOA, SRA and SSA (to the extent the funds in the SSA are not projected to be needed for non-chargeable expenditures for the next two years).

⁴ A description of "operating expenditures" will be included in the contract amendment language.

VII. OBJECTIVE 2F: COST RECOVERY

A. Cost Recovery

1. In general, DWR should seek reimbursement for all SWRDS costs from the appropriate customers and users of SWRDS facilities, including the State. With respect to those SWRDS costs that are reimbursable by the Contractors, DWR should allocate financial responsibility for such costs in a manner that is both lawful and equitable, and which endeavors to recover such costs from the appropriate Contractors. If the Department proposes to not charge any Contractor the full amount that the Department is entitled to charge the Contractor under the contract, DWR shall bring a written proposal to the Finance Committee for purposes of developing a recommendation to the Director regarding the proposal. DWR shall submit such proposal in writing to the Finance Committee 90 days in advance of the Director issuing any decision and within such 90 day period the Finance Committee shall provide the Director with a recommendation regarding such proposal. Such proposals will comply with the structure set out in II.D.2 of the SWRDS Finance Committee Charter.

VIII. OBJECTIVE 2G: SWRDS REPORTING PRINCIPLES [EXHIBIT TO THE CONTRACT]

- A. During the term of the water supply contracts, it is likely that financial reports and financial management reports will change in scope, nature, and frequency. Regardless of the exact reports used, such reports shall follow the below principles and guidelines to the extent applicable.
 1. Principle 1: Financial reporting will be generated from the general ledger or data warehouse of the financial information system (system of record), such as SAP.
 - The financial system of record is the authoritative source for financial reporting data values in a system. To ensure data integrity, there must be one, and only one, system of record for financial reporting values.
 2. Principle 2: Financial reporting is not limited to annual financial statements but will be developed for regular reporting periods.
 3. Principle 3: Financial management reporting generated from other financial systems, such as Utility Cost Accounting Billing System (UCABS), will identify and analyze significant variances from prior years or budgets.
 4. Principle 4: Financial reporting and financial management reporting will identify unusual items and exceptions, and these items will be documented, reviewed, and resolved by management.

5. Principle 5: DWR will use standardized System-wide business rules and utilize a centralized financial system, such as SAP, UCABS, or other system, to provide controls/validations to ensure data integrity and reliable reporting.
6. Principle 6: DWR will use standardized data integrity rules in the development and publication of reports, including but not limited to the following:
 - (1) Data integrity refers to the accuracy and consistency of data stored in a database, data warehouse, data mart or other construct.
 - (2) Data integrity processes verify that data has remained unaltered in transit from creation to reception or remains unaltered in transit from one system to the next.
 - a. Data used outside of the Enterprise Resource Planning (ERP) systems to meet the reporting needs of Program will undergo any number of operations in support of decision-making, such as capture, storage, retrieval, update and transfer. It is important to have confidence that during these operations, the data will be kept free from corruption, modification and remain unaltered.
 - (3) Data with “integrity” has a complete or whole structure. Data values are standardized according to a data model and/or data type. All characteristics of the data must be correct – including business rules, relations, dates, definitions and lineage – for data to be complete.
 - (4) Data integrity is imposed within an ERP database when it is created and is authenticated through the ongoing use of error checking and validation routines.
 - (5) Data integrity state or condition is to be measured by the validity and reliability of the data values.
 - (6) Data integrity service and security maintains information exactly as it was input, and is auditable to affirm its reliability.

The SWRDS Finance Committee is charged with providing financial policy recommendations to the Director, and the Director has final discretion on whether or not to accept the recommendations. While the SWRDS Finance Committee is not charged with reviewing the content of financial reports, timely and accurate financial reporting and financial management reporting provides technical committees access to useful information that can be used to formulate proposals on financial policy matters that may be brought to the SWRDS Finance Committee.

IX. OBJECTIVE 2H: 51(e) REVENUE REPORTING REQUIREMENTS

A. 51(e) Revenue Report

1. Create and distribute the Annual Rate Reduction Determination Report. In addition, display the distribution of Gross Annual Revenues before Recreation, Fish and Wildlife

Expenditures, Facilities Capital Account and Rate Management Credits and Net Annual Revenues after Rate Management Credits to the accounts listed in item 2 below.

2. Create and distribute quarterly an Activity Report by fund-account for all uses, including but not limited to the following accounts:
 - a) General Operating Account (GOA)
 - b) SWRDS Support Account (SSA)
 - c) SWRDS Reinvestment Account (SRA)
 - d) Systems Revenue Account, 51(e) Sub-Account
 - e) Davis-Dolwig Fund
 - f) Facilities Capital Account
 - g) Suspended Costs
3. The Activity Report shall display the annual and accumulated 51(e) revenue and expenditure activity, including the beginning balance, the annual activity and the ending balance for the year.
4. Reporting data shall be auditable which includes an audit trail from the costing ledgers to the general ledger or the Bulletin 132 estimates to the Activity Report.
5. Report should have sufficient detail to provide comprehensive accounting of annual 51(e) revenues and the uses of annual 51(e) revenues to enable the SWRDS Finance Committee to assess the utilization of these revenues.

X. OBJECTIVE 3A: SIMPLIFICATION OF BILLING

A. Implement the Freeze-Go Billing Methodology

1. The freeze-go date shall be January 1 of the first calendar year starting six (6) months after the contract extension takes effect, but not earlier than January 1, 2017, provided that if the Department determines it to be necessary, the Department may rely on estimates and later true-up for billing and reporting purposes in the initial implementation years after the freeze go date.
2. Methodology will recover all costs incurred on and after the freeze-go date, by converting and authorizing repayment on a Pay-As-You-Go methodology.
3. Amend the definition of the Project Repayment Period to apply only to those costs incurred prior to the freeze-go date.
4. The term of the Project Repayment Period, January 1, 1961 through December 31, 2035, will remain the same.
5. The Water Systems Revenue Bond Surcharge will apply only to those costs incurred prior to the freeze-go date and will terminate at the completion of the Project Repayment Period.

6. Amend the definition of the Project Interest Rate to apply only to those costs incurred prior to the freeze-go date. No interest rate, including the Project Interest Rate, shall be applied to the over/under charges for costs incurred after the freeze-go date. The Project Interest Rate will remain 4.610%.
7. In identifying “costs incurred” for purposes of determining whether the cost is incurred before the freeze-go date or on or after the freeze-go date, the following shall apply:
 - a) Variable costs shall be deemed to occur when the goods or service is provided, regardless of when the expenditure for such goods or service is recorded in the financial information system;
 - b) Capital and minimum costs shall be deemed to occur when the expenditure for the goods or service is recorded in the financial information system, regardless of the date the goods or service is provided.

B. Defining the Pay-As-You-Go Repayment of Costs Incurred On and After the Freeze-Go Date

1. The annual cost recovery within a bill year for estimated annual operation, maintenance, power, and replacement costs for project conservation facilities.
2. The annual recovery of actual debt service, including repayment of the SRA, created by SWRDS financing activities, within a bill year for financed capital transportation and conservation facilities.
3. A capital asset which has a short useful life and/or will not have a substantial cost, may be charged to the Contractors in the year the cost is incurred. The SWRDS Finance Committee may review and make recommendations to the Director regarding the policy of charging the costs of such assets.

C. Defining the Pay-As-You-Go Repayment of Actual Debt Service from SWRDS Financing Capital Costs On and After the Freeze-Go Date

1. Authorize DWR to finance 100% of all capital costs.
2. Authorize DWR to use various methods of financing including Water System Revenue Bonds and SRA, with each method providing an annual repayment schedule which includes a principal and interest (debt service) component over the life of the financing.
3. Authorize DWR to bill an amount that is equal to the accumulated annual debt service payments due per the debt service schedules for SRA investments or matching dollar for dollar the SWRDS annual debt service payments including the bond cover requirements, providing 100% capital cost recovery at the financed interest rate over the term of the financing while meeting the additional bond debt cover requirements.

XI. OBJECTIVE 3B: REPLACEMENT ACCOUNTING SYSTEM (RAS)

A. Elimination of the Replacement Accounting System (RAS)

1. Eliminate the Replacement Accounting System (RAS) for Transportation and Conservation Facilities with the intent to have replacement costs treated as a minimum or capital cost.
2. The unencumbered cash balance of the RAS funds are to be returned to the SWP Contractors using the RAS allocation methodology.

XII. OBJECTIVE 3C: ARTICLE 1 (hh)

A. Expanding Water System Facilities Authorized to be Financed by Water System Revenue Bonds Under Article 1(hh)

1. Eliminate the January 1, 1987 date for existing facilities within Article 1(hh)(8); provision to now read as follows, " Finance all repairs, additions, and betterments to conservation or transportation facilities and to all other facilities described in this sub-article (hh) except for item (5) the land acquisition prior to December 31, 1995 for the Kern Fan Element of the Kern Water Bank."
2. Add provision to expand Article 1(hh) to include "Finance all other capital projects (i.e. projects and programs for which revenue bonds can be sold) mutually agreed upon in writing by DWR and 80% of the affected Contractors, provided that the approving Contractors' Table A amounts exceed 80% of the Table A amounts representing all affected Contractors". "Affected Contractors" means those Contractors which would be obligated to pay a share of the debt service for such project.

XIII. OBJECTIVE 3D: BILLING AUTHORIZATION

A. Billing Authorization

The Department, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the department, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs.

Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas,

water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public.

In administering this Contract “development of public recreation” shall include recreation capital and operation and maintenance.

XIV. OBJECTIVE 4: BDCP AND DHCCP PARTICIPATION

This Objective will not be part of the SWP contract amendment based on this AIP. Instead, Contractor participation in the BDCP and DHCCP will be addressed through a separate public negotiation and environmental review process to develop appropriate SWP water supply contract amendments. DWR has begun the administrative process that will be used to facilitate the public negotiations of such amendments. The first public negotiation session is scheduled for December 2014.

XV. PROVISION 1 – OTHER CONTRACT PROVISIONS

Except as amended, all provisions of the Water Supply Contract shall be and remain in full force and effect.

XVI. PROVISION 2 – ENVIRONMENTAL REVIEW PROCESS

DWR and the Contractors agree that this AIP is intended to be used during the environmental review process for the California Environmental Quality Act (CEQA), to define the proposed project description for the purposes of CEQA, and to permit the next steps of the water supply contract extension process, including scoping and the preparation of the EIR.


The AIP principles are not final contract language and do not represent a contractual commitment by either DWR or the Contractors to approve any proposed project, to sign contract amendments, or to extend the contract. By concurring with the AIP, DWR and the Contractors express their intent to move forward with the CEQA process with DWR as lead agency and the Contractors as responsible agencies, and ultimately develop a proposed project consisting of contractual amendments consistent with the AIP principles and prepare the EIR for consideration by DWR and the Contractors.

At the end of the CEQA process and in compliance with CEQA, DWR and the Contractors will each individually evaluate the EIR and contract amendments, exercise their independent judgment, and determine whether or not to certify the EIR, approve the proposed project and sign the contract amendments or to approve an alternative project. Consequently, even though DWR and the Contractors have agreed to the AIP for the purposes described in the preceding paragraphs, DWR and each Contractor retain their full discretion under CEQA to consider and adopt mitigation measures and alternatives, including the alternative of not going forward with the proposed project.

XVII. PROVISION 3 – AUTHORIZED REPRESENTATIVE SIGNATURES

DWR and each Contractor may express concurrence with this AIP by having their authorized representatives sign below. DWR and each Contractor will use their best efforts to make a decision whether to sign the AIP by September 1, 2014. The AIP may be signed in counterparts.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: 
Name: Mark W. Cowin
Title: Director
Date: 8/4/2014

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CASTAIC LAKE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

XVII. PROVISION 3 – AUTHORIZED REPRESENTATIVE SIGNATURES

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**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: G. F. Duerig
Title: General Manager
Date: 19 Sept 2014

ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CASTAIC LAKE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

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**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY WATER DISTRICT

By: Walter L. Wadlow
Name: WALTER L. WADLOW
Title: GENERAL MANAGER
Date: SEPTEMBER 24, 2014

ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CASTAIC LAKE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

XVII. PROVISION 3 – AUTHORIZED REPRESENTATIVE SIGNATURES

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**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: DAV FLOYD
Title: GENERAL MANAGER
Date: 9/15/14

CASTAIC LAKE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

XVII. PROVISION 3 – AUTHORIZED REPRESENTATIVE SIGNATURES

DWR and each Contractor may express concurrence with this AIP by having their authorized representatives sign below. DWR and each Contractor will use their best efforts to make a decision whether to sign the AIP by September 1, 2014. The AIP may be signed in counterparts.

**STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES**

By: _____
Name: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, ZONE 7

By: _____
Name: _____
Title: _____
Date: _____

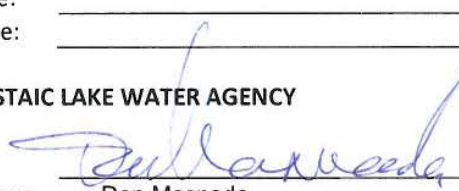
ALAMEDA COUNTY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____


ANTELOPE VALLEY – EASTERN KERN WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CASTAIC LAKE WATER AGENCY

By:  _____
Name: Dan Masnada
Title: General Manager
Date: August 27, 2014

CITY OF YUBA CITY

By: 
Name: Steven C. Kroeger
Title: City manager
Date: 7/16/14

COACHELLA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF KINGS

By: _____
Name: _____
Title: _____
Date: _____

CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

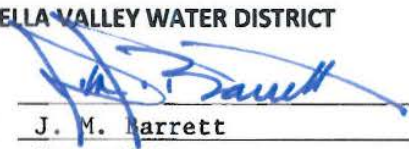
DESERT WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUBA CITY

By: _____
Name: _____
Title: _____
Date: _____

COACHELLA VALLEY WATER DISTRICT

By:  _____
Name: J. M. Barrett
Title: General Manager
Date: July 25, 2014

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF KINGS

By: _____
Name: _____
Title: _____
Date: _____

CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DESERT WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUBA CITY

By: _____
Name: _____
Title: _____
Date: _____

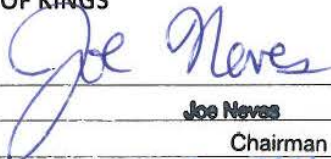
COACHELLA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF KINGS

By: 
Name: Joe Neves
Title: Chairman
Date: SEP 9 2014

CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DESERT WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUBA CITY

By: _____
Name: _____
Title: _____
Date: _____

COACHELLA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF KINGS

By: _____
Name: _____
Title: _____
Date: _____

CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: STEPHEN L. PLEASANT
Title: PRESIDENT, BOARD OF DIRECTORS
Date: 7/3/14

DESERT WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

CITY OF YUBA CITY

By: _____
Name: _____
Title: _____
Date: _____

COACHELLA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

COUNTY OF BUTTE

By: _____
Name: _____
Title: _____
Date: _____

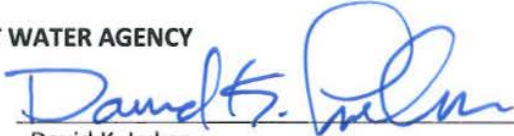
COUNTY OF KINGS

By: _____
Name: _____
Title: _____
Date: _____


CRESTLINE LAKE ARROWHEAD WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

DESERT WATER AGENCY

By: 
Name: David K. Luker
Title: General Manager
Date: August 19, 2014

DUDLEY RIDGE WATER DISTRICT

By: 
Name: DALE K. MELVILLE
Title: MANAGER - ENGINEER
Date: 8-13-2014

EMPIRE WESTSIDE IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____


THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

DUDLEY RIDGE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EMPIRE WESTSIDE IRRIGATION DISTRICT

By:  _____
Name: John Howe _____
Title: President _____
Date: 8/20/2014 _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

DUDLEY RIDGE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EMPIRE WESTSIDE IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: J. M. Beck
Name: James M. Beck
Title: General Manager
Date: 8/28/14

LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

DUDLEY RIDGE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EMPIRE WESTSIDE IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

LITTLEROCK CREEK IRRIGATION DISTRICT

By: *Travis Berglund*
Name: Travis Berglund
Title: General Manager
Date: 08/28/2014

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____


KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By:  _____
Name: Kirby Brill
Title: General Manager
Date: August 14, 2014

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

DUDLEY RIDGE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

EMPIRE WESTSIDE IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

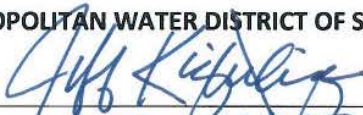
LITTLEROCK CREEK IRRIGATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

MOJAVE WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: 
Name: JEFFREY KIBETLINGER
Title: GENERAL MANAGER
Date: AUG. 27, 2014

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: Jill Techel
Name: Jill Techel
Title: Chairperson
Date: 11/14/2014

APPROVED AS TO FORM
Office of County Counsel
By: Robert C. Smith
Date: 11-10-2014

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: Kate Herold, Deputy
Secretary of the
District Board

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

APPROVED 10/21/14
FLOOD CONTROL & WATER
CONSERVATION DISTRICT
GLADYS I. COIL
SECRETARY OF THE DISTRICT
BY Greg Morgan Deputy

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: Anthea G. Hansen
Name: Anthea G. Hansen
Title: General Manager
Date: 8/26/14

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

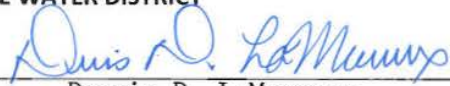
NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

By:  _____
Name: Dennis D. LaMoreaux
Title: General Manager
Date: August 28, 2014

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: *Douglas D. Headrick*
Name: Douglas D. Headrick
Title: General Manager
Date: August 19, 2014

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

NAPA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

OAK FLAT WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

PALMDALE WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

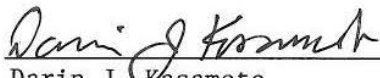
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

By: 
Name: Darin J. Kasamoto
Title: General Manager
Date: August 13, 2014

SAN GORGONIO PASS WATER AGENCY

By: Jeffrey W Davis
Name: Jeff Davis
Title: General Manager
Date: 7-22-14

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____


SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: 
Name: Beau Goldie
Title: Chief Executive Officer
Date: 8/28/14

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOLANO COUNTY WATER AGENCY

By: David Okita
Name: DAVID OKITA
Title: GENERAL MANAGER
Date: 8/15/14

TULARE LAKE BASIN WATER STORAGE DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SAN GORGONIO PASS WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

SAN LUIS OBISPO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

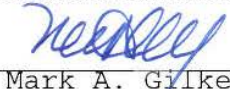
SANTA CLARA VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

SOLANO COUNTY WATER AGENCY

By: _____
Name: _____
Title: _____
Date: _____

TULARE LAKE BASIN WATER STORAGE DISTRICT

By: 
Name: Mark A. Giikey
Title: General Manager
Date: September 2, 2014

VENTURA COUNTY FLOOD CONTROL DISTRICT

By: *Bill Hicks*
Name: *Bill Hicks*
Title: *President, Casitas Municipal Water District,* *administrator for Ventura County*
Date: *September 10, 2014* *Flood Control District Contract*

EXHIBIT B

STATE WATER PROJECT WATER SUPPLY CONTRACT EXTENSION AMENDMENT
Preliminary Execution Version #2

STATE OF CALIFORNIA
CALIFORNIA NATURAL RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES

AMENDMENT NO. 21 (THE CONTRACT EXTENSION AMENDMENT)
TO WATER SUPPLY CONTRACT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES AND SANTA CLARITA VALLEY WATER
AGENCY FOR CONTINUED SERVICE AND THE TERMS AND CONDITIONS
THEREOF

THIS AMENDMENT to the Water Supply Contract is made this _____ day
of _____, 201_, pursuant to the provisions of the California Water
Resources Development Bond Act, the Central Valley Project Act, and other applicable
laws of the State of California, between the State of California, acting by and through its
Department of Water Resources, herein referred to as the "State," and Santa Clarita
Valley Water Agency, herein referred to as the "Agency."

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STATE WATER PROJECT WATER SUPPLY CONTRACT EXTENSION AMENDMENT
Preliminary Execution Version #2

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RECITALS

- A. The State and the Agency entered into and subsequently amended a water supply contract (the “contract”), dated November 4, 1960, providing that the State shall supply certain quantities of water to the Agency and providing that the Agency shall make certain payments to the State, and setting forth the terms and conditions of such supply and such payments; and
- B. Article 2 of the contract provides that the contract shall remain in effect for the longest of the following: (1) the project repayment period, which, as defined in the contract, is to end on December 31, 2035; (2) 75 years from the original date of the contract; and (3) the period ending with the latest maturity date of any bond issue used to finance the construction costs of project facilities; and
- C. The longest of the above referenced periods in Article 2 would have ended in this contract on April 30, 2038; and
- D. Article 4 of the contract provides that the Agency, by written notice to the State at least six (6) months prior to the expiration of the term of the contract (as specified in Article 2), may elect to receive continued service under the contract under certain conditions specified therein and under other terms and conditions that are reasonable and mutually agreed upon by the State and the Agency; and
- E. The State, the Agency and representatives of certain other State Water Project Contractors have negotiated and executed a document (Execution Version dated June 18, 2014), the subject of which is “Agreement in Principle Concerning Extension of the State Water Project Water Supply Contracts” (the “Agreement in Principle”); and
- F. The Agreement in Principle describes the terms and conditions of the continued service upon which the State and the Agency mutually proposed to develop contractual amendments consistent with the Agreement In Principle; and
- G. The State, the Agency and those Contractors intending to be subject to the contract amendments contemplated by the Agreement in Principle subsequently prepared an amendment to their respective contracts to implement the provisions of the Agreement in Principle, and such amendment was named the “Amendment for Continued Service and the Terms and Conditions Thereof”; and

STATE WATER PROJECT WATER SUPPLY CONTRACT EXTENSION AMENDMENT
Preliminary Execution Version #2

- H. The State and the Agency desire to implement continued service under the contract under the terms and conditions of this Amendment for Continued Service and the Terms and Conditions Thereof to the water supply contract; and
- I. The Agency's execution of this Amendment for Continued Service and the Terms and Conditions Thereof is the equivalent of the Agency's election under Article 4 to receive continued service under the contract under the conditions provided in Article 4, and the mutually agreed terms and conditions herein are the other reasonable and equitable terms and conditions of continued service referred to in Article 4.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the following changes and additions are hereby made to the Agency's water supply contract with the State:

AMENDED CONTRACT TEXT

I. ARTICLES 1, 2, 22 THROUGH 29, 50 AND 51 ARE DELETED IN THEIR ENTIRETY AND REPLACED WITH THE FOLLOWING TEXT:

1. DEFINITIONS.

When used in this contract, the following terms shall have the meanings hereinafter set forth:

(a) **"Additional Project Conservation Facilities"** shall mean the following facilities and programs, which will serve the purpose of preventing any reduction in the Minimum Project Yield as hereinafter defined:

(1) Those Project Facilities specified in Section 12938 of the Water Code;

(2) Those facilities and programs described in (A), (B), (C), (D), and (E) below which, in the State's determination, are engineeringly feasible and capable of producing Project Water which is economically competitive with alternative new water supply sources, *provided* that in the State's determination, the construction and operation of such facilities and programs will not interfere with the requested deliveries of Annual Table A Amount to any Contractor other than the sponsoring Contractor, and will not result in any greater annual charges to any Contractor other than the sponsoring Contractor than would have occurred with the construction at the same time of alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct.

The following facilities and programs shall hereinafter be referred to as "Local Projects":

(A) On-stream and off-stream surface storage reservoirs not provided for in Section 12938 of the Water Code, that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(B) Groundwater storage facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(C) Waste water reclamation facilities that will produce Project Water for the System for a period of time agreed to by the sponsoring Contractor;

(D) Water and facilities for delivering water purchased by the State for the System for a period of time agreed to by the sponsoring Contractor; *provided* that the economic test specified herein shall be applied to the cost of these facilities together with the cost of the purchased water; and

(E) Future water conservation programs and facilities that will reduce demands by the sponsoring Contractor for Project Water from the System for a period of time agreed to by the sponsoring Contractor and will thereby have the effect of increasing Project Water available in the Delta for distribution.

(3) Whether a Local Project described in (2) above shall be considered economically competitive shall be determined by the State by comparing, in an engineering and economic analysis, such Local Project with alternative new water supply sources which are either reservoirs located north of the Delta or off-Aqueduct storage reservoirs located south or west of the Delta designed to supply water to the California Aqueduct. The analysis for such alternative new water supply sources shall use the average cost per acre-foot of yield in the latest studies made for such sources by the State and shall compare those facilities with the proposed Local Project using commonly accepted engineering economics. In the case of a Local Project to be funded in part by the State as part of the System and in part from other sources, the economic analysis specified herein shall be applied only to the portion to be funded by the State as part of the System.

(4) The Local Projects in (2) above shall not be constructed or implemented unless or until:

(A) The sponsoring Contractor signs a written agreement with the State which:

(i) Contains the sponsoring Contractor's approval of such facility or program;

(ii) Specifies the yield and the period of time during which the water from the Local Project shall constitute Project Water; and

(iii) Specifies the disposition of such Local Project or of the yield from such Local Project upon the expiration of such period of time.

(B) All Contractors within whose boundaries any portion of such Local Project is located, and who are not sponsoring Contractors for such Local Project give their written approval of such Local Project.

(5) “Sponsoring Contractor” as used in this Article 1(a) shall mean the Contractor or Contractors who either will receive the yield from facilities described in 2(A), (B), (C), or (D) above, or agree to reduce demands for Project Water from the System pursuant to 2(E) above.

