



WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD RIALTO, CA

BOARD MEETING
AGENDA

THURSDAY, JANUARY 16, 2020
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

"In order to comply with legal requirements for posting of agendas, only those items filed with the District Secretary's office by noon, on Wednesday prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

OPENING CEREMONIES

Pledge of Allegiance
Opening Prayer
Call to Order
Roll Call of Board Members

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. No person will be allowed to make comments at any other time in the meeting except if there is a Public Hearing. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

INFORMATION

1. Update on FXB/FBR
2. Special District Leadership Foundation (Our Commitment to Excellence).

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one vote. There will be no separate discussion of these items unless a member of the Board of Directors, Staff Member, or any member of the public request a specific item(s) be removed for separate action.

Consideration of:

3. Receive and File Monthly Financial Report as of November 2019.
4. December 2019 Purchase Order Report.
5. Receive and File November 2019 Cash Disbursements Report.
6. Treasurer Report September 2019.

BUSINESS MATTERS

Consideration of:

7. Approval of payment to the Kaufman Law Firm for professional services rendered in October 2018, Invoice No. 10130: \$24,430.00 and January 2018, Invoice No. 10140: \$69,120.75.
8. Approval of payment to Leal Trejo for professional services rendered June 2019 through November 2019. June 2019, Invoice No. 17648: \$44,344.94; July 2019, Invoice No. 17685: \$1,581.34; July, 2019, Invoice No. 17686: \$41,717.50; September 2019, Invoice No. 17717: \$15,000.00; August 2019, Invoice No. 17718: \$16,043.89; November 2019, Invoice No. 17764: \$942.00; September 2019, Invoice No. 17765: \$28,500.00; November 2019, Invoice No. 17795: \$657.15; October 2019, Invoice No. 17796: \$20,282.00.
9. CIP Budget and Contract Amendments to Implement a Computerized Maintenance Management System (CMMS) Utilizing Maximo Software.
10. CIP Budget Amendment to Facilitate Additional Maximo User Licensing and Hosting Services with Polaris Solutions.
11. Agreement for As-Needed, On-Call Technical Services with Carollo Engineers, Inc. for Fixed Bed (FXB) & Fluidized Bed (FBR) Biotreatment Systems and Water Resources Support.

12. Agreement with MuniTemps for the Interim Position of Human Resources & Risk Manager.
13. Resolution 2020-1 Approving A Temporary Freeze On Hiring District Personnel.
14. Authorization to Approve Change Order No. 4 for the Customer Service Foyer Renovation.
15. Authorization For Signatory Changes For JP Morgan Chase, CalTrust, Local Agency Investment Fund (LAIF) and US Bank Accounts.
16. Consider Approval of a CEQA Notice of Exemption for the Lytle Development Company to Construct Stormwater and Surface Water Catch Basins for West Valley Water District to Replace Existing Basins Under a Community Facilities District Agreement.

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

- **Board Members**
- **Legal Counsel**
- **General Manager**
 - ❖ 58 days without a “Lost Time” claim.

UPCOMING MEETINGS

- January 20, 2020 - The West Valley Water District will be CLOSED in observance of the Dr. Martin Luther King, Jr. Holiday
- January 22, 2020 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- January 25, 2020 - Resume the Adjourned Special Meeting scheduled January 9, 2020 at 9:30 AM at the District Headquarters
- February 6, 2020 - West Valley Water District Board of Directors meeting at the District Headquarters at 6:30 PM (6:00 PM Closed Session)
- February 12, 2020 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- February 17, 2020 - The West Valley Water District will be CLOSED in observance of President's Day

- February 20, 2020 - West Valley Water District Board of Directors meeting at the District Headquarters at 6:30 PM (6:00 PM Closed Session)
- February 25-27, 2020 - ACWA 2020 Washington, DC Annual Conference


CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Five (5)
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Maria Guerrero vs. West Valley Water District, San Bernardino County Superior Court Case No. CIV DS 1910987
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Manager
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Counsel

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on January 13, 2020.



Crystal L. Escalera, Board Secretary

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Crystal Escalera, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Escalera may be contacted by telephone at (909) 875-1804 ext. 704, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.



OUR COMMITMENT TO
TRANSPARENCY AND
ACCOUNTABILITY OF EXCELLENCE

LEADERSHIP IN SPECIAL DISTRICTS



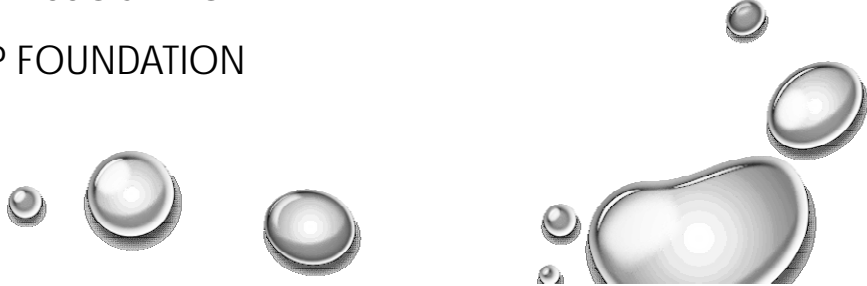


WHAT IS A SPECIAL DISTRICT ?

SPECIAL DISTRICTS ARE PUBLIC AGENCIES CREATED TO PROVIDE ONE OR MORE SPECIFIC SERVICES TO A COMMUNITY, SUCH AS WATER SERVICE, SEWER SERVICE, PARKS, FIRE PROTECTION AND OTHERS.

WHAT DO THEY DO?

SPECIAL DISTRICTS JOIN TOGETHER TO SERVE THE INTERESTS OF THEIR RESIDENTS THROUGH A VARIETY OF ORGANIZATIONS, INCLUDING THE

- CALIFORNIA SPECIAL DISTRICT ASSOCIATION
 - SPECIAL DISTRICT LEADERSHIP FOUNDATION
- 

THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA)



CSDA

**California Special
Districts Association**

Districts Stronger Together

<https://www.csda.net/home>

- A 501C(6), NOT-FOR-PROFIT ASSOCIATION THAT WAS FORMED TO PROMOTE GOOD GOVERNANCE AND IMPROVED CORE LOCAL SERVICES THROUGH PROFESSIONAL DEVELOPMENT, ADVOCACY, AND OTHER SERVICES FOR ALL TYPES OF INDEPENDENT SPECIAL DISTRICTS.
- CSDA PROVIDES SERVICES SUCH AS EDUCATION, TRAINING AND, MOST IMPORTANTLY, CURRENT INFORMATION THAT IS CRUCIAL TO A SPECIAL DISTRICTS MANAGEMENT, AND OPERATIONAL EFFECTIVENESS.

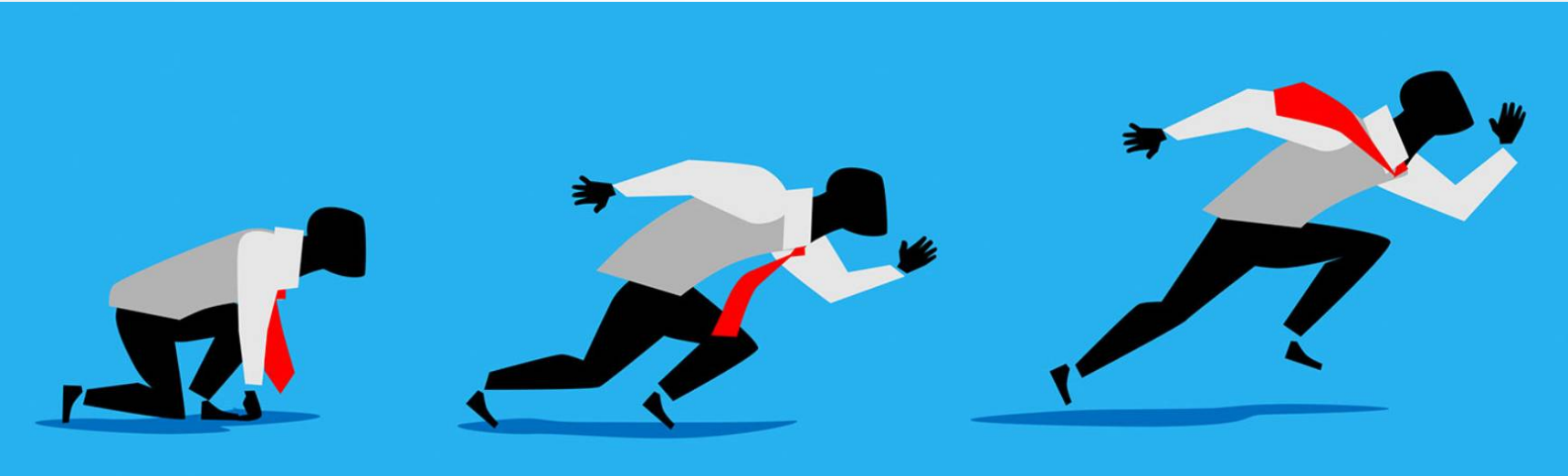
SPECIAL DISTRICT LEADERSHIP FOUNDATION



<https://www.sdlf.org/home>


- THE SPECIAL DISTRICT LEADERSHIP FOUNDATION OFFERS FOUR PROGRAMS TO PROMOTE GOOD GOVERNANCE AND BEST PRACTICES AMONG CALIFORNIA'S SPECIAL DISTRICTS:
 - SPECIAL DISTRICT ADMINISTRATOR CERTIFICATION (INDIVIDUAL)
 - RECOGNITION IN SPECIAL DISTRICT GOVERNANCE (INDIVIDUAL)
 - DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE (DISTRICT)
 - DISTRICTS OF DISTINCTION ACCREDITATION (DISTRICT)
- THE SDLF AND ITS ACTIVITIES ARE SUPPORTED BY THE CALIFORNIA SPECIAL DISTRICTS ASSOCIATION AND THE SPECIAL DISTRICT RISK MANAGEMENT AUTHORITY.

THE FAST TRACK TO LEADERSHIP





STEP ONE: COMPLETE AN APPLICATION FOR THE DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE

- EARNING THE CERTIFICATE IS A TANGIBLE ACKNOWLEDGEMENT OF TRANSPARENCY EFFORTS. DEMONSTRATE TO YOUR CONSTITUENTS AND OTHER STAKEHOLDERS YOUR DISTRICT'S COMMITMENT TO BEING OPEN AND ACCESSIBLE TO THEM.
 - TO APPLY WE MUST SUBMIT AN APPLICATION INCLUDING SAMPLE DOCUMENTATION IN THE FOLLOWING AREAS
 - [BROWN ACT COMPLIANCE](#)
 - [PUBLIC RECORDS ACT REQUESTS](#)
 - [REIMBURSEMENT POLICY](#)
 - [ANNUAL DISCLOSURE](#)
 - [CONFLICT OF INTEREST POLICY](#)
 - [CODE OF ETHICS POLICY](#)
 - [BOARD VACANCY ANNOUNCEMENT](#)
 - [PUBLIC BUDGET HEARING](#)
 - ONCE SUBMITTED THERE IS TWO WEEK EVALUATION PERIOD BEFORE WVWD WILL BE APPROVED
 - CERTIFICATION WILL EARN US RECOGNITION AS A DISTRICT OF DISTINCTION
- 

DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE



THREE MAIN SUBJECT AREAS:

- BASIC TRANSPARENCY REQUIREMENTS;
- WEBSITE REQUIREMENTS
- OUTREACH REQUIREMENTS

STEP TWO: GAIN RECOGNITION IN SPECIAL DISTRICT GOVERNANCE



- IN ORDER TO RECEIVE A CERTIFICATE OF RECOGNITION IN SPECIAL DISTRICT GOVERNANCE, ALL OF OUR BOARD MEMBERS WILL EACH HAVE TO COMPLETE THE FOLLOWING STEPS
 1. ATTEND THE SPECIAL DISTRICT LEADERSHIP ACADEMY - AND COMPLETE THE FOUR TRAINING MODULES
 - GOVERNANCE FOUNDATIONS
 - SETTING DIRECTION/COMMUNITY LEADERSHIP
 - BOARD'S ROLE IN HUMAN RESOURCES
 - BOARD'S ROLE IN FINANCE AND FISCAL ACCOUNTABILITY
 2. COMPLETE 10 HOURS OF CONTINUING EDUCATION.
 3. COMPLETION OF THE RECOGNITION IN SPECIAL DISTRICT GOVERNANCE APPLICATION
- CERTIFICATION WILL EARN US RECOGNITION AS A DISTRICT OF DISTINCTION SILVER STATUS

STEP THREE: SPECIAL DISTRICT ADMINISTRATOR CERTIFICATION



- THIS IS A VOLUNTARY DESIGNATION SOUGHT BY INDIVIDUALS WHO STRIVE TO BE THE BEST. ADMINISTRATORS WITH VARIOUS ACADEMIC AND PROFESSIONAL BACKGROUNDS CAN BE CANDIDATES FOR THE PROGRAM.
- GUIDED BY THE SDF BOARD, CERTIFICATION ADVISORY COMMITTEE, AND UNDER DIRECTION BY A PROFESSIONAL EXAMINATION DEVELOPMENT FIRM, THIS CERTIFICATION WILL GIVE SUCCESSFUL CANDIDATES RECOGNITION UNMATCHED BY OTHER PROGRAMS.
- THIS CERTIFICATION HELPS DOCUMENT AND RECOGNIZE A CANDIDATE'S KNOWLEDGE, SKILLS AND CAPABILITIES AS A SPECIAL DISTRICT ADMINISTRATOR.
- CERTIFICATION WILL EARN US RECOGNITION AS A DISTRICT OF DISTINCTION GOLD STATUS


STEP FOUR: DISTRICT OF DISTINCTION ACCREDITATION PLATINUM LEVEL



- THE HIGHEST LEVEL OF RECOGNITION FOR A DISTRICT.
INCORPORATES THE COMPLETION OF ALL SDLF PROGRAMS
DEMONSTRATION A COMPREHENSIVE APPROACH TO EXCELLENCE
IN DISTRICT ADMINISTRATION AND GOVERNANCE



TIMELINE

- **TODAY:** WITH BOARD APPROVAL, WE CAN BEGIN THE PROCESS OF APPLING FOR THE DISTRICT TRANSPARENCY CERTIFICATE OF EXCELLENCE
 - **APRIL 19-22, 2020:** THE BOARD OF DIRECTORS ATTENDS THE SPECIAL DISTRICT LEADERSHIP CONFERENCE AND COMPLETES ALL FOUR REQUIRED MODULES
 - AN APPLICATION FOR **RECOGNITION IN SPECIAL DISTRICT GOVERNANCE** CAN BE SUBMITTED FOR APPROVAL
 - **JUNE 28-30, 2020:** THE GENERAL MANAGER AND THE EXECUTIVE TEAM ATTEND THE GENERAL MANAGER LEADERSHIP SUMMIT
 - AN APPLICATION FOR **SPECIAL DISTRICT ADMINISTRATOR CERTIFICATION** CAN BE SUBMITTED FOR APPROVAL
 - AN APPLICATION FOR **DISTRICT OF DISTINCTION** CAN BE SUBMITTED FOR APPROVAL
- 

SDLF's base level accreditation confirming core administration and governance best practices.



Demonstrates a district's commitment to take their district to the next level by also incorporating governance training as a core value.



(Majority of Board)



Demonstrates a district's commitment to transparency, sound operating practices, and comprehensive governance training for the entire Board.



(Full Board and General Manager)



SDLF's highest level of recognition for a district. Incorporates completion of all SDLF programs demonstrating a comprehensive approach to excellence in district administration and governance.



(Full Board and General Manager)

(General Manager)





EARNING THESE CERTIFICATES DEMONSTRATES TO OUR RATE PAYERS, COMMUNITY, AND LEGISLATORS THAT WEST VALLEY WATER DISTRICT'S COMMITMENT TO OPERATING IN A SOUND, RESPONSIBLE AND TRANSPARENT MANNER.





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE MONTHLY FINANCIAL REPORT AS OF
NOVEMBER 2019

BACKGROUND:

The Board of Directors have requested the Monthly Financial Status report be presented to the Board at a previous meeting for receive and file action. The report will be produced from the new accounting system Incode and be given to the Board on a monthly basis.

DISCUSSION:

The Monthly Financial Status report as of November 2019 summarizes the District's revenue categories and as well expenditures for all departments. The original total budget includes the adopted budget. Current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for November 2019. Fiscal activity column represents the year to date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1st through November 30th. The encumbrance column represents the monies that have been encumbered via a purchase order that have yet to be spent or paid. The Percent used column represents the percentage of the Current Budget that has been collected (Revenue) or spent (Expenditure).

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends the Board of Directors to receive and file the Monthly Financial Status report ending November 30, 2019.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

SM:ce

ATTACHMENT(S):

1. 2019 November Monthly Financial Report



West Valley Water District, CA

Budget Report Group Summary

For Fiscal: 2019-2020 Period Ending: 11/30/2019

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	17,077,918.00	17,077,918.00	1,732,865.40	8,797,241.27	0.00	-8,280,676.73	51.51 %
4010 - Water service charges	6,999,071.00	6,999,071.00	632,339.45	3,005,129.84	0.00	-3,993,941.16	42.94 %
4020 - Other operating revenue	3,683,235.00	3,683,235.00	145,513.21	1,261,839.24	0.00	-2,421,395.76	34.26 %
4030 - Property Taxes	1,970,000.00	1,970,000.00	163,917.61	163,917.61	0.00	-1,806,082.39	8.32 %
4040 - Interest & Investment Earnings	375,000.00	375,000.00	22.98	360,677.83	0.00	-14,322.17	96.18 %
4050 - Rental Revenue	30,000.00	30,000.00	2,879.34	14,396.70	0.00	-15,603.30	47.99 %
4060 - Grants and Reimbursements	0.00	0.00	0.00	55,331.53	0.00	55,331.53	0.00 %
4080 - Other Non-Operating Revenue	11,800.00	11,800.00	0.00	5,727.27	0.00	-6,072.73	48.54 %
Revenue Total:	30,147,024.00	30,147,024.00	2,677,537.99	13,664,261.29	0.00	-16,482,762.71	45.33 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 11/30/2019

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense							
5110 - Source Of Supply	1,682,292.00	1,682,292.00	14,072.87	194,410.81	13,537.93	1,474,343.26	12.36 %
5210 - Production	3,227,110.00	3,227,110.00	371,999.47	1,064,779.70	50,235.28	2,112,095.02	34.55 %
5310 - Water Quality	667,679.00	667,679.00	38,075.63	190,544.52	16,798.17	460,336.31	31.05 %
5320 - Water Treatment - Perchlorate	601,600.00	601,600.00	35,462.65	86,555.87	4,328.31	510,715.82	15.11 %
5350 - Water Treatment - FBR/FXB	2,314,210.00	2,314,210.00	137,468.02	597,783.84	366,620.82	1,349,805.34	41.67 %
5390 - Water Treatment - Roemer/Arsenic	1,840,730.00	1,840,730.00	106,888.46	610,266.12	311,590.73	918,873.15	50.08 %
5410 - Maintenance - T & D	2,427,170.00	2,427,170.00	244,874.93	880,662.64	225,611.25	1,320,896.11	45.58 %
5420 - Asset Management	422,570.00	422,570.00	33,707.57	162,641.16	2,504.86	257,423.98	39.08 %
5510 - Customer Service	847,550.00	847,550.00	57,967.50	347,333.33	5,282.15	494,934.52	41.60 %
5520 - Meter Reading	1,160,926.00	1,160,926.00	49,774.84	317,394.35	38,511.24	805,020.41	30.66 %
5530 - Billing	529,525.00	529,525.00	53,489.67	183,296.37	0.00	346,228.63	34.62 %
5610 - Administration	2,361,280.00	2,361,280.00	195,021.57	717,682.64	13,618.63	1,629,978.73	30.97 %
5615 - General Operations	2,734,890.00	2,734,890.00	188,365.11	854,901.22	69,207.10	1,810,781.68	33.79 %
5620 - Accounting	777,983.00	777,983.00	29,757.06	272,170.92	0.00	505,812.08	34.98 %
5630 - Engineering	-12,308.00	-12,308.00	124,448.75	514,999.93	5,497.00	-532,804.93	-4,228.93 %
5640 - Business Systems	1,225,074.00	1,225,074.00	85,629.59	344,170.10	81,528.99	799,374.91	34.75 %
5645 - GIS	150,200.00	150,200.00	0.00	1,255.96	0.00	148,944.04	0.84 %
5650 - Board Of Directors	226,350.00	226,350.00	18,846.68	82,927.31	0.00	143,422.69	36.64 %
5660 - Human Resources/Risk Management	809,684.00	809,684.00	43,370.75	207,793.07	9,847.09	592,043.84	26.88 %
5680 - Purchasing	462,390.00	462,390.00	25,254.88	132,301.36	694.34	329,394.30	28.76 %
5710 - Public Affairs	1,115,252.00	1,115,252.00	274,207.34	604,772.68	16,585.07	493,894.25	55.71 %
5720 - Grants & Rebates	146,000.00	146,000.00	400.00	3,247.53	0.00	142,752.47	2.22 %
5730 - Water Resources Management	340,060.00	340,060.00	9,809.00	22,209.00	77,791.00	240,060.00	29.41 %
5740 - HydroSTEM	99,650.00	99,650.00	0.00	1,500.00	0.00	98,150.00	1.51 %
6200 - Interest Expense	974,350.00	974,350.00	0.00	226,390.53	0.00	747,959.47	23.24 %
6800 - Other Non-Operating Expense	0.00	0.00	162,000.00	162,000.00	0.00	-162,000.00	0.00 %
Expense Total:	27,132,217.00	27,132,217.00	2,300,892.34	8,783,990.96	1,309,789.96	17,038,436.08	37.20 %
Report Surplus (Deficit):	3,014,807.00	3,014,807.00	376,645.65	4,880,270.33	-1,309,789.96	555,673.37	118.43 %

Budget Report

For Fiscal: 2019-2020 Period Ending: 11/30/2019

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	3,014,807.00	3,014,807.00	376,645.65	4,880,270.33	-1,309,789.96	555,673.37
Report Surplus (Deficit):	3,014,807.00	3,014,807.00	376,645.65	4,880,270.33	-1,309,789.96	555,673.37



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: DECEMBER 2019 PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District (“District”) generated one hundred seventy-seven (177) Purchase Orders (“PO”) in the month of December 2019 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of December 2019 was **\$891,183.23**. A table listing all PO’s for December 2019 is shown in **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for producing the December 2019 Purchase Order Report.

STAFF RECOMMENDATION:

Receive and file the December 2019 Purchase Order Report.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." is written over a horizontal line.

