

As a matter of proper business decorum, the Board of Directors respectfully request that all cell phones be turned off or placed on vibrate. To prevent any potential distraction of the proceeding, we request that side conversations be taken outside the meeting room.

AGENDA
REGULAR BOARD MEETING
THREE VALLEYS MUNICIPAL WATER DISTRICT
1021 E. MIRAMAR AVENUE, CLAREMONT, CA 91711

Wednesday, November 4, 2020 – 8:00 a.m.

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Executive Order N-29-20 issued by Governor Newsom in response to the COVID-19 outbreak and as a precaution to our Board of Directors, staff and the public, Three Valleys MWD will hold its Board meeting via teleconference. The public's physical attendance at the district is not allowed. The public may participate in the teleconference by clicking on the link below:

<https://attendee.gotowebinar.com/register/8439526209921736463>

(Dial-in instructions are provided after registering at the link above)

Any member of the public wishing to participate in Public Comment may do so by filling out the speaker's card at the following link: **<https://arcg.is/0z5GqO>**

The mission of Three Valleys Municipal Water District is to supplement and enhance local water supplies to meet our region's needs in a reliable and cost-effective manner.

Item 1 – Call to Order

Kuhn

Item 2 – Roll Call

**Executive
Assistant**

Item 3 – Additions to Agenda [Government Code Section 54954.2(b)(2)]

Kuhn

Additions to the agenda may be considered when two-thirds of the board members present determine a need for immediate action, and the need to act came to the attention of TVMWD after the agenda was posted; this exception requires a degree of urgency. If fewer than two-thirds of the board members are present, all must affirm the action to add an item to the agenda. *The Board shall call for public comment prior to voting to add any item to the agenda after posting.*

Item 4 – Reorder Agenda

Kuhn

Item 5 – Public Comment (Government Code Section 54954.3)

Kuhn

Opportunity for members of the public to directly address the Board on items of public interest within its jurisdiction. The public may also address the Board on items being considered on this agenda. TVMWD requests that all public speakers complete a speaker's card and provide it to the Executive Assistant.

We request that remarks be limited to five minutes or less. Pursuant to Government Code Section 54954.3, if speaker is utilizing a translator, the total allotted time will be doubled.

Item 6 – General Manager’s Report

Litchfield

The Executive Leadership Team will provide brief updates on existing matters under their purview and will be available to respond to any questions thereof.

6.A – Audit Services Agreement – [enc]

Linthicum

The Board will review a revised proposal from the current auditors for a continuation of their financial audit services and may direct staff to return this item to a future Board meeting for consideration of approval.

6.B – CY 2021 Meeting Schedule – [enc]

Litchfield

The Board will review the proposed CY 2021 Meeting Schedule and may direct staff to return this item to a future Board meeting for consideration of approval.

6.C – Draft Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities – [enc]

Litchfield

The Board will review the Miramar 2.0 agreement and may direct staff to return this item to a future Board meeting for consideration of approval.

6.D – Proposed Legislation Update – [enc]

Howie

The Board will review the proposed legislation regarding revisions to current law to ensure minimum standards for public participation as well as revise notice requirements to allow for greater public participation in teleconference meetings of local agencies.

6.E – TVMWD Well No. 1 Rehabilitation Project – [enc]

Peralta

The Board will be given an update on the status of selecting a qualified contract to perform rehabilitation work on TVMWD Well 1. Staff will present preliminary information on the proposed work and potential contractor. The Board may direct staff the bring this item to a future Board meeting for consideration of approval.

6.F – TVMWD Electrical Upgrade Project – [enc]

Kellett

The Board will be given an update on the status of selecting a qualified contract to perform electrical upgrades at Miramar, TVMWD Well 1, and TVMWD Well 2. Staff will present preliminary information on the proposed work and potential contractor. The Board may direct staff the bring this item to a future Board meeting for consideration of approval.

Item 7 – Closed Session

Kuhn

7.A – Conference with Legal Counsel – Existing Litigation [Government Code Section 54956.9(d)(1)]

Name of Case: Chino Basin Municipal Water District v. City of Chino, et al., San Bernardino County Superior Court Case No. RCV RS 51010

7.B – Conference with Legal Counsel – Anticipated Litigation

- Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2)
- One potential case

Item 8 – Future Agenda Items

Kuhn

Item 9 – Adjournment and Next Meeting

Kuhn

The Board will adjourn to a regular Board Meeting on Wednesday, November 18, 2020 at 8:00 a.m.

American Disabilities Act Compliance Statement

Government Code Section 54954.2(a)



Any request for disability-related modifications or accommodations (including auxiliary aids or services) sought to participate in the above public meeting should be directed to the TVMWD's Executive Assistant at (909) 621-5568 at least 24 hours prior to meeting.

Agenda items received after posting

Government Code Section 54957.5


Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public review at the TVMWD office located at, 1021 East Miramar Avenue, Claremont, CA, 91711. The materials will also be posted on the TVMWD website at www.threevalleys.com.

Three Valleys MWD Board Meeting packets and agendas are available for review on its website at www.threevalleys.com.



Board of Directors Staff Report

To: TVMWD Board of Directors

From: Matthew H. Litchfield, General Manager 

Date: November 4, 2020

Subject: **Audit Services Agreement**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input checked="" type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

TVMWD has utilized the audit services of Lance, Soll & Lunghard, LLP (LSL) since FY 07/08. LSL has numerous years of experience and extensive knowledge in working with water agencies. Over the years, LSL has consistently provided outstanding service and professionalism, additional assistance as needed throughout the year, and they work extremely well with TVMWD staff.