(6) In the event of a shortage in water supply within the meaning of Article 18(a), the determination of whether to count, in whole or in part, the yield from facilities described in 2(A), (B), (C), or (D) above, or the reduced demand from future conservation programs described in 2(E) above in the allocation of deficiencies among Contractors will be based on a project-by-project evaluation taking into consideration such factors as any limitation on the use of the water from such facilities and whether the sponsoring Contractor has access to Project Water from the Delta as an alternate to such facilities.

(b) **“Agricultural Use”** shall mean any use of water primarily in the production of plant crops or livestock for market, including any use incidental thereto for domestic or stock-watering purposes.

(c) **“Annual Table A Amount”** shall mean the amount of Project Water set forth in Table A of this Contract that the State, pursuant to the obligations of this contract and applicable law, makes available for delivery to the Agency at the delivery structures provided for the Agency. The term Annual Table A Amount shall not be interpreted to mean that in each year the State will be able to make that quantity of Project Water available to the Agency. The Annual Table A Amounts and the terms of this contract reflect an expectation that under certain conditions only a lesser amount, allocated in accordance with this contract, may be made available to the Agency. This recognition that full Annual Table A Amounts will not be deliverable under all conditions does not change the obligations of the State under this contract, including but not limited to, the obligations to make all reasonable efforts to complete the Project Facilities, to perfect and protect water rights, and to allocate among Contractors the supply available in any year, as set forth in Articles 6(b), 6(c), 16(b) and 18, in the manner and subject to the terms and conditions of those articles and this contract. Where the term “annual entitlement” appears elsewhere in this contract, it shall mean “Annual Table A Amount.” The State agrees that in future amendments to this and other Contractor’s contracts, in lieu of the term “annual entitlement,” the term “Annual Table A

Amount” will be used and will have the same meaning as “annual entitlement” wherever that term is used.

(d) **“Area of Origin Statutes”** shall mean Sections 10505 and 11460 through 11463 of the Water Code as now existing or hereafter amended.

(e) **“Article 51(e) Amounts”** shall mean the annual amounts determined pursuant to Article 51(e)(1).

(f) **“Billing Transition Date”** shall mean January 1 of the first calendar year starting at least six (6) months after the Contract Extension Amendment Effective Date.

(g) **“Burns-Porter Bond Act”** shall mean the California Water Resources Development Bond Act, comprising Chapter 8, commencing at Section 12930, of Part 6 of Division 6 of the Water Code, as enacted in Chapter 1762 of the Statutes of 1959.

(h) **“Capital Costs”** shall mean all costs Incurred subsequent to authorization of a facility for construction by the Legislature or by administrative action pursuant to Section 11290 of the Water Code and to the Burns-Porter Bond Act, including those so Incurred prior to the beginning of the Project Repayment Period as herein defined and any accrued unpaid interest charges thereon at the rates specified herein, which are properly chargeable to the construction of and the furnishing of equipment for the facilities of the System, including the costs of surveys, engineering studies, exploratory work, designs, preparation of construction plans and specifications, acquisition of lands, easements and rights-of-way, and relocation work, all as shown upon the official records of the Department of Water Resources.

(i) **“Carry-over Table A Water”** shall mean water from a Contractor’s Annual Table A Amount for a respective year, which is made available for delivery by the State in the next year pursuant to Article 12(e).

(j) **“Central Valley Project Act”** shall mean the Central Valley Act comprising Part 3, commencing at Section 11100, of Division 6 of the Water Code.

(k) **“Contract Extension Amendment”** shall mean the substantially similar amendments to the Contractors’ Water Supply Contracts that include, among other things, an extension of the term of the contract to December 31, 2085.

(l) **“Contract Extension Amendment Effective Date”** shall mean the date on which the Contract Extension Amendment becomes effective with regard to this contract. The State shall provide a written notice to the Agency specifying the Contract Extension Amendment Effective Date once the applicable conditions set out in the Contract Extension Amendment have been met.

(m) **“Contractor”** shall mean any entity that has executed, or is an assignee of, a contract of the type published in Department of Water Resources Bulletin No. 141,

dated November 1965, with the State for a dependable supply of water made available by the System, except such water as is made available by the facilities specified in Section 12934(d)(6) of the Water Code, as such contracts have been amended from time to time.

(n) **“Delta”** shall mean the Sacramento-San Joaquin Delta as defined in Section 12220 of the Water Code on the date of approval of the Burns-Porter Bond Act by the voters of the State of California.

(o) **“East Branch Aqueduct”** shall mean that portion of the San Joaquin Valley-Southern California Aqueduct specified in Section 12934(d)(2) of the Water Code extending from the South Portal of the Tehachapi Tunnels to a terminus in the vicinity of Perris, Riverside County.

(p) **“Economic Useful Life”** shall mean the period during which the State expects to derive economic benefit from using an asset, as determined by the State.

(q) **“Financial Information System”** shall mean the system of record designated by the State as the authoritative source for the recording of all financial data values relating to the System.

(r) **“Financing Costs”** shall mean the following:

- (1) principal of and interest on Revenue Bonds,
- (2) debt service coverage required by the applicable bond resolution or indenture in relation to such principal and interest,
- (3) deposits to reserves required by the bond resolution or indenture in relation to such Revenue Bonds, and
- (4) premiums for insurance or other security obtained in relation to such Revenue Bonds.

(s) **“Incurred”** shall mean the following with respect to the timing of a cost:

- (1) Capital Costs and operation, maintenance, and power costs allocated irrespective of the amount of Project Water delivered to the Contractors are “Incurred” when the expenditure for the good, service or other consideration is recorded in the State’s financial information system, regardless of the date the good, service or other consideration is provided; and
- (2) operation, maintenance, and power costs allocated in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractors are “Incurred” when the good, service or other consideration is provided, regardless of when the expenditure for the good, service or other

consideration is recorded in the financial information system.

(t) **“Initial Project Conservation Facilities”** shall mean the following Project Facilities specified in Section 12934(d) of the Water Code:

(1) All those facilities specified in subparagraph (1) thereof.

(2) Those facilities specified in subparagraph (3) thereof to the extent that they serve the purposes of water conservation in the Delta, water supply in the Delta, and transfer of water across the Delta.

(3) A reservoir near Los Banos in Merced County as specified in subparagraph (2) thereof.

(4) The reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to a reservoir near Los Banos in Merced County, to the extent required for water conservation through conveyance of water diverted from the Delta to offstream storage in such reservoir as determined by the State.

(5) Those facilities specified in subparagraph (5) thereof which are incidental to the facilities included under (1), (2), (3), and (4) above.

(6) Those facilities specified in subparagraph (7) thereof which are necessary and appurtenant to the facilities included under (1), (2), (3), (4), and (5) above.

(u) **“Interruptible Water”** shall mean Project Water available as determined by the State that is not needed for fulfilling Contractors’ Annual Table A Amount deliveries as set forth in their water delivery schedules furnished pursuant to Article 12 or for meeting project operational requirements, including storage goals for the current or following years.

(v) **“Manufacturing Use”** shall mean any use of water primarily in the production of finished goods for market.

(w) **“Maximum Annual Table A Amount”** shall mean the maximum annual amount set forth in Table A of this contract, and where the term “maximum annual entitlement” appears elsewhere in this contract it shall mean “Maximum Annual Table A Amount.”

(x) **“Minimum Project Yield”** shall mean the dependable annual supply of project water to be made available assuming completion of the initial project conservation facilities and additional project conservation facilities. The project’s capability of providing the Minimum Project Yield shall be determined by the State on the basis of coordinated operations studies of initial project conservation facilities and additional project conservation facilities, which studies shall be based upon factors

including but not limited to:

(1) the estimated relative proportion of deliveries for agricultural use to deliveries for municipal use assuming Maximum Annual Table A Amounts for all Contractors and the characteristic distributions of demands for these two uses throughout the year; and

(2) agreements now in effect or as hereafter amended or supplemented between the State and the United States and others regarding the division of utilization of waters of the Delta or streams tributary thereto.

(y) **“Monterey Amendment”** shall mean the substantially similar amendments to Contractors’ Water Supply Contracts that included, among other provisions, the addition of Articles 51 through 56.

(z) **“Municipal Use”** shall mean all those uses of water common to the municipal water supply of a city, town, or other similar population group, including uses for domestic purposes, uses for the purposes of commerce, trade or industry, and any other use incidental thereto for any beneficial purpose.

(aa) **“Nonproject Water”** shall mean water made available for delivery to Contractors that is not Project Water as defined in Article 1(ah).

(ab) **“Project Facilities”** shall mean those facilities of the System which will, in whole or in part, serve the purposes of this contract by conserving water and making it available for use in and above the Delta and for export from the Delta and from such additional facilities as are defined in Article 1(a)(2), and by conveying water to the Agency. Such Project Facilities shall consist specifically of “Project Conservation Facilities” and “Project Transportation Facilities”, as hereinafter defined.

(ac) **“Project Conservation Facilities”** shall mean such Project Facilities as are presently included, or as may be added in the future, under 1(a) and 1(t).

(ad) **“Project Interest Rate”** shall mean the following:

(1) Prior to the Billing Transition Date, the weighted average interest rate on bonds, advances, or loans listed in this section to the extent the proceeds of any such bonds, advances, or loans are for construction of the State Water Facilities defined in Section 12934(d) of the Water Code, the additional project conservation facilities, and the supplemental conservation facilities (except off-aqueduct power facilities; water system facilities; advances for delivery structures, measuring devices and excess capacity; and East Branch Enlargement Facilities). The Project Interest Rate shall be calculated as a decimal fraction to five places by dividing (i) the total interest cost required to be paid or credited by the State during the life of the indebtedness or advance by (ii) the total

of the products of the various principal amounts and the respective terms in years of all such amounts. The bonds, advances, or loans used in calculating the project interest rate shall be:

(A) General obligation bonds issued by the State under the Bond Act, except that any premium received on the sale of these bonds shall not be included in the calculation of the project interest rate,

(B) Revenue Bonds issued after May 1, 1969,

(C) Bonds issued by the State under any other authority granted by the Legislature or the voters,

(D) Bonds issued by any agency, district, political subdivision, public corporation, or nonprofit corporation of this State,

(E) Funds advanced by any Contractor without the actual incurring of bonded debt therefore, for which the net interest cost and terms shall be those which would have resulted if the Contractor had sold bonds for the purpose of funding the advance, as determined by the State,

(F) Funds borrowed from the General Fund or other funds in the Treasury of the State of California, for which the total interest cost shall be computed at the interest rate earned over the period of such borrowing by moneys in the Surplus Money Investment Fund of such Treasury invested in securities, and

(G) Any other financing capability available in the Treasury of the State of California at whatever interest rate and other financing costs are provided in the law authorizing such borrowing. However, the use of other financing from the State Treasury is intended to involve only short term borrowing at interest rates and other financing costs no greater than those charged to other State agencies during the same period until such time as the Department can sell bonds and reimburse the source of the short term borrowing from the proceeds of the bond sale.

(2) On and after the Billing Transition Date, the Project Interest Rate shall be four and six hundred and ten thousandths percent (4.610%) per annum.

(ae) **“Project Repayment Period”** shall mean that period of years commencing on January 1, 1961, and extending until December 31, 2035.

(af) **“Project Revenues”** shall mean revenues derived from the service of Project Water to Contractors and others, and from the sale or other disposal of electrical energy generated in connection with operation of Project Facilities.

(ag) **“Project Transportation Facilities”** shall mean the following Project Facilities:

(1) All those facilities specified in subparagraph (2) of Section 12934(d) of the Water Code except: The reservoir near Los Banos in Merced County; the reach of the San Joaquin Valley-Southern California Aqueduct extending from the Delta to the reservoir near Los Banos in Merced County, to the extent required for water conservation as determined by the State; the North Bay Aqueduct extending to a terminal reservoir in Marin County; the South Bay Aqueduct extending to terminal reservoirs in the Counties of Alameda and Santa Clara; the Pacheco Pass Tunnel Aqueduct extending from a reservoir near Los Banos in Merced County to a terminus in Pacheco Creek in Santa Clara County; and the Coastal Aqueduct beginning on the San Joaquin Valley-Southern California Aqueduct in the vicinity of Avenal, Kings County, and extending to a terminus at the Santa Maria River.

(2) Facilities for the generation and transmission of electrical energy of the following types:

(A) Hydroelectric generating and transmission facilities, whose operation is dependent on the transportation of Project Water, or on releases to channels downstream of Project Facilities defined under (1) above. Such facilities shall be called “project aqueduct power recovery plants”, and

(B) All other generating and associated transmission facilities, except those dependent on water from Project Conservation Facilities, for the generation of power. These facilities shall be called “off-aqueduct power facilities” and shall consist of the State’s interest in the Reid-Gardner and any other generating and associated transmission facilities, constructed or financed in whole or in part by the State, which are economically competitive with alternative power supply sources as determined by the State.

(3) Those facilities specified in subparagraph (7) of Section 12934(d) of the Water Code which are necessary and appurtenant to the facilities included under (1) and (2) above.

(ah) **“Project Water”** shall mean water made available for delivery to the Contractors by the Project Conservation Facilities and the Project Transportation Facilities included in the System.

(ai) **“Revenue Bonds”** shall mean the following types of instruments payable from the sources provided in the Central Valley Project Act: revenue bonds, notes, refunding bonds, refunding notes, bond anticipation notes, certificates of indebtedness,

and other evidences of indebtedness.

(aj) **“Subject to Approval by the State”** shall mean subject to the determination and judgment of the State as to acceptability.

(ak) **“Supplemental Conservation Facilities”** shall mean those facilities provided for in Section 12938 of the Water Code which will serve the purpose of supplying water in addition to the Minimum Project Yield and for meeting local needs.

(al) **“Supplemental Water”** shall mean water made available by Supplemental Conservation Facilities, in excess of the Minimum Project Yield.

(am) **“System”** shall mean the State Water Resources Development System as defined in Section 12931 of the Water Code.

(an) **“System Revenue Account”** shall mean the special account created pursuant to Water Code Section 12937(b) into which are deposited all revenues derived from the sale, delivery or use of water or power and all other income or revenue, derived by the State, from the System, with the exception of revenue attributable to facilities financed with revenue bonds issued pursuant to the Central Valley Project Act (Water Code Section 11100 et seq.).

(ao) **“Water Supply Contract”** shall mean one of the contracts described in the definition of Contractor in Article 1(m).

(ap) **“Water System Facilities”** shall mean the following facilities to the extent that they are financed with Revenue Bonds or to the extent that other financing of such facilities is reimbursed with proceeds from Water System Facility Revenue Bonds:

(1) The North Bay Aqueduct,

(2) The Coastal Branch Aqueduct,

(3) Delta Facilities, including Suisun Marsh facilities, to serve the purposes of water conservation in the Delta, water supply in the Delta, transfer of water across the Delta, and mitigation of the environmental effects of Project Facilities, and to the extent presently authorized as project purposes, recreation and fish and wildlife enhancement,

(4) Local projects as defined in Article 1(a)(2) designed to develop no more than 25,000 acre-feet of project yield from each project,

(5) Land acquisition prior to December 31, 1995, for the Kern Fan Element of the Kern Water Bank,

- (6) Additional pumps at the Banks Delta Pumping Plant,
- (7) The transmission line from Midway to Wheeler Ridge Pumping Plant,
- (8) Repairs, additions, and betterments to Project Facilities,
- (9) A Project Facilities corporation yard,
- (10) A Project Facilities operation center, and
- (11) Capital projects which are approved in writing by the State and eighty (80) percent of the affected Contractors as “Water System Facilities”, *provided that the approving Contractors’ Table A amounts exceed eighty (80) percent of the Table A amounts representing all affected Contractors and provided further that “affected Contractors” for purposes of this subdivision (11) shall mean those Contractors which would be obligated to pay a share of the debt service on Revenue Bonds issued to finance such project.*

(aq) **“Water System Facility Revenue Bonds”** shall mean Revenue Bonds issued after January 1, 1987 for Water System Facilities identified in Article 1(ap).

(ar) **“West Branch Aqueduct”** shall mean that portion of the San Joaquin Valley-Southern California Aqueduct specified in Section 12934(d)(2) of the Water Code extending from the South Portal of the Tehachapi Tunnels to a terminus in the vicinity of Newhall, Los Angeles County.

(as) **“Year”** shall mean the 12-month period from January 1 through December 31, both dates inclusive.

(at) **“Year of Initial Water Delivery”** shall mean the year when Project Water will first be available for delivery to a Contractor pursuant to its contract with the State.

2. TERM OF CONTRACT.

This contract shall become effective on the date first above written and shall remain in effect for the longer of the following:

1. December 31, 2085, or

2. The period ending with the latest maturity date of any bond issue used to finance the construction costs of Project Facilities.

22. DELTA WATER CHARGE

The payments to be made by each Contractor shall include an annual charge designated as the Delta Water Charge, which shall be separately calculated and stated for costs Incurred prior to the Billing Transition Date and costs Incurred on or after the Billing Transition Date.

(a) **Delta Water Charge for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply only to costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Costs of Project Conservation Facilities.* The Delta Water Charge for costs Incurred prior to the Billing Transition Date, together with the total revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities, shall return to the State during the Project Repayment Period all costs of the Project Conservation Facilities Incurred prior to the Billing Transition Date, including capital, operation, maintenance, power, and replacement costs, which are allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivisions (c)(1) through (c)(3) of this article.

(2) *Components of Charge.* For each Contractor receiving Project Water in any year through December 31, 1969, the Delta Water Charge shall be the product of \$3.50 and the Contractor's Annual Table A Amount for the respective year. For each Contractor receiving Project Water in the year 1970, the Delta Water Charge shall be the product of \$6.65 and the Contractor's Annual Table A Amount for that year. The \$6.65 rate for the year 1970 shall consist of a capital component of \$5.04 and a minimum operation, maintenance, power and replacement component of \$1.61. For each Contractor receiving Project Water in the year 1971, the Delta Water Charge shall be the product of \$7.24 and the Contractor's Annual Table A Amount for that year. The \$7.24 rate for the year 1971 shall consist of a capital component of \$5.44 and a minimum operation, maintenance, power and replacement component of \$1.80.

After December 31, 1971, the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall consist and be the sum of the following components as these are computed in accordance with subdivisions (a)(3) and (a)(4) of this article: a capital component; a minimum operation, maintenance, power and replacement component; and a variable operation, maintenance, power and replacement component.

(3) *Charge Components Expressed as Rates.* The Capital Cost, the minimum operation, maintenance, power, and replacement, and the variable operation, maintenance, power, and replacement components of the Delta Water

Charge for costs Incurred prior to the Billing Transition Date, together with that portion of the revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, shall return to the State during the Project Repayment Period, respectively, the following categories of the costs allocated to the purpose of water conservation in, above, and below the Delta pursuant to subdivisions (c)(1) through (c)(3) of this article:

(A) Capital Costs;

(B) operation, maintenance, power, and replacement costs Incurred irrespective of the amount of Project Water delivered to the Contractors; and

(C) operation, maintenance, power, and replacement costs Incurred in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractors;

provided that each of the above categories of costs shall be inclusive of the appropriate costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities. Each component of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall be computed on the basis of a rate which, when charged during the Project Repayment Period for each acre-foot of the sum of the yearly totals of Annual Table A Amounts of all Contractors, will be sufficient, together with that portion of the revenues derived prior to the Billing Transition Date from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, to return to the State during the Project Repayment Period all costs included in the respective category of costs covered by that component. Each such rate shall be computed in accordance with the following formula:

$$\frac{(c_1 - r_1)(1 + i)^{-1} + (c_2 - r_2)(1 + i)^{-2} + \dots + (c_n - r_n)(1 + i)^{-n}}{e_1(1 + i)^{-1} + e_2(1 + i)^{-2} + \dots + e_n(1 + i)^{-n}}$$

Where:

i = The Project Interest Rate.

- c = The total costs included in the respective category of costs and Incurred during the respective year of the Project Repayment Period (prior to the Billing Transition Date).
- r = That portion of the revenues derived from the sale or other disposal of electrical energy allocated by the State to repayment of the costs included in the respective category and Incurred during the respective year of the Project Repayment Period (prior to the Billing Transition Date).

1, 2, and n
appearing
below

c and r = The respective year of the Project Repayment Period during which the costs included in the respective category are Incurred, n being the last year of the Project Repayment Period.

e = With respect to the Capital Cost and minimum operation, maintenance, power, and replacement components, the total of Annual Table A Amounts of all Contractors for the respective year of the Project Repayment Period.

e = With respect to the variable operation, maintenance, power, and replacement component, the total of the amounts of Project Water delivered to all Contractors for the respective year of the expired portion of the Project Repayment Period, together with the total of Annual Table A Amounts of all Contractors for the respective year of the unexpired portion of the Project Repayment Period.

1, 2, and n
appearing

below e = The respective year of the Project Repayment Period in which the Annual Table A Amounts or Project Water deliveries occur, n being the last year of the Project Repayment Period.

n used
as an

exponent = The number of years in the Project Repayment Period.

(4) *Determination of Charge Components.* The Capital Cost and minimum operation, maintenance, power, and replacement components of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall be the product of the appropriate rate computed under subdivision (a)(3) of this article and the Contractor's Annual Table A Amount for the respective year. The

variable operation, maintenance, and power component of the charge shall be the product of the appropriate rate computed under subdivision (a)(3) of this article and the number of acre-feet of Project Water delivered to the Contractor during the respective year; *provided*, that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, such variable component during such period shall be the product of such rate per acre-foot and the sum of the number of acre-feet of Project Water delivered to the Contractor and the number of acre-feet wasted.

(5) *Redetermination of Rates.* The rates to be used in determining the components of the Delta Water Charge pursuant to subdivision (a)(4) of this article and to become effective on January 1, 1970, shall be computed by the State in accordance with subdivision (a)(3) of this article prior to that date. Such computation shall include an adjustment which shall account for the difference, if any, between revenues received by the State under the Delta Water Charge prior to January 1, 1970, and revenues which would have been received under the charge prior to that date had it been computed and charged in accordance with subdivisions (a)(3) and (4) of this article. Upon such computation, a document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article. The State shall recompute such rates each year thereafter, and each such recomputation shall take account of and reflect increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred to construct the Project Conservation Facilities described in subdivisions (c)(1) through (c)(3) of this article, Annual Table A Amounts, deliveries of Project Water, Project Interest Rate, revenues from the sale or other disposal of electrical energy, and all other factors which are determinative of such rates. In addition, each such recomputation shall include an adjustment of the rates for succeeding years which shall account for the differences, if any, between projections of costs used by the State in determining such rates for all preceding years, and actual costs Incurred by the State during such years. Upon each such recomputation, an appropriately revised copy of the document establishing such rates shall be prepared by the State and attached to this contract as an amendment of this article.

(6) *Water System Facility Revenue Bond Charges.* Notwithstanding provisions of Article 22(a)(1) through (5), the capital and the minimum operation, maintenance, power and replacement component of the Delta Water Charge for costs Incurred prior to the Billing Transition Date shall include an annual charge to recover the Agency's share of the portion of the Water System Facility Revenue Bond Financing Costs allocable to Project Conservation Facilities for Capital Costs Incurred prior to the Billing Transition Date. Charges to the Agency for these costs shall be calculated in accordance with Article 50(a).

(b) **Delta Water Charge for Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) of this article shall apply only to costs Incurred on or after the Billing Transition Date.

(1) *Components of the Delta Water Charge for Costs Incurred On or After the Billing Transition Date.* The Delta Water Charge for costs Incurred on or after the Billing Transition Date shall consist of the following components as these are computed in accordance with subdivisions (b)(2) through (b)(4) of this article:

(A) Capital component,

(B) Minimum operation, maintenance, power, and replacement component, and

(C) Variable operation, maintenance, and power component.

(2) *Determination of Charge Components.* These three components of the Delta Water Charge for each calendar year, together with that portion of the revenues derived during such calendar year from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities which is allocated by the State to repayment of the respective category of costs, shall return to the State during such calendar year the following categories, respectively, of the costs allocated pursuant to subdivisions (c)(1) through (c)(3) of this article to the purpose of water conservation in, above, and below the Delta.

(A) the capital component consisting of Capital Costs of Project Conservation Facilities to be recovered during such calendar year as and to the extent provided in subdivision (b)(3) of this article,

(B) the minimum operation, maintenance, power, and replacement component consisting of operation, maintenance, power, replacement costs of Project Conservation Facilities Incurred during such calendar year irrespective of the amount of Project Water delivered to the Contractors, and

(C) the variable operation, maintenance, and power component consisting of operation, maintenance, and power costs of Project Conservation Facilities Incurred during such calendar year in an amount

which is dependent upon and varies with the amount of Project Water delivered to the Contractors;

provided that each of the above categories of costs shall be inclusive of the appropriate costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities; and *provided further* that revenues generated in connection with the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities shall not reduce or be credited against charges pursuant to subdivision (b)(3)(D)(i) of this article (charges for Water System Facility Revenue Bond Financing Costs).

(3) *Categories of Capital Costs.*

(A) The amount of the capital component of the Delta Water Charge shall be determined in three steps as follows:

(i) first, an allocation to the Agency of Capital Costs of Project Conservation Facilities as provided in subdivisions (c)(1) through (c)(3) of this article,

(ii) second, a determination of the type and source of payment of each Capital Cost in accordance with subdivision (b)(3)(B) of this article, and

(iii) third, a computation of the annual payment to be made by the Agency as provided in subdivision (b)(3)(C) and (b)(3)(D) of this article.