Clarence Mansell Jr, General Manager

CM;ar

ATTACHMENT(S):

1. December 2019 PO Report

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 12/01/2019 - 12/31/2019

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0367	CUSTOMER SERVICE UNIFORM 00844 - COMPUTERIZED EMBROIDERY COMPANY INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	473.84
20-0368	Work shirts 00844 - COMPUTERIZED EMBROIDERY COMPANY INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	315.60
20-0369	CUSTOMER SERVICE UNIFORM 00844 - COMPUTERIZED EMBROIDERY COMPANY INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	343.57
20-0370	DAF Repairs FBR 00628 - LOWES	Outstanding West Valley Water District	12/2/2019 12/16/2019	0.00	211.08
20-0371	Edison bill for Well 17 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	210.63
20-0372	Edison bill for 5-2 Booster 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	254.14
20-0373	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	457.00
20-0374	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	688.50
20-0375	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	1,907.50
20-0383	SHOP SUPPLY 01421 - FASTENAL COMPANY	Completed West Valley Water District	12/3/2019 12/17/2019	0.00	11.84
20-0384	AQMD PERMIR 00103 - SOUTH COAST AQMD	Completed West Valley Water District	12/3/2019 12/17/2019	0.00	3,827.51
20-0390	Meter Calibration 01227 - GOLD COAST ENVIRONMENTAL	Completed West Valley Water District	12/3/2019 12/17/2019	0.00	627.50
20-0391	MXU Stock Order 12/03/19 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	12/3/2019 12/17/2019	0.00	24,866.82
20-0392	120 V Photo Control 00150 - ROYAL INDUSTRIAL SOLUTIONS	Outstanding West Valley Water District	12/3/2019 12/17/2019	0.00	16.71
20-0393	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/2/2019 12/16/2019	0.00	1,038.75
20-0394	Garbage Service Roemer Plant-NOV-19 00022 - BURRTEC WASTE INDUSTRIES INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	242.91
20-0395	Baseline Electric Bill September 2019 00077 - SB VALLEY MUNICIPAL	Completed West Valley Water District	12/3/2019 12/17/2019	0.00	51,857.72
20-0396	Baseline Feeder Electric Bill October 2019 00077 - SB VALLEY MUNICIPAL	Completed West Valley Water District	12/3/2019 12/17/2019	0.00	57,566.38

Purchase Order Summary Report

Issued Date Range 12/01/2019 - 12/31/2019

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0397	USA Blue Book 00360 - USA BLUEBOOK	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	490.54
20-0398	TEMP GUN 00066 - GRAINGER INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	266.49
20-0399	ALL AGES FIRST AID-CPR/AED 00955 - CHR SERVICES	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	2,400.00
20-0401	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	170.75
20-0402	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	141.75
20-0403	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	45.00
20-0404	TRASH SERVICE HQ DISTRICT NOV-19 00022 - BURRTEC WASTE INDUSTRIES INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	661.91
20-0405	Stock Order 12/03/19 Urgent 00748 - YO FIRE	Received West Valley Water District	12/3/2019 12/17/2019	0.00	4,827.03
20-0406	REPAIR ON TRIDENT FILTER'S, TOOLS 00386 - HOME DEPOT	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	487.40
20-0407	Restrooms Cleaning Nov-21-19 00337 - CINTAS CORPORATION	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	358.69
20-0408	BATTERIES FOR 104 01125 - O'REILLY AUTO PARTS	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	241.79
20-0409	AIR BRAKE COIL 01594 - FLEET SERVICES INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	72.96
20-0410	LOCK DEVICE FOR TRUCK 01492 - FMB TRUCK OUTFITTERS, INC.	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	13.95
20-0411	CEU CONTACT FOR WATER CERTIFICATE RENEWAL 01463 - BANK OF AMERICA-8005	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	400.00
20-0412	Monthly Pest Control - November 23, 2019 00065 - SHARP EXTERMINATOR COMPANY	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	185.00
20-0413	Invoice 190664946 01040 - INNOVYZE INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	1,685.00
20-0414	FBR Parts and Tools 00748 - YO FIRE	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	167.73
20-0415	Bluebeam Revu Standard 01841 - US CAD; CN3D CONSTRUCTION; MANAGED DE	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	1,344.00
20-0416	Meter Box Lids Order 12/04/19 00055 - WESTERN WATER WORKS SUPPLY CO INC	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	24,577.78
20-0420	All ages First Aid-CPR/AED 00955 - CHR SERVICES	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	1,560.00

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PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0421	Work Stations for Customer Service Foyer Renovatio 01729 - TOTAL PLAN OF THE INLAND EMPIRE	Outstanding West Valley Water District	12/4/2019 12/18/2019	0.00	15,124.86
20-0422	spoil/breakage disposal 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	125.00
20-0423	At&T 90987421291781 NOV 2019 WTP FIRE SVC 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	454.09
20-0424	AT&T 9098756970443 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	286.70
20-0425	AT&T 33938142758152 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	67.47
20-0426	AT&T 253824121 nov 2019 01558 - AT&T INTERNET	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	78.80
20-0427	type 2 base 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	63.03
20-0428	Type 2 Base 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	45.49
20-0429	Type 2 Base 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	82.17
20-0430	AT&T 9098751804 OCT 2019 00247 - AT&T LONG DISTANCE	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	111.28
20-0431	TYPE 2 BASE 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	250.00
20-0432	Brekage/Spoil Disposal 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	100.00
20-0433	BREKAGE/SPOIL DISPOSAL 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	100.00
20-0434	TYPE 2 BASE 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	101.76
20-0435	AT&T 9098775015422 NOV2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	656.72
20-0436	Tires for Backhoe 420-E 00899 - ELITE ROAD SERVICE & TIRE INC	Received West Valley Water District	12/5/2019 12/19/2019	0.00	757.88
20-0437	Forklift Training 12/10/19 00862 - SAFETY COMPLIANCE COMPANY	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	715.00
20-0438	Verizon CELL phone 672029282-00001 12-14-19 00344 - VERIZON WIRELESS PHONES	Completed West Valley Water District	12/6/2019 12/20/2019	0.00	6,125.17
20-0439	Converge ONE phone system Recoding &Accounting T 01151 - CONVERGEONE, INC	Outstanding West Valley Water District	12/5/2019 12/19/2019	0.00	5,440.00
20-0440	Arsenic Sludge Removal 01190 - KVAC ENVIRONMENTAL SERVICES INC	Completed West Valley Water District	12/6/2019 12/20/2019	0.00	3,263.04

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20-0441	FBR 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/9/2019 12/23/2019	0.00	142.37
20-0442	D&H Water System 01110 - D & H WATER SYSTEMS, INC.	Completed West Valley Water District	12/9/2019 12/23/2019	0.00	499.59
20-0443	LOWES 00628 - LOWES	Completed West Valley Water District	12/9/2019 12/23/2019	0.00	445.97
20-0444	Driver Monitor 00883 - SAMBA HOLDINGS INC	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	106.25
20-0445	Subscription 01598 - EBIX, INC.	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	378.00
20-0446	Subscription 00122 - IEEAC	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	50.00
20-0447	American Water College Course Pump Operator 01463 - BANK OF AMERICA-8005	Outstanding West Valley Water District	12/10/2019 12/24/2019	0.00	349.99
20-0448	AT&T 8310006816628 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	881.82
20-0449	AT&T 90987569708463 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	2,593.32
20-0450	AT&T 9098751551535 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	842.10
20-0451	AT&T 8310006816636 NOV 2019 00039 - AT&T	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	861.52
20-0452	ROUND BEND-AND STAY 01567 - MCMaster-CARR SUPPLY COMPANY	Outstanding West Valley Water District	12/11/2019 12/25/2019	0.00	39.73
20-0453	SPECTRIUM TIME WARNER 0282151102519 NOV 25 00752 - TIME WARNER CABLE	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	115.92
20-0454	Verizon 672029282-00002 NOV 22 00344 - VERIZON WIRELESS PHONES	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	58.68
20-0455	Filter Repair 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	444.69
20-0456	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	92.75
20-0457	Tools 01567 - MCMaster-CARR SUPPLY COMPANY	Outstanding West Valley Water District	12/11/2019 12/25/2019	0.00	210.24
20-0458	Gasoline Order 12/10/19 01783 - SC COMMERCIAL LLC	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	9,949.13
20-0460	Lab Tests 01574 - BABCOCK LABORATORIES, INC.	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	1,130.00
20-0461	Sampling Supplies 00360 - USA BLUEBOOK	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	358.53

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PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0464	Meter Testing 00492 - MCCALLS METERS INC	Outstanding West Valley Water District	12/9/2019 12/23/2019	0.00	17,390.00
20-0465	Employee Recognition 01686 - TERRYBERRY	Completed West Valley Water District	12/9/2019 12/23/2019	0.00	649.93
20-0466	Pre-Employment Physicals 01725 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNI	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	834.00
20-0467	Background Checks 00621 - EMPLOYEE RELATIONS	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	731.50
20-0468	Harassment Training 01439 - LIEBERT CASSIDY WHITMORE	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	1,800.00
20-0469	Annual Consortium Membership 00274 - WIENHOFF DRUG TESTING	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	525.00
20-0470	San Bernardino Lytle Creek Stream Flow Nov 2019 00102 - CITY OF SAN BERNARDINO	Completed West Valley Water District	12/10/2019 12/24/2019	0.00	18,013.30
20-0471	Stock Meter Order 12/10/19 01577 - IFLOW ENERGY SOLUTIONS INC	Outstanding West Valley Water District	12/10/2019 12/24/2019	0.00	13,831.38
20-0472	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	834.00
20-0473	Repair influent Pump B 01124 - GENERAL PUMP COMPANY INC	Completed West Valley Water District	12/11/2019 12/25/2019	0.00	20,463.46
20-0474	Safety boots Janet Harman 01644 - BOOT BARN INC	Completed West Valley Water District	12/12/2019 12/26/2019	0.00	200.00
20-0475	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Completed West Valley Water District	12/4/2019 12/18/2019	0.00	441.75
20-0476	Embassy Suites - Nov 11-15, 2019 01590 - BANK OF AMERICA-1405	Outstanding West Valley Water District	12/12/2019 12/26/2019	0.00	811.32
20-0477	Aaron Hillman T2 Cert. 01213 - STATE WATER RESOURCES CONTROL BOARD	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	60.00
20-0478	Cliff Ray T2 Cert. 01213 - STATE WATER RESOURCES CONTROL BOARD	Completed West Valley Water District	12/12/2019 12/26/2019	0.00	60.00
20-0479	Photographer Services/Head Shots for Board 01463 - BANK OF AMERICA-8005	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	484.44
20-0480	Emergency HQ fire system repairs 01606 - CHAMPION FIRE SYSTEMS, INC.	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	2,292.00
20-0481	REimbursement T2 Exam Cliff Ray 01684 - RAY, CLIFFORD	Completed West Valley Water District	12/17/2019 12/31/2019	0.00	65.00
20-0483	IEUA Oct 2019 SPW 01739 - INLAND EMPIRE UTILITIES AGENCY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	167,615.80
20-0484	Fire Protection 01112 - JOHNSON CONTROLS FIRE PROTECTION LP	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	2,560.81

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PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0485	CONSTRUCTION INSPECTION FOR ZONE 4-30" 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	12/17/2019 12/31/2019	0.00	53,484.07
20-0488	DRILL FLOOR PRESS 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	990.69
20-0489	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	466.51
20-0490	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	423.58
20-0491	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	327.20
20-0492	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	222.73
20-0493	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	294.22
20-0494	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	32.54
20-0495	POLY BLEND PARTS 00030 - JOHNSON'S HARDWARE INC	Outstanding West Valley Water District	12/16/2019 12/30/2019	0.00	58.64
20-0496	POLY BLEND PARTS 00030 - JOHNSON'S HARDWARE INC	Outstanding West Valley Water District	12/16/2019 12/30/2019	0.00	25.84
20-0497	Janitorial Service 00936 - DIAMOND ENVIRONMENTAL SERVICES LLC	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	108.21
20-0498	Thermometer 00066 - GRAINGER INC	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	327.78
20-0499	MCMaster CARR TOOLS 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	277.35
20-0500	MCMaster CARR 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	149.83
20-0502	Dinner Reservation for Nov ASBCSD Dinner Meeting 00002 - ASBCSD	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	34.00
20-0503	DOLLAR TREE PURCHASE FOR HR 01348 - BANK OF AMERICA-3810	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	14.11
20-0504	Fabricating Locking Device for Compactors 00124 - PATTON SALES CORP	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	66.90
20-0506	HOME DEPOT eLECTRICAL 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	70.52
20-0507	Fire Permit 01055 - RIALTO FIRE DEPARTMENT	Received West Valley Water District	12/17/2019 12/31/2019	0.00	416.00
20-0508	ONLINE BILLER - NOV 2019 01052 - INFOSEND INC	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	1,788.39

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20-0509	FBR TOOLS 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	132.66
20-0510	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	1,015.75
20-0511	Edison BLF East End Complex 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	127.95
20-0512	Safety Boots 01595 - RED WING BUSINESS ADVANTAGE ACCOUNT	Received West Valley Water District	12/17/2019 12/31/2019	0.00	368.88
20-0513	WATER SYSTEM ANNUAL FEES 00075 - STATE WATER RESOURCES CONTROL BOARD	Completed West Valley Water District	12/18/2019 1/1/2020	0.00	53,471.93
20-0514	meter department tools 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	454.55
20-0515	TOOL ROOM 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	413.39
20-0516	PAINT FOR TOOL ROOM 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	183.54
20-0517	TOOLS ASSET MANAGEMENT 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	204.42
20-0518	FLOORING TOOL ROOM 00386 - HOME DEPOT	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	337.56
20-0519	Baseline Feeder Electric Bill 00077 - SB VALLEY MUNICIPAL	Completed West Valley Water District	12/5/2019 12/19/2019	0.00	50,017.56
20-0520	SPOIL DISPOSAL 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/17/2019 12/31/2019	0.00	125.00
20-0521	ATT 2508324296158 DEC 19 WTP 00039 - AT&T	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	92.79
20-0522	FBR Parts 01567 - MCMaster-CARR SUPPLY COMPANY	Received West Valley Water District	12/16/2019 12/30/2019	0.00	200.40
20-0523	Quiet Room Furniture Room 01729 - TOTAL PLAN OF THE INLAND EMPIRE	Completed West Valley Water District	12/16/2019 12/30/2019	0.00	2,442.69
20-0524	LA County Emergency Consulting 12011-2019 01649 - LOS ANGELES COUNTY PUBLIC SAFETY	Completed West Valley Water District	12/18/2019 1/1/2020	0.00	6,900.00
20-0525	AT&T 837977752 DEC19 00908 - AT&T MOBILITY	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	46.68
20-0526	AT&T 253824121 DEC 2019 01558 - AT&T INTERNET	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	78.80
20-0527	ACCESS SECURITY ROEMER UPGRADE 01470 - CRB SECURITY SOLUTIONS	Received West Valley Water District	12/19/2019 1/2/2020	0.00	4,893.62
20-0528	GFCI ERxtention Cord For Drill 01567 - MCMaster-CARR SUPPLY COMPANY	Received West Valley Water District	12/19/2019 1/2/2020	0.00	56.91

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PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-0529	Extension Cords Poly Blend 01567 - MCMaster-CARR SUPPLY COMPANY	Received West Valley Water District	12/19/2019 1/2/2020	0.00	343.59
20-0530	Fab Parts For Trucks 00124 - PATTON SALES CORP	Received West Valley Water District	12/19/2019 1/2/2020	0.00	212.06
20-0531	FOR Dymo Printer 01450 - AMAZON	Outstanding West Valley Water District	12/19/2019 1/2/2020	0.00	398.10
20-0532	backfill sand 00579 - CEMEX INC	Received West Valley Water District	12/19/2019 1/2/2020	0.00	127.27
20-0533	backfill sand 00579 - CEMEX INC	Received West Valley Water District	12/19/2019 1/2/2020	0.00	126.41
20-0534	type 2 base 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	342.58
20-0535	breakage/spoil disposal 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Outstanding West Valley Water District	12/19/2019 1/2/2020	0.00	100.00
20-0536	breakage/spoil disposal 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	375.00
20-0537	backfill sand 00579 - CEMEX INC	Received West Valley Water District	12/19/2019 1/2/2020	0.00	126.23
20-0538	type 2 base 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	192.20
20-0539	spoil/breakage disposal 01597 - RAMCO RECYCLED AGGREGATE MATERIALS	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	375.00
20-0540	Water bill for well 16 11-15-19 00047 - RIALTO WATER SERVICES	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	30.42
20-0541	Water bill for HQ 11-20-19 00047 - RIALTO WATER SERVICES	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	147.27
20-0542	Electric bill for Well 18 01621 - COLTON PUBLIC UTILITIES	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	339.30
20-0543	SBVMWD OCT INVOICE 00077 - SB VALLEY MUNICIPAL	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	81,990.54
20-0544	EDISON BILL FOR MULTIPLE SITES 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	49,868.69
20-0545	Edison Bill 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	40,047.49
20-0546	Edison Bill for Well 6 12-13-19 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	14,418.54
20-0547	VerizonConnect 42 Device monthly Service DEC 2019 01752 - VERIZON CONNECT NWF INC	Received West Valley Water District	12/19/2019 1/2/2020	0.00	795.90
20-0548	Edison bill for Well 17 & 5-2 Booster 12-13-19 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/19/2019 1/2/2020	0.00	2,155.27

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20-0549	BLANKET PO FOR CHLORINE WELLS W/O TREATMENT 01641 - HASA INC.	Partially Received West Valley Water District	12/19/2019 1/2/2020	0.00	10,000.00
20-0550	BLANKET PO FOR CHLORINE EAST COMPLEX 01641 - HASA INC.	Partially Received West Valley Water District	12/19/2019 1/2/2020	0.00	10,000.00
20-0551	Gas bill for HQ 12-11-19 00051 - THE GAS COMPANY	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	246.76
20-0552	Edison bill for the South Shop 12-11-19 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	79.72
20-0553	Water bill for BLF sites 12-17-19 00102 - CITY OF SAN BERNARDINO	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	36.30
20-0554	Water bill for Well 16 12-17-19 00047 - RIALTO WATER SERVICES	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	30.42
20-0555	Edison bill for Cactus meter 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	44.24
20-0556	Edison bill for Well 22 12-14-19 00050 - SO CALIFORNIA EDISON	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	10.77
20-0557	Lighting components for HQ 00066 - GRAINGER INC	Received West Valley Water District	12/20/2019 1/3/2020	0.00	107.42
20-0558	Cases of Sodium Hypochlorite for emergency disinfe 01641 - HASA INC.	Outstanding West Valley Water District	12/20/2019 1/3/2020	0.00	491.31
20-0559	Cleaning supplies 00030 - JOHNSON'S HARDWARE INC	Outstanding West Valley Water District	12/20/2019 1/3/2020	0.00	17.22
20-0560	Zip Ties for Non-Stock 01421 - FASTENAL COMPANY	Received West Valley Water District	12/20/2019 1/3/2020	0.00	14.91
20-0561	Parts for Cl2 repairs 00030 - JOHNSON'S HARDWARE INC	Outstanding West Valley Water District	12/20/2019 1/3/2020	0.00	9.83
20-0562	INLAND DESERT SECURITY & COMMUNICATIONS 00044 - INLAND DESERT SECURITY	Completed West Valley Water District	12/20/2019 1/3/2020	0.00	513.20
20-0602	Tools 00030 - JOHNSON'S HARDWARE INC	Outstanding West Valley Water District	12/20/2019 1/3/2020	0.00	22.61
20-0623	Lab Tests 00013 - CLINICAL LAB OF SAN BERNARDINO INC	Outstanding West Valley Water District	12/17/2019 12/31/2019	0.00	961.75
20-0626	New Keypad Door Handle for HR Vault 01526 - SO CAL LOCKSMITH / MARY K DUNSMORE	Received West Valley Water District	12/20/2019 1/3/2020	0.00	753.66
20-0627	Network Fleet Invoice Dec 2019 01514 - NETWORK	Received West Valley Water District	12/20/2019 1/3/2020	0.00	2,852.53
20-0628	Janitorial Services for Dec 2019 00931 - ALL PRO ENTERPRISES INC.	Received West Valley Water District	12/20/2019 1/3/2020	0.00	3,156.01

Purchase Order Count: (177)

Total Trade Discount: 0.00

Total: 891,183.23



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE NOVEMBER 2019 CASH DISBURSEMENTS
REPORT

BACKGROUND:

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll for review and approval. Payroll is processed bi-weekly and accounts payable is processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

DISCUSSION:

Accounts payable for November 2019 include 157 checks issued from check numbers 76555 through 76719 and 79 electronic fund transfers (EFT) from 4176 through 4259 for a total of \$1,957,693.01. Payroll disbursements for November 2019 total \$1,004,984.79. Disbursements for November 2019 for both accounts payable and payroll total \$2,962,677.80.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." is positioned above a horizontal line.

Clarence Mansell Jr, General Manager

CM;sm

ATTACHMENT(S):

1. 2019 November Cash Disbursements Board Report
2. 2019 November Payroll Cash Board Report

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4176	CDW GOVERNMENT INC	COMPUTER SUPPLIES	6,969.69	
4176	CDW GOVERNMENT INC	COMPUTER ACCESSORIES AND LICENSES		1,206.38
4176	CDW GOVERNMENT INC	COMPUTER ACCESSORIES AND LICENSES		19,549.43
4177	CRB SECURITY SOLUTIONS	FBR FIRE ALARM	1,380.28	
4178	DRAKE, LANCE W	D4 EXAM REIMBURSEMENT	130.00	
4179	FASTENAL COMPANY	MAINTENANCE SUPPLIES	268.63	
4179	FASTENAL COMPANY	MAINTENANCE SUPPLIES	268.63	
4180	GENERAL PUMP COMPANY INC	FBR LABOR/SUPPLIES	8,466.70	
4181	HACH COMPANY	Cleaning Module	923.18	
4182	HASA INC.	WTP CHEMICALS	3,037.48	
4182	HASA INC.	WTP CHEMICALS	3,037.48	
4183	KRUEGER, WILLIAM E	T2 CERTIFICATION	65.00	
4184	MAGNETROL INTERNATIONAL, INC.	WTP REPAIRS/MAINTENANCE	2,238.24	
4185	MERLIN JOHNSON CONST INC.	RETENTION PAYMENT		7,628.25
4186	NAVARRO, NOVITA TESSA	QWELL TRAINING	119.42	
4187	LOS ANGELES COUNTY PUBLIC SAFETY	CONSULTING SERVICES- OCTOBER 2019	7,500.00	
4188	CALIFORNIA SURVEYING & DRAFT SUPPLY	METERS/AMRS	362.44	
4189	CHANDLER ASSET MANAGEMENT	CONSULTANTS	1,065.57	
4190	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-LIZETTE	108.76	
4191	DC FROST ASSOCIATES INC	WTP CHLORINATION EQUIPMENT	110.45	
4192	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES LEASE/MAINTENANCE	4,831.78	
4192	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES LEASE/MAINTENANCE	4,831.78	
4192	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES LEASE/MAINTENANCE	764.69	
4192	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES LEASE/MAINTENANCE	744.70	
4193	FAST SIGNS	BUILDING SIGNS	492.25	
4194	FASTENAL COMPANY	CHLORINATION EQUIPMENT	70.87	
4195	GARDEN INTERIORS	PLANTS MAINTENANCE	424.00	
4196	HACH COMPANY	CHEMICALS	402.24	
4196	HACH COMPANY	CHEMICALS	54.03	
4196	HACH COMPANY	CHEMICALS	290.79	
4196	HACH COMPANY	WTP CHLORINATION EQUIPMENT	294.67	
4197	HANNA, DIANA G	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4198	HANNA, DONALD R	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4199	INFOSEND INC	BILLS ONLINE PAYMENTS	1,761.40	
4200	INLAND DESERT SECURITY	ANSWERING SERVICE	529.80	
4200	INLAND DESERT SECURITY	ANSWERING SERVICE	248.00	
4200	INLAND DESERT SECURITY	ANSWERING SERVICE	238.00	
4201	KRUEGER, WILLIAM E	DISCIPLINE SKILLS FOR SUPERVISORS SEMINAR	12.70	
4202	LANE, JAN	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4203	LONG, LEON	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4204	LONG, MARVALINE	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	351.46	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	76.91	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	336.48	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	487.13	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	264.80	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	134.05	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	104.64	
4205	MCMaster-CARR SUPPLY COMPANY	WTP REPAIRS/MAINTENANCE	325.25	
4206	POUND, ROGER A	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
4207	RAINTEK ENTERPRISES INC	MAXIMO - ASSET MANAGEMENT		47,475.00
4208	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	51.06	
4208	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	500.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4209	RAMIREZ, YOLANDA	SAFETY LUNCHEON GIFT CARDS REIMBURSEMENT	441.63	
4210	RED WING BUSINESS ADVANTAGE ACCOUNT	PRODUCTION UNIFORMS	15.76	
4211	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
4212	SAMBA HOLDINGS INC	HR SERVICES	106.25	
4213	SUEZ WTS ANALYTICAL INSTRUMENTS INC	WTP CHLORINATION EQUIPMENT	321.96	
4214	TAYLOR, MICHAEL R	NAPA CALIFORNIA	2,132.74	
4214	TAYLOR, MICHAEL R	NAPA CALIFORNIA	(577.96)	
4214	TAYLOR, MICHAEL R	NAPA CALIFORNIA	(577.96)	
4215	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	1,339.59	
4216	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	107.75	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	209.00	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	204.50	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	172.50	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	69.00	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	69.00	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	34.50	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	448.50	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	34.50	
4218	CRB SECURITY SOLUTIONS	ALARMS THROUGHT THE DISTRICT	827.50	
4219	FASTENAL COMPANY	SAFETY SUPPLIES	778.60	
4219	FASTENAL COMPANY	SHOP SUPPLIES	322.75	
4219	FASTENAL COMPANY	SHOP SUPPLIES	136.12	
4219	FASTENAL COMPANY	SHOP SUPPLIES	23.68	
4219	FASTENAL COMPANY	SHOP SUPPLIES	172.38	
4220	HASA INC.	WELL 8 CHEMICALS	332.52	
4220	HASA INC.	WELL 24 CHEMICALS	169.08	
4220	HASA INC.	BLF CHEMICALS	1,831.67	
4221	INFOSEND INC	BILLS PRINTING AND POSTAGE	2,847.59	
4221	INFOSEND INC	BILLS PRINTING AND POSTAGE	8,491.23	
4222	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	481.68	
4223	OFFICE SOLUTIONS	OFFICE SUPPLIES	125.10	
4223	OFFICE SOLUTIONS	OFFICE SUPPLIES	333.16	
4224	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	101.75	
4224	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	44.22	
4225	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	185.00	
4226	CALIFORNIA LANDSCAPE & DESIGN INC.	LANDSCAPE MAINTENANCE 47 SITES	4,669.00	
4226	CALIFORNIA LANDSCAPE & DESIGN INC.	LANDSCAPE MAINTENANCE 47 SITES	1,250.00	
4227	CED CREDIT OFFICE	PRODUCTION REPAIR/MAINTENANCE	5.23	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	36.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	1,014.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	33.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	69.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	706.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	48.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	44.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	39.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	44.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	52.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	20.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	720.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	20.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	39.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	39.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	44.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	89.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	15.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	40.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	20.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	89.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	47.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	36.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	25.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	81.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	51.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	13.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	211.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	530.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	337.75	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FXB	249.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	249.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FXB	249.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	258.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	233.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	169.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	213.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FXB	249.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	167.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	142.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	35.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	262.50	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	80.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	30.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	80.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	30.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	113.25	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	80.00	
4228	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	30.00	
4231	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL	106.63	
4232	GUNN, DIANA N	D2 CERTIFICATION	264.99	
4233	HASA INC.	WELL 30 CHEMICALS	211.35	
4233	HASA INC.	WELL 8 CHEMICALS	247.98	
4233	HASA INC.	WTP CHEMICALS	2,975.00	
4233	HASA INC.	WTP CHEMICALS	62.48	
4234	INFOSEND INC	ONLINE BILLER - OCT 2019	478.58	
4234	INFOSEND INC	ONLINE BILLER - OCT 2019	25.00	
4234	INFOSEND INC	ONLINE BILLER - OCT 2019	275.00	
4234	INFOSEND INC	ONLINE BILLER - OCT 2019	446.35	
4234	INFOSEND INC	ONLINE BILLER - OCT 2019	622.62	
4235	LOS ANGELES COUNTY PUBLIC SAFETY	CONSULTANTS	7,500.00	
4236	MCMASTER-CARR SUPPLY COMPANY	FBR REPAIR/MAINTENANCE	407.33	
4237	OFFICE SOLUTIONS	OFFICE SUPPLIES	388.49	
4237	OFFICE SOLUTIONS	OFFICE SUPPLIES	21.55	
4238	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	200.00	
4238	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	100.00	
4238	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	100.00	
4238	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	250.00	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.35	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.29	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.73	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.41	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.54	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.83	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.92	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.18	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.29	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.18	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.35	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.41	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.54	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.73	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.83	
4239	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.92	
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	4.28	
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	4.39	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	5.34	
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	4.28	
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY DEPARTMENT	5.34	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.40	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	4.51	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.40	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	4.51	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-FBR DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	95.16	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	4.40	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	4.93	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	5.40	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	5.40	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	4.93	
4239	UNIFIRST CORPORATION	UNIFORMS-WTP DEPARTMENT	4.40	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
4239	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	