The current agreement with LSL has expired. As requested by the board, attached is LSL's revised proposal which is a three-year agreement with the option for two additional years. LSL will rotate the audit partner every two years to increase their objectivity and provide a fresh perspective.

Also attached is LSL's latest peer review, which is an assessment by an independent audit firm of the design of the quality controls and LSL's compliance therewith based on a review of recent accounting and audit engagements.

Staff believes the proposed fee is reasonable for the value of service received. Staff also feels that by retaining LSL as TVMWD's audit firm, we will maintain continuity, a high level of experience, and there will be no impact to staff by introducing a new firm at this time.

As requested by the board, staff will gather feedback at our Member Agency Manager's Meeting on November 10, 2020 and return with this information at the Board of Director's Meeting on November 18, 2020.

Strategic Plan Objective(s):

3.3 Be accountable and transparent with major decisions

Attachment(s):

Exhibit A – Lance, Soll & Lunghard, LLP Proposal

Exhibit B – Lance, Soll & Lunghard Peer Review Report

Meeting History:

Board of Director's Meeting – October 21, 2020, Action Item

NA/JL



October 21, 2020

James Linthicum, CPA
Chief Finance Officer
Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, CA 91711

Dear Mr. Linthicum,

At your request, Lance, Soll & Lunghard, LLP is providing you a quote for audit services of the Three Valleys Municipal Water District for the next three (3) fiscal years beginning fiscal year ending June 30, 2021 with the option of two (2) additional years. The services to be provided will be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

The report to be issued will include the following:

- An audit opinion based on our audit of the financial statements of the Three Valleys Municipal Water District. These financial statements will be included within a Comprehensive Annual Financial Report (CAFR) and meet all the requirements necessary to receive the Government Finance Officers Association Award for Excellence in Financial Reporting.
- A report on internal control over financial reporting and other matters based on and audit of financial statements performed in accordance with Government Auditing Standards. This report will include recommendations on the internal control structure, which consists of the control environment, accounting system, and control procedures; and apparent noncompliance with laws, rules, and regulations and any other material matter coming to our attention during the conduct of the audit examination.

During the course of our audit, we will be available to provide assistance and information to District staff when required including helpful recommendations to management.

We have made it an absolute priority to provide the Three Valleys Municipal Water District with the best service available and we would like to continue to provide this level of service to the District. Since we are familiar with your accounting system, we will be able to perform an efficient and effective audit under current audit standards, which will benefit the District with continuity of firm personnel and minimal disruption to District staff during the audit.





James Linthicum, CPA
 Chief Finance Officer
 Three Valleys Municipal Water District

We are proposing this contract to provide continuous and undisrupted audit services to the District. To offer a fresh look at your organization, increase objectivity and independence, we are including a rotation of audit partners. Mr. Richard Kikuchi will be the audit partner for the audit of the fiscal year ending June 30, 2021, Mr. Bryan Gruber will rotate as the audit partner for the fiscal years ending June 30, 2022 and 2023, and Mr. Richard Kikuchi will rotate back as the audit partner for the fiscal years ending June 30, 2024 and 2025. As part of our services LSL CPAs, will continue to provide extensive Governmental Accounting Standards Board (GASB) assistance to the District throughout the years of the agreement.

Our quoted price for the above procedures will be as follows:

Services	2020-21	2021-22	2022-23	Option Years	
				2023-24	2024-25
District's financial audit	\$ 24,195	\$ 24,670	\$ 25,170	\$ 25,670	\$ 26,180

Again, LSL CPAs looks forward to continue to provide quality services to the Three Valleys Municipal Water District. Please sign below to acknowledge your acceptance of this agreement and return to my attention. Should you or any other representative of the District have additional questions regarding this agreement, please do not hesitate to contact Richard Kikuchi, Partner as (714) 672-0022.

Very truly yours,

Richard K. Kikuchi, Partner
 LANCE, SOLL & LUNGHARD, LLP

RESPONSE:

This letter correctly sets forth the understanding of Three Valleys Municipal Water District.

By: _____

Title: _____

Date: _____

MARK F WILLE
Certified Public Accountant
A PROFESSIONAL ACCOUNTANCY CORPORATION

Report on the Firm's System of Quality Control

January 17, 2020

To the Partners
Lance, Soll & Lunghard, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP (the firm) in effect for the year ended May 31, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants.

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

As a part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.



Opinion


In our opinion, the system of quality control for the accounting and auditing practice of Lance, Soll & Lunghard, LLP in effect for the year ended May 31, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Lance, Soll & Lunghard, LLP has received a peer review rating of *pass*.

Mark F Wille, APAC

Mark F Wille
A Professional Accountancy Corporation



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: November 4, 2020
Subject: **CY 2021 Meeting Schedule**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

The proposed CY 2021 meeting schedule includes information regarding Regular Board Meetings and major conference events planned for CY 2021. The occurrence of MWD Inspection Tours and TVMWD Leadership Breakfasts will be based on the COVID-19 restrictions in place at that time.