(B) Annual Capital Costs of Project Conservation Facilities shall be divided into five categories of type and source of payment:

(i) Project Conservation Facility Capital Costs paid with the proceeds of Water System Facility Revenue Bonds,

(ii) Project Conservation Facility Capital Costs to be paid with the proceeds of Bonds issued under the Burns-Porter Bond Act,

(iii) Project Conservation Facility Capital Costs to be paid with amounts in the SWRDS Reinvestment Account,

(iv) Project Conservation Facility Capital Costs to be paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and

(v) Project Conservation Facility Capital Costs prepaid by the Agency.

(C) The projected amounts of Project Conservation Facility Capital Costs in each such category to be allocated annually to the Agency shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (c)(1) through (c)(3) and (b)(6) of this article, which principles and procedures shall be controlling as to allocations of Capital Costs to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such projected amounts will be set forth in Table B by the State.

**TABLE B
PROJECTED ALLOCATIONS TO
SANTA CLARITA VALLEY WATER AGENCY
OF PROJECT CONSERVATION FACILITY CAPITAL COSTS INCURRED ON OR
AFTER THE BILLING TRANSITION DATE**

Year	Projected Allocations in Thousands of Dollars				
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial	Costs Prepaid by the Agency
1*					
2					
3					

* Year commencing with the Billing Transition Date.

(D) The annual amount to be paid by the Agency under the capital component of the Delta Water Charge for each calendar year for costs Incurred on or after the Billing Transition Date shall consist of the following categories:

(i) Water System Facility Revenue Bonds: a charge determined in accordance with Article 50(b) to recover Water System Facility Revenue Bond Financing Costs Incurred during such calendar year that relate to the financing of Project Conservation Facilities,

(ii) Burns-Porter Act Bonds: a charge to recover the amount to be paid by the State of California during such calendar year in accordance with the Burns-Porter Bond Act for the principal of and interest on bonds issued under the Burns-Porter Bond Act on or after the Billing Transition Date for Project Conservation Facility Capital Costs,

(iii) SWRDS Reinvestment Account: a charge determined in accordance with subdivision (b)(5) of Article 61 to amortize Project Conservation Facility Capital Costs Incurred during prior calendar years (but not prior to the Billing Transition Date) that have been paid with amounts from the SWRDS Reinvestment Account, and

(iv) Capital Assets with Short Economic Life or Costs of which are Not Substantial: a charge to recover the Capital Costs to be Incurred during such calendar year of Project Conservation Facility assets with a short Economic Useful Life or the costs of which are not substantial as determined by the State and any such Capital Costs Incurred but not charged in the prior two calendar years.

(E) The projected amounts of each category of charges to be paid annually by the Agency under this capital component shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this subdivision (b), which principles and procedures shall be controlling as to allocations of types of capital component charges to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table C by the State.

**TABLE C
PROJECTED CHARGES TO
SANTA CLARITA VALLEY WATER AGENCY
UNDER THE CAPITAL COMPONENT OF THE DELTA WATER CHARGE FOR
COSTS INCURRED ON OR AFTER THE BILLING TRANSITION DATE**

Year	Projected Charges in Thousands of Dollars			
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial
1				
2				
3				

* Year commencing with the Billing Transition Date.

(4) *Minimum Operation, Maintenance, Power and Replacement Charge – Determination; Repayment Table.*

The amount to be paid each year by the Agency under the minimum operation, maintenance, power, and replacement component of the Delta Water Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (b)(6)(A) of this article; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table D by the State.

TABLE D
DELTA WATER CHARGE -- ESTIMATED MINIMUM OPERATION, MAINTENANCE,
POWER AND REPLACEMENT COMPONENT FOR COSTS INCURRED ON OR
AFTER THE BILLING TRANSITION DATE
SANTA CLARITA VALLEY WATER AGENCY

Year	Total Annual Payment by Agency
1*	
2	
3	
4	

* Year commencing with the Billing Transition Date.

(5) *Variable Operation, Maintenance and Power Charge–
Determination; Repayment Table.*

The amount to be paid each year by the Agency under the variable operation, maintenance and power component of the Delta Water Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in subdivision (b)(6)(B) of this article; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table E by the State.

TABLE E
DELTA WATER CHARGE -- ESTIMATED VARIABLE OPERATION, MAINTENANCE
AND POWER COMPONENT FOR COSTS INCURRED ON OR AFTER THE BILLING
TRANSITION DATE
SANTA CLARITA VALLEY WATER AGENCY

Year	Total Annual Payment by Agency
1*	
2	
3	
4	

* Year commencing with the Billing Transition Date.

(6) *Allocation of Charges to the Agency.*

(A) The capital and minimum operation, maintenance, and power components of the Delta Water Charge for each calendar year for costs Incurred on or after the Billing Transition Date shall be allocated to the Agency in proportion to the ratio of the Agency's Annual Table A Amount for such calendar year to the total of the Annual Table A Amounts for all Contractors for such calendar year.

(B) The variable operation, maintenance, and power component of the Delta Water Charge for each calendar year for costs Incurred on or after the Billing Transition Date shall be allocated to the Agency in proportion to the ratio of the number of acre-feet of Project Water delivered to the Agency during such calendar year to the number of acre-feet of Project Water delivered to all Contractors during such calendar year; *provided* that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, such variable component during such period shall be calculated as if the number of acre-feet wasted had been delivered.

(7) *Delta Water Charge -- Repayment Schedule.*

The amounts to be paid by the Agency for each year on or after the Billing Transition Date under the Capital Cost component, minimum operation, maintenance, power and replacement component and the variable operation, maintenance, and power component of the Delta Water Charge shall be set forth by the State in Table F, which Table F shall constitute a summation of Tables C, D, and E; *provided* that each of the amounts set forth in Table F shall be subject to redetermination by the State in accordance with Article 28; *provided further*

that the principles and procedures set forth in this Article 22 shall be controlling as to such amounts. Such amounts shall be paid by the Agency in accordance with the provisions of Article 29.

**TABLE F
REPAYMENT SCHEDULE -- DELTA WATER CHARGE FOR COSTS INCURRED ON
OR AFTER THE BILLING TRANSITION DATE
SANTA CLARITA VALLEY WATER AGENCY**

Year	Capital Cost Component	Minimum Component	Variable Component	Total
1*				
2				
3				
4				

* Year commencing with the Billing Transition Date.

(c) **Provisions Applicable to the Delta Water Charge for Costs Incurred Both Before and On or After the Billing Transition Date.** The provisions of this subdivision (c) shall be applicable to costs Incurred both prior to and on or after the Billing Transition Date.

(1) *Allocation of Costs to Project Purposes.*

(A) Prior to the time that Additional Project Conservation Facilities or Supplemental Conservation Facilities are constructed, the Delta Water Charge shall be determined on the basis of an allocation to project purposes, by the separable cost-remaining benefits method, of all actual and projected costs of all those Initial Project Conservation Facilities located in and above the Delta, and upon an allocation to the purposes of water conservation and water transportation, by the proportionate use of facilities method, of all actual and projected costs of the following Project Facilities located below the Delta: The aqueduct intake facilities at the Delta, Pumping Plant I (Harvey O. Banks Delta Pumping Plant), the aqueduct from the Delta to San Luis Forebay (O'Neill Forebay), San Luis Forebay (O'Neill Forebay), and San Luis Reservoir: *provided*, that all of the actual and projected costs properly chargeable to the generation and transmission of electrical energy in connection with operation of Project Conservation Facilities shall be allocated to the purpose of water conservation in, above, and below the Delta; *provided further*, that allocations to purposes the cost of which are to be paid by the United States shall be as determined by the United States.

(B) Wherever reference is made, in connection with the computation, determination, or payment of the Delta Water Charge, to the costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities that are reimbursable by the Contractors as determined by the State.

(C) The State, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the State, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs. Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas, water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public. In administering this Contract “development of public recreation” shall include recreation capital and operation and maintenance.

(2) *Additional Conservation Facilities.* Commencing in the year in which the State first awards a major construction contract for construction of a major feature of Additional Project Conservation Facilities, or first commences payments under a contract with a federal agency in the event a major feature of Additional Project Conservation Facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the foregoing allocations and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to the foregoing provisos, of all projected costs of such feature of the Additional Project Conservation Facilities; *provided*, that if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge computations until repayment of such deferred costs or interest thereon is commenced by the State; *provided, further*, that all costs of Additional Project Conservation Facilities Incurred prior to the award of a major construction contract, shall be included in the Delta Water Charge computations in the year in which they are Incurred.

(3) *Supplemental Conservation Facilities.* Upon the construction of the Supplemental Conservation Facilities, the Delta Water Charge shall be paid by

all Contractors for Supplemental Water, as well as by Contractors for Project Water, and, together with revenues derived from the sale or other disposal of electrical energy generated in connection with operation of Project Conservation Facilities and Supplemental Conservation Facilities, shall return to the State, in addition to those costs of the Project Conservation Facilities allocated to the purpose of water conservation, in, above, and below the Delta pursuant to subdivision (c)(1) of this article, all costs of such Supplemental Conservation Facilities, including capital, operation, maintenance, power, and replacement costs which are allocated to the purpose of water conservation, in, above, and below the Delta pursuant hereto. Commencing in the year in which the State first awards a major construction contract for construction of a major feature of any Supplemental Conservation Facilities, or first commences payments under a contract with a federal agency in the event a major feature of Supplemental Conservation Facilities is constructed by such federal agency under an agreement requiring the State to pay all or part of the costs of such construction, the Delta Water Charge shall be determined on the basis of the allocations made pursuant to subdivision (c)(1) of this article, and upon an allocation to project purposes, by the separable costs-remaining benefits method and subject to provisos corresponding to those contained in such subdivision (c)(1), of all projected costs of such feature of the Supplemental Conservation Facilities. Commencing in the same year, the computation of the rates to be used in determining the components of the Delta Water Charge shall include the Annual Table A Amounts under all contracts for Supplemental Water. If the repayment period of any bonds sold to construct Supplemental Conservation Facilities or the repayment period under any agreement with a federal agency for repayment of the costs of Supplemental Conservation Facilities constructed by such federal agency extends beyond the repayment period of the contract, the Delta Water Charge shall be determined and redetermined on the basis of such extended repayment period as the State determines to be appropriate; *provided*, that if the agreement with such federal agency allows repayment of costs of a portion of a facility to be deferred, the associated costs of such portion shall be excluded from the Delta Water Charge computations until repayment of such deferred costs or interest thereon is commenced by the State.

(4) *Local Projects.* The determination of the Delta Water Charge shall be made by including the appropriate costs and quantities of water, calculated in accordance with subdivisions (a) and (b) above, for all Additional Project Conservation Facilities as defined in Article 1(a). In the event a Local Project as defined in Article 1(a)(2) will, pursuant to written agreement between the State and the sponsoring Contractor, be considered and treated as an Additional Project Conservation Facility for less than the estimated life of the facility, the Delta Water Charge will be determined on the basis of that portion of the appropriate cost and water supply associated with such facility as the period of time during which such facility shall be considered as an Additional Project Conservation Facility bears to the estimated life of such facility. No costs for the construction or implementation of any Local Project are to be included in the

Delta Water Charge unless and until the written agreement required by Article 1(a) has been entered into.

(5) *Water Purchased By the State.* In calculating the Delta Water Charge under subdivisions (a) and (b) of this article, the component for operation, maintenance, power and replacement costs shall include, but not be limited to, all costs to the State Incurred in purchasing water, which is competitive with alternative sources as determined by the State, for delivery as Project Water.

(6) *Replacement Cost Treatment.* Replacement costs of Project Conservation Facilities shall be treated as either Capital Costs or as minimum operation, maintenance, power, and replacement costs, as determined by the State considering the Economic Useful Life of the asset being replaced and other relevant factors.

23. TRANSPORTATION CHARGE.

The payments to be made by each Contractor shall include an annual charge designated as the Transportation Charge, which shall be separately stated and calculated for costs Incurred prior to the Billing Transition Date and costs Incurred on or after the Billing Transition Date.

(a) **Transportation Charge for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) and Articles 24(a) and (c), 25 and 26 shall apply to costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Costs of Project Transportation Facilities.* The Transportation Charge for costs Incurred prior to the Billing Transition Date shall return to the State during the Project Repayment Period such costs of all Project Transportation Facilities necessary to deliver Project Water to the Contractor and which are allocated to the Contractor in accordance with the cost allocation principles and procedures hereinafter set forth.

(2) *Components of Transportation Charge for Costs Incurred Prior to the Billing Transition Date.* The Transportation Charge for costs Incurred Prior to the Billing Transition Date shall consist of a capital component; a minimum operation, maintenance, power, and replacement component; and a variable operation, maintenance and power component, as these components are defined in and determined under Articles 24(a) and (c), 25, and 26, respectively.

(b) **Transportation Charge for Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) and Articles 24(b) and (c), 25 and 26 shall apply to costs Incurred on or after the Billing Transition Date.

(1) *Recovery of Costs of Project Transportation Facilities.* The Transportation Charge for costs Incurred on or after the Billing Transition Date shall return to the State during each such calendar year all costs which are Incurred on or after the Billing Transition Date of all Project Transportation Facilities necessary to deliver Project Water to the Agency and which are allocated to the Agency in accordance with the cost allocation principles and procedures hereinafter set forth.

(2) *Components of Transportation Charge.* The Transportation Charge for costs Incurred on or after the Billing Transition Date shall consist of a capital component; a minimum operation, maintenance, and power component; and a variable operation, maintenance, and power component, as these components are defined in and determined under Articles 24(b) and (c), 25, and 26, respectively.

(c) **Segregation of Aqueduct Reaches for All Transportation Charge Purposes.** For the purpose of allocations of costs among Contractors pursuant to

subdivisions (a) and (b) of this article, and Articles 24, 25 and 26, the Project Transportation Facilities shall be segregated into such aqueduct reaches as are determined by the State to be necessary for such allocations of costs. Subject to such modifications as are determined by the State to be required by reason of any request furnished by the Agency to the State pursuant to Article 17(a) of this contract, or by reason of contracts entered into by the State with other Contractors, the aqueduct reaches of the Project Transportation Facilities, a portion of the costs of which may be allocated to the Agency, are established as provided in Table G; *provided* that those costs of the aqueduct reaches from the Delta through the outlet of San Luis Reservoir which are allocated to the purpose of water conservation in, above, and below the Delta for the purpose of determining the Delta Water Charge, as hereinbefore set forth, shall not be included in the Transportation Charge.

TABLE G
PROJECT TRANSPORTATION FACILITIES NECESSARY TO DELIVER WATER TO
SANTA CLARITA VALLEY WATER AGENCY

Aqueduct Reach	Major Features of Reach
Delta to Discharge Delta Pumping Plant:	Intake Channel Fish Protective Facilities Delta Pumping Plant (Pumping Plant I)
Discharge Delta Pumping Plant to San Luis Forebay:	Aqueduct
San Luis Forebay:	San Luis Forebay and Forebay Dam
San Luis Forebay to Kettleman City:	Aqueduct Mile 18 Pumping Plant
Kettleman City to Avenal Gap:	Aqueduct
Avenal Gap to Buena Vista Pumping Plant:	Aqueduct
Buena Vista Pumping Plant Wheeler Ridge Pumping Plant I:	Buena Vista Pumping Plant Aqueduct
Wheeler Ridge Pumping Plant I to Tehachapi Pumping Plant:	Wheeler Ridge Pumping Plant I Wheeler Ridge Pumping Plant II Aqueduct
Tehachapi Pumping Plant to South Portal Tehachapi Tunnels:	Tehachapi Pumping Plant (Pumping Plant VI) Tehachapi Tunnels
South Portal Tehachapi Tunnels to Junction, East and West Branches:	Cottonwood Power Plant Aqueduct
WEST BRANCH	
Junction, East and West Branches to West Branch Terminal Reservoir	Aqueduct West Branch Pumping Plant Power Development Plants
West Branch Terminal Reservoir	Castaic Reservoir and Dam, outlet facilities

(This table was labeled Table I in original contract provisions)

(d) Provisions Applicable to the Transportation Charge for Costs Incurred Both Before and On or After the Billing Transition Date.

(1) Wherever reference is made, in connection with the computation, determination, or payment of the Transportation Charge, to the allocation or payment of costs of any facility or facilities included in the System, such reference shall be only to those costs of such facility or facilities which are reimbursable by the Contractors as determined by the State.

(2) The State, in fixing and establishing prices, rates, and charges for water and power, shall include as a reimbursable cost of any state water project an amount sufficient to repay all costs incurred by the State, directly or by contract with other agencies, for the preservation of fish and wildlife and determined to be allocable to the costs of the project works constructed for the development of that water and power, or either. Costs incurred for the enhancement of fish and wildlife or for the development of public recreation shall not be included in the prices, rates, and charges for water and power, and shall be nonreimbursable costs. Such recreational purposes include, but are not limited to, those recreational pursuits generally associated with the out-of-doors, such as camping, picnicking, fishing, hunting, water contact sports, boating, and sightseeing, and the associated facilities of campgrounds, picnic areas, water and sanitary facilities, parking areas, viewpoints, boat launching ramps, and any others necessary to make project land and water areas available for use by the public. In administering this Contract "development of public recreation" shall include recreation capital and operation and maintenance.

24. TRANSPORTATION CHARGE -- CAPITAL COMPONENTS.

(a) **Transportation Charge Capital Component for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply only to Capital Costs Incurred prior to the Billing Transition Date.

(1) *Recovery of Capital Costs of Project Transportation Facilities Incurred Prior to the Billing Transition Date.* The amount of the capital component of the Transportation Charge for Capital Costs Incurred prior to the Billing Transition Date shall be determined in two steps as follows:

(A) first, an allocation of such costs to the Contractor in accordance with subdivision (a)(2) of this article, and

(B) second, a computation of annual payments to be made by the Contractor of such allocated costs and interest thereon, computed at the Project Interest Rate in accordance with subdivision (a)(3) of this article.

(2) *Allocation of Capital Costs of Project Transportation Facilities Incurred Prior to the Billing Transition Date.* The total amount of Capital Costs Incurred prior to the Billing Transition Date of each aqueduct reach to be returned to the State shall be allocated among all Contractors entitled to delivery of Project Water from or through such reach by the proportionate use of facilities method of cost allocation and in accordance with Article 23(c) and subdivision (c)(1) of this article.

The projected amounts of Capital Costs to be allocated annually to the Agency under the capital component of the Transportation Charge shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this subdivision (a) and subdivision (c)(1) of this article, which principles and procedures shall be controlling as to allocations of Capital Costs to the Agency. Such amounts will be set forth in Table H by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a), *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28.

**TABLE H
PROJECTED ALLOCATIONS OF CAPITAL COSTS INCURRED PRIOR TO THE
BILLING TRANSITION DATE OF
PROJECT TRANSPORTATION FACILITIES TO
SANTA CLARITA VALLEY WATER AGENCY**

Year	Projected Allocation in Thousands of Dollars
1*	
2	
3	
4	

* Year in which State commences construction of Project Transportation Facilities.
(This table was labeled Table C in original contract provisions)

(3) *Determination of Capital Component of Transportation Charge for Costs Incurred Prior to the Billing Transition Date.* The Agency’s annual payment of its allocated Capital Costs Incurred prior to the Billing Transition Date and interest thereon, computed at the Project Interest Rate and compounded annually, shall be determined in accordance with a repayment schedule established by the State and determined in accordance with the principles set forth in (A), (B), and (C) below, which principles shall be controlling as to the Agency’s payment of its allocated Capital Costs. The Agency’s repayment schedule will be set forth in Table I by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table I shall be subject to redetermination by the State, pursuant to Article 28.

(A) The Agency’s annual payment shall be the sum of the amounts due from the Agency on the Agency’s allocated Capital Costs for the then current year and for each previous year where each such amount will pay, in not more than fifty (50) equal annual installments of principal and interest, the Agency’s allocated Capital Costs for the respective year and interest thereon, computed at the Project Interest Rate and compounded annually.

(B) The Agency may make payments at a more rapid rate if approved by the State.

(C) Such annual Transportation Charge payments shall cease when all allocated Capital Costs and interest thereon, computed at the Project Interest Rate and compounded annually, are repaid.

TABLE I
TRANSPORTATION CHARGE FOR COSTS INCURRED PRIOR TO THE BILLING
TRANSITION DATE -- CAPITAL COST COMPONENT
SANTA CLARITA VALLEY WATER AGENCY
(In Thousands of Dollars)

Year	Annual Payment of Principal	Annual Interest Payment	Total Annual Payment by Agency
1*			
2**			
3			
4			

* Year in which State commences construction of Project Transportation Facilities.

** Year of first payment.

(This table was labeled Table D in original contract provisions)

(4) Notwithstanding provisions of subdivisions 24(a)(1) through (a)(3) of this article, the capital component of the Transportation Charge for costs Incurred prior to the Billing Transition Date shall include an annual charge to recover the Agency’s share of the portion of Water System Facility Revenue Bond Financing Costs allocable to Project Transportation Facilities. Charges to the Agency for these costs shall be calculated in accordance with Article 50(a).

(b) Transportation Charge Capital Component for Costs Incurred On or After the Billing Transition Date. The provisions of this subdivision (b) shall apply only to Capital Costs Incurred on or after the Billing Transition Date.

(1) The amount of the capital component of the Transportation Charge for costs Incurred on or after the Billing Transition Date shall be determined in three steps as follows:

(A) first, an allocation of Capital Costs to the Contractor as provided in subdivision (b)(2) of this article,

(B) second, a determination of the type and source of payment of each Capital Cost as provided in subdivision (b)(3) of this article, and

(C) third, a computation of the annual payment to be made by

the Contractor as provided in subdivision (b)(4) and (b)(5) of this article.

(2) The total amount of Capital Costs of each aqueduct reach to be returned to the State under the Transportation Charge for costs Incurred on or after the Billing Transition Date shall be allocated among all Contractors entitled to delivery of Project Water from or through the reach by the proportionate use of facilities method of cost allocation and in accordance with Article 23(c) and subdivision (c)(1) of this article.

(3) Annual Capital Costs of Project Transportation Facilities shall be divided into five categories of type and source of payment:

(A) Project Transportation Facility Capital Costs paid with the proceeds of Water System Facility Revenue Bonds,

(B) Project Transportation Facility Capital Costs paid with the proceeds of bonds issued under the Burns-Porter Bond Act,

(C) Project Transportation Facility Capital Costs paid with amounts in the SWRDS Reinvestment Account,

(D) Project Transportation Facility Capital Costs paid annually for assets that will have a short Economic Useful Life or the costs of which are not substantial, and

(E) Project Transportation Facility Capital Costs prepaid by the Agency.

The projected amounts of Project Transportation Facility Capital Costs of each type to be allocated annually to the Agency shall be determined by the State in accordance with the cost allocation principles and procedures set forth in Article 23(c)(1) through (c)(3) and this subdivision (b)(3), which principles and procedures shall be controlling as to allocations of each type of Capital Costs to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such projected amounts will be set forth in Table J by the State.

**TABLE J
PROJECTED ALLOCATIONS TO
SANTA CLARITA VALLEY WATER AGENCY
OF PROJECT TRANSPORTATION FACILITY CAPITAL COSTS INCURRED ON OR
AFTER THE BILLING TRANSITION DATE**

Year	Allocations in Thousands of Dollars				
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial	Costs Prepaid by the Agency
1*					
2					
3					

* Year commencing with the Billing Transition Date

(4) The capital component of the Transportation Charge for a calendar year for costs Incurred on or after the Billing Transition Date shall consist of the following to the extent the related Capital Costs are allocated to the Agency:

(A) Water System Facility Revenue Bond: a charge determined in accordance with Article 50(b) to recover Water System Facility Revenue Bond Financing Costs Incurred during such calendar year that relate to the financing of Water System Facilities that are Project Transportation Facilities,

(B) Burns-Porter Act Bonds: a charge to recover the amount to be paid by the State of California during such calendar year in accordance with the Burns-Porter Bond Act for the principal of and interest on bonds issued under the Burns-Porter Bond Act on or after the Billing Transition Date for Project Transportation Facility Capital Costs,

(C) SWRDS Reinvestment Account: a charge determined in accordance with subdivision (b)(5) of Article 61 to amortize Project Transportation Facility Capital Costs Incurred during prior calendar years

(but not prior to the Billing Transition Date) that have been paid with amounts from the SWRDS Reinvestment Account, and

(D) Capital Assets with Short Economic Life or Costs of which are Not Substantial: a charge to recover the Capital Costs to be Incurred during such calendar year of Project Transportation Facility assets with a short Economic Useful Life or the costs of which are not substantial as determined by the State and any such Capital Costs Incurred but not charged in the prior two calendar years,

(5) *Projected Charges.* The projected amounts of the charges to be allocated annually to the Agency under the capital component of the Transportation Charge for costs Incurred on or after the Billing Transition Date shall be determined by the State in accordance with the cost allocation principles and procedures set forth in this Article, which principles and procedures shall be controlling as to allocations of capital component charges to the Agency; *provided* that these amounts shall be subject to redetermination by the State in accordance with Article 28. Such amounts are projected to be as set forth in Table K by the State.

**TABLE K
PROJECTED CHARGES UNDER THE CAPITAL COMPONENT
OF THE TRANSPORTATION CHARGE FOR COSTS INCURRED ON OR AFTER THE
BILLING TRANSITION DATE TO
SANTA CLARITA VALLEY WATER AGENCY**

Year	Projected Charges in Thousands of Dollars			
	Costs to be Paid with Proceeds of Water System Facility Revenue Bonds	Costs to be Paid with the Proceeds of Bonds issued under the Burns-Porter Bond Act	Costs to be Paid with Amounts in the SWRDS Reinvestment Account	Costs to be Paid Annually for Assets That Will Have a Short Economic Useful Life or the Costs of which are Not Substantial
1*				
2				
3				

* Year commencing with the Billing Transition Date.