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4239	UNIFIRST CORPORATION	JANITORIAL SERVICES	236.48	
4239	UNIFIRST CORPORATION	JANITORIAL SERVICES	236.48	
4239	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPARTMENT	4.28	
4239	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPARTMENT	4.22	
4239	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPARTMENT	4.22	
4239	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPARTMENT	4.28	
4239	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPARTMENT	4.51	
4239	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPARTMENT	5.89	
4239	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPARTMENT	5.89	
4239	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPARTMENT	4.51	
4242	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	792.11	
4243	BERTOLINE, GINA E	AMERICAN PAYROLL ASSOCIATION MEETING-NOVEMBER	36.01	
4244	CARIN FOR PLANTS	ARTIFICIAL PLANTS FOR CUSTOMER SERVICE FOYER RENOV		1,300.00
4245	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES/LEASE AND MAINTENANCE	4,831.78	
4245	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES/LEASE AND MAINTENANCE	744.70	
4246	INFOSEND INC	BILLS PRINTING AND POSTAGE	3,240.00	
4246	INFOSEND INC	BILLS PRINTING AND POSTAGE	9,700.23	
4247	INLAND DESERT SECURITY	ANSWERING SERVICE CALLS	502.35	
4248	LOS ANGELES COUNTY PUBLIC SAFETY	CONSULTING SERVICES	9,500.00	
4249	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		53,864.00
4249	MERLIN JOHNSON CONST INC.	RETENTION PAYMENT		68,351.63
4250	NAVARRO, NOVITA TESSA	QWEL TRAINING	113.84	
4251	RAINTEK ENTERPRISES INC	MAXIMO - ASSET MANAGEMENT-CONSULTANTS		57,800.00
4252	RIQUELME-BIRTS, CYNTHIA	D2 TEST REIMBURSEMENT	65.00	
4253	ROB KATHERMAN CONSULTING	PROFESSIONAL SERVICES - CONSULTANT	9,809.00	
4254	ROBERT WILLIAM MATHIS	CONSULTING SERVICES	2,648.20	
4254	ROBERT WILLIAM MATHIS	CONSULTING SERVICES	6,409.80	
4254	ROBERT WILLIAM MATHIS	CONSULTING SERVICES	2,648.20	
4254	ROBERT WILLIAM MATHIS	CONSULTING SERVICES	1,148.20	
4255	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	225.00	
4255	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	200.00	
4255	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	225.00	
4256	SAMBA HOLDINGS INC	HR SERVICES DRIVING MONITORING	105.00	
4257	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	1,550.87	
4257	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	3,102.66	
4258	YOUNG, CLIFFORD	CALPERS LONG TERM CARE-NOVEMBER	527.91	
4259	YULO, ALBERTO G	D1 TEST AND CERTIFICATE	120.00	
76555	AT&T	WTP FIRE SERVICE	456.94	
76555	AT&T	TELEMETRY LINE	68.04	
76555	AT&T	CIRCUIT LINES	860.33	
76555	AT&T	CIRCUIT LINES	881.82	
76555	AT&T	OFFICE PHONES	1,299.76	
76555	AT&T	SOUTH SYSTEM OPERATIONS BUILDING	7.72	
76556	AT&T INTERNET	INTERNET FEES	78.80	
76557	AT&T MOBILITY	CELL PHONES	23.44	
76558	BAE SYSTEMS APPLIED INTELLIGENCE	EMAIL SERVICE	2,608.72	
76559	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	56.41	
76559	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	549.68	
76559	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	248.40	
76559	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	100.57	
76560	BURRTEC WASTE INDUSTRIES INC	WTP DISPOSAL FEES	242.91	
76560	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	661.91	
76561	CITY OF RIALTO	TRAILER PERMIT FEES		2,367.60

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76562	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	20,671.46	
76563	EAST VALLEY WATER DISTRICT	2020 INLAND SOLAR CHALLENGE	1,000.00	
76564	GARDA CL WEST INC	ARMORED TRANSPORT	550.60	
76565	GOUIN, JOHN P	D4 EXAM REIMBURSEMENT	130.00	
76566	INLAND WATER WORKS SUPPLY CO	PRODUCTION REPAIRS/MAINTENANCE	151.20	
76566	INLAND WATER WORKS SUPPLY CO	PRODUCTION REPAIRS/MAINTENANCE	373.68	
76567	RAY, CLIFFORD	D2 EXAM REIMBURSEMENT	65.00	
76568	RIALTO WATER SERVICES	WTP WATER	73.89	
76569	THE GAS COMPANY	WTP GAS	14.30	
76570	ZAVALA, JULIANA	QWEL TRAINING	119.42	
76571	RICHARD TELLEZ	CUSTOMER REFUND	603.89	
76572	AIRGAS USA LLC	SHOP SUPPLIES	314.74	
76573	ALL PRO ENTERPRISES INC.	JANITORIAL SERVICES	3,156.01	
76574	AQUA-METRIC SALES CO	INVENTORY METER STOCK	4,736.09	
76574	AQUA-METRIC SALES CO	INVENTORY METER STOCK	24,695.31	
76574	AQUA-METRIC SALES CO	INVENTORY MXU STOCK	21,548.81	
76575	BOOT BARN INC	SAFETY BOOTS-LEWIS	133.10	
76575	BOOT BARN INC	SAFETY BOOTS-HILL	200.00	
76576	BUDICIN, ANTHONY	D2 EXAM REIMBURSEMENT	65.00	
76577	CEMEX INC	SHOP SUPPLIES	245.16	
76578	CHEM-PAK	WTP REPAIRS/MAINTENANCE	116.89	
76579	CINTAS CORPORATION	JANITORIAL SERVICES	146.88	
76580	CLIFTON LARSON ALLEN	JULY TREASURERS REPORT	2,500.00	
76582	CONVERGEONE, INC	CONTRACTS/LICENSING	2,500.36	
76583	CORE & MAIN LP	METERS-SHOP SUPPLIES	299.33	
76584	COUNTY OF SAN BERNARDINO	PERMIT FEES	201.00	
76585	DYER, ALAN	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	403.50	
76586	DYER, JUNE J	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	406.50	
76587	FEDEX	MAILING FEES	165.56	
76588	GRAINGER INC	PRODUCTION REPAIRS/MAINTENANCE	174.02	
76588	GRAINGER INC	FBR SUPPLIES	393.60	
76588	GRAINGER INC	FBR SUPPLIES	428.66	
76588	GRAINGER INC	WTP REPAIRS/MAINTENANCE	231.45	
76588	GRAINGER INC	WTP REPAIRS/MAINTENANCE	37.56	
76588	GRAINGER INC	WTP REPAIRS/MAINTENANCE	176.63	
76588	GRAINGER INC	WTP REPAIRS/MAINTENANCE	448.20	
76588	GRAINGER INC	ARSENIC REPAIRS/MAINTENANCE	363.20	
76589	HOME DEPOT	PRODUCTION REPAIRS/MAINTENANCE	84.99	
76589	HOME DEPOT	WTP REPAIRS/MAINTENANCE	53.82	
76589	HOME DEPOT	WTP REPAIRS/MAINTENANCE	338.84	
76589	HOME DEPOT	REPAIRS/MAINTENANCE-DOMESTIC MAINS	98.00	
76589	HOME DEPOT	REPAIRS/MAINTENANCE-DOMESTIC MAINS	93.72	
76589	HOME DEPOT	TOOLS	69.32	
76589	HOME DEPOT	TOOLS	403.03	
76589	HOME DEPOT	TOOLS	268.14	
76589	HOME DEPOT	TOOLS	9.67	
76589	HOME DEPOT	TOOLS	439.48	
76589	HOME DEPOT	TOOLS	12.25	
76589	HOME DEPOT	TOOLS	105.60	
76589	HOME DEPOT	VANDALISM REPAIRS	170.80	
76589	HOME DEPOT	VANDALISM REPAIRS	145.33	
76589	HOME DEPOT	VANDALISM REPAIRS	339.67	
76589	HOME DEPOT	VANDALISM REPAIRS	275.40	

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76589	HOME DEPOT	VANDALISM REPAIRS	94.73	
76590	INLAND WATER WORKS SUPPLY CO	WTP REPAIRS/MAINTENANCE	38.88	
76591	INMARK-PRECISION SIGNS	OFFICE SUPPLIES	29.77	
76592	K&A ENGINEERING	FIRE FLOW TESTS REFUND	300.00	
76594	LOWES	WTP JANITORIAL SUPPLIES	140.27	
76594	LOWES	WTP REPAIRS/MAINTENANCE	70.86	
76594	LOWES	WTP CHLORINATION EQUIPMENT	353.19	
76595	LUNDIN, PATRICIA A	MEDICARE PART B REIMBURSEMENT JULY-SEPTEMBER 20	568.80	
76596	NETWORK	VEHICLES MAINTENANCE	7,062.30	
76596	NETWORK	VEHICLES MAINTENANCE	2,405.97	
76597	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA	HR SERVICES	417.00	
76598	O'REILLY AUTO PARTS	METERS SHOP SUPPLIES	13.99	
76599	PETER LAW GROUP	SETTLEMENT AGREEMENT-KAREN LOGUE	125,000.00	
76600	QUINN COMPANY	PRODUCTION REPAIR/MAINTENANCE	227.42	
76600	QUINN COMPANY	PRODUCTION REPAIR/MAINTENANCE	206.17	
76600	QUINN COMPANY	PRODUCTION REPAIR/MAINTENANCE	329.81	
76601	RIALTO WATER SERVICES	WTP SEWER	73.99	
76602	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION REPAIR/MAINTENANCE	150.02	
76603	RYAN HERCO PRODUCTS CORP	FBR SUPPLIES	254.88	
76603	RYAN HERCO PRODUCTS CORP	WTP CHLORINATION EQUIPMENT	313.98	
76603	RYAN HERCO PRODUCTS CORP	WTP REPAIR/MAINTENANCE	291.31	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76604	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76605	SC COMMERCIAL LLC	DIESEL FUEL	294.76	
76605	SC COMMERCIAL LLC	DIESEL FUEL	378.45	
76605	SC COMMERCIAL LLC	DIESEL FUEL	1,643.17	
76605	SC COMMERCIAL LLC	DIESEL FUEL	85.00	
76605	SC COMMERCIAL LLC	DIESEL FUEL	441.84	
76605	SC COMMERCIAL LLC	DIESEL FUEL	328.84	
76605	SC COMMERCIAL LLC	DIESEL FUEL	959.53	
76605	SC COMMERCIAL LLC	DIESEL FUEL	909.95	
76605	SC COMMERCIAL LLC	UNLEADED FUEL	11,563.02	
76605	SC COMMERCIAL LLC	DIESEL FUEL	11,996.88	
76606	SOUTH COAST AQMD	ANNUAL PERMIT FEES	421.02	
76606	SOUTH COAST AQMD	EMISSIONS/PERMIT FEES	136.40	
76607	STATE WATER RESOURCES CONTROL BOARD	D2 CERTIFICATION-ANTHONY BUDICIN	60.00	
76609	TERRYBERRY	HR SUPPLIES	15.09	
76610	USA BLUEBOOK	WTP CHEMICALS	457.94	
76610	USA BLUEBOOK	WTP CHLORINATION EQUIPMENT	383.43	
76610	USA BLUEBOOK	WTP CHLORINATION EQUIPMENT	42.86	
76611	VERIZON CONNECT NWF INC	CONTRACTS/LICENSING	795.90	
76612	YO FIRE	INVENTORY	1,629.18	
76612	YO FIRE	INVENTORY	4,809.96	
76612	YO FIRE	INVENTORY	346.96	
76612	YO FIRE	CHLORINATION EQUIPMENT	484.88	
76612	YO FIRE	WATER QUALITY REPAIR/MAINTENANCE	460.75	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	19.01	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	499.25	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	127.90	

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76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	196.41	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	268.74	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	134.52	
76612	YO FIRE	DOMESTIC MAINS REPAIR/MAINTENANCE	92.28	
76613	CLAUDETTE CLOUTIER	CUSTOMER REFUND	975.44	
76614	ACEVEDO, RICARDO	CUSTOMER REFUND	37.37	
76615	ACWA /JPIA	Retired Employees	22,754.28	
76615	ACWA /JPIA	Retire Employees/Directors	22,754.28	
76615	ACWA /JPIA	Retired Employees	1,496.92	
76615	ACWA /JPIA	Retire Employees/Directors	1,496.92	
76615	ACWA /JPIA	Retired Employees	447.46	
76615	ACWA /JPIA	Retire Employees/Directors	447.46	
76616	ANAND, PAWAN	FINAL BILL REFUND	69.22	
76617	AQUA-METRIC SALES CO	WATER METERS-INVENTORY		8,711.59
76618	BLUM ELECTRIC	FINAL BILL REFUND	1,771.24	
76618	BLUM ELECTRIC	FINAL BILL REFUND	26.00	
76619	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	290.63	
76619	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	169.84	
76619	BRENNER - FIEDLER & ASSOCIATES	WTP REPAIR/MAINTENANCE	68.69	
76620	BURRTEC WASTE INDUSTRIES INC	WTP DISPOSAL FEES	242.91	
76620	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	661.91	
76621	CANELLO, ERNESTO	FINAL BILL REFUND	41.68	
76622	CEMEX INC	SHOP SUPPLIES	384.62	
76623	CINTAS CORPORATION	JANITORIAL SERVICES	358.69	
76624	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC BILL	695.24	
76625	CONTROL TEMP INC	AC MAINTENANCE	302.65	
76626	CORE & MAIN LP	INVENTORY	4,460.85	
76627	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	212.40	
76627	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	252.37	
76627	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	55.30	
76628	FAST SERVICE	OCTOBER CUSTOMER SERVICES	303.00	
76629	FIELDS, JENNIFER	FINAL BILL REFUND	20.92	
76630	FONTANA UNION WATER CO	STOCK SHARES	260.00	
76630	FONTANA UNION WATER CO	STOCK SHARES	16.00	
76630	FONTANA UNION WATER CO	STOCK SHARES	80.00	
76630	FONTANA UNION WATER CO	STOCK SHARES	60.00	
76630	FONTANA UNION WATER CO	STOCK SHARES	8.00	
76631	FRONTIER COMMUNITIES	FINAL BILL REFUND	5.99	
76632	FULTON, LORA	FINAL BILL REFUND	59.65	
76633	GRAINGER INC	CHLORINARION EQUIPMENT	388.63	
76633	GRAINGER INC	SHOP SUPPLIES	3,170.56	
76634	HUB CONSTRUCTION SPECIALTIES	TOOLS	3,384.19	
76634	HUB CONSTRUCTION SPECIALTIES	TOOLS	3,384.19	
76635	INLAND EMPIRE UTILITIES AGENCY	WATER	3,140.80	
76636	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	COPIER MAINTENANCE	694.15	
76637	LENNAR HOMES	FINAL BILL REFUND	7.76	
76638	LIEBERT CASSIDY WHITMORE	HR SUPERVISORS AND MANAGERS TRAINING	630.00	
76639	LOWERY, KAREN	CUSTOMER REFUND	14.07	
76640	LOWES	FBR REPAIRS/MAINTENANCE	310.56	
76641	NETWORK	VEHICLE MAINTENANCE-LATE FEES	130.02	
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		350.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		350.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		1,080.00

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76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/VALVE BOX DEPOSITS REFUND		3,600.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		1,320.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		22,741.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/VALVE BOX DEPOSITS REFUND		67,454.00
76642	NORTH FONTANA INVESTMENT COMPANY LLC	CONTINGENCY/METER BOX/VALVE BOX DEPOSITS REFUND		14,797.50
76643	PACK N MAIL	OCTOBER CUSTOMER SERVICES	202.00	
76644	PETER LAW GROUP	SETTLEMENT AGREEMENT-MARIA GUERRERO	37,000.00	
76645	PG MECHANICAL	EQUIPMENT MAINTENANCE	380.00	
76645	PG MECHANICAL	EQUIPMENT MAINTENANCE	380.00	
76646	ROBERTSONS READY MIX	PRODUCTION REPAIRS/MAINTENANCE	27.10	
76646	ROBERTSONS READY MIX	PRODUCTION REPAIRS/MAINTENANCE	27.51	
76646	ROBERTSONS READY MIX	PRODUCTION REPAIRS/MAINTENANCE	1,806.75	
76646	ROBERTSONS READY MIX	PRODUCTION REPAIRS/MAINTENANCE	27.10	
76647	ROYAL INDUSTRIAL SOLUTIONS	WTP REPAIRS/MAINTENANCE	445.33	
76648	SC COMMERCIAL LLC	DIESEL FUEL	470.48	
76648	SC COMMERCIAL LLC	DIESEL FUEL	1,289.40	
76648	SC COMMERCIAL LLC	DIESEL FUEL	376.22	
76648	SC COMMERCIAL LLC	DIESEL FUEL	989.24	
76648	SC COMMERCIAL LLC	DIESEL FUEL	395.04	
76648	SC COMMERCIAL LLC	DIESEL FUEL	2,071.52	
76648	SC COMMERCIAL LLC	DIESEL FUEL	373.40	
76648	SC COMMERCIAL LLC	DIESEL FUEL	762.50	
76649	SCOTT EQUIPMENT INC.	EQUIPMENT MAINTENANCE	305.20	
76650	SO CALIFORNIA EDISON	SCE 3036809305 (10/11/19)	14,597.24	
76652	SUPERIOR PROPERTY MANAGEMENT	CUSTOMER REFUND	30.73	
76653	TAFOYA & GARCIA LLP	SEPTEMBER LEGAL FEES	25,807.57	
76653	TAFOYA & GARCIA LLP	OCTOBER LEGAL FEES	21,858.88	
76654	THE GAS COMPANY	WTP GAS BILL	16.50	
76655	TORRES, JUAN/GABRIELA	FINAL BILL REFUND	76.67	
76656	TRAMMELL CROW COMPANY	FINAL BILL REFUND	9.24	
76656	TRAMMELL CROW COMPANY	FINAL BILL REFUND	34.97	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.83	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.92	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.73	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.41	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.35	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.29	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.18	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.54	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.73	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.83	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.92	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.54	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.35	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.18	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.41	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.29	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.29	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.35	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.41	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	4.54	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.73	
76657	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPARTMENT	5.83	

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76657	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	95.16	
76657	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	95.16	
76657	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	95.16	
76657	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	95.16	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.93	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	5.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	5.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.93	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.93	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	5.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.40	
76657	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	5.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.93	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	5.40	
76657	UNIFIRST CORPORATION	UNIFORMS-WATER TREATMENT PLANT	4.93	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.49	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.30	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.39	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	4.51	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.38	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPARTMENT	5.50	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.42	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.44	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.48	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.30	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.23	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	5.29	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.20	
76657	UNIFIRST CORPORATION	UNIFORMS-METERS DEPARTMENT	4.89	
76657	UNIFIRST CORPORATION	JANITORIAL SERVICES	236.48	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76678	MV CHENG & ASSOCIATES INC	MV CHENG CONSULTING	7,152.50	
76679	NEW PIG CORPORATION	FBR CHEMICALS	55.54	
76680	PG MECHANICAL	EQUIPMENT REPAIR/MAINTENANCE	870.00	
76681	Q AIR-CALIFORNIA	COMPRESSOR SERVICES	929.57	
76682	QUINN COMPANY	PRODUCTION REPAIRS/MAINTENANCE	471.29	
76682	QUINN COMPANY	PRODUCTION REPAIRS/MAINTENANCE	120.65	
76682	QUINN COMPANY	PRODUCTION REPAIRS/MAINTENANCE	750.00	
76683	RIALTO WATER SERVICES	OFFICE WATER/SEWER	127.34	
76684	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION REPAIR/MAINTENANCE	86.50	
76684	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION REPAIR/MAINTENANCE	30.43	
76684	ROYAL INDUSTRIAL SOLUTIONS	FBR ELETRICAL PARTS	197.27	
76685	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES-WTP	874.00	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	58,669.16	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	41,184.09	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	11,171.49	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	5,622.73	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	56,855.02	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	54,920.01	
76686	SO CALIFORNIA EDISON	BLF ELECTRIC	140.76	
76686	SO CALIFORNIA EDISON	SOUTH END SHOP	66.53	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	19,311.62	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	15,158.03	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	999.20	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	15,289.44	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	814.96	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	11,603.43	
76686	SO CALIFORNIA EDISON	WELL 6 ELECTRIC	16,624.57	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	106.39	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	202.50	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	80.38	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	199.72	
76686	SO CALIFORNIA EDISON	Edison bill Sept 2019	4,456.65	
76686	SO CALIFORNIA EDISON	Edison bill Oct 2019	2,785.72	
76687	STATE WATER RESOURCES CONTROL BOARD	D2 CERTIFICATION	80.00	
76688	STATE WATER RESOURCES CONTROL BOARD	D2 CERTIFICATION-CLIFFORD RAY	60.00	
76689	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT	14,815.00	
76689	STATE WATER RESOURCES CONTROL BOARD	ANNUAP PERMIT FEE-BLF	2,572.00	
76689	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	2,572.00	
76690	THE GAS COMPANY	OFFICE GAS BILL	38.42	
76691	TIME WARNER CABLE	CABLE SERVICE	115.92	
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		1,312.50
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		250.00
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		4,038.28
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		4,163.28
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		3,500.00
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		4,766.38
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		1,125.00
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		1,047.90
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		2,500.00
76692	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		7,016.38
76693	VERIZON CONNECT NWF INC	CONTRACTS/LICENSING	795.90	
76694	VERIZON WIRELESS PHONES	CELL PHONES/IPADS INTERNET	5,985.15	
76694	VERIZON WIRELESS PHONES	CELL PHONES	53.68	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76694	VERIZON WIRELESS PHONES	CELL PHONES/IPADS INTERNET	700.31	
76695	YO FIRE	PRODUCTION REPAIRS/MAINTENANCE	484.88	
76696	AT&T	WTP TELEMETRY	82.79	
76696	AT&T	WTP FAX	1,596.05	
76697	AT&T MOBILITY	CELL PHONES	23.34	
76698	BLASTING AND COATING ENTERPRISES INC	PRODUCTION REPAIRS/MAINTENANCE	16,045.00	
76699	CITY OF SAN BERNARDINO	BLF WATER	34.30	
76700	D.R. HORTON	CONTINGENCY/METER/VALVE BOX REFUND		53,200.00
76700	D.R. HORTON	CONTINGENCY/METER/VALVE BOX REFUND		8,040.00
76700	D.R. HORTON	CONTINGENCY/METER/VALVE BOX REFUND		69,501.80
76700	D.R. HORTON	CONTINGENCY/METER/VALVE BOX REFUND	(3,027.16)	
76701	GARDA CL WEST INC	ARMORED TRANSPORTATION SERVICES	555.75	
76702	GEOSCIENCE SUPPORT SVCS INC	FBR SERVICES	1,445.50	
76703	HARDY & HARPER	PAVING	24,990.00	
76703	HARDY & HARPER	PAVING	24,458.00	
76703	HARDY & HARPER	PAVING	23,720.00	
76703	HARDY & HARPER	PAVING	23,526.00	
76703	HARDY & HARPER	PAVING	24,806.00	
76703	HARDY & HARPER	PAVING	5,298.00	
76705	LOUKEH, NADIA	SBVMWD INSPECTION TRIP	48.00	
76708	NETWORK	VEHICLES MAINTENANCE	2,865.09	
76709	Q AIR-CALIFORNIA	FBR AIR COMPRESSOR AND BLOWER PM CONTRACT	2,337.25	
76710	SO CALIFORNIA EDISON	WELL#22 ELECTRIC	11.82	
76710	SO CALIFORNIA EDISON	WTP ELECTRIC	33,577.30	
76711	STATE WATER RESOURCES CONTROL BOARD	T2 RENEWAL CODY LUDWIG	60.00	
76712	STATE WATER RESOURCES CONTROL BOARD	D2 CERTIFICATE FOR CYNTHIA BIRTS	60.00	
76713	STATE WATER RESOURCES CONTROL BOARD	JOHN GOUIN D4 CERTIFICATE	105.00	
76714	STERLING WATER TECHNOLOGIES LLC	FBR CHEMICALS	4,798.81	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	272.85	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	2,021.76	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	1,869.72	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	1,865.22	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	1,234.52	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	266.14	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	2,916.35	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	187.87	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	1,077.98	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	892.35	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	272.85	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	400.00	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	644.10	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	454.00	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	966.15	
76715	SUPERION LLC	HTE MAINTENANCE 08/01/19-11/30/19	3,124.34	
76716	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		1,437.50
76716	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE		14,193.86
76716	TYLER TECHNOLOGIES INC	ERP SOFTWARE FOR DISTRICT		562.50
76717	VARNER & BRANDT	LEGAL FEES	5,585.18	
76717	VARNER & BRANDT	LEGAL FEES	2,209.50	
76718	YO FIRE	INVENTORY	520.43	
76718	YO FIRE	INVENTORY	4,022.50	
76718	YO FIRE	INVENTORY	549.53	
76718	YO FIRE	INVENTORY	343.41	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
NOVEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76718	YO FIRE	INVENTORY	209.05	
76718	YO FIRE	INVENTORY	2,950.20	
76718	YO FIRE	INVENTORY	631.26	
76718	YO FIRE	INVENTORY	5,977.97	
76718	YO FIRE	INVENTORY	6,078.74	
76718	YO FIRE	INVENTORY	553.40	
76719	ZAVALA, JULIANA	QWEL TRAINING	126.28	
			SUBTOTALS	1,335,457.50
				622,235.51
			GRAND TOTAL	1,957,693.01