Strategic Plan Objective(s):

3.3 Be accountable and transparent with major decisions

Attachment(s):

Exhibit A – CY 2021 Meeting Schedule

Meeting History:

None

NA/ML



THREE VALLEYS MUNICIPAL WATER DISTRICT 2021 BOARD MEETING AND CONFERENCE SCHEDULE Adopted: DRAFT

LEGEND
Board Meetings
MWD Inspection Tours - TBD
District Holidays
Major Conferences
Leadership Breakfast - TBD

JANUARY 2021
Holiday - January 1
Board Meeting - January 6
Board Meeting - January 20

FEBRUARY 2021
Board Meeting - February 3
Holiday - February 15
Board Meeting - February 17

MARCH 2021
Board Meeting - March 3
Board Meeting - March 17
CA-NV Operator Symposium - March 23-24

APRIL 2021
Board Meeting - April 7
Board Meeting - April 21

MAY 2021
ACWA Spring Conference - May 4-7
Board Meeting - May 5
Board Meeting - May 19
Holiday - May 31

JUNE 2021
Board Meeting - June 2
AWWA Annual Conference - June 13-16
Board Meeting - June 16

JULY 2021
Holiday - July 5
Board Meeting - July 7
Board Meeting - July 21
<i>July Board meetings subject to cancellation</i>

AUGUST 2021
Board Meeting - August 4
Board Meeting - August 18
CSDA Annual Conference - Aug. 30 - Sept. 2
<i>August Board meetings subject to cancellation</i>

SEPTEMBER 2021
Board Meeting - September 1
Board Meeting - September 6
Board Meeting - September 15


OCTOBER 2021
Board Meeting - October 6
Board Meeting - October 20
CA-NV Fall Conference - October 18 - 21

NOVEMBER 2021
Board Meeting - November 3
Holiday - November 11
Board Meeting - November 17
Holiday - November 25-26
ACWA Fall Conf. - November 30 - December 3

DECEMBER 2021
Board Meeting - December 1
Board Meeting - December 15
Holiday - December 24
Holiday - December 31



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: November 4, 2020
Subject: **Draft Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

In October of 1984, Three Valleys Municipal Water District (“TVMWD”), Southern California Water Company (now Golden State Water Company “GSWC”), and the City of La Verne (“La Verne”) entered into an agreement titled *Agreement for the Construction, Operation and Maintenance of Miramar Water Treatment, Water Transmission, and Hydroelectric Generating Facilities* (“Miramar Agreement”) in response to the need for a supplemental, reliable, energy efficient source of treated water for present and future needs of the Partners. Soon after, construction of the Miramar Treatment Plant commenced, and the plant was placed into operation in 1986.

In April of 1991, TVMWD and GSWC entered into an additional agreement titled *Agreement for Capital Improvement for Construction, Operation, and Maintenance of a new 8 million-gallon (MG) Reservoir No. 2 Project* (“Reservoir 2 Agreement”). Construction of Reservoir No. 2 was completed and placed into operation soon thereafter.

TVMWD, GSWC, and La Verne acknowledge and agree that all original construction activities associated with the Miramar Agreement and the Reservoir 2 Agreement have been completed and that the provisions in the original Miramar Agreement and the Reservoir 2 Agreement related to the responsibilities of each Party during the construction of the Miramar System and Reservoir No. 2 are no longer valid or in force. The Partners agree that a new agreement that addresses current operations and maintenance activities is long overdue.

Attached as **Exhibit A** is a draft agreement negotiated by the Partners titled *Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities*, also referred to as “Miramar 2.0 Agreement”.

The Partners goals and objectives for Miramar 2.0 Agreement is to memorialize the capacity rights for the Partners at the nominal capacity of 30 cubic feet per second (“cfs”) and memorialize the service area for GSWC to include service areas for both GSWC-Claremont and GSWC-San Dimas. In addition, GSWC wishes to memorialize their peaking capacity rights from Reservoir No. 2. Lastly, the Partners agree that the execution of the Miramar 2.0 Agreement will terminate the original Miramar Agreement and the Reservoir 2 Agreement and restate the respective rights and duties of the Partners concerning the operation and maintenance of the Miramar System.

Per the terms of the draft Miramar 2.0 Agreement, TVMWD will be the last partner to execute the agreement. Staff is requesting input from the Board at this stage and requesting to bring the Miramar 2.0 Agreement to a future board meeting for execution once GSWC and La Verne execute the agreement.

Strategic Plan Objective(s):

2.1 - Increase Miramar Treatment Plant deliveries to 60% - 70% of available capacity

3.3 – Be accountable and transparent with major decisions

3.5 – Ensure that all of the region’s local government policy makers understand TVMWD’s role in the delivery of water

4.4 - Align agreements to current business practices

Attachment(s):

Exhibit A – Agreement for Operation and Maintenance of Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities (Draft).

Meeting History:

None

NA/ML

AGREEMENT FOR OPERATION
AND MAINTENANCE OF MIRAMAR WATER
TREATMENT, WATER TRANSMISSION,
AND HYDROELECTRIC GENERATING FACILITIES

This Agreement is by and between THREE VALLEYS MUNICIPAL WATER DISTRICT, a Municipal Water District organized and existing pursuant to Section 71000 et seq. of the California Water Code (“TVMWD” herein), the CITY OF LA VERNE, a California general law city (“LA VERNE” herein), and GOLDEN STATE WATER COMPANY (formerly known as Southern California Water Company), a California corporation (“GSWC” herein). LA VERNE and GSWC are each referred to as “Partner” and jointly referred to as “Partners” herein. TVMWD, LA VERNE, and GSWC are each referred to as “Party” and jointly referred to as “Parties” herein.