(c) **Provisions Applicable to the Transportation Charge For Costs Incurred Both Prior To and On or After the Billing Transition Date.** The provisions of this subdivision (c) shall be applicable to Capital Costs Incurred both prior to and on or after the Billing Transition Date.

(1) *Proportionate Use Factors.* The measure of the proportionate use by each Contractor of each reach shall be the average of the following two ratios:

(A) the ratio of the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach to the total of the Maximum Annual Table A Amounts of all Contractors to be delivered from or through the reach from the year in which charges are to be paid through the end of the Project Repayment Period, and

(B) the ratio of the capacity provided in the reach for the transport and delivery of Project Water to the Contractor to the total capacity provided in the reach for the transport and delivery of Project Water to all Contractors served from or through the reach from the year in which charges are to be paid through the end of the Project Repayment Period.

Allocations of Capital Costs to the Agency pursuant hereto shall be on the basis of relevant values which will be set forth in Table L by the State as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach of the Project Transportation Facilities for the transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that these values shall be subject to redetermination by the State in accordance with Article 28; *provided further* that the principles and procedures set forth in this subdivision shall be controlling as to allocations of Capital Costs to the Agency. Proportionate use of facilities factors for prior years shall not be adjusted by the State in response to changes or transfers of Table A Amounts among Contractors unless otherwise agreed by the State and the parties to the transfer and unless there is no impact on past charges or credits of other Contractors.

TABLE L

[TABLE L shall set forth the relevant values that shall serve as the basis for allocation of all Transportation Charge Costs]

(This table was labeled Table B in original contract provisions)

(2) *Determinations Using Proportionate Use Factors.* The total amount in each category of Capital Costs allocated to a Contractor shall be the sum of the products obtained when there is multiplied, for each aqueduct reach necessary to deliver water to the Contractor, the total amount of the Capital Costs of the reach in that category to be returned to the State under the Transportation Charge by the average of the two foregoing ratios for such reach as such average is set forth in the appropriate table included in its contract.

(3) *Excess Capacity.* In the event that excess capacity is provided in any aqueduct reach for the purpose of making Project Water available in the future to an agency or agencies with which the State has not executed contracts at the time of any allocation of costs pursuant to this subdivision, the prospective Maximum Annual Table A Amount or Amounts to be supplied by such excess capacity, as determined by the State, shall be deemed to be contracted for by such agency or agencies for the purpose of such allocation of costs, to the end that the Capital Costs of providing such excess capacity are not charged to any Contractor entitled by virtue of an executed contract to the delivery of Project Water from or through that aqueduct reach at the time of such allocation. Where additional capacity is provided in any aqueduct reach to compensate for loss of water due to evaporation, leakage, seepage, or other causes, or to compensate for scheduled outages for purposes of necessary investigation, inspection, maintenance, repair or replacement of the facilities of the Project Facilities, then, for the purpose of any allocation of costs pursuant to this subdivision:

(A) the Maximum Annual Table A Amount to be delivered from or through the reach of each Contractor entitled to delivery of Project Water from or through the reach shall be increased by an amount which bears the same proportion to the maximum annual delivery capability provided by such additional capacity that the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach bears to the total of the Maximum Annual Table A Amounts to be delivered from or through the reach under all contracts; and

(B) the capacity provided in the reach for each Contractor entitled to delivery of Project Water from or through the reach shall be increased in the same proportion that the Contractor's Maximum Annual Table A Amount to be delivered from or through the reach is increased pursuant to (A) above.

(4) *Power Facilities.* The Capital Costs of project aqueduct power recovery plants shall be charged and allocated in accordance with this Article 24.

The Capital Costs of off-aqueduct power facilities shall be charged and allocated in accordance with Article 25(d).

(5) *Capital Costs of Excess Capacity.* In the event that any Contractor, pursuant to Article 12(b), requests delivery capacity in any aqueduct reach which will permit maximum monthly deliveries to such Contractor in excess of the percentage amounts specified in such Article 12(b) for the uses designated therein, such Contractor shall furnish to the State, in advance of the construction of such aqueduct reach, funds sufficient to cover the costs of providing such excess capacity, which funds shall be in an amount which bears the same proportion to the total Capital Costs of such reach, including the costs of providing such excess capacity, as such excess capacity bears to the total capacity of such reach, including such excess capacity. For the purpose of any allocation of costs pursuant to subdivision (c)(1) of this article, the total Capital Costs of such aqueduct reach shall be allocated among all Contractors entitled to delivery of Project Water from or through the reach in the following manner:

(A) The costs which would have been Incurred for such reach had no such excess capacity been provided shall be estimated by the State and allocated among all such Contractors in the manner provided in such subdivision (c)(1); and

(B) the amount of the difference between such estimated costs and the projected actual costs of such reach shall be allocated to the Contractor or Contractors for which such excess capacity is provided.

Where such excess capacity is provided for more than one Contractor, the costs allocated to them under (B) above shall be further allocated between or among them in amounts which bear the same proportion to the total of such allocated costs as the amount of such excess capacity provided for the respective Contractor bears to the total of such excess capacity provided in such reach. In the event that the funds advanced by a Contractor pursuant to this subdivision are more or less than the costs so allocated to such Contractor under (B) above, the account of such Contractor shall be credited or debited accordingly.

(6) *Replacement Cost Treatment.* Replacement costs of Project Transportation Facilities shall be treated as either Capital Costs or as minimum operation, maintenance, power and replacement costs, as determined by the State considering the Economic Useful Life of the asset being replaced and other relevant factors.

(7) *East Branch Enlargement.* Notwithstanding provisions of Articles 24(a) through 24(c), Capital Costs associated with East Branch Enlargement Facilities as defined in Article 49(a) shall be collected under the capital component of the East Branch Enlargement Transportation Charge Article 49(d). Any Capital Costs of off-aqueduct power facilities associated with deliveries

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through East Branch Enlargement Facilities shall be charged and allocated in accordance with Article 25(d).

25. TRANSPORTATION CHARGE -- MINIMUM OPERATION, MAINTENANCE, POWER, AND REPLACEMENT COMPONENT.

The provisions of this article shall apply to costs incurred both prior to and on or after the Billing Transition Date.

(a) **Purpose.** The minimum operation, maintenance, power, and replacement component of the Transportation Charge shall return to the State those costs of the Project Transportation Facilities necessary to deliver water to the Contractor which constitute operation, maintenance, power, and replacement costs Incurred irrespective of the amount of Project Water delivered to the Contractor and which are allocated to the Contractor pursuant to subdivision (b) of this article; *provided* that to the extent permitted by law, the State may establish reserve funds to meet anticipated minimum replacement costs; and deposits in such reserve funds by the State: (1) shall be made in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the minimum replacement costs for the year in which such deposits are made.

(b) **Allocation.** The total projected minimum operation, maintenance, power, and replacement costs of each aqueduct reach of the Project Transportation Facilities for the respective year shall be allocated among all Contractors entitled to delivery of Project Water from such facilities by the proportionate use of facilities method of cost allocation, in the same manner and upon the same bases as are set forth for the allocation of Capital Costs in subdivisions (c)(1) through (c)(3) of Article 24; *provided* that such minimum operation, maintenance, power, and replacement costs as are Incurred generally for the Project Transportation Facilities first shall be allocated to each aqueduct reach in an amount which bears the same proportion to the total amount of such general costs that the amount of the costs Incurred directly for the reach bears to the total of all direct costs for all aqueduct reaches.

(c) **Determination; Repayment Table.** The amount to be paid each year by the Agency under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall be determined in accordance with subdivision (b) of this article on the basis of the relevant values to be set forth for the respective aqueduct reaches in Table L, included in Article 24; *provided* that these values shall be subject to redetermination by the State in accordance with Article 28. Such amounts and any appropriate interest thereon for costs incurred prior to the Billing Transition Date shall be set forth by the State in Table M as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table M shall be subject to redetermination by the State in accordance with Article 28.

**TABLE M
TRANSPORTATION CHARGE -- MINIMUM OPERATION MAINTENANCE, POWER,
AND REPLACEMENT COMPONENT
SANTA CLARITA VALLEY WATER AGENCY**

Year	Total Annual Payment by Agency*
1**	
2	
3	
4	

* Payment shall start with respect to each aqueduct reach in the year following the year in which the State completes construction of the respective reach.

** Year in which the State commences construction of Project Transportation Facilities.

(This table was labeled Table E in original contract provisions)

(d) **Off-Aqueduct Power Facilities.** Notwithstanding the provisions of subdivisions (a) through (c) of this Article or of Article 1(h), the costs of off-aqueduct power facilities shall be determined and allocated as follows:

(1) The off-aqueduct power costs shall include all annual costs the State incurs for any off-aqueduct power facility, which shall include, but not be limited to, power purchases, annual Financing Costs, and associated operation and maintenance costs of such facility, less any credits, interest earnings, or other monies received by the State in connection with such facility or Revenue Bonds issued to finance the Capital Costs of such facility. In the event the State finances all or any part of an off-aqueduct power facility directly from funds other than bonds or borrowed funds, in lieu of such annual principal and interest payments, the repayment of Capital Costs as to that part financed by such other funds shall be determined on the basis of the schedule that would have been required under Article 24.

(2) The annual costs of off-aqueduct power facilities as computed in (1) above shall initially be allocated among Contractors in amounts which bear the same proportions to the total amount of such power costs that the total estimated electrical energy (kilowatt hours) required to pump through Project Transportation Facilities the desired delivery of Annual Table A Amounts for that year, as submitted pursuant to Article 12(a)(1) and as may be modified by the State pursuant to Article 12(a)(2), bears to the total estimated electrical energy

(kilowatt hours) required to pump all such amounts for all Contractors through Project Transportation Facilities for that year, all as determined by the State.

(3) An interim adjustment in the allocation of the power costs calculated in accordance with (2) above, may be made in May of each year based on April revisions in approved schedules of deliveries of project and nonproject water for Contractors for such year. A further adjustment shall be made in the following year based on actual deliveries of project and nonproject water for Contractors; *provided, however*, that in the event no deliveries are made through a pumping plant, the adjustments shall not be made for that year at that plant.

(4) To the extent the monies received or to be received by the State from all Contractors for off-aqueduct power costs in any year are determined by the State to be less than the amount required to pay the off-aqueduct power costs in such year, the State may allocate and charge that amount of off-aqueduct power costs to the Agency and other Contractors in the same manner as costs under the capital component of the Transportation Charge are allocated and charged. After that amount has been so allocated, charged and collected, the State shall provide a reallocation of the amounts allocated pursuant to this paragraph (4), such reallocation to be based on the allocations made pursuant to (2) and (3) above for that year, or in the event no such allocation was made for that year, on the last previous allocation made pursuant to (2) and (3) above. Any such reallocation of costs incurred prior to the Billing Transition Date shall include appropriate interest thereon at the Project Interest Rate.

(e) The total minimum operation, maintenance, power and replacement component due that year from each Contractor shall be the sum of the allocations made under the proportionate use of facilities method provided in subdivision (b) of this article and the allocations made pursuant to subdivision (d) of this article for each Contractor.

(f) Notwithstanding provisions of Articles 25(a) through 25(c) and 25(e), minimum operation, maintenance, power, and replacement costs associated with deliveries through East Branch Enlargement Facilities as defined in Article 49(a) shall be collected under the minimum operation, maintenance, power, and replacement component of the East Branch Enlargement Transportation Charge as determined under Article 49(e).

26. TRANSPORTATION CHARGE -- VARIABLE OPERATION, MAINTENANCE AND POWER COMPONENT.

The provisions of this article shall apply to costs Incurred both prior to and on or after the Billing Transition Date.

(a) **Purpose.** The variable operation, maintenance, and power component of the Transportation Charge shall return to the State those costs of the Project Transportation Facilities necessary to deliver water to the Contractor which constitute operation, maintenance, power and replacement costs Incurred in an amount which is dependent upon and varies with the amount of Project Water delivered to the Contractor and which are allocated to the Contractor pursuant to (1) and (2) below; *provided* that to the extent permitted by law, the State may establish reserve funds to meet anticipated variable replacement costs; and deposits in such reserve funds by the State: (1) shall be made in such amounts that such reserve funds will be adequate to meet such anticipated costs as they are incurred, and (2) shall be deemed to be a part of the variable replacement costs for the year in which such deposits are made.

(b) **Determination.** The amount of this variable operation, maintenance, and power component shall be determined as follows:

(1) *Determination of Charge Per Acre-Foot.* There shall be computed for each calendar year for each aqueduct reach of the Project Transportation Facilities a charge per acre-foot of water which will return to the State the total projected variable operation, maintenance and power costs of the reach for such calendar year. This computation shall be made by dividing such total by the number of acre-feet of Project Water estimated to be delivered from or through the reach to all Contractors during the year.

(2) *Determination of Charge Per Reach to the Contractor.* The amount of the variable component shall be the product of the sum of the charges per acre-foot of water, determined under (1) above, for each aqueduct reach necessary to deliver water to the Contractor, and the number of acre-feet of Project Water delivered to the Contractor during the year through such reach; *provided* that when Project Water has been requested by a Contractor and delivery thereof has been commenced by the State, and, through no fault of the State, such water is wasted as a result of failure or refusal by the Contractor to accept delivery thereof, the amount of such variable component to be paid by such Contractor during such period shall be the product of the above sum and the sum of the number of acre-feet of Project Water delivered to the Contractor and the number of acre-feet wasted.

(c) **Credit Relating to Project Aqueduct Power Recovery Plants.** There shall be credited against the amount of the variable operation, maintenance, and power component to be paid by each Contractor, as determined pursuant to subdivision (a) of this article, a portion of the projected net value of any power recovered during the

respective year at project aqueduct power recovery plants located upstream on the particular aqueduct reach from the delivery structures for delivery of Project Water to the Contractor. Such portion shall be in an amount which bears the same proportion to such projected net value that the number of acre-feet of Project Water delivered to the Contractor through such plants during the year bears to the number of acre-feet of Project Water delivered to all Contractors through such plants during the year.

(d) **Determination of Total Variable Component Charge.** The amount to be paid each year by the Agency under the variable operation, maintenance, and power component of the Transportation Charge shall be determined in accordance with subdivision (a) of this article for the respective aqueduct reaches in Table L included in Article 24. Such amounts and any appropriate interest thereon for costs incurred prior to the Billing Transition Date shall be set forth by the State in Table N as soon as designs and cost estimates are prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a); *provided* that the amounts set forth in Table N shall be subject to redetermination by the State in accordance with Article 28.

**TABLE N
TRANSPORTATION CHARGE -- ESTIMATED VARIABLE OPERATION,
MAINTENANCE, AND POWER COMPONENT
SANTA CLARITA VALLEY WATER AGENCY**

Year	Total Annual Payment by Agency*
1**	
2	
3	
4	

* Payments start with year of initial water delivery.

** Year in which the State commences construction of the Project Conservation Facilities.

(This table was labeled Table F in original contract provisions)

(e) **No Separate Variable Component for East Branch Enlargement Facilities.** There shall be no separate variable operation, maintenance, and power component for deliveries of water through East Branch Enlargement Facilities defined in Article 49(a).

27. TRANSPORTATION CHARGE -- REPAYMENT SCHEDULE.

The amounts to be paid by the Agency for each year under the Capital Cost and minimum operation, maintenance, power, and replacement components of the Transportation Charge, and under the variable operation, maintenance, and power component of such charge on the basis of then estimated deliveries, shall be set forth by the State in Table O as soon as designs and cost estimates have been prepared by it subsequent to receipt of requests from the Agency as to the maximum monthly delivery capability to be provided in each aqueduct reach for transport and delivery of Project Water to the Agency, pursuant to Article 17(a), which Table O shall constitute a summation of Tables I, K, M, and N; *provided* that each of the amounts set forth in Table O shall be subject to redetermination by the State in accordance with Article 28; *provided further* that the principles and procedures set forth in Articles 24, 25, and 26 shall be controlling as to such amounts. Such amounts shall be paid by the Agency in accordance with the provisions of Article 29.

**TABLE O
REPAYMENT SCHEDULE--TRANSPORTATION CHARGE
SANTA CLARITA VALLEY WATER AGENCY**

Year	Capital Cost Component	Minimum Component	Variable Component	Total
1*				
2**				
3				
4				

* Year in which State commences construction of Project Transportation Facilities.

** Year of first payment.

(This table was labeled Table G in original contract provisions)

**28. DELTA WATER CHARGE AND TRANSPORTATION CHARGE --
REDETERMINATION.**

(a) **Redetermination of Transportation Charges for Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply only to costs Incurred prior to the Billing Transition Date.

(1) *Determinative Factors Subject to Retroactive Change.* The State shall redetermine the values and amounts set forth in Tables H through O (referred to in the original contract provisions as Tables B through G) of this contract in the year following the year in which the State commences construction of the Project Transportation Facilities and each year thereafter during the Project Repayment Period in order that the Transportation Charge to the Agency and the components thereof may accurately reflect the increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred prior to the Billing Transition Date to construct the Project Transportation Facilities described in Table G of this contract, Annual Table A Amounts, estimated deliveries, Project Interest Rate, and all other factors which are determinative of such charges. In addition, each such redetermination shall include an adjustment of the components of the Transportation Charge to be paid by the Agency for succeeding years which shall account for the differences, if any, between those factors used by the State in determining the amounts of such components for all preceding years and the factors as then currently known by the State. Such adjustment shall be computed by the State and paid by the Agency or credited to the Agency's account in the manner described in (b) and (c) below.

(2) *Adjustment: Transportation Charge -- Capital Component For Costs Incurred Prior to the Billing Transition Date.* Adjustments for prior underpayments or overpayments of the capital component of the Transportation Charge to the Agency for costs Incurred prior to the Billing Transition Date, together with accrued interest charges or credits thereon computed at the then current Project Interest Rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination, shall be paid in the year following the redetermination; *provided* that the Agency may elect to exercise the option whereby when the redetermined Transportation Charge for the following year, with adjustments, including adjustments of the operation, maintenance, power, and replacement components provided for in subdivision (a)(3) of this article, is more or less than the last estimate of the charge provided pursuant to Article 27 for the corresponding year, without adjustments, an amount equal to the total of such difference shall be deducted

from or added to the adjusted capital component for that year and paid or credited in accordance with the following schedule:

Percent that Transportation Charge for costs Incurred prior to the Billing Transition Date differs from last estimate (+ or -)	Period, in years, for amortizing the difference in indicated charge
for 10% or less	no amortization
more than 10%, but not more than 20%	2
more than 20%, but not more than 30%	3
more than 30%, but not more than 40%	4
more than 40%	5

Such payments or credits shall be equal semi-annual amounts of principal and interest on or before the 1st day of January and the 1st day of July, with interest computed at the Project Interest Rate and compounded annually, during varying amortization periods as set forth in the preceding schedule; *provided* that for the purpose of determining the above differences in the Transportation Charge for costs Incurred prior to the Billing Transition Date, the variable operation, maintenance, and power component shall be computed on the basis of the same estimated Project Water deliveries as was assumed in computing pursuant to Article 26(c).

(3) *Adjustment: Transportation Charge -- Minimum and Variable Components for costs Incurred prior to the Billing Transition Date.* One-twelfth of the adjustments for prior underpayments or overpayments of the Agency's minimum and variable operation, power, and replacement components for each year shall be added or credited to the corresponding components to be paid in the corresponding month of the year following the redetermination, together with accrued interest charges or credits thereon computed at the then current Project Interest Rate on the amount of the underpayment or overpayment and compounded annually for the number of years from the year the underpayment or overpayment occurred to and including the year following the redetermination.

(4) *Exercise of Option.* The option provided for in subdivision (a)(2) of this article shall be exercised in writing on or before the January 1 due date of the first payment of the capital component of the Transportation Charge for the year in which the option is to become effective. Such option, once having been exercised, shall be applicable for all of the remaining years of the Project Repayment Period.

(5) *Project Interest Rate Adjustments.* Notwithstanding the provisions of subdivision (a)(2) of this article, adjustments for prior overpayments and

underpayments shall be repaid beginning in the year following the redetermination by application of a unit rate per acre-foot which, when paid for the projected portion of the Agency's Annual Table A Amount will return to the State, during the Project Repayment Period, together with interest thereon computed at the Project Interest Rate and compounded annually, the full amount of the adjustments resulting from financing after January 1, 1987, from all bonds, advances, or loans listed in Article 1(ad) except for Article 1(ad)(3) and except for bonds issued by the State under the Central Valley Project Act after January 1, 1987 for facilities not listed among the Water System Facilities in Article 1(ap). Notwithstanding the immediately preceding exception, such amortization shall also apply to any adjustments in this component charge resulting from a change in the Project Interest Rate due to any refunding after January 1, 1986 on bonds issued under the Central Valley Project Act. However, amortization of adjustments resulting from items listed in subdivisions (1)(ad)(4) through (7) of Article 1 shall be limited to a period which would allow the Department to repay the debt service on a current basis until such time as bonds are issued to reimburse the source of such funding. In no event shall this amortization period be greater than the Project Repayment Period.

(6) *No Adjustment of Water System Facility Revenue Bond Financing Costs.* The use of Water System Facility Revenue Bonds for financing facilities listed in Article 1(ap) shall not result in adjustments for prior underpayments or overpayments of the capital component of the Transportation Charge to the Agency under the provisions of this article. In place of making such adjustments, charges to the Agency for Water System Facility Revenue Bond Financing Costs will be governed by Article 50(a).

(b) **Redetermination of Delta Water Charges and Transportation Charges for Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) shall apply only to costs Incurred on or after the Billing Transition Date.

(1) *Determinative Factors Subject to Retroactive Change.* The State shall redetermine the values and amounts set forth in Tables B through F and Tables J through O of this contract each calendar year commencing on or after the Billing Transition Date in order that the Delta Water Charge and the Transportation Charge to the Agency for costs Incurred on or after the Billing Transition Date and the components thereof may accurately reflect the increases or decreases from year to year in projected costs, outstanding reimbursable indebtedness of the State Incurred to construct Project Conservation Facilities and Project Transportation Facilities, Annual Table A Amounts, estimated deliveries, and all other factors which are determinative of such charges. In addition, each such redetermination shall include an adjustment of the components of the Delta Water Charge and Transportation Charge to be paid by the Agency for succeeding years which shall account for the differences, if any, between those factors used by the State in determining the amounts of such components for all preceding years and the factors as then currently known by the State, as

applicable. Such adjustment shall be computed by the State and paid by the Agency or credited to the Agency's account in the manner described in subdivisions (b)(2) and (b)(3) of this article.

(2) *Adjustment: Delta Water Charge and Transportation Charge -- Capital Components for Costs Incurred On or After the Billing Transition Date.* Adjustments for prior underpayments or overpayments of the capital component of the Delta Water Charge and the Transportation Charge to the Agency for costs incurred on or after the Billing Transition Date shall be paid in the year following the redetermination.

(3) *Adjustment: Delta Water Charge and Transportation Charge -- Minimum and Variable Components for Costs Incurred On or After the Billing Transition Date* One-twelfth of the adjustments for prior underpayments or overpayments of the Agency's minimum operation, maintenance, power, and replacement component and variable operation, maintenance and power component of the Delta Water Charge and Transportation Charge for each year shall be added or credited to the corresponding components to be paid in the corresponding month of the year following the redetermination.

29. TIME AND METHOD OF PAYMENT OF DELTA WATER CHARGE AND TRANSPORTATION CHARGE.

The provisions of this article shall apply to costs Incurred both prior to and on or after the Billing Transition Date. References to the Delta Water Charge shall include the Delta Water Charge for costs Incurred prior to the Billing Transition Date and the Delta Water Charge for costs Incurred on or after the Billing Transition Date, separately, as applicable, and references to the Transportation Charge shall include the Transportation Charge for costs Incurred prior to the Billing Transition Date and the Transportation Charge for costs Incurred on or after the Billing Transition Date, separately, as applicable.

(a) **Initial Payments.**

(1) *Delta Water Charge.* Payments by the Agency under the Delta Water Charge shall commence in the Year of Initial Water Delivery to the Agency.

(2) *Capital Component of the Transportation Charge.* Payments by the Agency under the capital component of the Transportation Charge shall commence in the year following the year in which the State commences construction of the Project Transportation Facilities.

(3) *Minimum Operation, Maintenance, Power, and Replacement Component.* Payments by the Agency under the minimum operation, maintenance, power, and replacement component of the Transportation Charge shall commence for each aqueduct reach in the year following the year in which construction of that reach is completed.

(4) *Variable Operation, Maintenance, Power, and Replacement Component.* Payments by the Agency under the variable operation, maintenance, power and replacement component of the Transportation Charge shall commence in the Year of Initial Water Delivery to the Agency.

(b) **Annual Statement of Charges.** The State shall, on or before July 1 of each year, commencing with the year preceding the year in which payment of the respective charge is to commence pursuant to this article, furnish the Agency with a written statement of the following items:

(1) the charges to the Agency for the next succeeding year under the capital components and minimum operation, maintenance, power, and replacement components of the Delta Water Charges and Transportation Charges; *provided* that charges for Financing Costs shall be stated as separate items in the Statement of Charges;

(2) the unit charges to the Agency for the next succeeding year under the variable operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge; and

(3) the total charges to the Agency for the preceding year under the variable operation, maintenance, power and replacement components of such Delta Water Charge and Transportation Charge; *provided* that through December 31, 1969, the Delta Water Charge shall be based upon a unit rate of \$3.50 per acre-foot and shall be paid by the Contractors on the basis of their respective Annual Table A Amounts, as provided in Article 22(b).