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2019 - 2020**

Report Month	Description	From	To	Gross Wages Paid
July 2019	Pay Period #14	06/14/19	06/28/19	294,891.84
July 2019	Monthly Pay Period #7	06/01/19	06/30/19	6,953.10
July 2019	Manual Check	06/28/19	07/12/19	1,093.93
July 2019	Manual Check	06/28/19	07/12/19	6,052.00
July 2019	Manual Check	06/28/19	07/12/19	5,832.62
July 2019	Pay Period #15	06/28/19	07/12/19	298,232.04
Total for July 2019				613,055.53
August 2019	Pay Period #16	07/12/19	07/26/19	291,405.81
August 2019	Monthly Pay Period #8	07/01/19	07/31/19	6,953.10
August 2019	Supplemental Payroll	07/12/19	07/26/19	163.17
August 2019	Pay Period #17	07/26/19	08/09/19	303,037.85
August 2019	Pay Period #18	08/09/19	08/23/19	311,612.04
Total for August 2019				913,171.97
September 2019	Monthly Pay Period #9	08/01/19	08/31/19	6,791.40
September 2019	Pay Period #19	08/23/19	09/06/19	303,532.86
September 2019	Pay Period #20	09/06/19	09/20/19	302,357.04
Total for September 2019				612,681.30
October 2019	Monthly Pay Period #10	09/01/19	09/30/19	6,629.70
October 2019	Pay Period #21	09/20/19	10/04/19	304,038.46
October 2019	Supplemental Payroll	various	09/20/19	7,368.91
October 2019	Pay Period #22	10/04/19	10/18/19	305,086.01
October 2019	Manual Check	10/18/19	10/30/19	2,650.72
October 2019	Safety Pays		10/31/19	5,017.95
Total for October 2019				630,791.75
November 2019	Pay Period #23	10/18/19	11/01/19	323,811.67
November 2019	Monthly Pay Period #11	10/01/19	10/31/19	6,468.10
November 2019	Manual Checks	11/01/19	11/07/19	6,821.19
November 2019	Manual Check	11/01/19	11/08/19	7,667.53
November 2019	Manual Check (Settlement)			168,508.58
November 2019	Longevity, SLCO, and Settlement			68,690.90
November 2019	Manual Check	11/01/19	11/08/19	3,709.60
November 2019	Pay Period #24	11/01/19	11/15/19	295,869.84
Total for November 2019				881,547.41

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
NOVEMBER 2019**

Date	Item	Check No. or EFT	Amount
11/07/19	Pay Period #23	8633-8637	6,635.11
11/07/19	Monthly Pay Period #11	none	
11/08/19	Gift Card Correction	none	
11/07/19	Manual Checks	8638-8639	4,570.77
11/08/19	Manual Check	8641	4,670.26
11/08/19	Manual Check	8642	114,960.66
11/21/19	Sick Leave Cash Out, Longevity Pay, and Settlement Pay	8643-8656	13,336.79
11/18/19	Manual Check	8657	3,339.16
11/21/19	Pay Period #24	8658-8661	5,103.31
	Total Checks		<u>152,616.06</u>
11/07/19	Pay Period #23 Direct Deposits	EFT	211,727.34
11/07/19	Federal Tax Withheld Social Security & Medicare	EFT	79,136.73
11/07/19	State Tax Withheld and State Disability Insurance	EFT	16,323.37
11/07/19	Lincoln Deferred Compensation Withheld	EFT	15,767.48
11/07/19	Lincoln - Employer Match Benefit	EFT	3,825.00
11/07/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
11/07/19	Nationwide Deferred Compensation Withheld	EFT	2,084.20
11/07/19	Nationwide - Employer Match Benefit	EFT	525.00
11/07/19	Nationwide - 401a Employer Match Benefit	EFT	200.00
11/07/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,692.70
11/07/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,953.48
11/07/19	California State Disbursement	EFT	1,378.91
11/07/19	Monthly Pay Period #11 Direct Deposits	EFT	5,636.56
11/07/19	Federal Tax Withheld Social Security & Medicare	EFT	1,277.39
11/07/19	State Tax Withheld and State Disability Insurance	EFT	48.95
11/08/19	Gift Card Correction #11 Direct Deposits	EFT	593.70
11/07/19	Federal Tax Withheld Social Security & Medicare	EFT	2,317.80
11/07/19	State Tax Withheld and State Disability Insurance	EFT	454.44
11/08/19	Federal Tax Withheld Social Security & Medicare	EFT	2,782.64
11/08/19	State Tax Withheld and State Disability Insurance	EFT	713.81
11/08/19	Federal Tax Withheld Social Security & Medicare	EFT	43,471.50
11/08/19	State Tax Withheld and State Disability Insurance	EFT	11,594.24
11/08/19	Lincoln Deferred Compensation Withheld	EFT	867.31
11/08/19	Lincoln - Employer Match Benefit	EFT	75.00
11/21/19	SLCO, Longevity, and Settlement Pay - Direct Deposit	EFT	30,472.44
11/21/19	Federal Tax Withheld Social Security & Medicare	EFT	24,558.87
11/21/19	State Tax Withheld and State Disability Insurance	EFT	5,046.24
11/18/19	Federal Tax Withheld Social Security & Medicare	EFT	342.28
11/18/19	State Tax Withheld and State Disability Insurance	EFT	81.95

11/21/19	Pay Period #24 Direct Deposits	EFT	196,610.15
11/21/19	Federal Tax Withheld Social Security & Medicare	EFT	70,499.62
11/21/19	State Tax Withheld and State Disability Insurance	EFT	13,846.05
11/21/19	Lincoln Deferred Compensation Withheld	EFT	15,000.35
11/21/19	Lincoln - Employer Match Benefit	EFT	3,650.00
11/21/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
11/21/19	Nationwide Deferred Compensation Withheld	EFT	2,084.20
11/21/19	Nationwide - Employer Match Benefit	EFT	525.00
11/21/19	Nationwide - 401a Employer Match Benefit	EFT	200.00
11/21/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	26,757.21
11/21/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,482.91
11/21/19	California State Disbursement	EFT	1,378.91

Total EFT 852,368.73

Grand Total Payroll Cash 1,004,984.79



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: TREASURER REPORT SEPTEMBER 2019

West Valley September 2019 Treasurer Report
West Valley Water District Memo for September 2019 Investments
West Valley Water District Memo for September 2019 Reserve Accounts
September 2019 Investment Policy Analysis
September 2019 Bond Analysis

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." The signature is written in a cursive style.

Clarence Mansell Jr, General Manager

SM:cc

ATTACHMENT(S):


1. September 2019 WVWD Board Report

West Valley Water District
 Cash, Investment & Reserve Balances - September 30, 2019

Institution/Investment Type	August 2019 Balance	September 2019 Balance	RESERVE ACCOUNT	Minimum Balance
Funds Under Control of the District:			RESTRICTED FUNDS	
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 517.26
	\$ 4,300.00	\$ 4,300.00	Customer Deposit Accounts	\$ 3,616,198.78
Checking and Savings:			Capacity Charge Acct Balance	\$ 11,452,415.08
Chase - General Government Checking	\$ 6,661,803.34	\$ 6,001,640.85	CIP account in LAIF for capital purposes	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -		\$ 18,069,131.12
Chase - UTC Routine Checking	\$ 3,054.85	\$ 289,183.60	CAPITAL RESERVE FUNDS	
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Capital Project Account - 100% FY 19-20	\$ 12,525,825.00
	\$ 6,713,494.69	\$ 6,339,460.95	Capital Project Account-80% FY 20-21	\$ 10,020,660.00
State of California, Local Agency Investment Fund	\$ 16,288,196.91	\$ 16,288,196.91	Administrative & General Account	\$ 1,307,893.35
US Bank - Chandler Asset Mgmt	\$ 12,709,736.10	\$ 12,703,049.18		\$ 23,854,378.35
CalTrust Pooled Investment Fund - Short Term	\$ 15,400,095.87	\$ 15,428,842.40	LIQUIDITY FUNDS	
CalTrust Pooled Investment Fund - Medium Term	\$ 10,562,560.12	\$ 10,550,213.86	Rate Stabilization Account	\$ 853,895.90
U. S. Treasury Bills			Operating Reserve Account	\$ 4,359,644.50
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Emergency Account	\$ 1,274,310.78
			Water Banking Account	\$ 125,000.00
Total	\$ 61,678,383.69	\$ 61,314,063.30		\$ 6,612,851.18
Funds Under Control of Fiscal Agents:			OTHER RESERVES	
US BANK			Self-Insurance Reserve	\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 286.07	\$ 286.49		\$ 5,000,000.00
2016A Bond - Interest Fund	\$ 230.43	\$ 230.77	OPERATING CASH	
Total	\$ 516.50	\$ 517.26	Balance Available for Daily Operations	\$ 7,778,219.91
Grand Total	\$ 61,678,900.19	\$ 61,314,580.56		\$ 7,778,219.91
			Grand Total	\$ 61,314,580.56
			UNRESTRICTED RESERVES	\$ 43,245,449.44

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.



 Chief Financial Officer

West Valley Water District Investment Memo – September 2019

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Total Fund Balance

When comparing the District's total fund balances month-over-month between August (\$61,678,900.19) and September (\$61,314,580.56), CLA found the \$364,319.63 decreased fund balance was largely due to the district's 2016A bond payment of \$861,208.50 (principal and interest) as well as normal checking and investment account activity for the month ending September 30, 2019.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending September 30, 2019, CLA was able to confirm that the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted an independent investigation of the District's cash and money-market securities and found that all of the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$13.5 billion and a portfolio manager with over five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the aforementioned requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of September 30, 2019 is 0.07%. Therefore, the District is in compliance with both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category, however, maximum investment maturities are limited to up to five years." Based on CLA's analysis, the purchase dates for all United States treasury issues fall within the five-year framework established in the investment policy.

West Valley Water District Investment Memo – September 2019

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations. The State of California's guidelines do, however, establish that maximum investment maturities for United States Treasury Obligations are limited to five years. As of September 30, 2019, 4.9% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

Medium-Term Notes – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less". All instruments categorized as medium-term notes in the District's portfolio are in compliance with Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 5.0% of the District's total investment balance as of September 30, 2019. Therefore, the District is in compliance with both the investment policy and the State of California's standards.

Federal Agency Obligations – Per Section 9.5 of the District's investment policy, "there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio." Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all of the District's current federal agency holdings are rated AAA by multiple NRSRO's as of September 30, 2019.

While the District's investment policy caps federal agency obligations at 30 percent of the investment portfolio, the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations (Government Code Section 53601(f)). However, these guidelines are in accordance with the District's investment policy which state maximum investment maturities for federal agency obligations are limited to five years.

The maximum percentage of the District's investments in federal agency obligations is 30% of the portfolio. Federal agency obligations represent 9.9% of the District's total investment balance as of September 30, 2019. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Local Agency Investment Fund (LAIF)

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District's investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District's investment portfolio while also dictating no maximum maturity date for LAIF investments.

Per the Standard and Poor's, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending September 30, 2019, the District's Local Agency Investment Fund balance represents 26.6% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report for the quarter-ending September 30, 2019, LAIF investments had a net-yield of 2.280%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 50.49%
- Agencies- 17.63%
- Certificates of Deposit/Bank Notes- 18.50%
- Commercial Paper- 7.58%
- Time Deposits- 4.96%
- Loans- 0.82%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all of the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital

West Valley Water District Investment Memo – September 2019

Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

The Investment Trust of California (CalTRUST)

The District maintains investments in the CalTRUST Short-Term and CalTRUST Medium-Term Funds. For the month ending September 30, 2019 the Net Asset Value per share was \$10.04 (\$15,428,842.40 book value) for CalTRUST Short-Term Fund investments and \$10.09 (\$10,550,213.86 book value) for CalTRUST Medium-Term Fund investments. Per the S&P Global Rating Pool Profile for the quarter-ending September 30, 2019, the credit rating for the Short-Term Fund is AAF/S1+, identifying the credit quality of the fund's portfolio performance as very strong. Per the S&P Global Rating Pool Profile for the quarter-ending September 30, 2019, the credit rating for the Medium-Term Fund is AA-f/S1, identifying the credit quality of the fund's portfolio performance as strong.

Per Section 9.3 of the District's investment policy, "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending September 30, 2019, the District's CalTRUST investment balance represents roughly 42.4% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of September 30, 2019, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, with the exception of the Chase General Governmental Checking and UTC Routine Checking accounts. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll and one accounts payable check run. In CLA's comparison between the District's general checking account balances for August 2019 (\$6,661,803.34) and September 2019 (\$6,001,640.85), per the District's accounting staff, the decrease in the September 2019 checking account balance of \$660,162.50 was largely due to the District's 2016A bond payment (principal and interest) of \$861,208.50 at the end of September.

The UTC Routine Checking account does not normally exceed the FDIC limit on a monthly basis, however, the quarterly deposit from United Technologies Corporation for \$286,128.75 was recorded in this account near the middle of September 2019. UTC deposits recorded to this account are normally transferred to the governmental checking account within five business days of the deposit with board approval. However, the District was still awaiting board approval for this transfer as of the completion of the September 2019 Treasurer's Report. This balance should fall below the FDIC limitations once the District's accounting team receives board approval to record the transfer to the governmental checking account.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are reconciled on a daily basis. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is

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performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit on a daily basis. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department on a monthly basis, however, no reconciliation was completed for September 2019. The District has provided a formalized cash drawer reconciliation for September where they confirm the total amount of cash drawers issued to employees with no variance and the supervisor signs-off on the last working day of the month.

Section 9.12 of the investment policy asserts that "there is no limit on the percentage of the portfolio that may be invested in bank deposits." Similarly, the State of California's Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of September 30, 2019 the District had 10.3% of its portfolio invested in bank deposit accounts.

Supranationals

Supranationals are explicitly defined in Section 9.14 of the investment policy as "US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank". Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District's portfolio may be invested in these securities with a maximum maturity of five years.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District's investment portfolio for supranationals at 30%. The State of California's guidelines also establish that maximum investment maturities for suprnationals should be five years or less.

As of September 30, 2019, the District's investments in two securities categorized as supranationals was roughly 0.8% of the total portfolio and both securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District's supranational investments meet the standards of both the investment policy and the State of California.

West Valley Water District Reserve Memo – September 2019

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impairment our independence.

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the September 30, 2019 ending balance of \$517.26 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled periodically, however, they have not been traditionally reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the September 2019 Treasurer's Report reconcile with the general ledger. The September 30, 2019 balance of \$3,616,198.78 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$11,452,415.08 presented on the September 2019 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, currently there are no designations or allocations for District funding towards any Capital Improvement Projects.

Rebate Accounts – Historically, West Valley Water District maintained two rebate balances on the Treasurer's Report, the Rebate 2015 and Rebate 2018 accounts. These rebates represented one-time payments due to customers for consumption charges. In the past, the rebate balances were highlighted on the District's Treasurer's Reports which indicated outstanding payments due to customers for each rebate, however these balances are no longer indicated on the Treasurer's Report. The District's by-laws are in accordance with California Government Code 50050 – 50057 which states "Except as otherwise

West Valley Water District Reserve Memo – September 2019

provided by law, money that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if not verified complaint is filed and served.” Therefore, the District must maintain and properly account for any rebates due to customers for at least three years after the rebate’s original date of issuance. After three years the District is then able to absorb those funds for general operating purposes. The District’s reserve policy does not explicitly address or specify any minimum or maximum funding levels for rebate accounts.

Although the District no longer highlights the Rebate accounts on the Treasurer’s Report, per the District’s accounting staff, all outstanding rebates were stale dated as of 1/31/19 and continue to act as a current liability on the District’s balance sheet.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District’s reserve policy, “the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 80% of the amount estimated to be needed the following fiscal year.” The District currently maintains a balance of \$22,546,485 (\$12,525,825 for fiscal year 2019-20 and \$10,020,660 for fiscal year 2020-21) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of September 30, 2019 by reviewing the board-approved 2019-20 Capital Improvement Budget which indicates a total CIP for fiscal year 2019-20 of \$12,525,825. The District conservatively expects to expend the same amount, \$12,525,825, in capital improvement costs in 2020-21. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2020-21) which amounts to \$10,020,660, fulfilling the minimum target level requirements.

Administrative & General Account – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either project, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2019-20 board-approved budget, CLA can confirm the District has an operating expenses budget of \$26,157,867. As of September 30, 2019, the administrative and general account contains \$1,307,893.35, which satisfies the 5% minimum requirement of the District’s reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 5% of water sales. Per the FY 2019-20 board-approved budget, the District anticipates water revenues of \$17,077,918 for the current fiscal year. Therefore, CLA can verify that the District’s current balance of \$853,895.90 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

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Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 60 days of the District’s budgeted total operating expenses in this account. Per the FY 2019-20 board-approved budget, CLA can validate that the District has an operating expenses budget of \$26,157,867. As of September 30, 2019, the operating reserve account maintains a balance of \$4,359,644.50, which satisfies the requirements of the District’s reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per September 30, 2019 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$127,431,077.74. Per phone correspondence with the District’s interim Chief Financial Officer, the Water Participation Rights (\$9,645,865.20) and the Amortization of the Water Participation Rights (\$-2,572,230.72) are not included in the District’s net assets calculation. As of September 30, 2019, the emergency account represents a balance of \$1,274,310.78 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Water Banking Account – The District’s reserve policy states “The District will strive to maintain a minimum level equal to the cost of 1,000 acre-feet of water and a maximum amount equal to the cost of 10,000 acre-feet of water.” Per an invoice from the San Bernardino Valley Municipal Water District, CLA can confirm that the District currently pays \$125 per acre-feet of water. By maintaining a balance of \$125,000 in its Water Banking Account, the District is in adherence with its reserve policy.

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims. Per e-mail correspondence with the District’s interim Chief Financial Officer, dated July 3, 2019, there has not been any updates to the self-insurance reserve policy, however, the District is currently evaluating other self-insurance policy options.

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance to ensure the totals agreed with the September 2019 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment and reserve balances as of September 30, 2019 total \$61,314,580.56. In its assessment of the District’s accounts, CLA can confirm the balances indicated on the Treasurer’s Report appear accurate.

West Valley Water District
 Bond Analysis
 September 30, 2019

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 9/30/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Federal Farm Credit Bks - 3133EKZK5	249,947.50	Aaa	Yes	4/10/2018	8/15/2019	1.3
Federal Home Loan Bks - 3130ACM92	249,952.50	Aaa	Yes	4/16/2018	10/21/2019	1.5
Federal Farm Credit Bks - 3133EJLU1	250,452.50	Aaa	Yes	4/20/2018	1/24/2020	1.7
Federal Home Loan Bks - 313378J77	250,015.00	Aaa	Yes	4/9/2018	3/13/2020	1.9
Federal Home Loan Bks - 313383HU8	249,822.50	Aaa	Yes	4/13/2018	6/12/2020	2.1
Federal Home Loan Bks - 3130AD4X7	250,290.00	Aaa	Yes	4/11/2018	1/31/2021	2.8
Federal Home Loan Bks - 3133EJCE7	251,767.50	Aaa	Yes	4/26/2018	2/12/2021	2.8
Federal Home Loan Bks - 3133EJJD2	253,120.00	Aaa	Yes	4/9/2018	4/5/2021	2.9
F N M A - 3135G0Q89	248,582.50	Aaa	Yes	4/18/2018	10/7/2021	3.4
Federal Home Loan Bks - 313376C94	255,185.00	Aaa	Yes	4/11/2018	12/10/2021	3.6
F N M A - 3135G0S38	251,790.00	Aaa	Yes	4/11/2018	1/5/2022	3.7
Federal Home Loan Bks - 313378WG2	255,150.00	Aaa	Yes	4/9/2018	3/11/2022	3.9
F N M A - 3135G0T45	251,702.50	Aaa	Yes	4/26/2018	4/5/2022	3.9
Federal Home Loan Bks - 3130ADRG9	258,775.00	Aaa	Yes	5/9/2018	3/10/2023	4.8
F H L M C - 3137EAEN5	260,107.50	Aaa	Yes	8/7/2018	6/19/2023	4.8
F N M A - 3135G0U43	246,277.65	Aaa	Yes	9/12/2018	9/12/2023	4.9
F N M A - 3135G0T94	256,212.50	Aaa	Yes	10/4/2018	1/19/2023	4.2
Federal Home Loan Bks - 313383YI4	266,467.50	Aaa	Yes	11/29/2018	9/8/2023	4.7
Federal Home Loan Bks - 3130A0F70	256,780.80	Aaa	Yes	12/13/2018	12/8/2023	4.9
Federal Home Loan Bks - 3130A0XE5	267,842.50	Aaa	Yes	3/1/2019	3/8/2024	5.0
Federal Home Loan Bks - 3130AB3H7	196,281.40	Aaa	Yes	3/1/2019	3/8/2024	5.0
Federal Farm Credit Bks - 3133EKNX0	255,842.50	Aaa	Yes	6/25/2019	6/3/2024	4.9
Federal Home Loan Bks - 3130A1XJ2	263,955.00	Aaa	Yes	6/12/2019	6/14/2024	4.9
F N M A - 3135G0V75	251,425.00	Aaa	Yes	7/8/2019	7/2/2024	4.9
Total Federal Agency Obligations	6,047,744.85					

Money Market						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 9/30/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Government Oblig Fd - 31846V203	43,712.60	Aaa	Yes	Various	N/A	0.0
Total Money Market	43,712.60					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 9/30/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Bank M T N - 459058DY6	249,827.50	Aaa	Yes	5/11/2018	2/10/2022	3.7
Inter American Devel Bk - 4581XOCZ9	250,737.50	Aaa	Yes	5/10/2018	9/14/2022	4.3
Total Supranational	500,565.00					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 9/30/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
HSBC USA Inc - 40428HPV8	176,011.50	A2	Yes	5/2/2018	8/7/2020	2.2
Ace Ina Holdings - 00440EAT4	150,484.50	A3	Yes	4/12/2018	11/3/2020	2.5
Bank of NY Mellon Corp - 06406FAA1	192,463.06	A1	Yes	4/9/2018	4/15/2021	3.0
General Dynamics Corp - 369550BE7	86,488.35	A2	Yes	5/8/2018	5/11/2021	3.0
State Street Corp - 857477AV5	150,016.50	A1	Yes	4/9/2018	5/19/2021	3.1
Paccar Financial Corp - 69371RN44	149,109.00	A1	Yes	4/10/2018	8/11/2021	3.3
American Honda Finance - 02665WBG5	150,331.07	A2	Yes	4/9/2018	9/9/2021	3.4
John Deere Capital Corp - 24422ETL3	152,356.50	A2	Yes	4/9/2018	1/6/2022	3.7
Praxair Inc - 74005PBA1	151,954.50	A2	Yes	4/13/2018	2/15/2022	3.8
US Bancorp - 91159HHC7	153,598.50	A1	Yes	4/12/2018	3/15/2022	3.9
Pnc Bank NA - 69353RFE3	252,600.00	A2	Yes	5/9/2018	7/28/2022	4.2
Oracle Corp - 68389XAP0	126,858.75	A1	Yes	6/27/2018	10/15/2022	4.2
Charles Schwab Corp - 808513AT2	152,703.00	A2	Yes	6/8/2018	1/25/2023	4.6
IBM Credit Corp - 44932HAH6	154,303.50	A2	Yes	5/9/2018	2/6/2023	4.7
Berkshire Hathaway Inc. - 084670BR8	153,769.50	Aa2	Yes	5/9/2018	3/15/2023	4.8
Walmart Inc - 931142EK5	157,897.50	Aa2	Yes	6/26/2018	6/26/2023	4.9
Apple Inc - 037833AK6	152,470.50	Aa1	No	5/3/2019	5/3/2023	3.9
Boeing Co - 097023BQ7	148,707.00	A2	Yes	2/1/2019	6/15/2023	4.3
Visa Inc Callable Note Cont 92826CAC6	154,228.50	Aa3	Yes	12/13/2018	10/14/2022	3.8
Bank of America - 06051GHF9	129,907.50	A2	Yes	2/1/2019	6/15/2023	4.3
Total U.S. Corporate	3,096,259.23					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 9/30/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 9128283N8	249,970.00	Aaa	Yes	4/16/2018	12/31/2019	1.7
U.S. Treasury Note - 912828K58	249,267.50	Aaa	Yes	4/11/2018	4/30/2020	2.0
U.S. Treasury Note - 912828XE5	249,385.00	Aaa	Yes	4/13/2018	5/31/2020	2.1
U.S. Treasury Note - 912828VZ0	250,440.00	Aaa	Yes	4/11/2018	9/30/2020	2.4
U.S. Treasury Note - 912828N89	248,692.50	Aaa	Yes	4/10/2018	1/31/2021	2.8
U.S. Treasury Note - 912828V80	257,090.00	Aaa	Yes	4/12/2018	3/15/2021	2.9
U.S. Treasury Note - 912828S76	247,510.00	Aaa	Yes	5/9/2018	7/31/2021	3.2
U.S. Treasury Note - 912828G53	251,317.50	Aaa	Yes	5/9/2018	11/30/2021	3.5
U.S. Treasury Note - 912828XW5	251,095.00	Aaa	Yes	5/9/2018	6/30/2022	4.1
U.S. Treasury Note - 912828XL24	252,100.00	Aaa	No	5/9/2018	8/31/2022	4.3
U.S. Treasury Note - 912828M80	253,145.00	Aaa	Yes	5/9/2018	11/30/2022	4.5
U.S. Treasury Note - 912828X70	254,755.00	Aaa	No	9/6/2019	4/30/2024	4.3
Total U.S. Government	3,014,767.50					