RECITALS:

A. On or about October 5, 1984, the Parties hereto entered into an Agreement for Construction, Operation and Maintenance of Miramar Water Treatment, Water Transmission, and Hydroelectric Generating Facilities (“Miramar Agreement”) in response to the need for a

supplemental reliable, energy efficient source of treated water for present and future needs of Partners.

B. On or about April 26, 1991, TVMWD and GSWC entered into an Agreement for Capital Improvement for construction, operation, and maintenance of a new 8 million-gallon (MG) Reservoir No. 2 Project ("Reservoir 2 Agreement").

C. The Parties acknowledge and agree that all original construction activities associated with the Miramar Agreement and the Reservoir 2 Agreement have been completed and that the provisions in the Miramar Agreement and the Reservoir 2 Agreement related to the responsibilities of each Party during the construction of the Miramar System and Reservoir No. 2 (as defined below) are no longer valid or in force.

D. The Parties further acknowledge that TVMWD is a member agency of the Metropolitan Water District of Southern California ("MWD") and TVMWD will operate the Metropolitan Service Connections (specifically PM-21) in accordance with MWD's Administrative Code.

E. The Parties acknowledge the Agreement is not intended or expected to change the current practice of charging a single rate for treated water deliveries.

F. The Partners acknowledge and agree that they are member agencies of TVMWD and are therefore subject to all policies adopted by the TVMWD Board of Directors.

G. The intent of the Agreement is to memorialize the capacity rights for the Partners at the nominal capacity of 30 cubic feet per second ("cfs") and memorialize the service area for GSWC includes service areas for both GSWC-Claremont and GSWC-San Dimas.

H. This agreement memorializes that the Partners can deliver water to their service areas that are within Three Valleys service area.

I. The Parties further acknowledge and agree that the Parties have paid in full, individually and collectively, all debt that was encumbered under the Miramar Agreement and Reservoir 2 Agreement, and that there are no outstanding bonds, certificates of participation, and/ or loans that remain to be paid in association with the Miramar System or Reservoir No. 2 (as defined below); and

J. The Parties wish by execution of this Agreement to terminate the Miramar Agreement and the Reservoir 2 Agreement and restate the respective rights and duties of the Parties concerning the operation and maintenance of the Miramar System (as defined below).

COVENANTS:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereof, the Parties hereto do agree as follows:

SECTION I EFFECTIVE DATE; EFFECT; TERM.

A. EFFECTIVE DATE.

This Agreement must be executed by each Party before it is binding on any Party. TVMWD shall be the last Party to execute this Agreement, which shall become effective on the date executed by TVMWD ("Effective Date").

B. EFFECT.

As of the Effective Date, this Agreement shall supersede the Miramar Agreement and the Reservoir 2 Agreement, which is hereby expressly terminated by mutual consent of the Parties. In the event of any inconsistency between the provisions of this Agreement and any prior contracts between and/ or among any of the Parties regarding the Miramar System or Reservoir No. 2 (as defined below), the provisions of this Agreement shall control.

C. TERM.

Unless earlier terminated, extended, and/ or amended in accordance with the provisions hereof, the term of this Agreement shall commence on the Effective Date and continue so long as the Miramar System remains in existence ("Term").

SECTION II DEFINITIONS.

A. MIRAMAR SYSTEM.

The "Miramar System" means the Miramar Water Treatment, Water Transmission and Hydroelectric Generating Facilities as depicted in Exhibit A hereof and incorporated herein by this reference. Additionally, the Miramar System includes any future metered service connections, Repairs and Replacements and/ or Capital Improvements.

B. RESERVOIR NO. 2.

"Reservoir No. 2" means the 8 MG Finished Water Reservoir constructed to address GSWC peak water demands. Reservoir No. 2 is inclusive of the Miramar System.

C. PUMPBACK FACILITIES.

The "Pumpback Facilities" means the facilities as depicted in Exhibit B hereof and incorporated herein by this reference.

D. HYDRO UNITS.

The "Hydro Units" means the hydroelectric generating facilities as depicted in Exhibit C hereof and incorporated herein by this reference.

E. WELLS.

The "Wells" means the groundwater production wells as depicted in Exhibit D hereof and incorporated herein by this reference.

F. CAPACITY.

For purposes of this Agreement, "Capacity" means the right to purchase and receive a specific amount or percentage of the flow of water available through the Miramar System; provided, however, said right shall be subject to availability of water supplies. Each Partner is entitled to an equal share of capacity up to 30 cubic feet per second (CFS) of combined flow. All flow above 30 CFS is delivered at the sole discretion of TVMWD.

G. REPAIRS AND REPLACEMENTS.

For purposes of this Agreement, "Repairs and Replacements" means those modifications to the Miramar System that are not a Capital Improvement.

H. CAPITAL IMPROVEMENTS.

For purposes of this Agreement, “Capital Improvements” means modifications to the Miramar System that enhance or expand its operation.

SECTION III OWNERSHIP; CAPACITY; AVAILABLE FLOW.

A. OWNERSHIP.

The Miramar System shall be owned, operated and maintained by TVMWD. TVMWD shall hold clear and unencumbered title in and to the Miramar System and shall have all rights to operate the Miramar System, including flows and reservoir levels, subject to the capacity rights of the Partners.