All such statements shall be accompanied by the latest revised copies of the documents amendatory to Article 22 and of the tables included in Articles 24 through 27, together with such other data and computations used by the State in determining the amounts of the above charges as the State deems appropriate.

(c) **Monthly Statements.** The State shall, on or before the fifteenth day of each month of each year, commencing with the Year of Initial Water Delivery to the Agency, furnish the Agency with a statement of the charges to the Agency for the preceding month under the variable operation, maintenance, power and replacement components of the Delta Water Charge and Transportation Charge. Such charges shall be determined by the State in accordance with the relevant provisions of Articles 22 and 26 of this contract, upon the basis of metered deliveries of Project Water to the Agency, except as otherwise provided in those articles.

(d) **Semiannual Payments of Capital Components.** The Agency shall pay to the State, on or before January 1 of each year, one-half (1/2) of the charge to the Agency for the year under the capital component of the Delta Water Charge and one-half (1/2) of the charge to the Agency for the year under the capital component of the Transportation Charge, as such charges are stated pursuant to subdivision (b) of this article; and shall pay the remaining one-half (1/2) of each of such charges on or before July 1 of that year.

(e) **Monthly Payments of Minimum Operation, Maintenance, Power, and Replacement Component.** The Agency shall pay to the State, on or before the first day of each month of each year, one-twelfth (1/12) of the sum of the charges to the Agency for the year under the minimum operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, as such charges are stated pursuant to subdivision (b) of this article.

(f) **Monthly Payments of Variable Operation, Maintenance, Power, and Replacement Component.** The Agency shall pay to the State on or before the fifteenth day of each month of each year, the charges to the Agency under the variable operation, maintenance, power, and replacement components of the Delta Water Charge and Transportation Charge, respectively, for which a statement was received by the Agency during the preceding month pursuant to subdivision (c) of this article, as

such charges are stated in such statement.

(g) **Contest of Charges**. In the event that the Agency in good faith contests the accuracy of any statement submitted to it pursuant to subdivision (b) or (c) of this article, it shall give the State notice thereof at least ten (10) days prior to the day upon which payment of the stated amounts is due. To the extent that the State finds the Agency's contentions regarding the statement to be correct, it shall revise the statement accordingly, and the Agency shall make payment of the revised amounts on or before the due date. To the extent that the State does not find the Agency's contentions to be correct, or where time is not available for a review of such contentions prior to the due date, the Agency shall make payment of the stated amounts on or before the due date, but may make the contested part of such payment under protest and seek to recover the amount thereof from the State.

50. WATER SYSTEM FACILITY REVENUE BOND FINANCING COSTS.

(a) **Water System Facility Revenue Bonds to Finance Capital Costs Incurred Prior to the Billing Transition Date.** The provisions of this subdivision (a) shall apply to the Financing Costs of Revenue Bonds issued to finance Water System Facility Capital Costs Incurred prior to the Billing Transition Date. Charges to all Contractors for such Financing Costs shall return to the State each year an amount equal to the Financing Costs the State incurs in that year for such Water System Facility Revenue Bonds.

(1) *Elements of Charge.* Annual charges to recover such Water System Facility Revenue Bond Financing Costs shall consist of two elements.

(A) The first element shall be an annual charge to the Agency for repayment of Capital Costs of Water System Facilities as determined under Articles 22(a) and 24(a) of this contract with interest at the Project Interest Rate. For conservation facilities, the charge shall be a part of the capital component of the Delta Water Charge in accordance with the provisions of Article 22(a) applicable to Capital Costs Incurred prior to the Billing Transition Date. For transportation facilities, the charge shall be a part of the capital component of the Transportation Charge in accordance with the provisions of Article 24(a) applicable to Capital Costs Incurred prior to the Billing Transition Date.

(B) The second element shall be the Agency's share of a Water System Facility Revenue Bond Surcharge to be paid in lieu of a Project Interest Rate adjustment. The total annual amount to be paid by all Contractors under this element shall be the difference between the total annual charges under the first element and the annual Financing Costs of the related Water System Facility Revenue Bonds. The amount to be paid by each Contractor shall be calculated annually as if the Project Interest Rate were increased to the extent necessary to produce revenues from all Contractors sufficient to pay such difference for that year. In making that calculation, adjustments in the Agency's transportation capital component charges for prior overpayments and underpayments shall be determined as if amortized over the remaining years of the Project Repayment Period.

(2) *Identification of Surcharge on Invoices.* The Water System Facility Revenue Bond Surcharge will be identified in the Agency's invoice.

(3) *Timing of Surcharge Payments.* Surcharge payments shall be made in accordance with Article 29(f) of this contract.

(4) *Termination of Surcharge.* The Water System Facility Revenue Bond Surcharge under Article 50(a)(1)(B) shall cease for each series of Water System Facility Revenue Bonds when that series is fully repaid. However, the

annual charge determined pursuant to Article 50(a)(1)(A) shall continue to be collected for the time periods otherwise required under Articles 22 and 24.

(5) *Reduction of Charges.* After the Department has repaid the California Water Fund in full and after each series of Water System Facility Revenue Bonds is repaid, the Department will reduce the charges to all Contractors in an equitable manner in a total amount that equals the amount of the charges under Article 50(a)(1)(A) that the Department determines is not needed for future financing of facilities of the System which, in whole or in part, will serve the purposes of the water supply contract with the Agency.

(b) **Water System Facility Revenue Bonds to Finance Capital Costs Incurred On or After the Billing Transition Date.** The provisions of this subdivision (b) shall apply to the Financing Costs of Revenue Bonds issued to finance Water System Facility Capital Costs Incurred on or after the Billing Transition Date. Charges to all Contractors for such Financing Costs shall return to the State each year an amount equal to the Financing Costs the State incurs in that year for such Water System Facility Revenue Bonds. The amount of this charge shall be calculated in two steps as follows:

(1) *Allocation of Water System Facility Capital Costs.* Capital Costs Incurred on or after the Billing Transition Date of Water System Facilities that are conservation facilities shall be allocated among all Contractors in proportion to each Contractor's Maximum Annual Table A Amount. Capital Costs Incurred on or after the Billing Transition Date of Water System Facilities that are transportation facilities shall be allocated among all Contractors in accordance with Article 24(c).

(2) *Determination of Annual Financing Cost Amounts.* The State shall determine and charge the Agency each year the amount of the Financing Costs the State incurs in that year for the Water System Facility Revenue Bonds issued to finance such Water System Facility Capital Costs allocated to the Agency.

(c) **Provisions Applicable to All Water System Facility Revenue Bonds.** The provisions of this article shall apply to all Water System Facility Revenue Bonds.

(1) *Credits for Excess Amounts.* The State shall provide credits to the Contractors for excess reserve funds, excess debt service coverage, interest, and other earnings of the State in connection with payment of the Financing Costs of such Water System Facility Revenue Bonds, when and as permitted by the applicable bond resolution or indenture. When such credits are determined by the State to be available, such credits shall be promptly provided to the Contractors and shall be in proportion to the payments of Water System Facility Revenue Bond Financing Costs from each Contractor. Reserves, bond debt service coverage, interest, and other earnings may be used to retire bonds.

(2) *Allocation of Maturities Permitted.* When calculating charges for Water System Facility Revenue Bond Financing Costs, the State may allocate portions of particular maturities of Water System Facility Revenue Bonds and the Financing Costs associated with such maturities to particular Water System Facilities, in order to establish a reasonable relationship between the Economic Useful Life of such facilities and the term of bonds issued to finance such facilities, and may determine the Financing Costs allocated to the Agency on the basis of such maturity allocation.

(3) *Supplemental Bills for Unanticipated Financing Costs.* The State may submit a supplemental bill to the Agency for the year if necessary to meet unanticipated costs for Water System Facility Revenue Bond Financing Costs for which the State can issue a statement of charges under this article and any other article of this contract providing for payments that are pledged to the payment of Revenue Bonds issued to finance Project Facility Capital Costs allocated to the Agency. The relative amounts of any supplemental billing made to the Agency and to other Contractors for Revenue Bond purposes shall be governed by the otherwise applicable article. Payment of any supplemental billing shall be due thirty days after the date of the invoice.

(4) *Insurance on Contractor Obligations.* To the extent economically feasible and justifiable, as determined by the State after consultation with Contractors, the State shall maintain insurance or other forms of security protecting bondholders and non-defaulting Contractors against costs resulting from the failure of any Contractor to make the payments required by this article.

(5) *Consultation on Financing Plan.* Before issuing each series of Water System Facility Revenue Bonds, the State shall consult with the Contractors, prepare a plan for the State's future financing of Water System Facilities, and give the Agency an opportunity to comment on the plan. The plan shall include but not be limited to the size of any Water System Facility Revenue Bond issuances and the form of any necessary resolutions, indentures or supplements.

(6) *Defaults.*

(A) If a Contractor defaults partially or entirely on its payment obligations with respect to Water System Facility Revenue Bond Financing Costs and sufficient insurance or other security protecting the non-defaulting Contractors is not provided under subdivision (c)(4) of this article, the State shall allocate a portion of the default to each non-defaulting Contractor. The Agency's share of the default shall be equal to an amount determined by multiplying the total default amount to be charged to all non-defaulting Contractors by the ratio that the Agency's Maximum Annual Table A Amount bears to the total of the Maximum Annual Table A Amounts of all non-defaulting Contractors. However, such amount shall not exceed in any year 25 percent of the Water System

Facility Revenue Bond Financing Costs that are otherwise payable by the Agency in that year. The amount of default to be charged to non-defaulting Contractors shall be reduced by any receipts from insurance protecting non-defaulting Contractors and bond debt service coverage from a prior year and available for such purpose.

(B) If a Contractor defaults partially or entirely on its payment obligations under this article, the State shall also pursuant to Article 20, upon six months' notice to the defaulting Contractor, suspend water deliveries under Article 20 to the defaulting Contractor so long as the default continues. The suspension of water deliveries shall be proportional to the ratio of the default to the total Water System Facility Revenue Bond Financing Cost payments due from the defaulting Contractor. However, the State may reduce, eliminate, or not commence suspension of deliveries pursuant to this subparagraph if it determines suspension in the amounts otherwise required is likely to impair the defaulting Contractor's ability to avoid further defaults or that there would be insufficient water for human consumption, sanitation, and fire protection. The State may distribute the suspended water to the non-defaulting Contractors on terms it determines to be equitable.

(C) During the period of default, credits otherwise due the defaulting Contractor shall be applied to payments due from the defaulting Contractor.

(D) Except as otherwise provided in subparagraph (c) of this article, the defaulting Contractor shall repay the entire amount of the default to the State with interest compounded annually at the Surplus Money Investment Fund rate before water deliveries that had been suspended shall be fully resumed to that Contractor. If the defaulting Contractor makes a partial repayment of its default, the Department may provide a proportional restoration of suspended deliveries. The amount of the default to be repaid shall include any amounts previously received by the State from insurance proceeds, bond debt service coverage, or other reserves, and payments from other Contractors pursuant to this subparagraph (c)(6). The defaulting Contractor shall not be entitled to any

make-up water deliveries as compensation for any water deliveries suspended during the period when the Contractor was in default.

(E) At such time as the default amount is repaid by the defaulting Contractor, the non-defaulting Contractors shall receive credits in proportion to their contributions towards the amount of the default with interest collected by the State on the defaulted amount.

(F) In the event there is an increase in the amount a non-defaulting Contractor contributes to reserves and/or bond debt service coverage, such increase shall be handled in the same manner as provided in subparagraph (a) of this article.

(G) Action taken pursuant to this subdivision shall not deprive the State of or limit any remedy provided by this contract or by law for the recovery of money due or which may become due under this contract.

(7) *No Article 51 Reduction.* Amounts of Water System Facility Revenue Bond Financing Costs payable under this contract shall not be affected by any reductions in payments pursuant to Article 51.

(8) *Contract Extension.* In the event the Contract Extension Amendment takes effect, but not all Contractors sign the amendment, the following shall apply: If and to the extent that the charges under Article 50(b)(1) and 50(b)(2) of the water supply contracts of Contractors that have not executed the Contract Extension Amendment (“non-signing Contractors”) are not sufficient to recover the annual Financing Costs that relate to Revenue Bonds issued to finance capital costs that are Incurred after the Billing Transition Date and are allocable to such non-signing Contractors, the amount of the shortfall shall be determined. Such shortfall shall be charged to the Contractors that have executed the Contract Extension Amendment (“signing Contractors”) in proportion to each such signing Contractor’s total Water System Facility Revenue Bond Financing Cost charges under Article 50(b) of this contract.

51. FINANCIAL ADJUSTMENTS.

(a) Article Expiration.

This Article 51 shall be effective through December 31, 2035 and shall be of no further effect on and after January 1, 2036; provided, however, that the provisions of this Article 51 may, to the extent applicable, continue to be used and applied on and after January 1, 2036 for the purpose of truing up amounts owed by the Agency to the State or by the State to the Agency for the calendar years up to and ending with calendar year 2035.

(b) State Water Facilities Capital Account.

(1) The State shall establish a State Water Facilities Capital Account to be funded from revenues available under Water Code section 12937(b)(4). Through procedures described in this article and as limited by this article, the State may consider as a revenue need under subdivision (c)(2)(v) of this article and may deposit in the State Water Facilities Capital Account the amounts necessary to pay capital costs of the State Water Facilities for which neither general obligation bond nor revenue bond proceeds are available, including but not limited to planning, reconnaissance and feasibility studies, the San Joaquin Valley Drainage Program and, through the year 2000, the CALFED Bay-Delta Program.

(2) The Director of the Department of Water Resources shall fully consult with the Contractors and consider any advice given prior to depositing funds into this account for any purposes. Deposits into this account shall not exceed the amounts specified in subdivision (c)(2)(v) of this article.

(3) The State shall use revenue bonds or other sources of moneys rather than this account to finance the costs of construction of any major capital projects.

(4) Five years following the Contract Extension Amendment Effective Date, the SWRDS Finance Committee shall review the State Water Facilities Capital Account to determine whether to recommend to the Director that this account be closed. If the Director determines to close the account, the State shall transfer any balance in the account to the SWRDS Support Account.

(5) Unless closed sooner, the State Water Facilities Capital Account shall terminate on December 31, 2035 and the State shall transfer any balance in such account to the SWRDS Support Account.

(c) **Calculation of Financial Needs.**

(1) Each year the State shall calculate in accordance with the timing provisions of Articles 29 and 31 the amounts that would have been charged (but for this article) to each Contractor as provided in other provisions of this contract.

(2) Each year the State shall also establish its revenue needs for the following year for the following purposes, subject to the following limitations:

(i) The amount required to be collected under the provisions of this contract, other than this article, with respect to all revenue bonds issued by the State for Project Facilities.

(ii) The amount required for payment of the reasonable costs of the annual maintenance and operation of the State Water Resources Development System and the replacement of any parts thereof as described in Water Code section 12937(b)(1). These costs shall not include operation and maintenance costs of any Federal Central Valley Project facilities constructed by the United States and acquired by the State of California after 1994, other than the State's share of the joint use facilities which include San Luis Reservoir, the San Luis Canal and related facilities.

(iii) The amount required for payment of the principal of and interest on the bonds issued pursuant to the Burns-Porter Act as described in Water Code section 12937(b)(2).

(iv) Any amount required for transfer to the California Water Fund in reimbursement as described in Water Code section 12937(b)(3) for funds utilized from said fund for construction of the State Water Resources Development System.

(v) For the years 1998 and thereafter, the amount needed for deposits into the State Water Facilities Capital Account as provided in subdivision (b) of this article, but (A) not more than \$6 million per year for the years 1998, 1999 and 2000, and (B) not more than \$4.5 million per year for the years 2001 and thereafter.

(3) The State shall reduce the annual charges in the aggregate for all Contractors by the amounts by which the hypothetical charges calculated pursuant to subdivision (c)(1) above exceed the revenue needs determined pursuant to subdivision (c)(2) above; provided that the reduction in annual charges in the aggregate for all Contractors shall not exceed \$48 million in any year beginning with the first calendar year following the Contract Extension Amendment Effective Date. The provisions regarding the reduction in annual charges that were in effect prior to the Contract Extension Amendment Effective Date shall continue to apply to the entire calendar year in which the Contract Extension Amendment Effective Date

occurs. The reductions under this article shall be apportioned among the Contractors as provided in subdivisions (d), (e), (f) and (g) of this article. Reductions to Contractors shall be used to reduce the payments due from the Contractors on each January 1 and July 1; provided, however, that to the extent required pursuant to subdivision (h) of this article, each Agricultural Contractor shall pay to the Agricultural Rate Management Trust Fund an amount equal to the reduction allocated to such Agricultural Contractor. Any default in payment to the trust fund shall be subject to the same remedies as any default in payment to the State under this contract. To determine whether the reduction in annual charges in the aggregate for all Contractors equals the \$48 million limit specified in this subdivision (c)(3), it shall be assumed that all Contractors have executed the Contract Extension Amendment and will share in the available rate reductions consistent with the proportions as provided in this contract, regardless of whether one or more Contractors do not receive a reduction under their respective Water Supply Contracts.

(4) The supplemental billing provisions authorized under this Article 51(c)(4) shall remain in effect through December 31, 2035, unless the Director determines in his or her discretion to eliminate the use of supplemental billing prior to that date or the Director in his or her discretion accepts a recommendation from the SWRDS Finance Committee to eliminate the use of supplemental billing prior to that date.

(i) The State shall inform the SWRDS Finance Committee if the available System cash balances are projected by the State to fall during the succeeding one hundred twenty (120) days to an amount below an amount equal to ninety (90) days operating expenditures. The SWRDS Finance Committee shall make a recommendation in light of such circumstances to the Director.

(ii) The State may submit a supplemental billing to the Agency for the year in an amount not to exceed the amount of the prior reductions for such year under this Article if necessary to meet unanticipated costs for purposes identified in Water Code Section 12937(b)(1) and (2) for which the State can issue billings under other provisions of this contract, subject to the following procedures and limitations:

(a) The State may only issue supplemental bills pursuant to the provisions of this Article 51(c)(4) when available System cash

balances are projected to be less than the amount equal to 90 days operating expenditures.

(b) The term “available System cash balances,” for purposes of subdivision (a) of this Article 51(c)(4)(ii) shall mean available amounts in the following California Water Resources Development Bond Fund accounts: System Revenue Account (to the extent the funds in the System Revenue Account are not projected to be needed for payment of Burns-Porter General Obligation Bond debt service within the next two years), General Operating Account, SWRDS Reinvestment Account, and SWRDS Support Account (to the extent the funds in the SWRDS Support Account are not projected to be needed for non-reimbursable expenditures within the next two years).

(c) The term “operating expenditures” for purposes of subdivision (a) of this Article 51(c)(4)(ii) shall mean the costs described in California Water Code Section 12937(b) chargeable to the State Water Project as water supply.

(d) Any supplemental billing made to the Agency for these purposes shall be in the same proportion to the total supplemental billings to all Contractors for these purposes as the prior reduction in charges to the Agency in that year bears to the total reduction in charges to all Contractors in that year and shall be treated as reducing the amount of the reduction made available for that year to the Contractor by the amount of the supplemental bill to the Contractor.

(5) The State may also submit a supplemental billing to the Agency for the year if necessary to meet unanticipated costs for revenue bond debt service and coverage for which the State can issue a statement of charges under provisions of this contract other than this article. The relative amounts of any supplemental billing made to the Agency and to other Contractors for revenue bond purposes shall be governed by such other applicable provisions of this contract.

(6) Payment of any supplemental billing shall be due thirty days after the date of the invoice. Delinquency and interest on delinquent amounts due shall be governed by Article 32.

(d) Apportionment of Reductions between Agricultural and Urban Contractors.

(1) Commencing with the first calendar year following the Contract Extension Amendment Effective Date, the State shall apportion available reductions for each year in accordance with this Article.

(2) Annual reductions in the aggregate amount of \$48 million are projected to be available in the first calendar year following the Contract Extension Amendment Effective Date and each succeeding year through calendar year 2035 and shall be applied as follows:

(i) If reductions are available in an aggregate amount that equals \$48 million, \$11,856,000 of reductions shall be apportioned among the Agricultural Contractors, and \$36,144,000 of reductions shall be apportioned among the Urban Contractors.

(ii) If reductions are available in an aggregate amount less than \$48 million in any of these years, the reductions shall be divided on a 24.7%-75.3% basis between the Agricultural Contractors and the Urban Contractors respectively.

(3) No Contractor shall be entitled to receive in any year any additional reductions, including any additional reductions to make up for deficiencies in past projected reductions and any additional reductions above an aggregate annual amount of \$48 million.

(4) Reductions in annual charges to a Contractor pursuant to this Article 51 (d) shall only be made prospectively beginning with the later of the first calendar year following the Contract Extension Amendment Effective Date or the first calendar year following the date the Contractor executes the Contract Extension Amendment. Apportionments of reductions shall be calculated on the assumption that all Contractors have executed such amendment.

(e) Revenues and Reports.

(1) Each year, beginning with the first calendar year commencing after the Contract Extension Amendment Effective Date, the Director shall determine the amount of available Article 51(e) Amounts. The Director shall determine the aggregate amount that would have been charged to all Contractors in any year but for this Article 51 and from that amount shall deduct the sum of

(i) the amount of revenues needed for the purposes specified in subdivisions (c)(2)(i), (ii), (iii), (iv) and (v) plus

(ii) \$48 million.

The remaining amount, if any, shall be referred to herein as “Article 51(e) Amounts”.

(2) The State shall allocate available Article 51(e) Amounts as follows: The Director in his or her discretion shall allocate and transfer or deposit up to 80% of available Article 51(e) Amounts, as determined on a projected basis, and up to 100% of available Article 51(e) Amounts, as determined on an actual basis, into the General Operating Account, the SWRDS Support Account and/or the SWRDS Reinvestment Account. Any Article 51(e) Amounts determined on an actual basis to be remaining in the Systems Revenue Account after the Director allocates and transfers such amounts to the General Operating Account, the SWRDS Support Account and/or the SWRDS Reinvestment Account shall remain in the Systems Revenue Account and shall be tracked separately in the State’s Financial Information System. The Director shall have full discretion regarding the use of the amounts remaining in the Systems Revenue Account.

(3) The State shall prepare and distribute an Annual Rate Reduction Determination Report setting out the factors used to determine reductions in rates pursuant to Article 51(c). The report shall include a display of the distribution of gross annual revenues before, among other items, recreation and fish and wildlife expenditures, contributions to the State Water Facilities Capital Account and reduction in rates pursuant to Article 51(c). The report shall also include a display of the distribution and/or allocation of net annual revenues after reduction in rates pursuant to Article 51(c), to the General Operating Account, SWRDS Support Account, SWRDS Reinvestment Account, 51(e) Sub-Account of the Systems Revenue Account, Davis-Dolwig Fund, State Water Facilities Capital Account, and Suspended Costs, as applicable.

(4) The System Financial Activity Report, which is required to be prepared quarterly pursuant to Article 61(d), shall include annual and accumulated Article 51(e) Amounts and expenditure activity, including the beginning balance, the annual activity and the ending balance for the year for each fund or account into which Article 51(e) Amounts have been transferred or deposited. The System Financial Activity Report should also have sufficient detail to provide comprehensive accounting of annual Article 51(e) Amounts and the uses of the annual Article 51(e) Amounts to enable the SWRDS Finance Committee to assess the use of these amounts.

(f) **Apportionment of Reductions Among Urban Contractors.**

Reductions in annual charges apportioned to Urban Contractors under subdivision (d) of this article shall be further allocated among Urban Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Urban Contractor shall be based on each Urban Contractor's proportionate share of total allocated capital costs as calculated below, for both project conservation and project transportation facilities, repaid by all Urban Contractors over the project repayment period.

(1) The conservation capital cost component of the reduction allocation shall be apportioned on the basis of maximum annual Table A amount. Each Urban Contractor's proportionate share shall be the same as the percentage of that Contractor's maximum annual Table A amount to the total of all Urban Contractors' maximum annual Table A.

(2) The transportation capital cost component of the reduction allocation shall be apportioned on the basis of transportation capital cost component repayment obligations, including interest over the project repayment period. Each Urban Contractor's proportionate share shall be the same as the percentage that the Contractor's total transportation capital cost component repayment obligation is of the total of all Urban Contractors' transportation capital cost component repayment obligations.

(i) Recalculations shall be made annually through the year 1999. Beginning in the year 2000 recalculations shall be made every five years unless an Urban Contractor requests a recalculation for an interim year and does so by a request in writing delivered to the Department by January 1 of the year in which the recalculation is to take place.

(ii) The transportation capital cost component repayment obligations, for purposes of this Article 51(f), shall be based in the year of recalculation on the then most recent Department of Water Resources Bulletin 132, Table B-15, "Capital Cost Component of Transportation Charge for Each Contractor," or its equivalent, excluding any costs or Table A amount associated with transfers of Table A amounts from Agricultural Contractors pursuant to Article 53.

(3) To reflect the relative proportion of the conservation capital cost component and the transportation capital cost component to the total of all capital cost repayment obligations, the two cost components shall be weighted as follows:

(i) The conservation capital cost component shall be weighted with a thirty percent (30%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of maximum annual Table A Amounts as calculated in subdivision (f)(1) of this article by thirty percent (30%).