September 2019 Bond Total per Treasurer's Report 12,703,049.18
 Total Per September 2019 Chandler Statement 12,703,049.18
 Variance -

West Valley Water District
Investment Policy Analysis
September 30, 2019

U.S. Bank - Chandler Asset Management		
Money Market	263,749.83	A
Commercial Paper	-	A
Federal Agency Obligations	6,072,938.15	A
U.S. Government	2,766,925.00	A
Corporate Bonds	3,103,638.12	A
Supranational	502,485.00	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	12,709,736.10	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	6,001,640.85	B
Chase-1368	289,183.60	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
Total Checking and Savings	6,339,460.95	

CalTRUST Short Term Fund	15,428,842.40	A
CalTRUST Medium Term Fund	10,550,213.86	A
LAIF	16,288,196.91	A
District Cash Drawers	4,300.00	C
2016A Bond - Principal & Payment Funds	286.49	B
2016A Bond - Interest Fund	230.77	B
Total September 30, 2019 District Funds	61,321,267.48	

The balances indicated above are as of September 30, 2019

Balances verified with monthly investment statements provided by client	A
Balances verified with monthly bank statements provided by client	B
Balances verified with monthly reconciliations provided by client	C

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 09/30/2019, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	6,072,938.15
U.S. Government	No Limit	2,766,925.00
LAIF	No Limit	16,288,196.91
CalTRUST	No Limit	25,979,056.26
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	3,103,638.12
Money Market	20%	263,749.83
Bank Deposits	No Limit	6,343,760.95
Supranational	30%	502,485.00
		61,320,750.22
Funds Excluded from Policy	2016A	517.26
Total September 30, 2019 District Funds		61,321,267.48

Asset Class	September 2019 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.0%	25%
Federal Agency Obligations	9.9%	30%
U.S. Government	4.5%	No Limit
LAIF	26.6%	No Limit
CalTRUST	42.4%	No Limit
Negotiable CD	0.0%	30%
Medium Term Notes (Corporate Bonds)	5.1%	30%
Money Market	0.43%	20%
Bank Deposits	10.3%	No Limit
Supranational	0.8%	30%

LEAL • TREJO
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A PROFESSIONAL CORPORATION

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August 7, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through June 2019 for
West Valley Water District – Qui Tam Litigation Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Qui Tam Litigation Inv. No. 17648 \$ 44,334.94

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC

H. Francisco Leal

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Enclosures

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September 11, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through July 2019 for
West Valley Water District – Expense Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Consultant Expense Inv. No. 17685 \$ 1,581.34

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC

H. Francisco Leal
H. Francisco Leal

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VENDOR# _____ PO# _____
GL CODE _____ Proj# _____
GL CODE _____ Proj# _____
APPROVAL *Clarence Mansell*

09-17-19

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September 11, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through July 2019 for
West Valley Water District – Qui Tam Litigation Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Qui Tam Litigation Inv. No. 17686 \$ 41,717.50

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC


H. Francisco Leal

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October 15, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through August 2019 for
West Valley Water District – Expense Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal ■ Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Consultant Expense Inv. No. 17717 \$ 15,000.00

Kindly make your check payable to Leal ■ Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL ■ TREJO APC

H. Francisco Leal

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October 15, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through August 2019 for
West Valley Water District – Qui Tam Litigation Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Qui Tam Litigation Inv. No. 17718 \$ 16,043.89

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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NOV 13 2019

L. Santoro

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November 13, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through September 2019 for
West Valley Water District – Expense Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Expense	Inv. No. 17764	\$ 942.00
----------------	-----------------------	------------------

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC


H. Francisco Leal

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November 13, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through September 2019 for
West Valley Water District – Qui Tam Litigation Legal matters.**

Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Qui Tam Litigation Inv. No. 17765 \$ 28,500.00

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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November 18, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through October 2019 for
West Valley Water District – Expense Legal matters.**

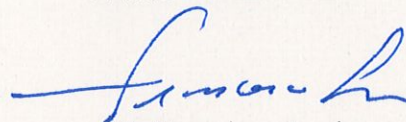
Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Expense	Inv. No. 17795	\$ 657.15
----------------	-----------------------	------------------

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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November 18, 2019

Clarence Mansell
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through October 2019 for
West Valley Water District – Qui Tam Litigation Legal matters.**

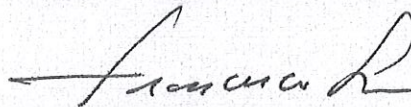
Dear Mr. Mansell:

Enclosed is the statements for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statements submitted to you for review and payment.

Qui Tam Litigation Inv. No. 17796 \$ 20,282.50

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CIP BUDGET AND CONTRACT AMENDMENTS TO IMPLEMENT A
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
UTILIZING MAXIMO SOFTWARE

DISCUSSION:

The District has purchased and implemented the Maximo software in accordance with GAAP and GASB accounting standards and the design of the Total Enterprise Asset Management (TEAM) Program developed for WVWD. The District has moved from the initial implementation phase to the development phase, gathering, formatting, detailing, the data sets required for modules and reports such as Asset Register, Warehouse and Inventory Control, Corrective Maintenance, Preventive Maintenance, Purchasing and Supply Chain, Condition Monitoring, Performance Measures, and Reports. Also, training the users with the added details in Maximo is underway. Maximo will become the cornerstone for the District's entire operations, including Engineering, Treatment Plant Operations, Production, Distribution, Warehouse and Inventory Control, Purchasing, and Finance. To achieve the benefits described in Exhibit A, the staff requests Board approval of a contract amendment with Raintek Enterprise Inc. to extend their services and CIP Budget amendment to fund the continuation of the implementation of Maximo and Asset Management Program. The project's implementation and startup is scheduled for completion by the end of this calendar year, December 31, 2020.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2019-20 CIP Budget from projects that will not proceed in this FY 2019-20. The cost of completing the development phase will not exceed \$260,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the amendment of the FY 2019-20 CIP Budget and the extension of Raintek Enterprise Inc. contract to continue the Implementation of Maximo and Asset Management Program.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

1. Exhibit A Raintek 12-2019 Contract
2. Exhibit B Raintek 12-2018 Contract
3. Exhibit C Asset Management
4. Exhibit C Asset Management

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Raintek Enterprises, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of December 2019 ("Effective Date") is by and between West Valley Water District ("District") and Raintek Enterprises Inc ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and

analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
- (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5** No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2** The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

16.3 Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

17.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Raintek Enterprises Inc
288 S. Craig Avenue
Pasadena, CA 91107

(Tel.) 714-610-2068

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

**Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377**

17.2 Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 **Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

Raintek Enterprises Inc

By _____

Name Rohan Nittianandan

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 5th day of December , 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Raintek Enterprises Inc ("Consultant").

RECITALS

- A. On or about December 5th , 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
- 2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
- 3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
- 4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1
SCOPE OF SERVICES

Execute the detailed schedule of CMMS implementation activities, Task Item #1 – 36, for MAXIMO software as shown in Attachment A, hereto.

Additional work beyond this scope has to be authorized by the General Manager.

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

Fees for Scope of Services shall not exceed \$260,000.

All work and rate schedules there for to be presented in advance and in writing per Task Item to the General Manager or his designee for approval.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

A detailed schedule of activities to be developed in consultation with General Manager.

Any time extensions for additional work authorized can only be approved by the General Manager.

EXHIBIT B**KEY PERSONNEL**

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Raj Sivalingam

EXHIBIT C
INSURANCE

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days’ prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.
- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant’s indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District

in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

Attachment A

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Start Asset Management and Maximo Implementation
Task Item 1 - Project Initiation and Planning
<ul style="list-style-type: none"> • Start-Up meeting and project kick-off • Confirm project goals and Client expectations • Establish project plan and project management meetings • Finish project initiation
Task Item 2 – Purchase Maximo
<ul style="list-style-type: none"> • Milestone - Start procurement of Maximo • Issue contract and purchase order for the purchase of Maximo including outside hosting and LI support • Milestone - Finish procurement of Maximo
Task Item 3 – Maximo Installation and Setup
<ul style="list-style-type: none"> • Milestone - Start Maximo installation and setup • Analyze hardware/software requirements • Prepare installation plan • Install Middleware • Install Maximo development/production out of the box systems • Install EZMaxMobile (maybe show this later in the task for Mobile application) • Verify environments already setup in DEV • Verify environments already setup in PROD • Milestone - Completion of Maximo installation and setup
Task Item 4 – Data Migration Strategy Workshop
<ul style="list-style-type: none"> • Milestone - Start data migration strategy workshop • Prepare data loading strategy for warehouse, and GIS data • Milestone - Completion of data migration strategy workshop
Task Item 5 – Gather O&M Manuals and Drawings in Readiness for Asset Data Gathering
<ul style="list-style-type: none"> • Milestone - Start gathering of manuals and drawings • Establish a library for Oliver P Roemer Plant • Establish a library for FBR Plant • Establish a library for Water Production • Establish a library for Water Distribution • Gather plans, and O&M manuals and place in respective libraries • Milestone - Completion of manuals and drawings gathering
Task Item 6 - Conduct Introduction Workshop on Total Enterprise Asset Management Program (TEAMP)
<ul style="list-style-type: none"> • Milestone – Start introduction workshop on TEAMP

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
<ul style="list-style-type: none"> • Introduction to Asset Management Best Business Practices
<ul style="list-style-type: none"> • Milestone – Finish introduction to TEAMP workshop
Task Item 7 - Develop Maximo High Level Business Requirements
<ul style="list-style-type: none"> • Milestone – Start develop Maximo high level business requirements
<ul style="list-style-type: none"> • Conduct planning sessions to develop summary big picture high level Maximo user requirements
<ul style="list-style-type: none"> • Milestone – Finish develop Maximo high level business requirements
Task Item 8 – Conduct Maximo Out-of-the-Box Workshops
<ul style="list-style-type: none"> • Milestone – Start Maximo out-of-the-box training (4 days)
<ul style="list-style-type: none"> • Conduct these workshops over a 4 day period for a group of 20 staff members
<ul style="list-style-type: none"> • Milestone – Finish Maximo out-of-the-box training (4 days)
Task Item 9 – Organizational Re-Alignment for the Implementation of the Asset Management Program
<ul style="list-style-type: none"> • Milestone – Start organizational re-alignment
<ul style="list-style-type: none"> • Establish an asset management program governance structure
<ul style="list-style-type: none"> • Establish an asset management group
<ul style="list-style-type: none"> • Recruit 3 Planner/Schedulers
<ul style="list-style-type: none"> • Milestone – Finish organizational re-alignment
Task Item 10 - Design, Development, and Implementation of TEAMP
<ul style="list-style-type: none"> • Milestone – Start design, development, and implementation of TEAMP
<ul style="list-style-type: none"> • Conduct Workshop and Project Team Sessions on TEAMP
<ul style="list-style-type: none"> • Design, and Develop the Asset Register
<ul style="list-style-type: none"> • Design, and Develop the Asset Register Standards
<ul style="list-style-type: none"> • Design, and Develop the asset attribute templates for collecting asset specification details
<ul style="list-style-type: none"> • Develop the procedures to handle rotating assets
<ul style="list-style-type: none"> • Develop procedures for the handover of new capital assets data from Contractors during the construction phase
<ul style="list-style-type: none"> • Design, and Develop Work Management Strategies
<ul style="list-style-type: none"> • Design, and Develop Corrective Maintenance Practices
<ul style="list-style-type: none"> • Design, and Develop Planning and Scheduling Practices
<ul style="list-style-type: none"> • Design, and Develop Work Flow
<ul style="list-style-type: none"> • Design, and Develop RCM Methodology for Failure Hierarchy Development
<ul style="list-style-type: none"> • Design, and Develop RCM Methodology for PM Production

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
<ul style="list-style-type: none"> • Design, and Develop PM and PdM Practices
<ul style="list-style-type: none"> • Design, and Develop Job Plans
<ul style="list-style-type: none"> • Design, and Develop Time Card Practices
<ul style="list-style-type: none"> • Design, and Develop Warehouse and Inventory Control Practices
<ul style="list-style-type: none"> • Design, and Develop the Purchasing Management Practices
<ul style="list-style-type: none"> • Design, and Develop Performance Measures
<ul style="list-style-type: none"> • Design, and Develop Reports and Reporting Protocol
<ul style="list-style-type: none"> • Milestone – WVWD on-going reviews and approvals of the TEAMP and Maximo Requirements
<ul style="list-style-type: none"> • Milestone - Submit to MBL the TEAMMP and Maximo Requirements
<ul style="list-style-type: none"> • Milestone - Presentation and Completion of Task Item 2
<p>Task Item 11 - Development of Maximo User Requirements</p>
<p>Milestone - Start development of Maximo user requirements</p>
<p>Develop Maximo User Requirements</p>
<p>Develop Maximo Requirements - prepare modifications report for reconfiguration and integration of Maximo</p>
<p>Milestone - Submit to WVWD the Maximo User Requirements</p>
<p>Milestone - Completion of Maximo User Requirements</p>
<p>Task Item 12 – Maximo Application Design Core</p>
<ul style="list-style-type: none"> • Milestone - Start Maximo application design core
<ul style="list-style-type: none"> • Create technical design document from Maximo requirements
<ul style="list-style-type: none"> • Milestone – Completion of Maximo Design Core
<p>Task Item 13 – System Configuration and Development</p>
<ul style="list-style-type: none"> • Milestone – System configuration and development
<ul style="list-style-type: none"> • Configure Maximo 7.6 in DEV Environment
<ul style="list-style-type: none"> • Maximo initial Org/Site configuration in Dev
<ul style="list-style-type: none"> • Maximo GL accounts and fiscal year setup
<ul style="list-style-type: none"> • Security setup and user administration module
<ul style="list-style-type: none"> • Maximo screen configuration updates in Dev
<ul style="list-style-type: none"> • Maximo workflows development
<ul style="list-style-type: none"> • Configure assets
<ul style="list-style-type: none"> • Configure work order tracking
<ul style="list-style-type: none"> • Configure Safety
<ul style="list-style-type: none"> • Configure maintenance planning and scheduling
<ul style="list-style-type: none"> • Configure shifts
<ul style="list-style-type: none"> • Configure service requests

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
• Configure purchase management
• Configure material inventory
• Maximo Dashboard development
▪ Maximo other configuration changes (eg: database configuration, actions, conditions, escalations, communication templates)
• Configure Maximo 7.6 in PROD Environment
• Milestone – complete Maximo configuration and development
Task Item 14 – Asset Data Gathering and Asset Register Compilation
• Milestone – Asset data gathering and asset register compilation
• Develop data gathering templates
• Develop database design for assets
• Present data gathering templates
• Conduct data gathering – review plan drawings
• Conduct data gathering – review OEM Manuals
• Conduct data gathering – field validations at all sites
• Workshop and create Asset Hierarchy and Asset Register for all cost centers
• Milestone – WVWD on-going reviews of the asset hierarchy
• Workshop asset criticality and assign criticality to each asset
• Consolidation of Asset Register
• On-going audit, review, verify, data cleansing, and finalization of register
• Milestone – Submit to WVWD the first consolidation of asset register
• WVWD review and approval of first consolidation of asset register
• Milestone - Final Consolidation of asset register
• Milestone – Submit to WVWD the complete asset register
• WVWD review and approval of final asset register
• On-going Audit, review, verify, data cleansing, and finalization of all data
• Design asset tags and their standards
• Affix asset tags in the field
• Milestone - Completion of Asset Data Gathering and Asset Register Compilation
Task Item 15 – Asset Data Capture During Construction Phase
• Milestone – Start Asset Data capture during construction phase
• Prepare procedure for asset data capture during construction phase
• Prepare construction specification section to be included in the general equipment submittal section
• Submit to WVWD for their approval
• WVWD reviews for their approval
• Milestone – Complete asset data capture during construction phase
Task Item 16 – Work Flow Configuration
• Milestone - Start Work Flow Configuration
• Detailed work flow business process mapping for all work types

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
including interfaces with Tyler
• Milestone – Submit to WVWD the workflow mapping
• Milestone - WVWD on-going reviews of the work flow being developed
• Configure Work Flow in Maximo in DEV
• Test Work Flow in Maximo in DEV
• Configure Work Flow in Maximo in PROD
• Work Flow finalized in Maximo
• Milestone - Completion of Workflow Configuration
Task Item 16 – Warehouse Operations and Database Improvements
• Milestone – Start warehouse database improvements
• Design a new warehouse space
• Improve warehouse database standards
• Relocate parts from different spaces into the warehouse
• Investigate a suitable satellite warehouse space for the Roemer Plant
• Consolidate the warehouse inventory
• Cleanup parts descriptions
• Set min, max, EOQ, and ROP levels
• Set ABC levels
• Setup cycle counts
• Develop parts to assets cross reference
• Develop guidelines for receiving, issuing, and returns procedures
• Milestone – Complete warehouse operations and database improvements
Task Item 17 – Corrective Maintenance Working Practices
• Milestone – Start corrective maintenance working practices
• Setup work types
• Setup work priorities
• Setup work statuses
• Setup work closing time lag
• Setup time card rules
• Setup work completion screens
• Implement planning and scheduling mode of operations
• Implement material planning
• Implement labor planning
• Implement outside services planning and their work completions
• Implement tools usage as part of planning
• Implement any rental usage as part of planning
• Implement emergency work order rules
• Implement work completion requirements
• Milestone – Complete corrective maintenance working practices

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Task Item 17 – Develop RCM
<ul style="list-style-type: none"> • Milestone - Start RCM process • Develop RCM for all assets based on criticality • Based on RCM identify RTF assets • Based on RCM identify failure hierarchy for all assets • Based on RCM identify assets that need PM's • Milestone – Complete RCM process
Task Item 18 – Job Plan Development
<ul style="list-style-type: none"> • Milestone - Start job plan development • Develop job plan creation templates • Create job plans for all assets types • Milestone – Complete job plan development
Task Item 19 – Development of PM Program
<ul style="list-style-type: none"> • Milestone - Start Development of PM program • Setup PM generation trigger • Develop PM's for assets using job plans • Develop PdM's for assets using job plans • Setup PM frequency setting according to job plan • Milestone – Complete development of PM program
Task Item 20 – Develop Purchasing Management
<ul style="list-style-type: none"> • Milestone - Start purchasing management • Develop purchase request procedures • Develop purchase order procedures • Develop release procedures • Develop purchase procedures using cards • Develop receiving against purchase orders • Develop invoice reconciliation procedures • Milestone – Complete development of Purchasing management
Task Item 21 – Data Loading and Data Migration
<ul style="list-style-type: none"> • Milestone - Start Data Loading and Data Migration • Migrate data from warehouse data • Migrate data from GIS database • Verify data migrated correctly into configured space • Conduct QA/QC on new data gathered • Prepare data loading scripts • Setup security and user privileges • Upload new data gathered • Verify data loaded correctly into configured space • Conduct QA/QC on data loaded onto Maximo • Milestone – Completion of data loading and data migration
Task Item 22 – Mobile Application Implementation
<ul style="list-style-type: none"> • Milestone - Start Maximo mobile application procurement and

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
implementation
<ul style="list-style-type: none"> • Procure EZ MaxMobile
<ul style="list-style-type: none"> • Configure EZ MaxMobile to Maximo requirements
<ul style="list-style-type: none"> • Configure it to perform work management
<ul style="list-style-type: none"> • Configure it to perform issues, returns, and receipts
<ul style="list-style-type: none"> • Configure it to perform inventory and reconciliation
<ul style="list-style-type: none"> • Train WVWD on EZ MAXMobile application
<ul style="list-style-type: none"> • Test EZ MaxMobile application
<ul style="list-style-type: none"> • Milestone – Completion of mobile application implementation
Task Item 23 – Development of Performance Measures
<ul style="list-style-type: none"> • Milestone – Start development of performance measures
<ul style="list-style-type: none"> • Identify what measures are to be monitored
<ul style="list-style-type: none"> • Create the performance measurement rationale for each
<ul style="list-style-type: none"> • Identify KPI's
<ul style="list-style-type: none"> • Educate WVWD on the benefits achieved from such performance measures and KPI's
<ul style="list-style-type: none"> • Milestone – Completion of the development of performance measures
Task Item 24 – Maximo BIRT Report Development
<ul style="list-style-type: none"> • Start Maximo BIRT report development
<ul style="list-style-type: none"> • Identify and setup Maximo out-of-the-box reports
<ul style="list-style-type: none"> • Create BIRT reports
<ul style="list-style-type: none"> • Train WVWD on the use of these reports
<ul style="list-style-type: none"> • WVWD approval of reports
<ul style="list-style-type: none"> • Milestone – Completion of BIRT Reports Development
Task Item 25 – Development of Dashboard
Milestone - Start development of dashboard
Configure dashboard according to user preferences
Milestone – Completion dashboard Development
Task Item 26 – Maximo Test Script Development
<ul style="list-style-type: none"> • Milestone - Start test script development
<ul style="list-style-type: none"> • Create test scripts to test all functionality as prescribed by Task Item 2
<ul style="list-style-type: none"> • Milestone – Completion of test script development
Task Item 27 – Training Plan Development
<ul style="list-style-type: none"> • Milestone - Start training plan development
<ul style="list-style-type: none"> • Develop training plan for the different users in WVWD
<ul style="list-style-type: none"> • Milestone – Completion of Training plan development
Task Item 28 – Maximo Train the Trainer Training

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
<ul style="list-style-type: none"> • Milestone - Start Maximo train the trainer training
<ul style="list-style-type: none"> • Provide classroom training for a week
<ul style="list-style-type: none"> • Milestone – Completion of Maximo train the trainer training
Task Item 29 – Maximo System Administrator Training
<ul style="list-style-type: none"> • Milestone - Start Maximo system administrator training
<ul style="list-style-type: none"> • Provide OJT training
<ul style="list-style-type: none"> • Milestone – Completion of Maximo system administrator training
Task Item 30 – Maximo End User Classroom Training
<ul style="list-style-type: none"> • Milestone - Start Maximo end user classroom training
<ul style="list-style-type: none"> • Provide classes for end users
<ul style="list-style-type: none"> • Milestone – Completion of end user classroom training
Task Item 31 – System Integration Testing (SIT) and Bug fixing
<ul style="list-style-type: none"> • Milestone – Start system integration testing (SIT) and bug fixing
<ul style="list-style-type: none"> • Testing individual components and all the components according to TEAMP
<ul style="list-style-type: none"> • Testing all the interfaces including mobile application, data migration, data loads, reports, and environments
<ul style="list-style-type: none"> • Present reports to WVWD
<ul style="list-style-type: none"> • WVWD to vet the reports
<ul style="list-style-type: none"> • Milestone – Completion of system integrator testing and bug fixes
Task Item 32 – User Acceptance & Systems Testing Support
<ul style="list-style-type: none"> • Milestone - Start user acceptance & systems testing support
<ul style="list-style-type: none"> • WVWD conduct UAT and systems testing
<ul style="list-style-type: none"> • Resolve any issues
<ul style="list-style-type: none"> • Verify Maximo configured to requirements standards
<ul style="list-style-type: none"> • Final acceptance by WVWD
<ul style="list-style-type: none"> • Milestone – Completion of user acceptance and systems testing
Task Item 33 – “Go-Live” Support
<ul style="list-style-type: none"> • Milestone - Start “Go-Live” Support
<ul style="list-style-type: none"> • Pre-Upgrade activities for Prod
<ul style="list-style-type: none"> • Configure Maximo 7.6 screens in Prod environment
<ul style="list-style-type: none"> • Preparation of upgraded site and Go-Live
<ul style="list-style-type: none"> • Maximo “Pre Go-Live” implementation support
<ul style="list-style-type: none"> • Provide training, and resolve issues during “Pre Go-Live” implementation
<ul style="list-style-type: none"> • Maximo “Post Go-Live” implementation support
<ul style="list-style-type: none"> • Provide training, and resolve issues during “Post Go-Live” implementation
<ul style="list-style-type: none"> • Milestone final acceptance of Maximo
<ul style="list-style-type: none"> • Milestone – Completion of “go-live” support

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Task Item 34 – Systems Integration
• Milestone - Start systems integration
• Discussion with WVWD on integration desires by WVWD
• Recommendations on appropriate integration links
• Discussions with Tyler Consultant on integration nodes
• Develop integration document between Maximo and Tyler
• Develop integration document between Maximo and GIS
• Estimate time required for discovery to develop and perform integration
• Test integration between Maximo and Tyler in Dev Mode
• Test integration between Maximo and GIS in Dev Mode
• Migrate integration to PROD and “Go-Live” fully integrated
• Perform any issues and bug fixes.
• Milestone – completion of systems integration
Task Item35 – On-Going Project Management
• Milestone - Start of project
• Create project schedule
• Attend project meetings
• Prepare progress report
• Milestone – completion of project and task 9
Task Item36 – Project Closeout
• Delivery of finalized documents, and data
• Milestone – Final Acceptance by WVWD
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Exhibit B



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Raintek Enterprises Inc

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 4th day of December, 2018 ("Effective Date") is by and between West Valley Water District ("District") and Raintek Enterprises Inc ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

The term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1** Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2** If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3** District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
- (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2** If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5** No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1** Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2** The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1** All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2** Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall immediately notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with

the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding

services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

16.3 Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

17.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr
Interim General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Raintek Enterprises Inc
288 S. Craig Avenue
Pasadena, CA 91107
usa@rainteksol.com

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant. .
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the Board of Directors of the District, or General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.

- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
a public agency of the State of California

By Clarence C Mansell, Jr.
Clarence C. Mansell, Jr., Interim General Manager

By Crystal L. Escajera
Crystal L. Escajera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By Robert Tafoya

CONSULTANT:

Raintek Enterprises Inc

By Rohan Nittianandan

Name Rohan Nittianandan

Its President

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 4th day of December , 2018 by and between West Valley Water District, a public agency of the State of California ("District") and Raintek Enterprises Inc ("Consultant").

RECITALS

- A. On or about 4th of December , 2018 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr.
Clarence C. Mansell Jr., Interim General
Manager

Crystal L. Escalera
Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc _____

By Rohan Nittianandan _____

Name Rohan Nittianandan _____

Its President _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

1. Conduct Total Enterprise Asset Management 1 – day Workshop for District staff
2. Collect site plan drawings for all facilities, OEM manuals, and organize them for asset register development
3. Develop Maximo user requirements

Additional work beyond this scope has to be authorized by the General Manager.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Fees for Scope of Services 1 thru 3 shall not exceed \$25,000.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Services to be completed in 3 months from NTP.

A detailed schedule of activities to be developed in consultation with General Manager.

Any time extensions for additional work authorized can only be approved by the General Manager.

EXHIBIT B
KEY PERSONNEL

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Raj Sivalingam

EXHIBIT C
INSURANCE

INSURANCE

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

- B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims made" basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.
- D. **Professional Liability Insurance.** This coverage must be on an "occurrence" basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.
- E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District's right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

TASK ORDER NO. 2

This Task Order ("Task Order") is executed this 7th day of March, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Raintek Enterprises Inc ("Consultant").

RECITALS

- A. On or about 4th of December, 2018 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., Interim General
Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc

By _____

Name Rohan Nittianandan

Its President

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

Execute the detailed schedule of CMMS implementation activities, Task Item #1 – 36, for MAXIMO software as shown in Attachment A, hereto.

Additional work beyond this scope has to be authorized by the General Manager.

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

Fees for Scope of Services shall not exceed \$275,000.

All work and rate schedules there for to be presented in advance and in writing per Task Item to the General Manager or his designee for approval.

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

A detailed schedule of activities to be developed in consultation with General Manager.

Any time extensions for additional work authorized can only be approved by the General Manager.

EXHIBIT B**KEY PERSONNEL**

2. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

Raj Sivalingam

Attachment A

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Start Asset Management and Maximo Implementation
Task Item 1 - Project Initiation and Planning
<ul style="list-style-type: none"> • Start-Up meeting and project kick-off • Confirm project goals and Client expectations • Establish project plan and project management meetings • Finish project initiation
Task Item 2 – Purchase Maximo
<ul style="list-style-type: none"> • Milestone - Start procurement of Maximo • Issue contract and purchase order for the purchase of Maximo including outside hosting and L1 support • Milestone - Finish procurement of Maximo
Task Item 3 – Maximo Installation and Setup
<ul style="list-style-type: none"> • Milestone - Start Maximo installation and setup • Analyze hardware/software requirements • Prepare installation plan • Install Middleware • Install Maximo development/production out of the box systems • Install EZMaxMobile (maybe show this later in the task for Mobile application) • Verify environments already setup in DEV • Verify environments already setup in PROD • Milestone - Completion of Maximo installation and setup
Task Item 4 – Data Migration Strategy Workshop
<ul style="list-style-type: none"> • Milestone - Start data migration strategy workshop • Prepare data loading strategy for warehouse, and GIS data • Milestone - Completion of data migration strategy workshop
Task Item 5 – Gather O&M Manuals and Drawings in Readiness for Asset Data Gathering
<ul style="list-style-type: none"> • Milestone - Start gathering of manuals and drawings • Establish a library for Oliver P Roemer Plant • Establish a library for FBR Plant • Establish a library for Water Production • Establish a library for Water Distribution • Gather plans, and O&M manuals and place in respective libraries • Milestone - Completion of manuals and drawings gathering
Task Item 6 - Conduct Introduction Workshop on Total Enterprise Asset Management Program (TEAMP)
<ul style="list-style-type: none"> • Milestone – Start introduction workshop on TEAMP

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
<ul style="list-style-type: none"> • Introduction to Asset Management Best Business Practices
<ul style="list-style-type: none"> • Milestone – Finish introduction to TEAMP workshop
Task Item 7 - Develop Maximo High Level Business Requirements
<ul style="list-style-type: none"> • Milestone – Start develop Maximo high level business requirements
<ul style="list-style-type: none"> • Conduct planning sessions to develop summary big picture high level Maximo user requirements
<ul style="list-style-type: none"> • Milestone – Finish develop Maximo high level business requirements
Task Item 8 – Conduct Maximo Out-of-the-Box Workshops
<ul style="list-style-type: none"> • Milestone – Start Maximo out-of-the-box training (4 days)
<ul style="list-style-type: none"> • Conduct these workshops over a 4 day period for a group of 20 staff members
<ul style="list-style-type: none"> • Milestone – Finish Maximo out-of-the-box training (4 days)
Task Item 9 – Organizational Re-Alignment for the Implementation of the Asset Management Program
<ul style="list-style-type: none"> • Milestone – Start organizational re-alignment
<ul style="list-style-type: none"> • Establish an asset management program governance structure
<ul style="list-style-type: none"> • Establish an asset management group
<ul style="list-style-type: none"> • Recruit 3 Planner/Schedulers
<ul style="list-style-type: none"> • Milestone – Finish organizational re-alignment
Task Item 10 - Design, Development, and Implementation of TEAMP
<ul style="list-style-type: none"> • Milestone – Start design, development, and implementation of TEAMP
<ul style="list-style-type: none"> • Conduct Workshop and Project Team Sessions on TEAMP
<ul style="list-style-type: none"> • Design, and Develop the Asset Register
<ul style="list-style-type: none"> • Design, and Develop the Asset Register Standards
<ul style="list-style-type: none"> • Design, and Develop the asset attribute templates for collecting asset specification details
<ul style="list-style-type: none"> • Develop the procedures to handle rotating assets
<ul style="list-style-type: none"> • Develop procedures for the handover of new capital assets data from Contractors during the construction phase
<ul style="list-style-type: none"> • Design, and Develop Work Management Strategies
<ul style="list-style-type: none"> • Design, and Develop Corrective Maintenance Practices
<ul style="list-style-type: none"> • Design, and Develop Planning and Scheduling Practices
<ul style="list-style-type: none"> • Design, and Develop Work Flow
<ul style="list-style-type: none"> • Design, and Develop RCM Methodology for Failure Hierarchy Development
<ul style="list-style-type: none"> • Design, and Develop RCM Methodology for PM Production

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
• Design, and Develop PM and PdM Practices
• Design, and Develop Job Plans
• Design, and Develop Time Card Practices
• Design, and Develop Warehouse and Inventory Control Practices
• Design, and Develop the Purchasing Management Practices
• Design, and Develop Performance Measures
• Design, and Develop Reports and Reporting Protocol
• Milestone – WVWD on-going reviews and approvals of the TEAMP and Maximo Requirements
• Milestone - Submit to MBL the TEAMMP and Maximo Requirements
• Milestone - Presentation and Completion of Task Item 2
Task Item 11 - Development of Maximo User Requirements
Milestone - Start development of Maximo user requirements
Develop Maximo User Requirements
Develop Maximo Requirements - prepare modifications report for reconfiguration and integration of Maximo
Milestone - Submit to WVWD the Maximo User Requirements
Milestone - Completion of Maximo User Requirements
Task Item 12 – Maximo Application Design Core
• Milestone - Start Maximo application design core
• Create technical design document from Maximo requirements
• Milestone – Completion of Maximo Design Core
Task Item 13 – System Configuration and Development
• Milestone – System configuration and development
• Configure Maximo 7.6 in DEV Environment
• Maximo initial Org/Site configuration in Dev
• Maximo GL accounts and fiscal year setup
• Security setup and user administration module
• Maximo screen configuration updates in Dev
• Maximo workflows development
• Configure assets
• Configure work order tracking
• Configure Safety
• Configure maintenance planning and scheduling
• Configure shifts
• Configure service requests

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
• Configure purchase management
• Configure material inventory
• Maximo Dashboard development
• Maximo other configuration changes (eg: database configuration, actions, conditions, escalations, communication templates)
• Configure Maximo 7.6 in PROD Environment
• Milestone – complete Maximo configuration and development
Task Item 14 – Asset Data Gathering and Asset Register Compilation
• Milestone – Asset data gathering and asset register compilation
• Develop data gathering templates
• Develop database design for assets
• Present data gathering templates
• Conduct data gathering – review plan drawings
• Conduct data gathering – review OEM Manuals
• Conduct data gathering – field validations at all sites
• Workshop and create Asset Hierarchy and Asset Register for all cost centers
• Milestone – WVWD on-going reviews of the asset hierarchy
• Workshop asset criticality and assign criticality to each asset
• Consolidation of Asset Register
• On-going audit, review, verify, data cleansing, and finalization of register
• Milestone – Submit to WVWD the first consolidation of asset register
• WVWD review and approval of first consolidation of asset register
• Milestone - Final Consolidation of asset register
• Milestone – Submit to WVWD the complete asset register
• WVWD review and approval of final asset register
• On-going Audit, review, verify, data cleansing, and finalization of all data
• Design asset tags and their standards
• Affix asset tags in the field
• Milestone - Completion of Asset Data Gathering and Asset Register Compilation
Task Item 15 – Asset Data Capture During Construction Phase
• Milestone – Start Asset Data capture during construction phase
• Prepare procedure for asset data capture during construction phase
• Prepare construction specification section to be included in the general equipment submittal section
• Submit to WVWD for their approval
• WVWD reviews for their approval
• Milestone – Complete asset data capture during construction phase
Task Item 16 – Work Flow Configuration
• Milestone - Start Work Flow Configuration
• Detailed work flow business process mapping for all work types

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
including interfaces with Tyler
• Milestone – Submit to WVWD the workflow mapping
• Milestone - WVWD on-going reviews of the work flow being developed
• Configure Work Flow in Maximo in DEV
• Test Work Flow in Maximo in DEV
• Configure Work Flow in Maximo in PROD
• Work Flow finalized in Maximo
• Milestone - Completion of Workflow Configuration
Task Item 16 – Warehouse Operations and Database Improvements
• Milestone – Start warehouse database improvements
• Design a new warehouse space
• Improve warehouse database standards
• Relocate parts from different spaces into the warehouse
• Investigate a suitable satellite warehouse space for the Roemer Plant
• Consolidate the warehouse inventory
• Cleanup parts descriptions
• Set min, max, EOQ, and ROP levels
• Set ABC levels
• Setup cycle counts
• Develop parts to assets cross reference
• Develop guidelines for receiving, issuing, and returns procedures
• Milestone – Complete warehouse operations and database improvements
Task Item 17 – Corrective Maintenance Working Practices
• Milestone – Start corrective maintenance working practices
• Setup work types
• Setup work priorities
• Setup work statuses
• Setup work closing time lag
• Setup time card rules
• Setup work completion screens
• Implement planning and scheduling mode of operations
• Implement material planning
• Implement labor planning
• Implement outside services planning and their work completions
• Implement tools usage as part of planning
• Implement any rental usage as part of planning
• Implement emergency work order rules
• Implement work completion requirements
• Milestone – Complete corrective maintenance working practices

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Task Item 17 – Develop RCM
<ul style="list-style-type: none"> • Milestone - Start RCM process • Develop RCM for all assets based on criticality • Based on RCM identify RTF assets • Based on RCM identify failure hierarchy for all assets • Based on RCM identify assets that need PM's • Milestone – Complete RCM process
Task Item 18 – Job Plan Development
<ul style="list-style-type: none"> • Milestone - Start job plan development • Develop job plan creation templates • Create job plans for all assets types • Milestone – Complete job plan development
Task Item 19 – Development of PM Program
<ul style="list-style-type: none"> • Milestone - Start Development of PM program • Setup PM generation trigger • Develop PM's for assets using job plans • Develop PdM's for assets using job plans • Setup PM frequency setting according to job plan • Milestone – Complete development of PM program
Task Item 20 – Develop Purchasing Management
<ul style="list-style-type: none"> • Milestone - Start purchasing management • Develop purchase request procedures • Develop purchase order procedures • Develop release procedures • Develop purchase procedures using cards • Develop receiving against purchase orders • Develop invoice reconciliation procedures • Milestone – Complete development of Purchasing management
Task Item 21 – Data Loading and Data Migration
<ul style="list-style-type: none"> • Milestone - Start Data Loading and Data Migration • Migrate data from warehouse data • Migrate data from GIS database • Verify data migrated correctly into configured space • Conduct QA/QC on new data gathered • Prepare data loading scripts • Setup security and user privileges • Upload new data gathered • Verify data loaded correctly into configured space • Conduct QA/QC on data loaded onto Maximo • Milestone – Completion of data loading and data migration
Task Item 22 – Mobile Application Implementation
<ul style="list-style-type: none"> • Milestone - Start Maximo mobile application procurement and

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
implementation
<ul style="list-style-type: none"> • Procure EZ MaxMobile • Configure EZ MaxMobile to Maximo requirements • Configure it to perform work management • Configure it to perform issues, returns, and receipts • Configure it to perform inventory and reconciliation • Train WVWD on EZ MAXMobile application • Test EZ MaxMobile application • Milestone – Completion of mobile application implementation
Task Item 23 – Development of Performance Measures
<ul style="list-style-type: none"> • Milestone – Start development of performance measures • Identify what measures are to be monitored • Create the performance measurement rationale for each • Identify KPI's • Educate WVWD on the benefits achieved from such performance measures and KPI's • Milestone – Completion of the development of performance measures
Task Item 24 – Maximo BIRT Report Development
<ul style="list-style-type: none"> • Start Maximo BIRT report development • Identify and setup Maximo out-of-the-box reports • Create BIRT reports • Train WVWD on the use of these reports • WVWD approval of reports • Milestone – Completion of BIRT Reports Development
Task Item 25 – Development of Dashboard
Milestone - Start development of dashboard
Configure dashboard according to user preferences
Milestone – Completion dashboard Development
Task Item 26 – Maximo Test Script Development
<ul style="list-style-type: none"> • Milestone - Start test script development • Create test scripts to test all functionality as prescribed by Task Item 2 • Milestone – Completion of test script development
Task Item 27 – Training Plan Development
<ul style="list-style-type: none"> • Milestone - Start training plan development • Develop training plan for the different users in WVWD • Milestone – Completion of Training plan development
Task Item 28 – Maximo Train the Trainer Training

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
<ul style="list-style-type: none"> • Milestone - Start Maximo train the trainer training
<ul style="list-style-type: none"> • Provide classroom training for a week
<ul style="list-style-type: none"> • Milestone – Completion of Maximo train the trainer training
Task Item 29 – Maximo System Administrator Training
<ul style="list-style-type: none"> • Milestone - Start Maximo system administrator training
<ul style="list-style-type: none"> • Provide OJT training
<ul style="list-style-type: none"> • Milestone – Completion of Maximo system administrator training
Task Item 30 – Maximo End User Classroom Training
<ul style="list-style-type: none"> • Milestone - Start Maximo end user classroom training
<ul style="list-style-type: none"> • Provide classes for end users
<ul style="list-style-type: none"> • Milestone – Completion of end user classroom training
Task Item 31 – System Integration Testing (SIT) and Bug fixing
<ul style="list-style-type: none"> • Milestone – Start system integration testing (SIT) and bug fixing
<ul style="list-style-type: none"> • Testing individual components and all the components according to TEAMP
<ul style="list-style-type: none"> • Testing all the interfaces including mobile application, data migration, data loads, reports, and environments
<ul style="list-style-type: none"> • Present reports to WVWD
<ul style="list-style-type: none"> • WVWD to vet the reports
<ul style="list-style-type: none"> • Milestone – Completion of system integrator testing and bug fixes
Task Item 32 – User Acceptance & Systems Testing Support
<ul style="list-style-type: none"> • Milestone - Start user acceptance & systems testing support
<ul style="list-style-type: none"> • WVWD conduct UAT and systems testing
<ul style="list-style-type: none"> • Resolve any issues
<ul style="list-style-type: none"> • Verify Maximo configured to requirements standards
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<ul style="list-style-type: none"> • Milestone - Start “Go-Live” Support
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<ul style="list-style-type: none"> • Provide training, and resolve issues during “Pre Go-Live” implementation
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<ul style="list-style-type: none"> • Milestone final acceptance of Maximo
<ul style="list-style-type: none"> • Milestone – Completion of “go-live” support

Schedule of Activities for Implementing MAXIMO CMMS at West Valley Water District

ACTIVITY
Task Item 34 – Systems Integration
• Milestone - Start systems integration
• Discussion with WVWD on integration desires by WVWD
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• Develop integration document between Maximo and Tyler
• Develop integration document between Maximo and GIS
• Estimate time required for discovery to develop and perform integration
• Test integration between Maximo and Tyler in Dev Mode
• Test integration between Maximo and GIS in Dev Mode
• Migrate integration to PROD and “Go-Live” fully integrated
• Perform any issues and bug fixes.
• Milestone – completion of systems integration
Task Item35 – On-Going Project Management
• Milestone - Start of project
• Create project schedule
• Attend project meetings
• Prepare progress report
• Milestone – completion of project and task 9
Task Item36 – Project Closeout
• Delivery of finalized documents, and data
• Milestone – Final Acceptance by WVWD
•
•
•

Exhibit C

THE PROPOSAL FOR THE ASSET MANAGEMENT PROGRAM

The application of the Total Enterprise Asset Management (TEAM) Program by Raintek has been used by numerous California local governments to facilitate the implementation of water and wastewater industry reforms and transitions to improve cost efficiency and business focused operations. This provides a documented and auditable framework for service delivery and builds the entire business enterprise around the physical entities upon which operations and maintenance is conducted.

The TEAM Program will:

- ◆ describes major management challenges and strategies to be used in terms of asset operating practices, resource skills, and knowledgebase elevation;
- ◆ presents a comprehensive picture for the departmental groups in executing their roles and responsibilities in accordance with best practices
- ◆ presents a streamlined data and transactions for simplified and informed decision making;
- ◆ presents planning and operation strategies for improving service delivery; and
- ◆ sets out performance measures for monitoring the cost-effectiveness of the services.

The outcomes and benefits of this approach to service planning and delivery include:

- ◆ possession of a systematic blueprint for future planning and management;
- ◆ shared knowledge of relevant issues and agreed, integrated strategies to address technical, managerial and financial issues;
- ◆ agreed strategies for managing potential risks and liabilities, such as ageing infrastructure and its financial and service level impacts;
- ◆ a logical and defensible basis for making planning and management decisions; and
- ◆ a core tool for sustained and improved service delivery.

Benefits of Asset Management

The following benefits can be expected to occur over time, compared with the situation where no asset management is undertaken:

For the organization:

- ◆ return on investment;
- ◆ existing service levels will be improved; and
- ◆ customers are not subject to excessive cost increases due to inappropriate or unplanned infrastructure investment decisions (on new or replacement works)
- ◆ vastly improved knowledgebase and knowledge of the assets owned, operated, and maintained;
- ◆ Asset based and activity based costing;
- ◆ the provision of competitive services that provide a return on investment in both short and long terms;
- ◆ sustainable service levels;
- ◆ improved understanding of service level options and requirements;

- ◆ improved productivity by accomplishing more work on a timely basis;
- ◆ increased efficiency where the output and outcomes are measured against work load;
- ◆ improved effectiveness by measuring performance;
- ◆ minimum lifecycle costs for an agreed service standard;
- ◆ complete tracking of assets from start to disposal;
- ◆ better understanding of infrastructure demand, capacity and utilisation;
- ◆ better management of asset failure risks;
- ◆ more cost-effective infrastructure investment; and
- ◆ improved customer satisfaction and a positive organisation image.

Some of the Key Performance Indicators and Performance Measures based on best business industry standards are:

- ◆ Work Order Priority Ratio - Ratio of Emergencies to Urgent to Normal work load
- ◆ Ratio of Preventive to Correctives work
- ◆ Backlog
- ◆ Corrective WO initiated versus Completed
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- ◆ Warehouse stockouts kept to below 1%
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- ◆ Warehouse Excess Inventory
- ◆ Warehouse Dormant Stock
- ◆ Maintenance Cost

Start Asset Management and Maximo Implementation**Task Item 1 – Project Initiation and Planning**

- Start-Up meeting and project kick-off
- Confirm project goals and Client expectations
- Establish project plan and project management meetings
- Finish project initiation

Task Item 2 – Purchase Maximo

- Milestone - Start procurement of Maximo
- Issue contract and purchase order for the purchase of Maximo including outside hosting and L1 support
- Milestone - Finish procurement of Maximo

Task Item 3 – Maximo Installation and Setup

- Milestone - Start Maximo installation and setup
- Analyze hardware/software requirements
- Prepare installation plan
- Install Middleware
- Install Maximo development/production out of the box systems
- Verify environments already setup in DEV
- Verify environments already setup in PROD
- Milestone - Completion of Maximo installation and setup

Task Item 4 – Data Migration Strategy Workshop

- Milestone - Start data migration strategy workshop
- Prepare data loading strategy for warehouse, and GIS data
- Milestone - Completion of data migration strategy workshop

Task Item 5 – Gather O&M Manuals and Drawings in Readiness for Asset Data Gathering

- Milestone - Start gathering of manuals and drawings
- Establish a library for Oliver P Roemer Plant
- Establish a library for FBR Plant
- Establish a library for Water Production
- Establish a library for Water Distribution
- Gather plans, and O&M manuals and place in respective libraries
- Milestone - Completion of manuals and drawings gathering

Task Item 6 - Conduct Introduction Workshop on Total Enterprise Asset Management Program (TEAMP)

- Milestone – Start introduction workshop on TEAMP
- Introduction to Asset Management Best Business Practices
- Milestone – Finish introduction to TEAMP workshop

Task Item 7 - Develop Maximo High Level Business Requirements

- Milestone – Start develop Maximo high level business requirements

- Conduct planning sessions to develop summary big picture high level Maximo user requirements

- Milestone - Finish develop Maximo high level business requirements

Task Item 8 - Conduct Maximo Out-of-the-Box Workshops

- Milestone - Start Maximo out-of-the-box training (4 days)

- Conduct these workshops over a 4 day period for a group of 20 staff members.

- Milestone - Finish Maximo out-of-the-box training (4 days)

Task Item 9 - Organizational Re-Alignment for the Implementation of the Asset Management Program

- Milestone - Start organizational re-alignment

- Establish an asset management program governance structure.

- Establish an asset management group

- Recruit 3 Planner/Schedulers

- Milestone - Finish organizational re-alignment

Task Item 10 - Design, Development, and Implementation of TEAMP

- Milestone - Start design, development, and implementation of TEAMP

- Conduct Workshop and Project Team Sessions on TEAMP

- Design, and Develop the Asset Register

- Design, and Develop the Asset Register Standards

- Design, and Develop the asset attribute templates for collecting asset specification details

- Develop the procedures to handle rotating assets

- Develop procedures for the handover of new capital assets data from Contractors during the construction phase.