B. CAPACITY.

1. The design capacity of the Miramar System is thirty (30) cubic feet per second (“cfs”). The Parties acknowledge that the actual capacity of the Miramar System may vary depending on many factors, including but not limited to availability of water from MWD, water quality concerns, and maintenance and repair activities.

2. LA VERNE shall be allocated a nominal capacity of fifteen (15) cfs of available Capacity from the Miramar System.

3. GSWC shall be allocated a nominal capacity of fifteen (15) cfs of available Capacity from the Miramar System.

4. The Capacity of each Partner must be used within the Partner's service areas.

5. Each Partner shall have the right to the use of its Capacity, provided it is not in default.

6. All water shall be withdrawn from the Pipeline at metered service connections as provided for and in the manner as set forth in this Agreement.

C. SHARE OF AVAILABLE FLOW.

1. At such times when the capacity of the Miramar System is fully subscribed, Partners shall be entitled to a share of the available flow not exceeding 30 cfs of combined flow.

2. At such times when the capacity of the Miramar System is not fully subscribed, each Partner shall have the right to exceed its respective Capacity by purchase of water from the Miramar System at the then current Water Rate up to a combined 30 cfs.

3. Water from the Miramar System may be sold by TVMWD to agencies other than the Partners. The water sold to other agencies is on an interruptible basis when flow is available in excess of the then-demands of the Partners, provided the Partners demands are less than a combined 30 cfs.

4. This agreement recognizes the right of GSWC to temporarily increase flow from the Miramar System to meet the peak daily demands of GSWC's system. This right to meet peak daily demands does not supersede La Verne's 15 cfs capacity right.

5. The Partners agree that operational situations may occur that are outside the consideration of this agreement. These situations could be, but are not limited to, emergency situations, fires, earthquakes, or other scenarios. The Partners agree to work collaboratively to achieve and maintain reliable water deliveries.

D. ASSIGNMENT OF CAPACITY.

Each Partner may temporarily assign part or all its Capacity up to 15 cfs to another TVMWD Member Agency. Each assignment shall receive the prior written consent by TVMWD and the other Partner.

SECTION IV OPERATION AND MAINTENANCE.

A. TVMWD TO OPERATE AND MAINTAIN.

1. TVMWD shall manage, operate, and maintain the Miramar System.
2. TVMWD shall control all devices, meters, and valves appurtenant to the

Miramar System. The costs of operation and maintenance of the Miramar System shall be borne by TVMWD.

3. Subject to the provisions of this Agreement, TVMWD shall not be impaired from exercising its rights, powers and duties as a Municipal Water District under law and as set forth in the Water Code of the State of California.

4. The Board of Directors of TVMWD shall determine all matters of policy concerning the Miramar System and TVMWD's General Manager shall be responsible for the management, operation and maintenance of the Miramar System, subject to the provisions of this Agreement and applicable law.

B. WATER RATES AND CHARGES.

1. TVMWD shall establish rates and charges necessary to manage, operate and maintain the Miramar System and other TVMWD operations, including Repairs and

Replacements and Capital Improvements. Rates and charges shall be determined by TVMWD's Board of Directors via resolution.

2. The Partners shall each pay the applicable rates and charges as established by TVMWD for all member agencies.

SECTION V EXTRAORDINARY PROJECT ACTIVITIES.

A. REPAIRS AND REPLACEMENTS.

1. TVMWD shall administer and make all Repairs and Replacements.
2. The cost of Repairs and Replacements shall be paid by TVMWD and included in its annual budget, to be recovered through its annual rates and charges.
3. In the event of an emergency, TVMWD is authorized to cause Repairs or Replacements to be made in order to preserve the continuous operation of the Miramar System.
4. All Repairs or Replacements shall be consistent with sound engineering, construction, and operating practices.

B. CAPITAL IMPROVEMENTS.

TVMWD, in the exercise of its sole discretion, may undertake Capital Improvements, provided that such Capital Improvements do not impact the capacity rights of the Partners.

SECTION VI DEFAULT; REMEDIES.

A. DEFINITION OF DEFAULT BY TVMWD.

1. A default by TVMWD shall be the intentional and willful failure or refusal of TVMWD to provide water from the Miramar System to any Partner, provided such failure or refusal is not due to or the result of any of the following: unavailability of water from MWD; physical defects or operational failure of the Miramar System; required operation and maintenance activities; riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, wind, landslides, and fire, or labor disputes or other catastrophic events beyond the reasonable control of TVMWD; or compliance with any order or directive of a court of competent jurisdiction or of any Federal, State or local government agency exercising applicable jurisdiction over TVMWD, the operation of the Miramar System, or the quality or quantity of water produced therefrom.

2. "Default by TVMWD" does not include the exercise of any right and authority of TVMWD to terminate the Capacity of a Partner on account of default by such Partner.

B. PARTNERS REMEDIES ON DEFAULT BY TVMWD.

For any financially calculable losses incurred by a Partner as a result of default by TVMWD, the Partner shall submit a claim to TVMWD to be reviewed and approved by the TVMWD Board of Directors for payment.

C. ALL OTHER REMEDIES IN LAW AND EQUITY AVAILABLE.

The Parties agree that the remedies set forth herein are not exclusive, and any one or all or other remedies provided by law or equity may be exercised against a defaulting Party.