(ii) The transportation capital cost component shall be weighted with a seventy percent (70%) factor. The weighting shall be accomplished by multiplying each Urban Contractor's percentage of transportation capital cost component repayment obligations as calculated in subdivision (f)(2) of this article by seventy percent (70%).

(iii) A total, weighted capital cost percentage shall be calculated for each Urban Contractor by adding the weighted conservation capital cost component percentage to their weighted transportation capital cost component percentage.

(4) The total amount of the annual charges to be reduced to Urban Contractors in each year shall be allocated among them by multiplying the total amount of annual charges to be reduced to the Urban Contractors by the total, weighted capital cost percentages for each such Contractor. If the amount of the reduction to an Urban Contractor is in excess of that Contractor's payment obligation to the Department for that year, such excess shall be reallocated among the other Urban Contractors.

(5) In the case of a permanent transfer of urban Table A amounts, the proportionate share of annual charge reductions associated with that Table A amount shall be transferred with the Table A amount to the buying Contractor. In the case of an Table A amount transfer by either Santa Barbara County Flood Control and Water Conservation District or San Luis Obispo County Flood Control and Water Conservation District, the reductions in annual charges to that agency shall be allocated (a) on the basis of that Table A amount being retained by that agency which bears Coastal Branch Phase II transportation costs, (b) on the basis of that Table A amount being retained by that agency which does not bear Coastal Branch Phase II transportation costs, and (c) on the basis of the balance of that agency's Table A amount which also does not bear Coastal Branch Phase II transportation costs.

(g) Apportionment of Reductions Among Agricultural Contractors.

(1) Reductions in annual charges apportioned to Agricultural Contractors under subdivision (d) of this article shall be allocated among the Agricultural Contractors pursuant to this subdivision. The amount of reduction of annual charges for each Agricultural Contractor for the years 1997 through 2001 shall be based on each Agricultural Contractor's estimated proportionate share of the total project costs, excluding the variable operation, maintenance, power and replacement components of the Delta Water Charge and the Transportation Charge and also excluding off-aqueduct power charges, to be paid by all Agricultural Contractors for the years 1997 through 2035, calculated without taking into account this article. For purposes of these calculations, Kern County Water Agency's and Dudley Ridge Water District's estimated project costs shall not

include any costs associated with the 45,000 acre-feet of Annual Table A Amounts being permanently relinquished by those Contractors pursuant to subdivision (j) of Article 53. Also, for purposes of these calculations, an Agricultural Contractor's estimated project costs shall not be reduced by the transfer of any of the 130,000 acre-feet of Annual Table A Amounts provided for in subdivisions (a) through (i) of Article 53. The proportionate shares for 1997 through 2001 shall be calculated as follows:

(i) Each Agricultural Contractor's statement of charges received on July 1, 1994, shall be the initial basis for calculating the proportionate shares for the five years 1997 through 2001.

(ii) Each Agricultural Contractor's estimated capital and minimum components of the Delta Water Charge and the Transportation Charge (excluding off-aqueduct power charges) and Water Revenue Bond Surcharge shall be totaled for the years 1997 through 2035.

(iii) Kern County Water Agency and Dudley Ridge Water District totaled costs shall be reduced for the 45,000 acre-feet of annual Table A amount being permanently relinquished by them.

(iv) Any reductions in an Agricultural Contractor's totaled costs resulting from the transfer of any of the 130,000 acre-feet of annual Table A amount shall be re-added to that Contractor's costs.

(v) Each Agricultural Contractor's proportionate share shall be computed by dividing that Contractor's total costs by the total costs for all Agricultural Contractors determined pursuant to subparagraphs (ii), (iii) and (iv) above.

(2) The reductions in annual charges, for 1997 through 2001, shall be calculated using the method described in subdivision (g)(1) of this article.

(3) The allocation shall be recalculated using the same method described in subdivision (g)(1) of this article every five years beginning in 2002, if any Agricultural Contractor requests such a recalculation. Any recalculation shall be based on project cost data beginning with the year that the recalculation is to become effective through 2035.

(h) **Agricultural Rate Management Trust Fund.**

(1) **Establishment.** Through a trust agreement executed contemporaneously with this amendment, the State and the Agricultural Contractors that sign the Monterey Amendments shall establish the Agricultural Rate Management Trust Fund with a mutually agreed independent trustee.

(2) **Separate Accounts.** The trustee shall maintain within the trust fund a separate account for each Agricultural Contractor that signs the trust agreement to hold deposits made pursuant to this article.

(3) **Deposits.** Each Agricultural Contractor that signs the trust agreement shall deposit into such Contractor's account within the trust fund, at the same time as payments would otherwise be required by this contract to be made to the State, an amount equal to the amount by which such Contractor's charges under this contract have been reduced by reason of this article, until the balance in such Contractor's account within the trust fund is the same percentage of \$150,000,000 as such Contractor's percentage share of reductions made available to all Agricultural Contractors as specified in subdivision (g) of this article. In 2002 and every fifth year thereafter, the Agricultural Contractors will review the maximum accumulation in the trust fund (the "Cap") and determine whether the cap should be adjusted. However, the Cap shall not be reduced below an aggregate of \$150,000,000 for all Agricultural Contractor accounts.

(4) **Trust Fund Disbursements.**

(i) In any year in which the State's allocation of water to an Agricultural Contractor by April 15th of that year is less than one-hundred percent (100%) of the Contractor's requested annual Table A amount for that year, the trustee shall, to the extent there are funds in that Contractor's account, distribute to the State from such account for the benefit of that Contractor an amount equal to the percentage of the total of that Contractor's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum operation, maintenance, power and replacement components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of that Contractor's annual Table A amount for that year that was not allocated to it by the State by April 15th of that year.

(ii) In addition to the provisions of subdivision (h)(4)(i) of this article, if on April 15 of any year any of the irrigable land within the Tulare Lake Basin Water Storage District (Tulare) is flooded, and Tulare in writing requests the trustee to do so, the trustee shall, to the extent there are funds in Tulare's account, distribute to the State from such account for the benefit

of Tulare an amount equal to the percentage of the total of Tulare's statement of charges for that year, as redetermined by the State on or about May 15th of that year, for (a) the Delta Water Charge; (b) the capital cost and minimum components of the Transportation Charge (including off-aqueduct power charges); and (c) the water system revenue bond surcharge, that is equal to the percentage of the irrigable land within Tulare that is flooded on April 15.

(iii) Each Agricultural Contractor shall remain obligated to make payments to the State as required by other articles in this contract. Any amount to be disbursed pursuant to subdivisions (h)(4)(i) and (h)(4)(ii) shall be paid by the trustee to the State on July 1 of the year involved and shall be credited by the State toward any amounts owed by such respective Agricultural Contractor to the State as of that date. However, an Agricultural Contractor may direct the trustee to make the disbursement to that Agricultural Contractor which shall in turn make the payment to the State as required by other provisions of this contract. If the amount to be disbursed exceeds the amount owed to the State by such Contractor as of July 1, the excess shall be disbursed by the Trustee to the State at the time of and in payment of future obligations owed to the State by such Contractor. Alternatively, upon the request of such Contractor, all or part of the excess shall be paid by the trustee to that Contractor in reimbursement of prior payments by the Contractor to the State for that year.

(5) Payment of Supplemental Bills. In any year in which a supplemental bill has been submitted to an Agricultural Contractor pursuant to subdivision (c)(4) of this article, such supplemental bill shall be treated as reducing by an equal amount the obligation of such Contractor for that year to make payments into the Agricultural Rate Management Trust Fund. To the extent that such Contractor has already made payments to the trust fund in an amount in excess of such Contractor's reduced trust fund payment obligation, such Contractor may request the trustee to use the excess from the trust fund to pay the supplemental bill.

(6) Discharge of Payment Obligation. Each payment to the State by the trust fund shall discharge and satisfy the Agricultural Contractor's obligation to pay the amount of such payment to the State. No reimbursement of the trust fund by the Agricultural Contractor for such payments shall be required. However, each Agricultural Contractor shall continue to make deposits to the trust fund matching the amount of each year's reductions as provided in subdivision (d) of this article so long as the amount in that Contractor's account is less than its share of the Cap.

(7) Distribution of Funds in Excess of the Cap. Whenever accumulated funds (including interest) in an Agricultural Contractor's account in the trust fund exceed that Contractor's share of the Cap, or the estimated remaining payments the Contractor is required to make to the State prior to the end of the project

repayment period, that Contractor may direct the trustee to pay such excess to the Contractor.

(8) Termination of Trust Fund. At the end of the project repayment period, the Agricultural Rate Management Trust Fund shall be terminated and any balances remaining in the accounts for each of the Agricultural Contractors shall be disbursed to the respective Agricultural Contractors.

(i) **Definitions. For the purposes of this article, the following definitions will apply:**

(1) "Agricultural Contractor" shall mean the following agencies as they now exist or in any reorganized form:

- (i) County of Kings,
- (ii) Dudley Ridge Water District,
- (iii) Empire West Side Irrigation District,
- (iv) Kern County Water Agency for 848,130 acre-feet of its Table A amount,
- (v) Oak Flat Water District,
- (vi) Tulare Lake Basin Water Storage District.

(2) "Urban Contractor" shall mean every other agency having a long term water supply contract with the State as they exist as of the date of this amendment or in any reorganized form as well as Kern County Water Agency for 134,600 acre-feet of its Table A amount.

(j) **Except as provided in subdivisions (c)(4) and (c)(5),** this article shall not be interpreted to result in any greater State authority to charge the Contractors than exists under provisions of this contract other than this article.

NEW CONTRACT ARTICLE

II. ARTICLE 61 IS ADDED TO THE CONTRACT AS A NEW ARTICLE AS FOLLOWS:

61. FINANCIAL ACCOUNTS AND ACTIVITIES

(a) General Operating Account

(1) The State shall maintain a General Operating Account to provide the moneys needed for the following purposes:

(i) To pay or provide for the payment of System costs which are reimbursable by one or more Contractors under their respective Water Supply Contracts in the event System revenues available for such payment are insufficient for such purpose; or

(ii) To pay or provide for the payment of System costs for any System purpose in the event of a System emergency as defined in Article 61(a)(1)(iii).

(iii) A System Emergency, as used in this Article 61(a)(1)(ii) shall mean an immediate, urgent, critical, unexpected, or impending situation that, in the judgment of the Director may cause or pose a risk of causing injury, loss of life, damage to the property, impairment of the financial condition, and/or interference with the normal activities of the System which requires immediate attention and remedial action.

(2) The maximum amount in the General Operating Account shall be set, adjusted and funded as follows:

(i) Upon the Contract Extension Amendment Effective Date, the maximum amount shall be \$150 million.

(ii) On or before the first September 1 occurring five (5) years after the Contract Extension Amendment Effective Date and every five (5) years thereafter, the State shall present a business case analysis of the maximum amount reasonably necessary or appropriate to be maintained in the General Operating Account, including an evaluation of the maximum amount and its relationship to the business risks associated with the System cash flow, to the SWRDS Finance Committee for recommendation to the Director regarding a General Operating Account maximum amount

adjustment, provided that the maximum amount shall not be less than \$150 million.

(iii) To fund the General Operating Account to its maximum amount, the Director may, in his or her discretion, transfer to the General Operating Account (1) amounts determined to be available pursuant to Article 51(e); (2) earnings from the investment of amounts in the General Operating Account; (3) amounts in the SWRDS Reinvestment Account; and (4) amounts in the SWRDS Support Account.

(iv) If the Director determines to decrease the maximum amount pursuant to Article 61(a)(2)(ii), or the maximum amount is otherwise exceeded, the excess amount in the General Operating Account shall be transferred to the SWRDS Reinvestment Account.

(v) The State shall replenish the amounts used from the General Operating Account (1) through charges to the Contractors to the extent the Contractors are obligated to reimburse the State for the costs paid with such amounts and (2) from the SWRDS Support Account or other available revenues (including the sources described in subparagraph (iii) of this Article 61(a)(2)) for costs not reimbursable by the Contractors under their respective Water Supply Contracts.

(vi) General Operating Account investment earnings shall be used to fund the General Operating Account to its maximum amount or, in the Director's discretion, transferred to the SWRDS Support Account and/or the SWRDS Reinvestment Account.

(3) The State shall prepare monthly reports on the balance in and use of the General Operating Account for the Director, and shall provide those reports to the SWRDS Finance Committee. The SWRDS Finance Committee may periodically review reporting frequency and make recommendations to the Director regarding reporting frequency.

(b) SWRDS Reinvestment Account

(1) Commencing with the Contract Extension Amendment Effective Date, the State shall establish and maintain a SWRDS Reinvestment Account to provide a continuing source of investment revenue to provide amounts to be transferred to or deposited in the General Operating Account, the SWRDS Reinvestment Account, and the SWRDS Support Account.

(2) To fund the SWRDS Reinvestment Account, the Director may, in his or her discretion, transfer to the SWRDS Reinvestment Account (i) amounts determined to be available pursuant to Article 51(e), (ii) earnings from the investment of amounts in the SWRDS Reinvestment Account, (iii) payments by

the Contractors for capital costs funded from the SWRDS Reinvestment Account, (iv) amounts from the SWRDS Support Account, and (v) amounts from the General Operating Account.

(3) Amounts in the SWRDS Reinvestment Account may be used and/or invested as follows:

(i) To pay capital costs of Project Facilities to the extent those costs are reimbursable by one or more Contractors under their respective Water Supply Contracts. Such capital costs shall be reimbursed to the State in accordance with item 5 of this subparagraph (b) below.

(ii) To pay capital costs of Project Facilities pending reimbursement of the State with the proceeds of revenue bonds issued by the State; and

(iii) To make temporary investments in accordance with the statutory limitations on such investments.

(4) The State shall prepare regular reports on the SWRDS Reinvestment Account for the Director and shall provide those reports to the SWRDS Finance Committee. The State shall consult with the SWRDS Finance Committee about the investments and activities to be funded from the SWRDS Reinvestment Account.

(5) *Amortization of Costs Financed with Amounts in the SWRDS Reinvestment Account.* Charges to amortize Project Facility Capital Costs paid with amounts from the SWRDS Reinvestment Account shall return to the State, in equal annual amounts over an amortization period determined by the State, the amount of each such cost together with an interest charge on the unamortized balance thereof.

(i) The length of such amortization periods may be from ten (10) to fifty (50) years, *provided* that if the capital asset has an Economic Useful Life of less than ten (10) years, the amortization period may be a comparable period of less than ten (10) years.

(ii) The interest charge shall be at a rate equal to the market interest rate at the time the cost is Incurred on municipal Revenue Bonds with the following characteristics:

(a) the same rating as the rating on Revenue Bonds issued by the State to finance Project Facilities, and

(b) the same term as the length of the amortization period, all as determined by the State.

(iii) For the purposes of this subdivision (b)(5), the State may aggregate the Capital Costs of each Project Facility Incurred during each calendar year and determine a composite interest rate and a composite amortization period applicable to the amortization of such costs.

(iv) The amortization charges relating to the costs Incurred during each calendar year shall commence the calendar year starting one year after the end of the calendar year in which such costs were Incurred, and the amount to be amortized shall include capitalized interest for the period from the date or dates the costs are Incurred to the date of commencement of amortization.

(c) **SWRDS Support Account**

(1) Commencing with the Contract Extension Amendment Effective Date, the State shall establish and maintain a SWRDS Support Account to provide a source of funds to pay System costs that are not chargeable to the Contractors under their respective Water Supply Contracts and for the payment of which there are no other monies available.

(2) To fund the SWRDS Support Account, the Director may, in his or her discretion, transfer to the SWRDS Support Account (i) amounts determined to be available pursuant to Article 51(e); (ii) amounts in the SWRDS Reinvestment Account, (iii) investment earnings in the General Operating Account; (iv) earnings from the investment of amounts in the SWRDS Support Account; and (v) other available revenues. The State shall not charge the Agency to replenish the SWRDS Support Account for costs not otherwise chargeable to the Agency under this contract.

(3) If the State is reimbursed or other amounts are appropriated and received for a cost paid from the SWRDS Support Account, the State shall deposit the amount reimbursed or received in the SWRDS Support Account.

(4) The State shall prepare regular reports on the SWRDS Support Account for the Director and shall provide those reports to the SWRDS Finance

Committee. The State shall consult with the SWRDS Finance Committee about the investments and activities to be funded from the SWRDS Support Account.

(d) System Financial Activity Report and Reporting Principles

(1) The State shall prepare and distribute quarterly a System Financial Activity Report that contains the following information:

(i) By fund or account, the activity in the following funds and accounts: the General Operating Account, the SWRDS Support Account, the SWRDS Reinvestment Account, the 51(e) Sub-Account of the Systems Revenue Account, the Davis-Dolwig Fund, and the State Water Facilities Capital Account, and the activity with respect to suspended costs.

(ii) The data in the System Financial Activity Report shall be auditable, which includes an audit trail from the costing ledger (currently the Utility Cost Accounting Billing System, as of the Contract Extension Amendment Effective Date) to the general ledger (currently SAP, as of the Contract Extension Amendment Effective Date) or the Bulletin 132 estimates to the System Financial Activity Report.

(2) Appendix B, entitled System Reporting Principles, contains principles and guidelines which shall be followed, to the extent applicable, in the preparation of System financial reports and financial management reports.

(e) State Water Resources Development System Finance Committee

(1) The State shall establish a joint State and Contractors finance committee, which shall be referred to as the State Water Resources Development System Finance Committee or SWRDS Finance Committee. The membership of the SWRDS Finance Committee shall include both representatives from the State and the Contractors.

(2) The primary purpose of the SWRDS Finance Committee shall be to make recommendations to the Director concerning the financial policies of the System. The State and the Contractors shall describe the scope of the SWRDS Finance Committee in a charter mutually agreeable to the State and the Contractors.

(f) Cost Recovery

In general, the State should seek reimbursement for all System costs from the appropriate customers and users of System facilities. With respect to those System costs that are reimbursable by the Contractors, the State should allocate

financial responsibility for such costs in a manner that is both lawful and equitable, and which endeavors to recover such costs from the appropriate Contractors. If the State proposes to not charge any Contractor the full amount that the State is entitled to charge the Contractor under the contract, the State shall present a written proposal to the SWRDS Finance Committee for purposes of developing a recommendation to the Director regarding the proposal. The State shall submit such proposal in writing to the SWRDS Finance Committee 90 days in advance of the Director issuing any decision and within such 90 day period the SWRDS Finance Committee shall provide the Director with a recommendation regarding such proposal. Such proposals shall comply with the structure set out in the SWRDS Finance Committee charter referenced in Article 61(e)(2).

NEW CONTRACT APPENDIX

III. APPENDIX B IS ADDED TO THE CONTRACT AS A NEW APPENDIX AND SHALL READ AS FOLLOWS:

APPENDIX B

SYSTEM REPORTING PRINCIPLES

- A. During the term of the water supply contracts, it is likely that financial reports and financial management reports will change in scope, nature, and frequency. Regardless of the exact reports used, such reports shall follow the below principles and guidelines to the extent applicable.
1. Principle 1: Financial reporting will be generated from the general ledger or data warehouse of the financial information system (system of record), such as SAP. The financial system of record is the authoritative source for financial reporting data values in a system. To ensure data integrity, there must be one, and only one, system of record for financial reporting values.
 2. Principle 2: Financial reporting is not limited to annual financial statements but will be developed for regular reporting periods.
 3. Principle 3: Financial management reporting generated from other financial systems, such as Utility Cost Accounting Billing System (UCABS), will identify and analyze significant variances from prior years or budgets.
 4. Principle 4: Financial reporting and financial management reporting will identify unusual items and exceptions, and these items will be documented, reviewed, and resolved by management.
 5. Principle 5: DWR will use standardized System-wide business rules and utilize a centralized financial system, such as SAP, UCABS, or other system, to provide controls/validations to ensure data integrity and reliable reporting.
 6. Principle 6: DWR will use standardized data integrity rules in the development and publication of reports, including but not limited to the following:
 - (1) Data integrity refers to the accuracy and consistency of data stored in a database, data warehouse, data mart or other construct.
 - (2) Data integrity processes verify that data has remained unaltered in transit from creation to reception or remains unaltered in transit from one system to the next. Data used outside of the Enterprise Resource Planning (ERP) systems to meet the reporting needs of Program will undergo any number of operations in support of decision-making, such as capture, storage,

retrieval, update and transfer. It is important to have confidence that during these operations, the data will be kept free from corruption, modification and remain unaltered.

- (3) Data with “integrity” has a complete or whole structure. Data values are standardized according to a data model and/or data type. All characteristics of the data must be correct – including business rules, relations, dates, definitions and lineage – for data to be complete.
- (4) Data integrity is imposed within an ERP database when it is created and is authenticated through the ongoing use of error checking and validation routines.
- (5) Data integrity state or condition is to be measured by the validity and reliability of the data values.
- (6) Data integrity service and security maintains information exactly as it was input, and is auditable to affirm its reliability.

The SWRDS Finance Committee is charged with providing financial policy recommendations to the Director, and the Director has final discretion on whether or not to accept the recommendations. While the SWRDS Finance Committee is not charged with reviewing the content of financial reports, timely and accurate financial reporting and financial management reporting provides technical committees access to useful information that can be used to formulate proposals on financial policy matters that may be brought to the SWRDS Finance Committee.

IT IS FURTHER MUTUALLY AGREED that the following provisions, which shall not be part of the Water Supply Contract text, shall be a part of this Amendment and be binding on the Parties.

AMENDMENT IMPLEMENTING AND ADMINISTRATIVE PROVISIONS

1. EFFECTIVE DATE OF CONTRACT EXTENSION AMENDMENT.

(a) The Contract Extension Amendment shall take provisional effect (“provisional effective date pursuant to subparagraph (a)”) on the last day of the calendar month in which both of the following occur: (i) the State and 15 or more Contractors, with an aggregate maximum annual Table A amount exceeding 3,200,000 acre feet, have executed (or committed in a form satisfactory to the State to execute) the Contract Extension Amendment and (ii) no legal action addressing the validity or enforceability of the Contract Extension Amendment or any aspect thereof has been filed within sixty days of such execution or, if filed, a final judgment of a court of competent jurisdiction has been entered sustaining or validating the Contract Extension Amendments. Subject to subparagraph (b), the provisional effective date pursuant to paragraph (a) shall be the Contract Extension Amendment Effective Date if the conditions set out in subparagraph (e) are met.

(b) If any part of the Contract Extension Amendment of any Contractor is determined by a court of competent jurisdiction in a final judgment or order to be invalid or unenforceable, the Contract Extension Amendments of all Contractors shall be of no force and effect except as provided in subparagraph(c).

(c) The unenforceability and lack of effectiveness of all Contractors’ Contract Extension Amendments as provided for in subparagraph (b) may be avoided only if the part of the Contract Extension Amendment determined to be invalid or unenforceable is explicitly waived in writing by the State and 15 or more Contractors, with an aggregate maximum annual Table A amount exceeding 3,200,000 acre feet , in which case the Contract Extension Amendment shall take provisional effect (“provisional effective date pursuant to subparagraph (c)”) on the last day of the calendar month in which the requisite waivers are received, but only as to those Contractors submitting such a waiver in writing, subject to subparagraph (e). The provisional effective date pursuant subparagraph (c) shall become the Contract Extension Amendment Effective Date if the conditions set out in subparagraph (e) are met.

(d) If any Contractor has not executed a Contract Extension Amendment or has not submitted a waiver pursuant to subparagraph (c), whichever is applicable, within sixty (60) days of the provisional effective date pursuant to subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, the amendment shall not take effect as to such Contractor, unless the Contractor and the State, in its discretion, thereafter execute such Contractor’s contract extension amendment or the Contractor thereafter submits, and the State in its discretion accepts,

the waiver, whichever applies, in which case the Contract Extension Amendment Effective Date for purposes of that Contractor's contract and any associated terms shall be as agreed upon by the State and Contractor.

(e) (1) If at the end of the applicable 60-day period specified in subparagraph (d), 24 or more Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have executed the amendment (or committed to execute the amendment in a form satisfactory to the State) or submitted a waiver pursuant to subparagraph (c), as applicable, the provisional effective date pursuant to subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, shall become the Contract Extension Amendment Effective Date.

(2) If at the end of the applicable 60 day period specified in subparagraph (d), 24 or more Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have not executed (or committed to execute) the amendment or submitted a waiver pursuant to subparagraph (c), as applicable, then the State, after consultation with the Contractors that have executed (or committed to execute) the amendment or submitted a waiver, as applicable, shall within 30 days following such 60 day period determine in its discretion whether to make the provisional effective date pursuant to subparagraph (a) or the provisional effective date pursuant to subparagraph (c), as applicable, the Contract Extension Amendment Effective Date. The State shall promptly notify all Contractors of the State's determination. If the State determines, pursuant to this subparagraph 1(e)(2) to allow the contract amendment to take effect, it shall take effect only as to those Contractors consenting to the amendment taking effect pursuant to this subparagraph 1(e)(2)

(f) (1) During the pendency of a legal action addressing the validity or enforceability of the Contract Extension Amendment, the State and a minimum of 24 Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet which have executed (or committed to execute) the Contract Extension Amendment may agree in writing to waive any limitation barring the Contract Extension Amendment from taking effect until a final judgment of a court of competent jurisdiction has been entered (including to waive the "no force and effect" provision in subsection (b)) and instead allow the Contract Extension Amendment to take effect as to such Contractors, subject to such conditions, if any, agreed upon, by the State and such contractors. In such case, the State shall promptly notify all Contractors of the effective date of the Contract Extension Amendment.