- Design, and Develop Work Management Strategies

- Design, and Develop Corrective Maintenance Practices

- Design, and Develop Planning and Scheduling Practices

- Design, and Develop Work Flow

- Design, and Develop RCM Methodology for Failure Hierarchy Development

- Design, and Develop RCM Methodology for PM Production

- Design, and Develop PM and PdM Practices

- Design, and Develop Job Plans

- Design, and Develop Time Card Practices

- Design, and Develop Warehouse and Inventory Control Practices

- Design, and Develop the Purchasing Management Practices

- Design, and Develop Performance Measures

- Design, and Develop Reports and Reporting Protocol

- Milestones - WWD on-going reviews and approvals of the TEAMP and Maximo Requirements

- Milestone - Submit to MBL the TEAMP and Maximo Requirements

<ul style="list-style-type: none"> • Milestone - Presentation and Completion of Task Item 2
Task Item 11 - Development of Maximo User Requirements
Milestone - Start development of Maximo user requirements
Develop Maximo User Requirements
Develop Maximo Requirements - prepare modifications report for reconfiguration and integration of Maximo
Milestone - Submit to WVWD the Maximo User Requirements.
Milestone - Completion of Maximo User Requirements
Task Item 12 - Maximo Application Design Core
<ul style="list-style-type: none"> • Milestone - Start Maximo application design core • Create technical design document from Maximo requirements • Milestone - Completion of Maximo Design Core
Task Item 13 - System Configuration and Development
<ul style="list-style-type: none"> • Milestone - System configuration and development • Configure Maximo 7.6 in DEV Environment • Maximo initial Org/Site configuration in Dev • Maximo GL accounts and fiscal year setup • Security setup and user administration module • Maximo screen configuration updates in Dev • Maximo workflows development • Configure assets • Configure work order tracking • Configure Safety • Configure maintenance planning and scheduling • Configure shifts • Configure service requests • Configure purchase management • Configure material inventory • Maximo Dashboard development • Maximo other configuration changes (eg: database configuration, actions, conditions, escalations, communication templates) • Configure Maximo 7.6 in PROD Environment • Milestone - complete Maximo configuration and development.
Task Item 14 - Asset Data Gathering and Asset Register Compilation
<ul style="list-style-type: none"> • Milestone - Asset data gathering and asset register compilation • Develop data gathering templates • Develop database design for assets • Present data gathering templates • Conduct data gathering - review plan drawings • Conduct data gathering - review OEM Manuals • Conduct data gathering - field validations at all sites • Workshop and create Asset Hierarchy and Asset Register for all cost centers • Milestone - WVWD on-going reviews of the asset hierarchy • Workshop asset criticality and assign criticality to each asset • Consolidation of Asset Register • On-going audit, review, verify, data cleansing, and finalization of register • Milestone - Submit to WVWD the first consolidation of asset register

• WVWD review and approval of first consolidation of asset register
• Milestone - Final Consolidation of asset register
• Milestone - Submit to WVWD the complete asset register
• WVWD review and approval of final asset register
• On-going Audit, review, verify, data cleansing, and finalization of all data
• Design asset tags and their standards
• Affix asset tags in the field
• Milestone - Completion of Asset Data Gathering and Asset Register Compilation
Task Item 15 - Asset Data Capture During Construction Phase.
• Milestone - Start Asset Data capture during construction phase
• Prepare procedure for asset data capture during construction phase
• Prepare construction specification section to be included in the general equipment submittal section
• Submit to WVWD for their approval
• WVWD reviews for their approval
• Milestone - Complete asset data capture during construction phase
Task Item 16 - Work Flow Configuration
• Milestone - Start Work Flow Configuration
• Detailed work flow business process mapping for all work types including interfaces with Tyler
• Milestone - Submit to WVWD the workflow mapping
• Milestone - WVWD on-going reviews of the work flow being developed
• Configure Work Flow in Maximo in DEV
• Test Work Flow in Maximo in DEV
• Configure Work Flow in Maximo in PROD
• Work Flow finalized in Maximo
• Milestone - Completion of Workflow Configuration
Task Item 16 - Warehouse Operations and Database Improvements
• Milestone - Start warehouse database improvements
• Design a new warehouse space
• Improve warehouse database standards
• Relocate parts from different spaces into the warehouse
• Investigate a suitable satellite warehouse space for the Roemer Plant
• Consolidate the warehouse inventory
• Cleanup parts descriptions
• Set min, max, EOQ, and ROP levels
• Set ABC levels
• Setup cycle counts
• Develop parts to assets cross reference
• Develop guidelines for receiving, issuing, and returns procedures
• Milestone - Complete warehouse operations and database improvements
Task Item 17 - Corrective Maintenance Working Practices
• Milestone - Start corrective maintenance working practices
• Setup work types
• Setup work priorities

• Setup work statuses
• Setup work closing time lag
• Setup time card rules
• Setup work completion screens
• Implement planning and scheduling mode of operations
• Implement material planning
• Implement labor planning
• Implement outside services planning and their work completions
• Implement tools usage as part of planning
• Implement any rental usage as part of planning
• Implement emergency work order rules
• Implement work completion requirements
• Milestone – Complete corrective maintenance working practices
Task Item 17 – Develop RCM
• Milestone - Start RCM process
• Develop RCM for all assets based on criticality
• Based on RCM identify RTF assets
• Based on RCM identify failure hierarchy for all assets
• Based on RCM identify assets that need PM's
• Milestone – Complete RCM process
Task Item 18 – Job Plan Development
• Milestone - Start job plan development
• Develop job plan creation templates
• Create job plans for all assets types
• Milestone – Complete job plan development
Task Item 19 – Development of PM Program
• Milestone - Start Development of PM program
• Setup PM generation trigger
• Develop PM's for assets using job plans
• Develop PdM's for assets using job plans
• Setup PM frequency setting according to job plan
• Milestone – Complete development of PM program
Task Item 20 – Develop Purchasing Management
• Milestone - Start purchasing management
• Develop purchase request procedures
• Develop purchase order procedures
• Develop release procedures
• Develop purchase procedures using cards
• Develop receiving against purchase orders
• Develop invoice reconciliation procedures
• Milestone – Complete development of Purchasing management
Task Item 21 – Data Loading and Data Migration
• Milestone - Start Data Loading and Data Migration
• Migrate data from warehouse data
• Migrate data from GIS database
• Verify data migrated correctly into configured space
• Conduct QA/QC on new data gathered
• Prepare data loading scripts
• Setup security and user privileges
• Upload new data gathered
• Verify data loaded correctly into configured space

<ul style="list-style-type: none"> • Conduct QA/QC on data loaded onto Maximo • Milestone – Completion of data loading and data migration
Task Item 22 – Mobile Application Implementation
<ul style="list-style-type: none"> • Milestone - Start Maximo mobile application procurement and implementation • Procure EZ MaxMobile • Configure EZ MaxMobile to Maximo requirements • Configure it to perform work management • Configure it to perform issues, returns, and receipts • Configure it to perform inventory and reconciliation • Train WVWD on EZ MAXMobile application • Test EZ MaxMobile application • Milestone – Completion of mobile application implementation
Task Item 23 – Development of Performance Measures
<ul style="list-style-type: none"> • Milestone – Start development of performance measures • Identify what measures are to be monitored • Create the performance measurement rationale for each • Identify KPI's • Educate WVWD on the benefits achieved from such performance measures and KPI's • Milestone – Completion of the development of performance measures
Task Item 24 – Maximo BIRT Report Development
<ul style="list-style-type: none"> • Start Maximo BIRT report development • Identify and setup Maximo out-of-the-box reports • Create BIRT reports • Train WVWD on the use of these reports • WVWD approval of reports • Milestone – Completion of BIRT Reports Development
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Milestone - Start development of dashboard
Configure dashboard according to user preferences
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<ul style="list-style-type: none"> • Milestone - Start training plan development • Develop training plan for the different users in WVWD • Milestone – Completion of Training plan development
Task Item 28 – Maximo Train the Trainer Training
<ul style="list-style-type: none"> • Milestone - Start Maximo train the trainer training • Provide classroom training for a week • Milestone – Completion of Maximo train the trainer training

Task Item 29 -- Maximo System Administrator Training

- Milestone - Start Maximo system administrator training
- Provide OJT training
- Milestone - Completion of Maximo system administrator training

Task Item 30 -- Maximo End User Classroom Training

- Milestone - Start Maximo end user classroom training
- Provide classes for end users
- Milestone - Completion of end user classroom training

Task Item 31 -- System Integration Testing (SIT) and Bug fixing

- Milestone - Start system integration testing (SIT) and bug fixing
- Testing individual components and all the components according to TEAMP
- Testing all the interfaces including mobile application, data migration, data loads, reports, and environments
- Present reports to WVWD
- WVWD to vet the reports
- Milestone - Completion of system integrator testing and bug fixes

Task Item 32 -- User Acceptance & Systems Testing Support

- Milestone - Start user acceptance & systems testing support
- WVWD conduct UAT and systems testing
- Resolve any issues
- Verify Maximo configured to requirements standards
- Final acceptance by WVWD
- Milestone - Completion of user acceptance and systems testing

Task Item 33 -- "Go-Live" Support

- Milestone - Start "Go-Live" Support
- Pre-Upgrade activities for Prod
- Configure Maximo 7.6 screens in Prod environment
- Preparation of upgraded site and Go-Live
- Maximo "Pre Go-Live" implementation support
- Provide training, and resolve issues during "Pre Go-Live" implementation
- Maximo "Post Go-Live" implementation support
- Provide training, and resolve issues during "Post Go-Live" implementation
- Milestone final acceptance of Maximo
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Task Item 34 -- Systems Integration

- Milestone - Start systems integration
- Discussion with WVWD on integration desires by WVWD
- Recommendations on appropriate integration links
- Discussions with Tyler Consultant on integration nodes
- Develop integration document between Maximo and Tyler
- Develop integration document between Maximo and GIS
- Estimate time required for discovery to develop and perform integration
- Test integration between Maximo and Tyler in Dev Mode
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• Migrate integration to PROD and "Go-Live" fully integrated
• Perform any issues and bug fixes.
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Task Item 35 – On-Going Project Management
• Milestone - Start of project
• Create project schedule
• Attend project meetings
• Prepare progress report
• Milestone – completion of project and task 9
Task Item 36 – Project Closeout
• Delivery of finalized documents, and data
• Milestone – Final Acceptance by WVWD

Project Schedule

Indicates the progress to date, the activities completed, in progress activities, and activities yet to be started. The entire program is over a 3-year duration. Beyond the 3 year period, there is a period of fine tuning for another 2 years to be conducted by WVWD staff based on information and metrics gathered. This is not reflected in the schedule.

(see Attached Sheet)

Examples of Sample Reports

(See Separate Attachments)

Cost of Project for the Next 12 months

This is our estimate to continue with the implementation of the Asset Management Program for the next 12 months. The tasks that we will work on are:

- Task Item 21: Maximo Tasks - Data Loading Asset Hierarchy
- Task Item 13: Maximo Tasks - Configuring Asset Attribute Screens
- Task Item 21: Maximo Tasks - Data Loading Asset Attributes
- Task Item 21: Maximo Tasks - Data Loading Additional Job Plans
- Task Item 19: Maximo Tasks - Create New PM's
- Task Item 21: Maximo Tasks - Data load Location Hierarchy for OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 21: Maximo Tasks - Data load contracts
- Task Item 28 and 30: Maximo Tasks - Additional training in Maximo
- Task Item 22: Mobile System Tasks - Purchase EZMaxMobile for an integrated mobile application with Maximo (to be purchased by WVWD)
- Task Item 22: Mobile System Tasks - Implement and train EZMaxMobile for field use
- Task Item 14: Develop Location Hierarchy for OPR, FBR, B&F, Pipeline
- Task Item 14: Design and Develop Asset Hierarchy for Pumps, Wells, Reservoirs, OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 14: Data Gathering and Comprehensive Asset Register Compilation for Pumps, Wells, Reservoirs, OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 18: Develop Job Plans for PRODUCTION, OPR, FBR, B&F
- Task Item 19: Develop PM's for PRODUCTION, OPR, FBR, B&F

- Task Item 17: Conduct Preliminary RCM studies
- Task Item 17: Conduct preliminary failure analysis
- Task Item 20: Implement Contracts Management
- Task Item 20: Implement Blanket PO's and Blanket WO's
- Task Item 35: Provide Consultancy to District staff on Asset Management using Maximo
- Task Item 35: L3 Support for Maximo

The cost to provide these services is \$ 322,740 (does not include the purchase cost of EZMaxMobile which WVWD will purchase under a separate contract with Interpro Solutions, the owner of EZMaxMobile.)

There will be additional work to be done in year 2021 in accordance with the project plan.

There will be a "Bow-Wave" effect when introducing a culture change and "Best Business Practices". The quantification of the "Bow-Wave" will be dependent on the datum point at the beginning and the phased implementation to arrive at the required Best Practices. As this is a 3 year project to get the entire enterprise wide program implemented with the basic elements in place, the increase in the resource allocation will be required for the first five years to catch up and elevate all facets of the TEAMP before any reduction of resources will be seen. Please refer to the assessment radar chart at the beginning of this report, demonstrating the wide gap between what exists to what should be. Even then, after the 5 year period, the reduction is in the unit cost of operations and maintenance where more is being accomplished with the same resources, which translates to increased productivity, efficiency and effectiveness.

Exhibit C

THE PROPOSAL FOR THE ASSET MANAGEMENT PROGRAM

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Task Item 6 - Conduct Introduction Workshop on Total Enterprise Asset Management Program (TEAMP)

- Milestone – Start introduction workshop on TEAMP
- Introduction to Asset Management Best Business Practices
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Task Item 8 - Conduct Maximo Out-of-the-Box Workshops

- Milestone - Start Maximo out-of-the-box training (4 days)

- Conduct these workshops over a 4 day period for a group of 20 staff members.

- Milestone - Finish Maximo out-of-the-box training (4 days)

Task Item 9 - Organizational Re-Alignment for the Implementation of the Asset Management Program

- Milestone - Start organizational re-alignment

- Establish an asset management program governance structure.

- Establish an asset management group

- Recruit 3 Planner/Schedulers

- Milestone - Finish organizational re-alignment

Task Item 10 - Design, Development, and Implementation of TEAMP

- Milestone - Start design, development, and implementation of TEAMP

- Conduct Workshop and Project Team Sessions on TEAMP

- Design, and Develop the Asset Register

- Design, and Develop the Asset Register Standards

- Design, and Develop the asset attribute templates for collecting asset specification details

- Develop the procedures to handle rotating assets

- Develop procedures for the handover of new capital assets data from Contractors during the construction phase.

- Design, and Develop Work Management Strategies

- Design, and Develop Corrective Maintenance Practices

- Design, and Develop Planning and Scheduling Practices

- Design, and Develop Work Flow

- Design, and Develop RCM Methodology for Failure Hierarchy Development

- Design, and Develop RCM Methodology for PM Production

- Design, and Develop PM and PdM Practices

- Design, and Develop Job Plans

- Design, and Develop Time Card Practices

- Design, and Develop Warehouse and Inventory Control Practices

- Design, and Develop the Purchasing Management Practices

- Design, and Develop Performance Measures

- Design, and Develop Reports and Reporting Protocol

- Milestones - WWD on-going reviews and approvals of the TEAMP and Maximo Requirements

- Milestone - Submit to MBL the TEAMP and Maximo Requirements

<ul style="list-style-type: none"> • Milestone - Presentation and Completion of Task Item 2
Task Item 11 - Development of Maximo User Requirements
Milestone - Start development of Maximo user requirements
Develop Maximo User Requirements
Develop Maximo Requirements - prepare modifications report for reconfiguration and integration of Maximo
Milestone - Submit to WVWD the Maximo User Requirements.
Milestone - Completion of Maximo User Requirements
Task Item 12 - Maximo Application Design Core
<ul style="list-style-type: none"> • Milestone - Start Maximo application design core • Create technical design document from Maximo requirements • Milestone - Completion of Maximo Design Core
Task Item 13 - System Configuration and Development
<ul style="list-style-type: none"> • Milestone - System configuration and development • Configure Maximo 7.6 in DEV Environment • Maximo initial Org/Site configuration in Dev • Maximo GL accounts and fiscal year setup • Security setup and user administration module • Maximo screen configuration updates in Dev • Maximo workflows development • Configure assets • Configure work order tracking • Configure Safety • Configure maintenance planning and scheduling • Configure shifts • Configure service requests • Configure purchase management • Configure material inventory • Maximo Dashboard development • Maximo other configuration changes (eg: database configuration, actions, conditions, escalations, communication templates) • Configure Maximo 7.6 in PROD Environment • Milestone - complete Maximo configuration and development.
Task Item 14 - Asset Data Gathering and Asset Register Compilation
<ul style="list-style-type: none"> • Milestone - Asset data gathering and asset register compilation • Develop data gathering templates • Develop database design for assets • Present data gathering templates • Conduct data gathering - review plan drawings • Conduct data gathering - review OEM Manuals • Conduct data gathering - field validations at all sites • Workshop and create Asset Hierarchy and Asset Register for all cost centers • Milestone - WVWD on-going reviews of the asset hierarchy • Workshop asset criticality and assign criticality to each asset • Consolidation of Asset Register • On-going audit, review, verify, data cleansing, and finalization of register • Milestone - Submit to WVWD the first consolidation of asset register

• WVWD review and approval of first consolidation of asset register
• Milestone - Final Consolidation of asset register
• Milestone - Submit to WVWD the complete asset register
• WVWD review and approval of final asset register
• On-going Audit, review, verify, data cleansing, and finalization of all data
• Design asset tags and their standards
• Affix asset tags in the field
• Milestone - Completion of Asset Data Gathering and Asset Register Compilation
Task Item 15 - Asset Data Capture During Construction Phase.
• Milestone - Start Asset Data capture during construction phase
• Prepare procedure for asset data capture during construction phase
• Prepare construction specification section to be included in the general equipment submittal section
• Submit to WVWD for their approval
• WVWD reviews for their approval
• Milestone - Complete asset data capture during construction phase
Task Item 16 - Work Flow Configuration
• Milestone - Start Work Flow Configuration
• Detailed work flow business process mapping for all work types including interfaces with Tyler
• Milestone - Submit to WVWD the workflow mapping
• Milestone - WVWD on-going reviews of the work flow being developed
• Configure Work Flow in Maximo in DEV
• Test Work Flow in Maximo in DEV
• Configure Work Flow in Maximo in PROD
• Work Flow finalized in Maximo
• Milestone - Completion of Workflow Configuration
Task Item 16 - Warehouse Operations and Database Improvements
• Milestone - Start warehouse database improvements
• Design a new warehouse space
• Improve warehouse database standards
• Relocate parts from different spaces into the warehouse
• Investigate a suitable satellite warehouse space for the Roemer Plant
• Consolidate the warehouse inventory
• Cleanup parts descriptions
• Set min, max, EOQ, and ROP levels
• Set ABC levels
• Setup cycle counts
• Develop parts to assets cross reference
• Develop guidelines for receiving, issuing, and returns procedures
• Milestone - Complete warehouse operations and database improvements
Task Item 17 - Corrective Maintenance Working Practices
• Milestone - Start corrective maintenance working practices
• Setup work types
• Setup work priorities

• Setup work statuses
• Setup work closing time lag
• Setup time card rules
• Setup work completion screens
• Implement planning and scheduling mode of operations
• Implement material planning
• Implement labor planning
• Implement outside services planning and their work completions
• Implement tools usage as part of planning
• Implement any rental usage as part of planning
• Implement emergency work order rules
• Implement work completion requirements
• Milestone – Complete corrective maintenance working practices
Task Item 17 – Develop RCM
• Milestone - Start RCM process
• Develop RCM for all assets based on criticality
• Based on RCM identify RTF assets
• Based on RCM identify failure hierarchy for all assets
• Based on RCM identify assets that need PM's
• Milestone – Complete RCM process
Task Item 18 – Job Plan Development
• Milestone - Start job plan development
• Develop job plan creation templates
• Create job plans for all assets types
• Milestone – Complete job plan development
Task Item 19 – Development of PM Program
• Milestone - Start Development of PM program
• Setup PM generation trigger
• Develop PM's for assets using job plans
• Develop PdM's for assets using job plans
• Setup PM frequency setting according to job plan
• Milestone – Complete development of PM program
Task Item 20 – Develop Purchasing Management
• Milestone - Start purchasing management
• Develop purchase request procedures
• Develop purchase order procedures
• Develop release procedures
• Develop purchase procedures using cards
• Develop receiving against purchase orders
• Develop invoice reconciliation procedures
• Milestone – Complete development of Purchasing management
Task Item 21 – Data Loading and Data Migration
• Milestone - Start Data Loading and Data Migration
• Migrate data from warehouse data
• Migrate data from GIS database
• Verify data migrated correctly into configured space
• Conduct QA/QC on new data gathered
• Prepare data loading scripts
• Setup security and user privileges
• Upload new data gathered
• Verify data loaded correctly into configured space

<ul style="list-style-type: none"> • Conduct QA/QC on data loaded onto Maximo • Milestone – Completion of data loading and data migration
Task Item 22 – Mobile Application Implementation
<ul style="list-style-type: none"> • Milestone - Start Maximo mobile application procurement and implementation • Procure EZ MaxMobile • Configure EZ MaxMobile to Maximo requirements • Configure it to perform work management • Configure it to perform issues, returns, and receipts • Configure it to perform inventory and reconciliation • Train WVWD on EZ MaxMobile application • Test EZ MaxMobile application • Milestone – Completion of mobile application implementation
Task Item 23 – Development of Performance Measures
<ul style="list-style-type: none"> • Milestone – Start development of performance measures • Identify what measures are to be monitored • Create the performance measurement rationale for each • Identify KPI's • Educate WVWD on the benefits achieved from such performance measures and KPI's • Milestone – Completion of the development of performance measures
Task Item 24 – Maximo BIRT Report Development
<ul style="list-style-type: none"> • Start Maximo BIRT report development • Identify and setup Maximo out-of-the-box reports • Create BIRT reports • Train WVWD on the use of these reports • WVWD approval of reports • Milestone – Completion of BIRT Reports Development
Task Item 25 – Development of Dashboard
Milestone - Start development of dashboard
Configure dashboard according to user preferences
Milestone – Completion dashboard Development
Task Item 26 – Maximo Test Script Development
<ul style="list-style-type: none"> • Milestone - Start test script development • Create test scripts to test all functionality as prescribed by Task Item 2 • Milestone – Completion of test script development
Task Item 27 – Training Plan Development
<ul style="list-style-type: none"> • Milestone - Start training plan development • Develop training plan for the different users in WVWD • Milestone – Completion of Training plan development
Task Item 28 – Maximo Train the Trainer Training
<ul style="list-style-type: none"> • Milestone - Start Maximo train the trainer training • Provide classroom training for a week • Milestone – Completion of Maximo train the trainer training

Task Item 29 -- Maximo System Administrator Training
<ul style="list-style-type: none"> • Milestone - Start Maximo system administrator training • Provide OJT training • Milestone - Completion of Maximo system administrator training
Task Item 30 -- Maximo End User Classroom Training
<ul style="list-style-type: none"> • Milestone - Start Maximo end user classroom training • Provide classes for end users • Milestone - Completion of end user classroom training
Task Item 31 -- System Integration Testing (SIT) and Bug fixing
<ul style="list-style-type: none"> • Milestone - Start system integration testing (SIT) and bug fixing • Testing individual components and all the components according to TEAMP • Testing all the interfaces including mobile application, data migration, data loads, reports, and environments • Present reports to WVWD • WVWD to vet the reports • Milestone - Completion of system integrator testing and bug fixes
Task Item 32 -- User Acceptance & Systems Testing Support
<ul style="list-style-type: none"> • Milestone - Start user acceptance & systems testing support • WVWD conduct UAT and systems testing • Resolve any issues • Verify Maximo configured to requirements standards • Final acceptance by WVWD • Milestone - Completion of user acceptance and systems testing
Task Item 33 -- "Go-Live" Support
<ul style="list-style-type: none"> • Milestone - Start "Go-Live" Support • Pre-Upgrade activities for Prod • Configure Maximo 7.6 screens in Prod environment • Preparation of upgraded site and Go-Live • Maximo "Pre Go-Live" implementation support • Provide training, and resolve issues during "Pre Go-Live" implementation • Maximo "Post Go-Live" implementation support • Provide training, and resolve issues during "Post Go-Live" implementation • Milestone final acceptance of Maximo • Milestone - Completion of "go-live" support
Task Item 34 -- Systems Integration
<ul style="list-style-type: none"> • Milestone - Start systems integration • Discussion with WVWD on integration desires by WVWD • Recommendations on appropriate integration links • Discussions with Tyler Consultant on integration nodes • Develop integration document between Maximo and Tyler • Develop integration document between Maximo and GIS • Estimate time required for discovery to develop and perform integration • Test integration between Maximo and Tyler in Dev Mode • Test integration between Maximo and GIS in Dev Mode

• Migrate integration to PROD and "Go-Live" fully integrated
• Perform any issues and bug fixes.
• Milestone – completion of systems integration
Task Item 35 – On-Going Project Management
• Milestone - Start of project
• Create project schedule
• Attend project meetings
• Prepare progress report
• Milestone – completion of project and task 9
Task Item 36 – Project Closeout
• Delivery of finalized documents, and data
• Milestone – Final Acceptance by WVWD

Project Schedule

Indicates the progress to date, the activities completed, in progress activities, and activities yet to be started. The entire program is over a 3-year duration. Beyond the 3 year period, there is a period of fine tuning for another 2 years to be conducted by WVWD staff based on information and metrics gathered. This is not reflected in the schedule.

(see Attached Sheet)

Examples of Sample Reports

(See Separate Attachments)

Cost of Project for the Next 12 months

This is our estimate to continue with the implementation of the Asset Management Program for the next 12 months. The tasks that we will work on are:

- Task Item 21: Maximo Tasks - Data Loading Asset Hierarchy
- Task Item 13: Maximo Tasks - Configuring Asset Attribute Screens
- Task Item 21: Maximo Tasks - Data Loading Asset Attributes
- Task Item 21: Maximo Tasks - Data Loading Additional Job Plans
- Task Item 19: Maximo Tasks - Create New PM's
- Task Item 21: Maximo Tasks - Data load Location Hierarchy for OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 21: Maximo Tasks - Data load contracts
- Task Item 28 and 30: Maximo Tasks - Additional training in Maximo
- Task Item 22: Mobile System Tasks - Purchase EZMaxMobile for an integrated mobile application with Maximo (to be purchased by WVWD)
- Task Item 22: Mobile System Tasks - Implement and train EZMaxMobile for field use
- Task Item 14: Develop Location Hierarchy for OPR, FBR, B&F, Pipeline
- Task Item 14: Design and Develop Asset Hierarchy for Pumps, Wells, Reservoirs, OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 14: Data Gathering and Comprehensive Asset Register Compilation for Pumps, Wells, Reservoirs, OPR, FBR, Pipelines, Buildings and Facilities
- Task Item 18: Develop Job Plans for PRODUCTION, OPR, FBR, B&F
- Task Item 19: Develop PM's for PRODUCTION, OPR, FBR, B&F

- Task Item 17: Conduct Preliminary RCM studies
- Task Item 17: Conduct preliminary failure analysis
- Task Item 20: Implement Contracts Management
- Task Item 20: Implement Blanket PO's and Blanket WO's
- Task Item 35: Provide Consultancy to District staff on Asset Management using Maximo
- Task Item 35: L3 Support for Maximo

The cost to provide these services is \$ 322,740 (does not include the purchase cost of EZMaxMobile which WVWD will purchase under a separate contract with Interpro Solutions, the owner of EZMaxMobile.)