D. ATTORNEYS FEES AND COSTS TO PREVAILING PARTY.

Should any Party commence an action to enforce the provisions of, or actions arising out of, this Agreement, then such Party that prevails in that action, proceeding, or suit shall be entitled to recover reasonable attorneys fees, costs, expert witness fees, consultant's

fees and testing fees in connection therewith, including such fees for prosecuting, defending any appeal, or incurred in any supplemental proceeding, until judgment is satisfied in full.

SECTION VII DISPUTE RESOLUTION.

Except as specifically provided herein to the contrary, if any dispute shall arise among any of the Parties regarding the Miramar System, or otherwise arising out of or related to this Agreement, and if such dispute cannot be settled by conference among the Parties within a period of thirty (30) consecutive calendar days after such dispute arises, or within such additional time as the Parties may agree upon, in writing, then such dispute shall be submitted to mediation for possible resolution prior to any Party initiating legal action in a court of competent jurisdiction under the terms of this Agreement.

SECTION VIII NOTICE.

A. PRESENTATION.

Any notice or written approval to be given under this Agreement shall be given by personal delivery to the Parties or by addressing it as set forth below, depositing it in any United States Post Office, Registered or Certified mail, postage prepaid, and effective two days after the date of deposit.

B. ADDRESS.

Notice or written approval shall be addressed as follows:

Three Valleys Municipal Water District
1021 E. Miramar Avenue
Claremont, California 91711

City of La Verne Public Works Department
City Hall
3660 "D" Street
La Verne, California 91750

Golden State Water Company
630 East Foothill Blvd.
San Dimas, California 91773
Attn: President

C. CHANGE.

Any Party may change its address for notices or written approvals by written notice to the other Parties.

SECTION IX INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION.

Neither TVMWD nor any of its officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water from the Miramar System after such water has been delivered to a Partner; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage handling, use, disposal, or distribution of such water beyond the point of such delivery; and the Partner to which such water was delivered shall indemnify and hold harmless TVMWD and its officers, agents, and employees from any such damage or claims of damages, and shall reimburse TVMWD for costs of repair of the Miramar System and other damages resulting from the operations of said Partner. Neither the Partners nor any of their respective officers, agents, or employees shall be liable for the control, carriage, handling, use, disposal, or distribution of water from the Miramar System prior to such water being delivered to said Partners; nor for claim of damage of any nature whatsoever, including but not limited to property damage, personal injury or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water prior to its delivery to said Partners, excepting, however, claims by TVMWD for costs of repair to the Miramar System and other damages resulting from the operations of a Partner or

Partners; and TVMWD shall indemnify and hold harmless the Partners and their respective officers, agents, and employees from any such damages or claims, except claims by TVMWD for costs of repair of the Miramar System and other damages resulting from the operations of a Partner or Partners.

B. INSURANCE.

During the Term, each Party shall procure and maintain such policies of insurance as will reasonably protect it and the other Parties from any and all exposure to loss or liability arising out of this Agreement.

SECTION X GENERAL PROVISIONS.

A. SUCCESSORS AND ASSIGNS.

1. This Agreement shall inure to the benefit of and be binding upon each of the Parties and their successors and assigns.

2. The Parties shall not assign any of their rights or duties under this Agreement without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

B. INTEGRATION AND AMENDMENT.

1. This Agreement constitutes the entire understanding of the Parties with respect to the Miramar System and supersedes any and all prior agreements, whether oral or written, between and/ or among the Parties in connection therewith.

2. This Agreement may not be amended unless by written instrument duly executed by all Parties.

C. INTERPRETATION AND ENFORCEMENT.

1. This Agreement shall be construed as if it was jointly prepared by all Parties, and any uncertainty or ambiguity contained herein shall not be interpreted against the Party drafting same.

2. This Agreement shall be enforced and governed by the laws of the State of California. Venue for any action brought to interpret or enforce any provision of this Agreement shall be a state or federal Court of competent jurisdiction situated in the County of Los Angeles, State of California.

D. HEADINGS.

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

E. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to a Party or any other person or circumstance is for any reason held invalid, it shall be deemed severable, and the validity of the remainder of the Agreement or the application of such provision to the other Parties or to any person or circumstance shall not be affected thereby.

F. COUNTERPARTS.

This Agreement shall be executed by all parties in duplicate counterparts, each of which shall be considered an original Agreement.

[Signatures on following pages]

IN WITNESS WHEREOF the parties hereto have executed this Agreement which is effective the date executed by TVMWD.

Dated _____

THREE VALLEYS MUNICIPAL WATER DISTRICT

Approved as to form:

By: _____

President

By: _____

Secretary

By: _____

Attorney for TVMWD

Approved as to form:

CITY OF LA VERNE

By: _____

Mayor

Attest: _____

City Clerk

GOLDEN STATE WATER COMPANY

By: _____

Vice President of Operations

GOLDEN STATE WATER COMPANY

By: _____

Senior Vice President and CFO

Exhibit A
Definition of Miramar System

The Miramar System begins at TVMWD service connection PM-21 and terminates at all of the service connections for the Partners. The Miramar System also includes the Pumpback System, Hydro Units, and Wells as defined in subsequent Exhibits. For each of the City of La Verne metered connections, the point of termination is the flange downstream/after the flow control valve. For the Golden State Water Company metered connections the point of termination is the flange upstream/before the flow control valve. TVMWD shall have sole responsibility for the ownership, operations, maintenance, and repair of all facilities included in the Miramar System up to these points.