(2) If, during the pendency of a legal action addressing the validity or enforceability of the Contract Extension Amendment, less than 24 Contractors with an aggregate maximum annual Table A amount exceeding 3,950,000 acre feet have agreed in writing to waive any limitation barring the Contract Extension Amendment from taking effect until a final judgment of a court of competent jurisdiction has been entered as provided in subsection (1)(f)(1) above, then a Contractor which has so agreed in writing may request the State to consider allowing the contract extension amendment to take effect with the agreement of less than 24 Contractors. Upon

receiving such a request, the State, after consultation with the Contractors that have agreed in writing to waive any limitation as provided in subsection (1)(f)(1) above, may determine in its discretion whether to allow the Contract Extension Amendment to take effect with less than 24 Contractors agreeing in writing to waive the limitation. The State shall promptly notify all Contractors if the State's determines to allow the Contract Extension Amendment to take effect, and include in such notice the effective date of the Contract Extension Amendment and any conditions that would apply. If the State determines, pursuant to this subparagraph 1(f)(2) to allow the contract amendment to take effect, it shall take effect only as to those Contractors consenting to the amendment taking effect pursuant to subparagraph 1(f)(1).

2. POST BILLING TRANSITION DATE ESTIMATES.

If the State determines it to be necessary, the State may rely on estimates and later true-up for billing and reporting purposes in the initial years after the Billing Transition Date.

3. WAIVER AND RELEASE.

Subject to the Contract Extension Amendment taking effect, the Agency does hereby forever waive, release and discharge the State, and its current and former officers, agents and employees, from any and all past and present protests, claims, damages, actions and causes of action of every kind and description, now existing or hereafter arising, known or unknown, that were or could be or could have been asserted relating to the State's adjustment made prior to the execution date of this Contract Extension Amendment in connection with the proportional responsibility, for System facilities south of and including the Dos Amigos Pumping Plant, between (i) water supply and (ii) recreation and fish and wildlife enhancement.

4. OTHER CONTRACT PROVISIONS.

Except as amended by this amendment, all provisions of the contract shall be and remain the same and in full force and effect, provided, however, that any reference to the definition of a term in Article 1, shall be deemed to be a reference to the definition of that term, notwithstanding that the definition has been re-lettered within Article 1. In preparing a consolidated contract, the parties agree to update all such references to reflect the definitions' lettering within Article 1.

STATE WATER PROJECT WATER SUPPLY CONTRACT EXTENSION AMENDMENT
Preliminary Execution Version #2

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

Approved as to Legal Form
and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Chief Counsel
Department of Water Resources

Director

SANTA CLARITA VALLEY WATER AGENCY

Signature

Title

Date


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BOARD MEMORANDUM

DATE: December 18, 2018

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 USCVJPA and governs how the Agency would make installment payments to the USCVJPA. 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.

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



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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.

ATTACHMENT 2

INSTALLMENT PURCHASE AGREEMENT

by and between

SANTA CLARITA VALLEY WATER AGENCY

and

UPPER SANTA CLARA VALLEY JOINT POWERS AUTHORITY

Dated as of January 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 January 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 January 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 January 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 January 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 January 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>
_____			_____
_____			_____
_____			_____
_____			_____
_____			_____

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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 January 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 January 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



BOARD MEMORANDUM

DATE: December 6, 2018
TO: Board of Directors
FROM: Steve Cole 
Assistant General Manager
SUBJECT: December 5, 2018 Special Water Resources and Watershed Committee Meeting

The Water Resources and Watershed Committee met on Wednesday, December 5, 2018 at 6:00 PM in the Training Room at the Santa Clarita Water Division. In attendance were Committee Chair Maria Gutzeit, Directors Tom Campbell, Kathy Colley, William Cooper, Robert DiPrimio and Jerry Gladbach. Staff members present were Matt Dickens, Sarah Fleury, Dirk Marks, Rick Vasilopoulos, Ernesto Velazquez, Rick Viergutz and me. Two members of the public were present. A copy of the Agenda is attached.

Item 1: Public Comment – There was no public comment.

Item 2: Water Resources Director's Report

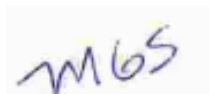
- 2.1 Status of Water Supplies** – Sarah Fleury gave a presentation on the Status of Water Supplies.
- 2.2 Status of Upper Santa Clara River Salt and Nutrient Management Plan** – Ernesto Velazquez gave a presentation on the Status of Upper Santa Clara River Salt and Nutrient Management Plan.
- 2.3 Status of Devil's Den Solar Generation Facilities** – Rick Vasilopoulos gave a presentation on the Status of Devil's Den Solar Generation Facilities.
- 2.4 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** – Rick Viergutz discussed the Status of Requests for Proposals for Development of a Groundwater Sustainability Plan.
- 2.5 Other Staff Activities** – No Other Staff Activities were discussed.

Item 3: Update on Conservation Activities – Matt Dickens gave a presentation on Conservation Activities.

Item 4: Committee Planning Calendar – The Committee reviewed the Planning Calendar.

The meeting adjourned at 8:05 PM.

Attachment

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Date: November 28, 2018

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 *SC*

A special meeting of the **Water Resources and Watershed Committee** is scheduled to meet on **Wednesday, December 5, 2018 at 6:00 PM at Santa Clarita Water Division** located at 26521 Summit Circle, Santa Clarita, CA 91350 in the Training Room.

REVISED SPECIAL MEETING AGENDA

<u>ITEM</u>	<u>PAGE</u>
1. Public Comments	
2. Water Resources Director's Report	
2.1 Status of Water Supplies	
2.2 Status of Upper Santa Clara River Salt and Nutrient Management Plan	
2.3 Status of Devil's Den Solar Generation Facilities	
2.4 Status of Request 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	
2.5 Other Staff Activities	
3. Update on Conservation Activities	
4. * Committee Planning Calendar	3

ITEM

PAGE

5. 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 November 28, 2018.



BOARD MEMORANDUM

DATE: December 18, 2018
TO: Board of Directors
FROM: Eric Campbell
Chief Finance and Administrative Officer
SUBJECT: December 17, 2018 Finance and Administration Committee Meeting

The Finance and Administration Committee met at 6:00 PM on Monday, December 17, 2018 in the Training Room of the Rio Vista Water Treatment Plant. In attendance were Committee Chair Dan Mortensen, Directors B. J. Atkins, Ed Colley, Bob DiPrimio, Dean Efsthathiou and Maria Gutzeit. Staff members present were Erika Dill, Jeff Herbert, Rochelle Patterson, Cris Pérez, Matt Stone and me. No members of the public were present. A copy of the agenda is attached.

Item 1: Public Comment – There was no public comment.

Item 2: Recommend Approval of a Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for New Financial Management System – Recommended actions for this item are included in a separate report being submitted at the January 7, 2019 special Board meeting.

Item 3: Recommend Approval of a Resolution for Contract with X-act Technology Solutions, Inc. for As-Needed Information Technology Support Services – Recommended actions for this item are included in a separate report being submitted at the January 7, 2019 special Board meeting.

Item 4: 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 – Recommended actions for this item are included in a separate report being submitted at the January 7, 2019 special Board meeting.

Item 5: Discuss FCF Study 2019 Update – Staff and the Committee discussed the 2019 FCF Study.

Item 6: Recommend Receiving and Filing of October 2018 Monthly Financial Report – The Committee reviewed the October 2018 Monthly Financial Report and recommended that the report be received and filed.

Item 7: Committee Planning Calendar – Staff and the Committee reviewed the FY 2018/19 Committee Planning Calendar.

Item 8: General Report on Finance and Administration Activities – There was no report.

Item 9: Adjournment – The meeting adjourned at 7:39 PM.

EC/ed

Attachment


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Date: December 10, 2018

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

The **Finance and Administration Committee** is scheduled to meet on **Monday, December 17, 2018 at 6:00 PM** at **Rio Vista Water Treatment Plant** located at 27234 Bouquet Canyon Road, Santa Clarita, CA 91350 in the Training Room.

MEETING AGENDA

<u>ITEM</u>		<u>PAGE</u>
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2. *	Recommend Approval of Resolution Authorizing Professional Services Agreement with AAC Utility Partners for Selection Services for a New Financial Management System	3
3. *	Recommend Approval of a Resolution for Contract with X-act Technology Solutions, Inc. for As-Needed Information Technology Support Services	33
4. *	Recommend Approval of 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	97
5.	Discuss FCF Study 2019 Update	
6. *	Recommend Receiving and Filing of October 2018 Monthly Financial Report	145

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|------|---|-----|
| 7. * | Committee Planning Calendar | 253 |
| 8. | General Report on Finance and Administration Activities | |
| 9. | Adjournment | |

- * Indicates attachments
- ◆ To be distributed

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Posted on December 10, 2018.



BOARD MEMORANDUM

DATE: December 17, 2018
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
ESFP Clearwell/CT Improvements	Clark Bros. Inc.	\$5,668,649	12/31/18	Miscellaneous site improvements being constructed.
MWDSC Foothill Feeder Connection	GSE Construction	\$2,866,850	3/31/19	The 36" wafer check valve is scheduled to be installed in January 2019. Connections to MWD and SCVWA lines are scheduled for February 2019.
Well E-17 and Ancillary Facilities	Staats Construction, Padilla Electric, and General Pump	\$571,734	TBD	Materials being acquired.
Magic Mountain Pipeline Phase 4	FivePoint / Toro Enterprises	\$3,084,725	TBD	Construction submittals and pipe fabrication are in progress. Construction activities scheduled to begin in January 2019.

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. Staff prepared and submitted the Operating Permit amendment application to the State Water Resources Control Board Division of Drinking Water.
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. 5 – Staff will be requesting for Board approval of construction funding at the December 18, 2019 Board meeting.
4. Magic Mountain Pipeline No. 6 – Michael Baker International is preparing the design.

5. Magic Mountain Reservoir – Staff is reviewing the reservoir site evaluation technical memo.
6. 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.
7. 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 in response to a Request for Qualifications that was issued to eight consultants for preparation of NCP required documentation.
8. 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.
9. 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. Tank site improvements are being evaluated based on findings from the geotechnical investigation.
10. 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.
11. 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. 100% plans and specifications are complete. Project is on hold pending resolution of recycled water permitting and regulatory issues.

DEVELOPMENT PROJECTS – DESIGN, CONSTRUCTION AND INSPECTION

Project Developer	Development Size	Infrastructure (Estimated at Build-out)	Schedule	Status
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 December 2019.	Tract 60922-01 – Phase 1 in-tract pipeline is 90% complete. A section of the pipeline is undergoing disinfection and bacteria sampling. Design for Phase 1 tank is 60% complete. Schedule being developed for bidding of electrical plans and construction of civil/mechanical for the Phase 1 Pump Station. Tract 71564 – The overall water system is 95% complete. Meter boxes and meters still need to be set for 80% of the tract.
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 90% complete. Disinfection and bacteria sampling are in progress. Final design of Phase 2 potable water plans is complete. Review of final design of Phase 2 recycled water plans is underway.
Sheriff Station City of Santa Clarita	44,300 Square Feet	1 mile pipeline	Complete pipeline construction by March 2019.	Fire hydrant/lateral for grading water was installed in June 2018. Contract for construction of the main pipeline in Golden Valley was awarded November 2, 2018 and Notice to Proceed issued December 6, 2018. Final design of the bore & jack crossing under the LADWP aqueduct is being prepared based on geotechnical investigation completed in October 2018.
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 70% complete. Piping design 90% complete. Pressure Reducing Station design 10% complete. Booster Station design 60% 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 50% complete. Tank walls are up and roof is completed. Pump station is 20% complete. Suction piping has been installed. Pipeline is 10% 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 80% complete. The floor and the roof have been completed. Waiting on the electrical wiring to start. Pipeline is 80% complete. Tank is 95% complete. The SCADA panel for the tank has been built and installed. Waiting on SCE to run electrical service to the tank.

MISCELLANEOUS PROJECTS – DESIGN, CONSTRUCTION AND INSPECTION

Project / Facility	Scope of Work / Details	Status
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. We are waiting on the 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 November 2018, SCVWA Inspectors completed 87 dig alerts and 3 fire flow tests.

PERCHLORATE CONTAMINATION PROGRAM MANAGEMENT

The last monthly Technical Committee meeting was held on December 11, 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 August 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

The Environmental Laboratory Accreditation Program (ELAP) finally issued a new laboratory certificate and analyte list on November 20, 2018. The laboratory is again certified for analysis of trace metals in drinking water by EPA Method 200.8.


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	226,413
FY 2018/19 to Date	3,054,664	255,611	3,310,257
FY 2018/19 Budget	8,000,000	1,000,000	9,000,000

MBS



BOARD MEMORANDUM

DATE: December 17, 2018
TO: Board of Directors
FROM: Eric Campbell 
Chief Finance and Administrative Officer
SUBJECT: Finance, Administration and Information Technology Section Report

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 January 2019.

The Board of Directors approved the Underwriter for the issuance of the 2019 revenue bonds at its December 4, 2018 regular Board meeting.

Significant Upcoming Items:

Staff has addressed the provisions of SB 634 and LAFCO's Condition 19 related to developing a rate-setting process incorporating an independent ratepayer advocate. The Board of Directors approved the process at its November 6, 2018 regular Board meeting. The next step is to prepare a Request for Proposal (RFP) for the Board of Directors to review and approve.

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.

Work will begin in 2019 on a Request for Proposal (RFP) for new financial accounting software to be used by all divisions of SCV Water, with an expected implementation date of January 1, 2021.

Work has begun on the next bond issuance to cover capital project funding for the next three years. The expected bond issuance date is May 2019.

CUSTOMER SERVICE

Key Accomplishments/Activities:

Cross-training between Meter Read Management staff for the 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.

All retail divisions have updated customer bill print to reflect SCV Water branding and logo.

VWD modified its internal disconnection for non-payment workflow. Previously, penalties were applied and door tags were generated at the end of the working day prior to the day the tag was to be hung. Often this process was executed on a Thursday (of a dark Friday week) or Friday so tags would be available to the field technicians before business hours on Monday. Workflow has been modified to execute this process on Monday mornings so all customer payments can post prior to the application of penalties and generation of tags. Staff anticipates this change in workflow will reduce the number of tags being generated thereby reducing the time and labor spent on hanging the tags. Staff is currently tracking the impact of the new workflow.

Customer Care participated in quarterly training at VWD on December 14, 2018. Updates were provided by Kathie Martin (PIO) and Lindsey Gibson (Public Affairs.) The Water Quality department provided a thorough presentation on their role in meeting SCV Water's mission and provided information on current regulatory requirements, sampling practices and challenges specific to the SCV Water service area. Q & A followed. Eric Campbell (Chief Financial and Administrative Officer) and Rochelle Patterson (Director of Finance and Administration) were in attendance and briefly addressed the staff.

Significant Upcoming Items:

Preparation is underway for the implementation of new service and commodity rates for SCWD and VWD effective January 1, 2019. All rates have been thoroughly tested and loaded into the production environments of both division's billing systems (NorthStar and enQuesta, respectively.) Staff is currently working on Talking Points that will be distributed to the Customer Service Representatives (CSRs) along with a proration schedule. A proration in-service will take place in early January 2019 for SCWD and VWD CSRs to provide additional training on proration calculation. Detailed bill messages have been added to all SCWD and VWD customer bills. As part of VWD's rate increase, its Returned Payment Fee will increase from \$30 to \$33.

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.

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 January 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) and Senior Management Analyst.

Staff has successfully completed recruitment for Production Operator I/II (2 positions).

Staff met with College of the Canyons Economic and Workforce Development to discuss educational partnerships and explore options for Supervisor and Workforce Training opportunities.

Staff will meet with management and legal counsel to discuss Recruitment practices. Staff conducted research on recruitment and hiring to identify best practices, policies, and procedures in order to improve and promote fair hiring practices. A review of the Agency's current policy and recruitment procedures will be completed before beginning new recruitment activity.

Staff attended the College of the Canyons Business Alliance Meeting on November 28, 2018.

Staff attended the NBS University/MMASC Seminar, "Getting to Yes: Successful Revenue Enhancement Strategies" in Riverside on December 5, 2018.

Staff attended the monthly PIHRA breakfast meeting, "*Avoiding Harassment Liability in the #MeToo Era*", presented by James J. McDonald, Jr., managing partner at Fisher & Phillips, LLP, on December 13, 2018 at the Embassy Suites.

Staff attended the Paychex FLEX Kick-Off Meeting to begin "Phase I – Payroll Implementation" on Friday, December 14, 2018.

Staff is in 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 invited a CalPERS health plan representative to conduct 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 in the process of establishing a Health Reimbursement Arrangement (HRA) for the Agency's retirees' health plan contributions. Staff is working with the selected vendor to set up the plan documents and provide important data on retirees. Staff will inform retirees on the process of health plan reimbursements.

Significant Upcoming Items:

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 two (2) insurance certificate requirement renewals on Agency contracts to ensure compliance with suggested insurance limits from ACWA/JPIA.

Staff requested ten (10) certificates of insurance from ACWA/JPIA to provide to vendors.

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:**

Phase III – Network/Domain Consolidation Project was completed in December 2018.

Field Mapplet has been deployed for the SCWD Operations team.

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, Regional, and VWD.

GIS staff is working with Operations to capture survey grade data of facilities such as wells, tanks, boosters, and other assets.

Technology team has been meeting with departments to assess intranet needs. Showcasing VWD SharePoint as the sample model.

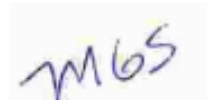
Technology team has started developing a beta-test intranet site. The plan was to scale up the existing VWD SharePoint to serve the entire Agency.

The IT team is currently evaluating mobile device management software (MDM). A beta-testing group is being formed and the IT team will evaluate performance.

IT staff to evaluate Wi-Fi network at all office locations and conduct a needs assessment for a consolidated cross-agency Wi-Fi network.

Annual workstation replacements have been received. IT staff to configure and deploy across the agency.

EC

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BOARD MEMORANDUM

ITEM NO.
10.3

DATE: December 17, 2018
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 November 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

Preventative and Corrective Maintenance Work Order Summary

Work Orders	November 2018	FYTD 2018/19
Corrective Maintenance	8	83
Preventative Maintenance	105	428

Key Action Items Completed:

- ESFP – Insertion flow meter replacement. Wash Water return piping modifications completed
- ESFP and RVWTP – Replaced regulatory pressure relief devices
- ESFP and RVWTP – Upgraded all regulatory NTU analyzers
- ESIPS – Vault and pipeline project complete and ESFP back to full capacity

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 from repairs
- ESFP – Water separators being replaced on Filter Backwash pneumatic control system
- RVWTP – Filter No. 10 and No. 11 Filter Effluent valves out of service for repairs
- Calibration of flow meters on Sand Canyon Pipeline turnouts
- Sodium Hypochlorite Tank No. 2 at ESFP being re-coated
- Coordination for DWR/MWD shutdown in February 2019
- Sodium Hydroxide replacement tank on order
- SCPS discharge valves rehabilitation underway

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
- SPTF – Chlorine Analyzer drain line installed
- Cathodic test station installed on the Recycled Pipeline

Buildings and Grounds

An integral part of the TDOMS is maintaining the aesthetic quality and safety of the various office facilities and grounds. Staff has begun working 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	November 2018	FYTD 2018/19
Corrective Maintenance	58	303

Work in Progress

- Gate access for approved personnel – Moving forward with work – In the process of scheduling
- Agency signage on buildings and properties – All but 3 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 need to be installed
- Updating fixtures in the Maintenance Parking Lot to LED bulbs at the RVWTP

Completed Work

- Installed LED bulbs on the Maintenance Building at the RVWTP
- Assisted Engineering with Tracer Study at the ESFP
- Repaired several ballasts in the Water Resources conference room
- Repaired Roll up door on the Maintenance Building at the ESFP
- Repaired gate opener at the NWD site
- Performed semi-annual HVAC filter change and maintenance at the Regional sites

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	November 2018	Quantity FYTD 2018/19
3/4"	49	196
1"	5	26
1 1/2"	2	6
2"	1	18
>2"	0	1

SCWD

Meter Size	November 2018	Quantity FYTD 2018/19
3/4"	213	1404
1"	18	155
1 1/2"	0	30
2"	0	20
>2"	0	4

VWD

Meter Size	November 2018	Quantity FYTD 2018/19
3/4"	25	379
1"	27	29
1 1/2"	0	0
2"	0	3
>2"	0	1

Distribution System Leak Summary

NWD – Approx. 9,679 Service Connections

Leak Type	November 2018	FYTD 2018/19
Service Leaks	4	12
Main Leaks	1	6

SCWD – Approx. 31,218 Service Connections

Leak Type	November 2018	FYTD 2018/19
Service Leaks	4	32
Main Leaks	1	7

VWD – Approx. 29,974 Service Connections

Leak Type	November 2018	FYTD 2018/19
Service Leaks	7	58
Main Leaks	2	5

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
- Pipeline Replacement in Pine Street – Developer soliciting bids
- Ebelden Ave – Pipeline replacement materials being delivered to NWD yard

Work in Progress – SCWD

- AMI Infrastructure installed, programming and customer service integration underway
- Placerita PRV Station – Rehabilitation

Work in Progress – VWD

- 10” meters at Six Flags Magic Mountain (complete) and COC being changed 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 starts
- Castaic Well 7 – Rehab completed, pump equipment being installed, start-up scheduled for December 2018
- SCADA backbone radio upgrade underway – PO issued

Completed Work

- Newhall 12 back in service – Motor Control Center/Switch Gear upgraded

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 sound enclosure structure – pending cut sheets and review
- Well 159 – Motor
- Carnegie Booster Station – Pump and motor replacement underway, Pumps/Motors 18 & 19 and SMC
- Cal Arts Booster Station – Pump and motor replacement

Water production summary by Division and Source is provided in the table below.

SCV Water Production Summary (Acre-Feet)

Division	Groundwater Nov 2018 (AF)	Imported Water Nov 2018 (AF)	Total Production Nov 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	384	309	693	1170	3,450	4,620	NA
SCWD	335	1,683	2,018	2,396	11,050	13,447	NA
VWD	1,139	1,084	2,223	7,282	8,075	15,356	172
SCV Water Totals	1,858	3,076	4,934	10,847	22,575	33,423	172
Percent	38%	62%		32%	68%		

SCV Water Regional Raw Water and Wholesale Summary (Acre-Feet)

Source	November 2018 (AF)	FYTD 2018/19 (AF)
Wholesale (LA36)	0.45	2.47
Raw Water (RVWTP)	1,961	15,350
Raw Water (ESTP)	1,154	7,675
Wells (Saugus 1 & 2)	272	1,436

WATER QUALITY

Water Quality Complaints NWD

Type of Complaint	November 2018	# of Complaints FYTD 2018/19
Hardness	0	0
Odor	0	0
Taste	1	2
Color	0	0
Air	0	0
Suspended Solids	0	0
Totals	1	2

SCWD

Type of Complaint	November 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
Totals	0	1

VWD

Type of Complaint	November 2018	# of Complaints FYTD 2018/19
Hardness	0	0
Odor	1	4
Taste	0	0
Color	0	2
Air	0	0
Suspended Solids	1	1
Totals	2	7

Heterotrophic Plate Count Samples

NWD

Total # of HPCs Collected November 2018	# of HPCs Collected FYTD 2018/19
0	2

SCWD

Total # of HPCs Collected November 2018	# of HPCs Collected FYTD 2018/19
8	42

VWD

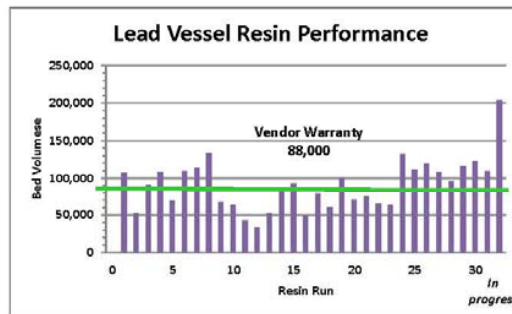
Total # of HPCs Collected November 2018	# of HPCs Collected FYTD 2018/19
3	9

**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 Lag)		
										MC	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	\$ 112,256	\$ 1.03	\$ 127	527	1,618	199,566
5	8/17/11	10/14/11	59	180	554	68,941	\$ 112,256	\$ 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	\$ 1.66	\$ 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	7/1/16	98	291	893	111,167	\$ 105,494	\$ 0.95	\$ 118	637	1,956	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	10/2/16	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 (in progress)	6/18/18	12/9/18	175	533	1,636	203,716	\$ -	\$ -	\$ -	822	2,523	313,111
Total			2,915	7,597	23,316	2,902,342	\$3,240,407	NA	NA	14,408	44,221	5,493,658
Average			88	228	699	87,052	\$108,014	\$ 1.25	\$ 155.01	438	1,345	167,114

+ 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 has begun integrating 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 expected in mid-December 2018
- Los Angeles County Fire Department (Certified Unified Program Agencies – CUPA) was onsite to conduct an inspection

Monthly Inspections

- Underground storage tank (UST) designated operator
- Fire extinguishers
- Emergency eye-wash/shower stations
- Self-Contained Breathing Apparatus (SCBA) units
- Automated External Defibrillator (AED) units
- Emergency flashlights

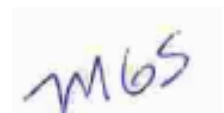
There were no recordable injuries in November 2018.