Exhibit B
Pumpback System

The Pumpback System is defined as the specific facilities necessary to operate the Miramar System when utilizing only TVMWD Service connection PM-15A/B via the Pomona Walnut Roland Joint Water Line (JWL). A separate agreement is in place for the maintenance and cost sharing to operate these facilities.

Exhibit C
Hydro Units


Hydro Units are defined as any existing facility including future builds or upgrades. The facilities include: Builds, Turbine, Generator, Switchgear, Valves and associated Piping. TVMWD shall have sole responsibility for the ownership, operations, maintenance, and repair of all facilities included in the Hydro Units.

Exhibit D
Wells

TVMWD currently owns and operates wells that serve as an additional local supply source to the Miramar System. All of these existing well and any future wells are considered part of the Miramar System. TVMWD shall have sole responsibility for the ownership, maintenance, operation and repair of these wells.



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: November 4, 2020
Subject: **Proposed Legislation Update**

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

At the beginning of the current COVID-19 pandemic in March of this year, the Governor issued Executive Order N-29-20, permitting expanded use of teleconferencing during the duration of the pandemic.

Over the last few months, the district has been working in coordination with both legal counsel and our state legislative lobbyist, Mike Arnold & Associates, to formulate and propose legislation that would allow public agencies to continue the option of conducting remote meetings permanently. Considering the modern digital age, we believe this will allow broader access through teleconferencing – consistent with the current Executive Order.

Broadened access to public meetings since March has proven to be an effective and seamless way of conducting meetings, a view shared with the district by many agencies throughout the state. It is the intent of this legislation to improve and enhance this expanded form of public access to local agency meetings well into the future.

The legislative counsel language and a summary statement is attached. The district is currently working in coalition with other agencies/associations and through its lobbyist firm to select a legislator to introduce this bill as part of the legislative package for 2021.

Strategic Plan Objective(s):

3.3– Be accountable and transparent with major decisions

3.5 – Ensure that all of the region’s local government policy makers understand TVMWD’s role in the delivery of water

Attachment(s):

Exhibit A – Legislative Counsel Language

Exhibit B – Draft Legislation Summary Statement

Meeting History:

None

NA/KH

Item 6.D - Exhibit A

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An act to amend Section 54953 of the Government Code, relating to local government.

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THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) ~~If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and allow members of the public to observe the meeting and address the legislative body, and it shall give notice of the meeting and post agendas as otherwise required by this chapter. The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may observe the meeting and offer public comment. The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location. If the legislative body uses teleconferencing to hold a meeting, the legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodations for individuals with disabilities, consistent with Section 202 of the Americans with Disability Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. The procedure for receiving and resolving requests for accommodation shall be noticed each time notice of the means by which members of the public may observe the teleconference meeting and offer public comment is made.~~

(4) For the purposes of this section, "teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. ~~Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.~~

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.



(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

~~(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting. (2) Nothing in this subdivision shall be construed as discouraging health authority members of a legislative body from regularly meeting at a common physical site within the jurisdiction of the authority local agency or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section. local agency.~~

~~(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.~~

SEC. 2. It is the intent of the Legislature in enacting this act to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options consistent with the Governor's Executive Order N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 3. The Legislature finds and declares that Section 1 of this act, which amends Section 54953 of the Government Code, furthers, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings.



LEGISLATIVE COUNSEL'S DIGEST

Bill No.
as introduced, _____.
General Subject: Open meetings: local agencies: teleconferences.

Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined.

Executive Order N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill would delete those teleconferencing requirements of the act. Under the bill, the legislative body of a local agency would be required to allow members of the public to observe the meeting and address the legislative body of a local agency. The bill would also require a legislative body to give notice of the meeting and post agendas, as described above under existing law. The bill would require that in each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, that the legislative body also give notice of the means by which members of the public may observe the meeting and offer public comment and that the legislative body have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the Americans with Disabilities Act, as provided.

This bill would declare the Legislature's intent, consistent with the Governor's Executive Order N-29-20, to improve and enhance public access to local agency meetings into the future, and considering the digital age, by allowing broader access through teleconferencing options.

The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to



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public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

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Proposed Legislation

Enhancing Public Access Through Teleconferencing

Background:

As part of his response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20 to expand public access to meetings of local agencies by suspending some of the restrictions on teleconferencing. Allowing local agencies to utilize teleconferencing for meetings of the legislative body has enhanced public access and increased participation by the public.

Problem:

With the expiration of Executive Order N-29-20, local agencies will again be required to comply with antiquated provisions of existing law which make it much more difficult to hold meetings of the legislative body by teleconference. Current law refers to “teleconference locations” and requires various actions to be taken at “teleconference locations” by local governments wishing to teleconference meetings. Current law does not recognize that a teleconference location is now wherever there is a person with a computer, a tablet, or a mobile phone!


Proposed Solution:

This bill will eliminate the concept of “teleconference locations”; will revise existing law to ensure minimum standards for public participation; and will revise notice requirements to allow for greater public participation in teleconference meetings of local agencies. The bill does not require teleconferencing, but modernizes existing law to ensure greater public participation in meetings of the legislative bodies of local agencies which choose to utilize teleconferencing.

This bill also expresses legislative intent to improve and enhance public access to local agency meetings, consistent with the digital age, by allowing broader access through teleconferencing options consistent with the Governors Executive Order N-29-20, permitting expanded use of teleconferencing during the COVID-19 pandemic.



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: November 4, 2020
Subject: TVMWD Well No.1 Rehabilitation Project

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	<input checked="" type="checkbox"/> Funds Budgeted
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Cost Estimate:	\$ 140,000

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

TVMWD Well No.1 Rehabilitation

Three Valleys Municipal Water District (TVMWD) Well No.1, is located at the Miramar Treatment Plant, and has been in operation since July 2009. District staff has observed a significant steady decline in the pumping rate and specific capacity during and after the recent multi-year drought.

Initial post-construction pumping tests performed on the well revealed that it was originally pumping at a rate of about 750 gallons per minute (gpm) and yielded a specific capacity of 5.1 gpm per foot of drawdown (gpm/ft). By spring of 2011, the pumping rate and specific capacity was stable at about 700 gpm and 4.5 gpm/ft, respectively. Approximately one year later (May 2012), the pumping rate had decreased slightly to 675 gpm while specific capacity had decreased to 3.2 gpm/ft. In October 2012, specific capacity was measured at 2.5 gpm/ft and a pumping rate of 580 gpm (22% decrease from the original 750 gpm). In October 2013, the pumping rate was measured at 460 gpm (38% decrease). By late November 2013, the pumping rate of Well No.1 “dipped” below 400 gpm for the first time (46% decrease). During the peak of the drought, Well No.1 pumping rate was measured below 300 gpm.

After the drought, the local groundwater table recovered, and staff noticed a slight increase in Well No.1 production. However, the current pumping rate of Well No.1 is approximately 250 gpm (66% decrease from original 750 gpm) and a pumping water level of about 500 feet below ground surface. As a result, the District staff desires to perform rehabilitation of Well No.1 to improve the pumping rate and performance of the well.

In September 2020, engineering staff issued a Request for Quotes (RFQ) for well rehabilitation services for TVMWD Well No.1 to four different companies that are

experienced with performing well rehabilitation services. The quotes were due on October 28, 2020 and are in the process of being reviewed by engineering staff.

Staff will bring a recommendation for award of contract for the TVMWD Well No.1 Rehabilitation Project to the next Board meeting on November 18, 2020.

The anticipated start of the work will take place about one month after the planned shut down of the Miramar Plant (early January 2021) in order to minimize the impact to District operations and member agencies. Staff anticipates the rehabilitation work will be completed in 4 to 6 weeks.

Strategic Plan Objective(s):

- 1.3 – Maintain diverse sources of water supplies and storage
- 1.4 – Maintain water infrastructure to assure 100% reliability
- 2.3 – Maintain well efficiency at industry standards
- 3.3 – Be accountable and transparent with major decisions

Attachment(s):

None


Meeting History:

None

NA/BP



Board of Directors Staff Report

To: TVMWD Board of Directors
From: Matthew H. Litchfield, General Manager 
Date: November 04, 2020
Subject: TVMWD Electrical Upgrade Project

<input type="checkbox"/> For Action	<input type="checkbox"/> Fiscal Impact	\$
<input checked="" type="checkbox"/> Information Only	<input type="checkbox"/> Funds Budgeted:	

Staff Recommendation:

No Action Necessary – Informational Item Only

Discussion:

Preparing for emergencies is a critical part of water supply reliability planning and necessary to meet the mission of TVMWD. Earthquakes, wildfires, and damaging winds are unpredictable in time and intensity and can disable power grids and cripple water treatment and water delivery. Ensuring water delivery, even in times of natural disasters, is a vital role that TVMWD fills for its member agencies. Staff has evaluated the existing electrical grid and found an opportunity to increase reliability by installing equipment to allow portable generators to connect to key infrastructure. TVMWD plans to construct an emergency backup electrical connection at three District-owned facilities for portable generators to provide power in the event of an unplanned power outage.

A request for proposal (RFP) to design emergency manual transfer switch (MTS) and camlock (MTS & Posi-Lock) connections at each facility to operate independently using portable generators was sent to four consulting firms. The scope of services requested are as follows:

- 1) Develop independent plans and specifications for an emergency MTS & Posi-Lock camlock connector at: Well No.1, Well No.2, & Miramar Water Treatment Plant.
- 2) Provide construction support services.
- 3) Assist in contractor selection and construction inspection services.
- 4) Oversee connection startup and testing of each facility's new electrical power transfer system to an emergency backup portable generator.

Staff has received proposals from the following consulting firms:

Consulting Firms
Civiltec Engineering, Inc. Moraes, Pham & Associates Mullen & Associates Stantec

Staff will review and rank the proposals based on the requirements outlined in the RFP. The consultants' relevant experience, project team, project understanding, and plan to address logistical, construction, and operational needs of each facility, will also be considered. Particular attention will be focused on each proposal's allocation of efforts to critical parts of the project scope and the overall project.

Staff will bring a formal recommendation for an award of contract to the selected consultant at the November 18, 2020 board meeting.

Strategic Plan Objective(s):

1.4 Maintain water infrastructure to assure 100% reliability

1.5 Prepare for long-term MWD shutdown or catastrophic event that affects operations

Attachment(s):

None

Meeting History:

None

NA/RE