Safety Training

- Two ergonomic assessments were conducted in November 2018
- Two new hire safety orientations were conducted in November 2018
- Tailgate meetings took place at each Division in November 2018
- Two Forklift and Backhoe training sessions were held in November 2018

Focus Groups:

- 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

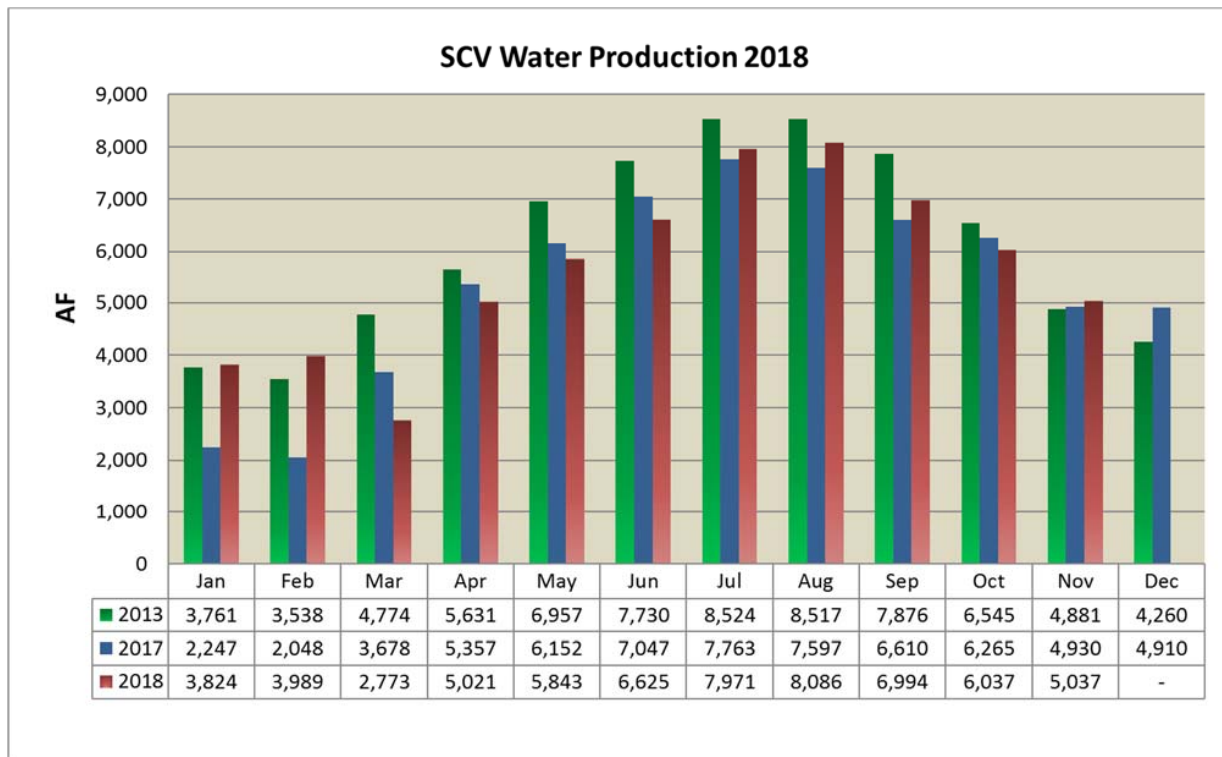
DATE: December 17, 2018
TO: Board of Directors
FROM: Steve Cole *[Signature]*
 Assistant General Manager
SUBJECT: Water Resources and Outreach Section Report

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 this year. 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. Year to date 2018 demands are approximately 6500 AF or 10% 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

As shown in the table below, from January 2018 through November 2018, SCV Water took delivery of an estimated 41,110 AF of imported water into SCV Water's service area:

Imported Water Supply Source	AF Water Delivered
SWP Table A	12,559
SWP Carryover	23,301
Carryover Credit	
Buena Vista/Rosedale-Rio Bravo	5,250
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)	
Total Imported Water Delivered into Service Area	41,110
Total Recycled Water Delivered into Service Area	352

Note: The balance of retail water demands were met with local groundwater resources.

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 below shows beginning of the year storage, 2018 anticipated puts and takes, and end of year estimated storage.

Program	Storage (AF) as of December 2017	Estimated 2018 Put (Extraction)	Projected 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	(5,700) ⁽¹⁾	37,000
Total:	200,220		194,520

Note: (1) Estimated 2019 net carryover depends on actual service area demand and available storage space in San Luis Reservoir.

On May 21, 2018, the Department of Water Resources (DWR) increased the 2018 SWP allocation from 30% to 35% of Table A amount. 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.

An agreement to transfer up to 11,000 acre-feet of BV-RRB water to the Kern Westside Contractors has been executed. Delivery of 5,000 acre-feet to Kern Westside Contractors was completed in October 2018. All invoicing for Kern Westside Contractors was completed November 30, 2018.

The 2017 Santa Clarita Valley Water Report was finalized and distributed in September 2018.

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 January 2019. It is anticipated that the \$350 Million Phase 2 costs will be divided into two sub-phases with the initial (2019) funding coming from a \$60/acre foot participating assessment. Staff is analyzing if Sites Reservoir may be cost effectively incorporated into SCV Water's SWP supply portfolio.
- Staff is monitoring construction activities for the Rosedale Water Bank Dry-Year Firming program. The current revised schedule indicates well completion in the fall of 2018 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 grant applications and provide helpful feedback.

With the new Prop 1 grant opportunity, 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 to facilitate cooperative watershed planning. Staff has scheduled a monthly meeting 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.

Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA)

The Joint Powers Agreement (SCV-GSA JPA) was executed by all members. Execution of the SCV-GSA JPA is an important step and it provides additional details for governance of the SCV-GSA.

A SCV-GSA Board meeting was held on October 1, 2018 and the following took place:

- 1) Staff provided verbal updates regarding a number of topics including: the draft budget, the June 26, 2018 stakeholder work shop, input from stakeholders, an update on a grant and other administrative matters.
- 2) The Board approved a quarterly Board Meeting Calendar.
- 3) The Board adopted a Resolution directing the Board President to execute the Administrative Services Agreement with SCV Water to allow SCV Water to administer the SCV-GSA and develop the Groundwater Sustainability Plan.
- 4) The Board adopted a Resolution authorizing SCV Water to execute a grant agreement on behalf of the SCV-GSA.

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 reviewed proposals for consultant services to develop the Groundwater Sustainability Plan and conducted consultant interviews. Staff has completed preliminary consultant selection and will recommend consultant selection and execution of contracts in January 2019 to both the SCV-GSA Board of Directors and SCV Water's Board of Directors.

Staff completed development of and launched a standalone website (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.

LEGISLATIVE/GOVERNMENT AFFAIRS

- Staff has reached out to newly elected California Assemblyperson Christy Smith and United States Congresswoman Katie Hill to set up meetings in the near future.
- The Public Outreach and Legislative Committee approved the 2019 Legislative Platform at its November 2018 meeting, with anticipated Board review in early 2019.

UPCOMING SPONSORSHIPS

- Urban Water Institute Spring Conference – February 29, 2019
- KHTS Sacramento Road Trip – March 18-19, 2019

OUTREACH

Key Accomplishments/Activities

- Renewed media buy contracts for remainder of Fiscal Year 2018/19.
- Updated more print collateral, including 2019 garden class schedule card, flyers for various conservation programs, and a 2019 calendar bill stuffer.
- First Annual Report is in development. This will be a colorful, friendly, customer-facing outreach that tells the story of Year One as a regional water agency.
- 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 late January 2019 or 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		327 likes 347 follows
Instagram			865
Twitter			1,786
Website	yourSCVwater.org	Total users in Nov. Decrease of 6.17% from previous month	40,775
Water Currents	Customer e-newsletter	December 2018: 29%open (23.6% industry standard)	20,433
Garden Classes	E-news blast	Dec: 25% open; 2% click through	15,052

Public Education

Activity	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Calendar Year To Date
Education													
Students	755	1,506	1,683	1,120	1,926	556	272	192	606	1,051	754	*	10,421
Teachers	56	106	101	64	57	27	0	n/a	52	84	74	*	621
Garden Classes													
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

- 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.

Ongoing Outreach

- In discussions with City of Santa Clarita for park locations for Water Bottle Refill Stations pilot program.
- Working with City of Santa Clarita staff on possible joint “field day” for SCV Water Board and Sierra Club representatives for Arundo removal education.

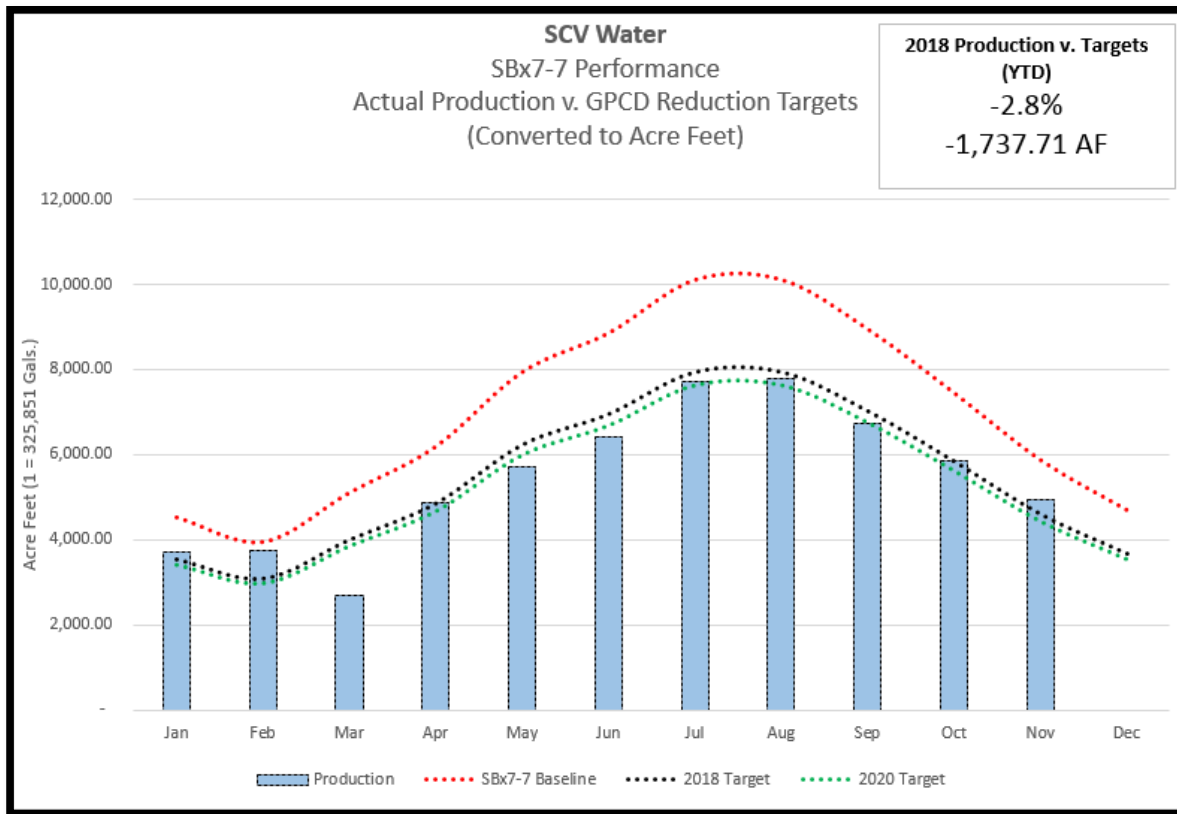
Significant Upcoming Items

- Preparing social media policy and plan.
- Preparing media response policy and planning for media training for Directors and select staff.

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 November 2018, SCV Water customers increased water consumption compared to SBx7-7 target for the month by 340 acre-feet. Year-to-date conservation is ~1,737 acre-feet. SCV Water is currently on target to meet 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	YTD
Newhall	-3.5%	+7.0%	-46.5%	-18.0%	-20.2%	-16.8%	-9.4%	-10.3%	-16.2%	-13.3%	-2.5%	-14.2%
Santa Clarita	+2.2%	+13.7%	-39.7%	-12.9%	-16.4%	-14.5%	-6.9%	-9.1%	-15.5%	-10.2%	+1.6%	-10.8%
Valencia	-.5%	+10.3%	-43.2%	-13.9%	-15.1%	-15.4%	-6.9%	-3.3%	-9.8%	-6.0%	+6.5%	-9.5%
Total (SCVWA)	+.34%	+11.2%	-42.3%	-14.1%	-16.4%	-15.2%	-7.2%	-6.7%	-13.1%	-8.7%	+3.1%	-10.7%

Notes – Monthly percentages compared to 2013 baseline month and year (LAC#36 does not provide SWRCB monthly production/conservation data).

For November 2018, SCV Water customers increased water consumption compared to November 2013 by ~.048 billion gallons of water. Year-to-date conservation is ~2.363 billion gallons.

Conservation Programmatic Performance

Program	Description	September 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.	30 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 583 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.	10 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.	1 Residential 0 Commercial	
WaterSMART Garden	VWD's WaterSMART Garden provides customers with access to low water using plants, HE irrigation technologies, etc.	8 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.	2 Completed Project (3.084 sf)	
Residential Smart Controller Rebates	Customers can choose a WaterSense Certified Smart Controller that best suits their needs and proficiency capabilities.	26 Smart Controller Rebates (145 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.	1 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 (33.551 sf)	Staff is processing 3 new projects totaling 35,402 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).	7 Complaints	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 is currently updating the Demand Decision Models (DSS) to incorporate water consumption through 2018 and to reflect changes in programmatic offerings. The DSS Model is essential to tracking water efficiency performance relative to SCV Water’s SBx7-7 20% by 2020 targets. The updated information will enable staff to conduct a thorough needs analysis and subsequent recommendations for achieving SCV Water’s goals. Findings are anticipated for January 2019.

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.

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."

Conservation staff is currently evaluating 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. 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.



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Engineering and Operations Committee
 Planning Calendar
 FY 2018/19

ITEM NO.
 10.5

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			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			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																											
10 Recommend Approval of a Change Order with GSE Construction, Increase Vali Cooper's budget for Construction Management Services and increase MWDC'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 Recommend approval of a Work Authorization for TBD for Engineering Services for VOC Response Action/NCP	TBD																											
13 Recommend Approval of Resolution Awarding Construction Contract to TBD to Recoat Roof Interior of Honey Tank #1	TBD																											
14 Recommend Approval of Resolution Awarding Construction Contract to TBD to Recoat Exterior of Catala No. 4 Tank	TBD																											
15 TBD for final design of the Replacement Wells Pipeline/Infrastructure	TBD																											
16 SCWVA to Execute Consolidation and Water Service Agreement, and Financing Agreement for Construction of Pipeline to the Los Angeles Residential Community	TBD																											
17 Recommend Approval of Resolution Awarding Construction Contract to TBD for Pipeline to the Los Angeles Residential Community	TBD																											
18 Recommend Approval of Resolution Awarding Construction Contract to TBD for West Ranch Recycled Water Main Extension (Phase 2D) Project	TBD																											

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	
19	Recommend Approval of Resolution Awarding Construction Contract to TBD for Wastewater Return and Sludge Systems Project		D								D																		
20	Recommend Approval of Resolution Awarding Construction Contract to TBD for Recycled Water Vista Canyon (Phase 2B) Tank		C								C																		
21	Construction Contract to TBD for Recycled Water Vista Canyon (Phase 2B) Pipelines		A								A																		
22	Recommend approval of Resolution Awarding TBD for final design of the Groundwater Treatment Improvements (VOC Treatment)		N								N																		
23	Recommend Approval of Construction of a New 2.5 MG Deane Tank and Cost Sharing Agreement with Developer		C								C																		
24	Recommend Approval of Resolution Awarding Construction Contract to TBD for New Interite and Pressure Regulating Station with Newhall County Water District at Gary Street		E								E																		
25	Recommend Approval of Resolution Awarding Construction Contract to TBD for Pipeline in Rainbow Glen Drive		L								L																		
26	Recommend Approval of Construction of a New Deane Zone Pump Station and Cost Sharing Agreement with Developer		L								L																		
27	Recommend Approval of a Work Authorization for TBD for final design of the Magic Mountain Reservoir		E								E																		
28	Recommend Approval of Construction Contract Funding and a Work Authorization for Inspection Services for Magic Mountain Pipeline No. 6		D								D																		



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

JULY 2018

BOARD (1st meeting, July 3) – CANCELLED

JPA Meeting (1st 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 (1st 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 (1st 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 (1st 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 (1st 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 (2nd meeting, September 18)~~

~~JPA Meeting (2nd meeting, September 18) – CANCELLED~~

OCTOBER 2018

~~BOARD (1st meeting, October 2)~~

- ~~1. Approve Receiving and Filing of July 2018 Monthly Financial Report (consent)~~

~~JPA Meeting (1st meeting, October 2) – CANCELLED~~

COMMITTEE (October 15)

1. Discuss USCJVJPA 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 (2nd meeting, October 16)

1. Approve a Resolution Appointing Treasurer for SCV Water
2. Approve Resolutions Establishing Banking Authority

JPA Meeting (2nd meeting, October 16)

1. Approve a Resolution Appointing Treasurer for USCJVJPA
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 (1st 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 Intent 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 (1st 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 (2nd meeting, November 20)

JPA Meeting (2nd meeting, November 20) – CANCELLED



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

DECEMBER 2018

BOARD (1st 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 (1st 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 (1st 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 (1st 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 Migration 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 (1st meeting, February 5) – publishes January 29

1. Approve a Safety Incentive Plan **(RP)**
2. Approve Revised Claims Policy
3. Approve Receiving and Filing of November 2018 Monthly Financial Report **(RP)**

JPA Meeting (1st meeting, February 5) – MAY BE CANCELLED

SPECIAL COMMITTEE (February 11) – publishes Feb 4

1. Review Annual List of Professional Services Contracts **(RP)**
2. Recommend Approval of an Emergency Preparedness (TBD?) Specialist Classification **(RP)**
3. Review and Discuss Customer Service Post-Merger Activities **(EC)**
4. Semi-annual Review of State Water Contract Fund **(EC)**
5. Recommend Receiving and Filing CLWA and SCWD December 31, 2017 Financial Statements **(RP)**
6. Recommend Receiving and Filing SCV Water June 30, 2018 Financial Statements **(RP)**
7. Recommend Receiving and Filing of December 2018 Monthly Financial Report **(RP)**
8. Committee Planning Calendar

BOARD (2nd meeting, February 19) – publishes Feb 12

JPA Meeting (2nd meeting, February 19) – publishes Feb 12 – MAY BE CANCELLED

1. 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)**
2. Re-adopt Investment Policy
3. Elect officers

FINANCING CORPORATION SPECIAL MEETING – February 19

1. Election of SCV Water Financing Corporation Officers

MARCH 2019

BOARD (1st meeting, March 5) – publishes Feb 26



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

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 Receiving and Filing of FY 2018/19 Midyear Budget Report (consent) **(RP)**
5. Approve Receiving and Filing of December 2018 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1st meeting, March 5) – publishes Feb 26 - MAY BE CANCELLED

COMMITTEE (March 18)

1. 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)**
2. Recommend Receiving and Filing of FY 2018/19 Midyear Budget Report **(RP)**
3. Recommend Receiving and Filing of January 2019 Monthly Financial Report **(RP)**
4. Committee Planning Calendar

APRIL 2019

BOARD (1st meeting, April 2)

1. 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)**
2. Review and Provide Direction for Budget Baseline and Baseline Options **(RP)**
3. Approve Receiving and Filing of January 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1st meeting, April 2) – MAY BE CANCELLED

1. Approve POS and 2019A Revenue Bonds **(EC)**

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. Quarterly Review of State Water Contract Fund **(EC)**
5. Recommend Receiving and Filing of February 2019 Monthly Financial Report **(RP)**
6. Committee Planning Calendar

BOARD (2nd 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



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

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 (1st 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 (1st 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 (1st meeting, July 2)

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 (1st meeting, July 2) – MAY BE CANCELLED

COMMITTEE (July 15)



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

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 (1st 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 (1st 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 (1st 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 (1st 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

BOARD (1st meeting, October 1)

1. Approve Receiving and Filing of July 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1st 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



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

BOARD (1st meeting, November 5)

1. Approve Receiving and Filing of August 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1st 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 (1st meeting, December 3)

1. Approve Receiving and Filing of September 2019 Monthly Financial Report (consent) **(RP)**

JPA Meeting (1st 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 (1st 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 (1st meeting, January 7) – MAY BE CANCELLED

FINANCING CORPORATION ANNUAL MEETING (tbd)

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



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

BOARD (1st 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 (1st 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 (2nd meeting, February 18)

JPA Meeting (2nd meeting, February 18) – MAY BE CANCELLED

1. Re-adopt Investment Policy
2. Elect officers

MARCH 2020

BOARD (1st 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 (1st 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

BOARD (1st 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 (1st meeting, April 7) – MAY BE CANCELLED

COMMITTEE (April 20)



**FINANCE AND ADMINISTRATION COMMITTEE
PLANNING CALENDAR FY 2018/19 and 2019/2020**

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 (1st 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 (1st 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 (1st 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 (1st meeting, June 2) – MAY BE CANCELLED

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

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**PUBLIC OUTREACH AND LEGISLATION COMMITTEE
AGENDA PLANNING CALENDAR 2019**

January 15, 2019 Board Meeting

January 17, 2019 Committee

1. Legislative Consultant Reports
2. Tentative Agency's Media Policy
3. Consideration of Sponsorship for Maven's Notebook
4. Informational: Monthly Outreach Matrix
5. Informational: Legislative Tracking
6. Informational: Sponsorship Tracking
7. Informational: Public Outreach Event Calendar
8. Informational: Committee Planning Calendar

February 5, 2019 Board Meeting

February 19, 2019 Board Meeting

February 21, 2019 Committee

1. Legislative Consultant Reports
2. Tentative Blue Ribbon Committee
3. Informational: Monthly Outreach Matrix
4. Informational: Legislative Tracking
5. Informational: Sponsorship Tracking
6. Informational: Public Outreach Event Calendar
7. Informational: Committee Planning Calendar

March 5, 2019 Board Meeting

March 19, 2019 Board Meeting

March 21, 2019 Committee

1. Legislative Consultant Reports

April 2, 2019 Board Meeting

April 16, 2019 Board Meeting

April 18, 2019 Committee

1. Legislative Consultant Reports

May 7, 2019 Board Meeting

May 16, 2019 Committee

1. Legislative Consultant Reports

May 21, 2019 Board Meeting

June 4, 2019 Board Meeting

June 18, 2019 Board Meeting



**PUBLIC OUTREACH AND LEGISLATION COMMITTEE
AGENDA PLANNING CALENDAR 2019**

June 20, 2019 Committee

1. Legislative Consultant Reports

July 2, 2019 Board Meeting

**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 <i>Special</i>	Jan 7 Board <i>Special</i>	Jan 9 Comm	Feb 5 Board	Feb 13 Comm	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	May 7 Board <i>move/cancel</i>	May 13 Comm <i>Special</i>	Jun 4 Board	Jun 12 Comm
1 Update on Conservation Activities	C							CNL		C		C												
2 Devil's Den Semi-Annual Report	C																							
3 Status of Water Banking Programs	C				C													P						P
4 Status of Sustainable Groundwater Management Act Implementation				C				CNL		C								P						
5 Status of Recycled Water Program		C																						
6 Status of Sites Reservoir Project				C		C						C												
7 Status of Water Supplies																								
8 Status of Integrated Regional Water Management Plan Update																								
9 Status of Upper Santa Clara River Salt and Nutrient Management Plan								CNL				C												
10 Status of Rosedale Rio-Bravo Water Storage District Banking and Exchange Program Extraction Facilities														P	P									
11 Status of Devil's Den Solar Generation Facilities												C												
12 Recommend Authorizing the General Manager to Execute an Agreement for SCV Water's Participation in Sites Reservoir 2019 Participation Agreement								CNL						P	P									
13 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												C												
14 Recommend Approval of a Resolution Authorizing the General Manager to Execute the Delta Conveyance Financing Authority Joint Power Agreement										C	C													
15 CLOSED SESSION: Anticipated Litigation										C	C													
16 CLOSED SESSION: Anticipated Litigation										C	C													
17 Recommend Approval of a Resolution Authorizing the General Manager to Enter into Contracts 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														P	P									
18 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)																								
19 California's Fourth Climate Change Assessment																								

**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	Mar 5 Board	Mar 13 Comm	Apr 2 Board	Apr 10 Comm	May 7 Board	May 13 Comm	Jun 4 Board	Jun 12 Comm
20	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																	P	P					
21	Review of Watershed Recharge Feasibility Study																							P
22	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																						
23	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																						
24	Appoint a Fourth Santa Clarita Valley Groundwater Sustainability Agency Director and Alternate Director, and Designate a Single Alternate Director for Each Existing Director		C																					
25	Recommend Approval of a Resolution Authorizing the General Manager to Execute an Assignment of Buena Vista-Rosedale Rio Bravo Water Supply to the Proposed Tapia Annexation		C																					
26	Recommend Adoption of a Resolution Approving a Labor Compliance Program on Certain Grant-Funded Public Works Capital Improvement Projects and Authorize Staff to Pursue Approval of the Labor Compliance Program by the Department of Industrial Relations					C																		
27	Recommend Authorizing the General Manager to Execute a Memorandum of Understanding with United Water Conservation District to Facilitate Cooperative Watershed Planning					C																		
28	Review Proposed Integrated Regional Water Management Proposition 1 Grant Funding Allocation Strategy					C																		
29	Recommend Adoption of a Resolution Authorizing the General Manager to Execute a Grant Agreement on Behalf of the Santa Clarita Valley Groundwater Sustainability Agency (SCV-GSA) with the California Department of Water Resources for Preparation of Portions of a Groundwater Sustainability Plan (GSP)					C																		