There will be additional work to be done in year 2021 in accordance with the project plan.

There will be a "Bow-Wave" effect when introducing a culture change and "Best Business Practices". The quantification of the "Bow-Wave" will be dependent on the datum point at the beginning and the phased implementation to arrive at the required Best Practices. As this is a 3 year project to get the entire enterprise wide program implemented with the basic elements in place, the increase in the resource allocation will be required for the first five years to catch up and elevate all facets of the TEAMP before any reduction of resources will be seen. Please refer to the assessment radar chart at the beginning of this report, demonstrating the wide gap between what exists to what should be. Even then, after the 5 year period, the reduction is in the unit cost of operations and maintenance where more is being accomplished with the same resources, which translates to increased productivity, efficiency and effectiveness.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO USER LICENSING AND HOSTING SERVICES WITH POLARIS SOLUTIONS

BACKGROUND:

The District has been developing an Asset Management Program utilizing the Maximo Software System. The project has been underway for approximately eleven (11) months. It is now time to purchase user licensing and move to a production environment. The original implementation date for employees using Maximo for Purchasing and Work Order was October 14, 2019.

This item was discussed and approved in the Safety and Technology Committee Meeting on September 17, 2019 and was included in one of the Board Approval Items for September 26, 2019 Special Board Meeting. However, the said meeting was cancelled and the item automatically moved to the next Board Meeting on October 10, 2019. Due to the delay, it created an emergency situation to implement the Asset Management Program in line with Tyler Incode in a timely manner. Unfortunately, this item was tabled again in the following Board Meetings through December 2019. Due to the further delay, our access to Maximo Software was placed on hold since December 23, 2019 which resulted in heavily impacting the District's Purchasing functions, interruption of ongoing projects such as Tyler and Maximo Integration development, Asset Management Work Flow and Service Request developments. The delay also resulted in the inability to process inventory transactions in Maximo. Since the shutdown, inventory transactions are being managed manually.

DISCUSSION:

Consider the review of the contract and purchase of Maximo User Licensing and Hosting services from Polaris Solutions. Polaris Solutions provided extended Maximo support and expertise as we develop our asset management system. It will be bundled with Maximo cloud hosting services. The Staff would like to move our existing short term hosting service from Tangentia which is a DB2 Database to a long term service with Polaris Solutions which we have an option to procure a SQL database. The new hosting service matches our new Tyler System SQL database and is better suited in providing an easier collaboration environment for Tyler Incode and Maximo integration. The new service will also bring better user support and provide separate production and testing environments for development and enhanced first and second level Maximo software support. Polaris Solutions was recommended by our IBM (Maximo) consultant.

Maximo Users	Polaris	Cohesive	IBM
Total for 62 Users	\$99,457.40	\$91,896.56	\$94,005.60
Sales/Use Tax	\$7,707.95	\$7,121.98	\$7,285.43
License Service Quotes	\$107,165.35	\$99,018.54	\$101,291.03
Hosting Service Quotes	\$22,440.00	\$45,920.00	\$43,429.20
Combined License and Hosting Total	\$129,605.35	\$144,938.54	\$144,720.23

FISCAL IMPACT:

We are requesting a CIP Budget Amendment to facilitate additional Maximo User Licensing and hosting services for \$104,605.35 (129,605.35 minus \$25,000 already budgeted for Hosting Service in FY 2019-2020 Budget. The requested funds are available in the CIP Contingency Fund.

STAFF RECOMMENDATION:

Staff recommends the Board to approve a Maximo Licensing and Hosting Services Contract with Polaris Solutions and authorizes the General Manager to execute the necessary Budget Amendment documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

1. Cohesive License 2019
2. Cohesive Hosting Quote
3. IBM License Quote
4. IBM Hosting Quote
5. Polaris 7.6 License and Hosting Maximo Proposal - WVWD-Rev2



Quotation

Cohesive Solutions, Inc.
125 TownPark Drive Suite 240
Kennesaw, GA 30144
Phone: 678-233-1280 Cell: 770-378-5402
Email: mlogsdon@cohesivesolutions.com

DATE: 9/17/2019
Proposal #: ML-WVWD-20190917-SW
Customer ID: 9635592

Proposal For:

Quotation valid until: 9/30/2019
Prepared by: Matt Logsdon

West Valley Water District
Attn: Albert Clinger
aclinger@wwwd.org

Table with 5 columns: Item #, Part #, ITEM - DESCRIPTION, QTY, UNIT PRICE, EXTENDED PRICE. It lists three software licenses and a total row.

Notes:

- 1. Pricing includes software maintenance from Cohesive Solutions.
2. The terms and conditions of the IBM International Program License Agreement (IPLA) and the License Information (LI) apply.
3. Price quoted does not include any VAT/GST/sales tax.
4. A copy of this quotation shall be attached to any resulting Purchase Order.
5. Net payment of Total Fees is due upon receipt of invoice.
6. This quotation, and the documents referenced herein, constitute the entire agreement between the parties.

ANNUAL HOSTING FEES			
Project Description	Quantity	Unit Price	Extended Price
BYOL Maximo Core Authorized User	5	\$ 993.60	\$ 4,968.00
BYOL Maximo Core Limited User	12	\$ 498.00	\$ 5,976.00
BYOL Maximo Core Express User	45	\$ 187.20	\$ 8,424.00
MaaS Integration Annual Fee	1	\$4,800.00	\$ 4,800.00
MaaS Site-to-Site VPN Annual Fee	1	\$3,600.00	\$ 3,600.00
MaaS LDAP enabled SSO Annual Fee	1	\$1,800.00	\$ 1,800.00
Annual Minimum Gap			\$ 5,432.00
			\$ 35,000.00

ONE TIME SETUP FEE			
Project Description	Quantity	Projetechn MSRP	Projetechn Extended MSRP
MaaS One-Time setup fee	1	\$6,120.00	\$ 6,120.00
One-Time Setup Fee for Integration	1	\$1,800.00	\$ 1,800.00
One-Time Setup Fee for Site-to-Site VPN	1	\$1,800.00	\$ 1,800.00
One-Time Setup Fee for MaaS LDAP enabled SSO	1	\$1,200.00	\$ 1,200.00
			\$ 10,920.00

For the 1st year the annual fee includes one (1) production and two (2) non-production environments. Starting in the 2nd year WVWD will have the option to continue with the 2nd non-production for \$9,000 per year. The annual hosting fee includes up to 10GB of storage for the Maximo database and attachments. Additional space is available in 10GB blocks for \$620 per year. The Maximo database will be MS SQL-Server.

Please let me know if you want a quote for the software as well.

Anything else I can provide at this point?

Many thanks!

Matt

Matt Logsdon

Executive Vice President

E: mlogsdon@cohesivesolutions.com

O: (678) 233-1287 Kennesaw, GA

O: (713)-481-5462 Houston, TX

C: (770) 378-5402

From: Albert Clinger <aclinger@wvwd.org>

Sent: Monday, September 16, 2019 6:04 PM

To: Matt Logsdon <mlogsdon@cohesivesolutions.com>

Subject: RE: Maximo Software

Diana Gunn

From: Albert Clinger
Sent: Tuesday, September 17, 2019 10:29 AM
To: Diana Gunn
Subject: FW: Maximo Software

Importance: High

Albert Clinger
Business Systems Manager
West Valley Water District
855 W Baseline Rd, Rialto CA 92376
909-875-1804 X336

From: Matt Logsdon <mlogsdon@cohesivesolutions.com>
Sent: Tuesday, September 17, 2019 9:48 AM
To: Albert Clinger <aclinger@wvwd.org>
Subject: RE: Maximo Software
Importance: High

Hi Albert,

Following up on our short conversation yesterday please find the attached estimate to host WVWD Maximo licenses.

There are two types of fees. One is the annual hosting fee and the other is a one-time set-up fee (which is non-recurring).

Our annual minimum hosting fee is \$35,000 per year. Based on your configuration we have added the Annual Minimum Gap line to make up the difference.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Software Quotation

19-Sep-2019

Attn: Diana Gunn
West Valley Water District
855 W BASE LINE RD
RIALTO CA 92376-3103
UNITED STATES

Passport Advantage Express Site Number: 3869075
IBM Customer Number: 9635592

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 19-Sep-2019 and will expire on 30-Sep-2019.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Jay F Suwara
Phone Number: 1-617-513-0558
Fax Number:
E-mail Address: jsuwara@us.ibm.com

IBM is offering you an Extended Payment Plan (EPP) for this quote, subject to the terms of the attached EPP Agreement. As an alternative to paying cash up front, you may choose to make three payments. The first payment is deferred for 3 months, with the second and third payments due in months 6 and 9.

If you wish to take advantage of this offer, please sign and return the attached EPP Agreement to IBM with your purchase order. By not signing the EPP Agreement, you are declining the Extended Payment Plan.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



3.4.c

Quotation Number: 18473196
 IBM Contact: Jay F Suwara
 Phone Number: 1-617-513-0558

Quote Effective Date: 19-Sep-2019
 Quote Expiration Date: 30-Sep-2019

Passport Advantage Express Site Number: 3869075
 IBM Customer Number: 9635592

Customer:
 Attn: Diana Gunn
 West Valley Water District
 855 W BASE LINE RD
 RIALTO CA 92376-3103
 UNITED STATES

Item	Part Number	Quantity		Unit SVP Price	Discounted Price	Extended Amount
IBM Maximo Asset Management Authorized User License + SW Subscription & Support 12 Months						
001	D0GYALL	5		6,200.00	4,836.00	24,180.00
19-Sep-2019 - 30-Sep-2020						
IBM Maximo Asset Management Limited Use Authorized User License + SW Subscription & Support 12 Months						
002	D0GY8LL	12		3,110.00	2,425.80	29,109.60
19-Sep-2019 - 30-Sep-2020						
IBM Maximo Asset Management Express Use Authorized User Licence + SW Subscription & Support 12 Months						
003	D0S8KLL	45		1,160.00	904.80	40,716.00
19-Sep-2019 - 30-Sep-2020						

Useful/Important Web resources:

- Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
- IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla
- IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item	Part Number	Quantity		Unit SVP Price	Discounted Price	Extended Amount
<p>IBM acceptance of the order is subject to credit approval.</p> <p>Applicable tax will be recalculated at the time of order processing.</p> <p style="text-align: right;">Subtotal in USD: 94,005.60 Estimated Tax in USD: 7,285.43 Total in USD: 101,291.03</p> <p>Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.</p> <p>Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the DPA Exhibit at https://www.ibm.com/my-support/s/article/support-privacy apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.</p>						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla

IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

3.4.c



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

WEST VALLEY WATER DISTRICT ("Client") 855 W BASE LINE RD RIALTO CA 92376-3103 UNITED STATES	International Business Machines Corporation ("IBM") PO Box 643600 Pittsburgh, PA 15264-3600
Client Reference No.:	

This IBM Software Extended Payment Plan ("Agreement") provides the terms under which IBM offers Client an installment payment plan for one-time charges on eligible invoices issued under the IBM International Passport Advantage Agreement, IBM Client Relationship Agreement or equivalent agreement (License Agreement). Client must sign and return this Agreement to IBM on or before the Validity Date defined below. This Agreement does not take effect until IBM receives and accepts it. If not accepted by IBM, Client will pay the invoices in accordance with the License Agreement.

TRANSACTION DETAILS AND PAYMENTS

Product Description	Payment Term	Amount Funded (USD)	Periodic Payment (USD)
Passport Advantage Distributed License and/or Subscription Charges	9 Month(s)	94,005.60	3 Payments of 31,633.35
TOTAL		94,005.60	3 Payments of 31,633.35

Payment Period: Quarterly
Validity Date: 09/30/2019

Payment Type: Arrears
Payment Method: Check

GENERAL TERMS AND CONDITIONS

- 1. TERM.** The initial Payment Period shall begin on the first day of the month following the Commencement Date (defined below). The term begins on the Commencement Date and ends on the last day of the month that is the number of Payment Periods listed under the Payment Term for each item from the beginning of the initial Payment Period ("Term"). **The Term is not cancelable and may not be terminated except as stated in this Agreement.**
- 2. COMMENCEMENT DATE.** The Commencement Date shall be the date Client becomes entitled to use the items acquired under the terms of the License Agreement and as listed on the applicable Proof(s) of Entitlement. Client agrees to pay the Periodic Payments and other amounts in accordance with this Agreement.
- 3. PAYMENT.** The Periodic Payments are due and payable on the last day of each consecutive Payment Period during the Term (such date, the "Due Date"). For any Periodic Payment not made by its due date, Client agrees to pay a late charge of 1.5% of the unpaid amount per month subject to the maximum limitations allowed by law. If it is determined that any amounts received from Client in respect of late charges were in excess of the highest rate allowed by applicable law then the excess amount shall be credited to Client's other obligations to IBM or, if all other obligations have been satisfied, refunded to Client. Client's commitment to pay the amounts due under this Agreement are absolute and unconditional and such amounts shall be paid in full when payable notwithstanding any problem with any products or services invoiced and notwithstanding any right it may have, including any right it may have under the License Agreement, to withhold, dispute, or set off any charges due, or to assert any counterclaim of any kind or to adjust or reduce the amount of an invoice. This Agreement is separate from the License Agreement and is separately enforceable.
- 4. CHANGES; NOTICES; COMMUNICATIONS.** Notices and requests from Client are to be submitted to the IBM address specified on Client's periodic invoice. Notices and requests from IBM are to be submitted to Client's address in this Agreement. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement and any related documents made by reliable means is considered an original.
- 5. ASSIGNMENT.** Client may not assign, or transfer Client's obligations, interest, or rights in this Agreement, in whole or in part. IBM shall sell or assign all, or part, of IBM's interest or rights in this Agreement without prior notice to Client. Client agrees not to assert against any such assignee any claim, set-off, defense, recoupment or counterclaim that Client may have against IBM or any other person. Notwithstanding any confidentiality obligations that IBM has to Client, Client agrees that for purposes of any such assignment IBM may disclose the terms of this Agreement and any related documents to any assignee. This Agreement shall be binding upon Client's successors or permitted assigns.



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

6. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

7. DEFAULT. It shall be an Event of Default under this Agreement if any of the following shall occur: (i) Client fails to pay in full any amount under this Agreement when due; (ii) Client breaches any obligation or provision under this Agreement; (iii) any guarantee of Client's obligations or other credit enhancement under this Agreement shall cease to be in full force and effect (or is asserted by the provider not to be); (iv) any petition or proceeding is filed by or against Client or any guarantor of Client's obligations under this Agreement ("Guarantor"), under any bankruptcy, insolvency, receivership or similar law, or Client or any Guarantor admits in writing its insolvency or inability to pay its debts as they come due; (v) Client defaults under any other agreement with IBM; (vi) Client or Guarantor or its directors or stockholders takes any action in connection with its dissolution, liquidation or the winding up of its affairs, including, without limitation, ceases doing business, or sells or disposes of all or substantially all its assets; or (vii) any person or entity acquires a majority interest in Client and such person or entity has a credit rating, as determined by IBM, which is lower than Client's credit rating, unless approved by IBM or its assignee, which will not be unreasonably withheld.

8. REMEDIES. If any Event of Default occurs, then IBM may take any or all of the following actions: (i) terminate this Agreement; (ii) require Client to immediately pay, and Client shall pay, all outstanding Periodic Payments and other amounts under this Agreement (including late charges, attorney fees and other expenses) in a lump sum; (iii) terminate the license to the products that are subject to this Agreement; provided that, in the event of an Event of Default described in clause (iv) in the Default paragraph above, this Agreement shall automatically terminate and all outstanding amounts shall automatically become immediately payable without notice.

9. SURVIVAL; ACCOUNTING. Client's obligations under this Agreement, which by their nature would continue beyond the expiration of this Agreement, shall survive the expiration or termination of this Agreement. Neither IBM nor IBM's affiliates and subsidiaries make any representation whatsoever regarding Client's accounting treatment applicable to this Agreement. IBM accounts for receivables under this Agreement as financing receivables for U.S. reporting purposes.

10. GENERAL. This agreement may be signed in counterparts. The terms of this Agreement are the exclusive terms between the parties relating to the subject matter of this Agreement and supersede any prior agreements or discussions relating to the subject matter of this Agreement. Client represents and warrants that (a) Client's name as set forth in the signature block below is Client's exact legal name; and (b) this Agreement has been duly authorized and executed by Client and constitutes Client's legal, valid and binding obligation. **IBM's entire liability for all claims related to this Agreement will not exceed any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) hereunder regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, revenue, goodwill or anticipated savings.**

Accepted by:

By _____
Authorized Signature

Name (Type or Print):

Title:

Date:

International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print):

Title:

Date:

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Attn: Diana Gunn
West Valley Water District
855 W BASE LINE RD
RIALTO CA 92376-3103
UNITED STATES

IBM Site Number: 3869075
IBM Customer Number: 9635592

Dear Diana Gunn

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 20-Sep-2019 and will expire on 30-Sep-2019.
We look forward to your order.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Jay F Suwara
Phone Number: 1-617-513-0558
Fax Number:
E-mail Address: jsuwara@us.ibm.com

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



IBM Quotation

Quotation Information

Number: **18473194**
 Effective Date: **20-Sep-2019**
 Expiration Date: **30-Sep-2019**

Customer Information

Attn: **Diana Gunn**
 West Valley Water District
 855 W BASE LINE RD
 RIALTO CA 92376-3103
 UNITED STATES

Sales Representative

IBM Contact: **Jay F Suwara**
 Phone Number: **1-617-513-0558**
 E-mail Address: jsuwara@us.ibm.com

IBM Site Number: **3869075**
 IBM Customer Number: **9635592**

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	134,235.31
Estimated Tax	0.00
Total	134,235.31 USD

Software as a Service

Subscription Entitlements

IBM Maximo EAM SaaS Flex

IBM Maximo EAM SaaS Flex Service Level Agreement

Subscription Part#: **D1C72LL**
 Billing: **Upfront**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price
1	1	1-36	0.00	0.00
Subtotal				0.00 USD

IBM Maximo EAM SaaS Flex Authorized User Subscription per Month

Subscription Part#: **D1UIYLL**
 Overage Part#: **D1UIZLL**
 Billing: **Annual**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
2	5	1-12	11,100.00	11,100.00	222.00

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



3	5	13-24	11,433.00	11,433.00	228.66
4	5	25-36	11,775.99	11,775.99	235.52
Subtotal				34,308.99 USD	

IBM Maximo EAM SaaS Flex Limited Use Authorized User Subscription per Month

Subscription Part#: **D1V18LL**
 Overage Part#: **D1V19LL**
 Billing: **Annual**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
5	12	1-12	13,291.20	13,291.20	111.00
6	12	13-24	13,689.94	13,689.94	114.33
7	12	25-36	14,100.63	14,100.63	117.76
Subtotal				41,081.77 USD	

IBM Maximo EAM SaaS Flex Express Use Authorized User Subscription per Month

Subscription Part#: **D1V1ALL**
 Overage Part#: **D1V1BLL**
 Billing: **Annual**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
8	45	1-12	19,038.00	19,038.00	40.00
9	45	13-24	19,609.14	19,609.14	41.20
10	45	25-36	20,197.41	20,197.41	42.44
Subtotal				58,844.55 USD	

Subscriptions Sub-Total

134,235.31 USD

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
 Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.



PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	0.00	43,429.20	43,429.20
13	0.00	44,732.08	44,732.08
25	0.00	46,074.03	46,074.03
Total in USD	0.00	134,235.31	134,235.31

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

3.4.d



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

IBM Terms for IBM Cloud Offerings

The referenced Cloud Services are governed by the terms of the IBM International Passport Advantage Express Agreement, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

IBM Terms of Use - General Terms for IBM Cloud Offerings at:

<https://www.ibm.com/software/sla/slabd.nsf/sla/tou-gen-terms>

Service Description(s) for ordered Cloud Services:

IBM MAXIMO EAM SAAS FLEX

<https://www.ibm.com/software/sla/slabd.nsf/sla/sd-6391-10>

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592



**Proposal For
Maximo 7.6 Hosted Implementation
With Perpetual Maximo Licenses**

**West Valley
Water District**

**Revision 2
Submitted 09/18/2019**

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Objective

The objective of this document is to outline a proposed packaged solution to meet West Valley Water District's (WVWD) licensing and hosting needs to support their Maximo implementation. The approach lined out in this proposal is to utilize a hosted infrastructure in combination with perpetual software licensing in order to provide a performance-driven, value-based and reliable application platform.

The infrastructure decisions are designed to optimize performance, availability and scalability while minimizing cost. The server configuration described herein is designed to accommodate current WVWD requirements while accommodating growth of user base as well as application and/or integration extensibility.

One-Stop Support and Service

Polaris Solutions will provide Maximo licensing and hosting. We are quoting multiple hosting configurations for your review and selection based on your specific needs and size. There are real benefits to leveraging a single hosting, licensing and L1/L2 support provider:

- One number to call for comprehensive Maximo support and management
 - Infrastructure
 - Application break-fix
 - Enhanced application support
 - Licensing questions/needs

- A business partner working in close proximity to your Maximo integrator to ensure:
 - Performance
 - Scalability
 - Integration or configuration dependencies
 - Supportability
 - Disaster recovery

Scope Requirements and Activities

Polaris Solutions shall provide infrastructure and a stable instance of Maximo 7.6.

Hosted services include: (a) one secure, and confidential production database configuration; (b) user and security group setup; (c) Core Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders; (d) restricted WVWD or delegated access to the Administration, System Configuration, and Integration Maximo® applications; (e) out of the box Maximo® reports and any existing customized BIRT reports; (f) Maximo technical support; (h) application troubleshooting; (i) notification of planned downtime.

Additionally, this service includes one additional Maximo® instance for use in a testing, development, or training environment.

Polaris Solutions shall provide Maximo software per the number of Named Users specified in Appendix C (“Licenses”). WVWD’s use of such software is governed by the applicable IBM license agreement. Upon termination of this agreement, WVWD (or specific purchaser) will continue to own the Licenses. Polaris would provide an export of the Maximo database.

A “Named User” is (a) an individual authorized by WVWD to use the software instance through the assignment of a specific user login, regardless of whether or not the individual is using the software at any given time; and (b) a non-human operated device, if such device can access the Maximo® database. The total number of Named Users Licenses must be equal to or greater than the total number of individuals authorized by WVWD to use Maximo plus the total number of non-human devices that access the Maximo® database.

The licenses proposed in this agreement are perpetual based licenses.

In all options listed herein, the following will be provided:

- Servers will be provisioned and hosted with SoftLayer.
- The server environment will be dedicated to WVWD. This is not a multi-tenancy environment which can dictate significant administration, configuration and/or other technical limitations.
- The application server will be Windows Server 2016 Standard Edition (64bit).
- Polaris can provide the domain name/URL or leverage existing, if desired
- The database platform will be SQL Server 2016 Standard Edition.
- Antivirus will be MacAfee VirusScan Enterprise.
- VPN will be configured as well as SSL connection to Maximo.
- Backups will be configured and provided by Polaris. Backup frequency TBD per WVWD requirements.
- Maximo 7.6.1 will be installed with an empty database ready for configuration and data loading.
- A production environment and a test environment will be created.



1 Hosted Services Pricing

The pricing worksheet reflects pricing for a 2-year (24-month) hosted agreement. Hosting and year 2 licensing renewal support to be invoiced annually upon anniversary date.

2 Maximo Licensing Pricing

The pricing below specifies pricing for 62 total licenses consisting of **5 Authorized Users, 12 Limited Use licenses and 45 Express Licenses (no industry solutions/add-ons included at this time)**. For the purposes of this statement of work, software cost is based upon named user licenses from IBM. This means that a license is required for each login ID.

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Services1	IBM Maximo Asset Management Authorized User License + SW Subscription & Support 12 Months	5	5,720.00	28,600.00
Services1	IBM Maximo Asset Management Limited User License + SW Subscription & Support 12 Months	12	2,643.50	31,722.00
Services1	IBM Maximo Asset Management Express User License + SW Subscription & Support 12 Months	45	986.00	44,370.00
Discount	5% Package and Term Discounting	1	-5,234.60	-5,234.60

Please note: Year 2 cost (as well as all subsequent years) will be based upon a 20% subscription and support (S&S) fee. The client does not rebuy perpetual licenses.

TOTAL

\$99,457.40

The subscription and support pricing covers level 1 and level 2 technical support as well as access to all upgrades, patches and hot fixes with no additional licensing charge.

For example, year 2 cost will be approximately \$20,000. This is 20% of the license cost initially paid by the the client.

3 Hosting Estimate

Option 1: Standard configuration 2 Servers

- Separate Prod and Test servers
- Prod server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Test server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 75 users, medium reporting, low or no integration usage
 - Supports up to 40 users, medium reporting, medium integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$29,800.00
Cost year 1	\$33,800.00
Each year after	\$29,800.00

Option 2: Standard configuration on a single server

- Single server hosts both Prod and Test
- Combined Prod/Test server (4cpu, 32GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 50 users, medium reporting, low integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$16,818.00
Cost year 1	\$20,818.00
Each year after	\$16,818.00

Option 3: Lite configuration on 2 servers

- Separate Prod and Test servers
- Prod server (4cpu, 8GB RAM, disk storage: 100GB primary 400GB secondary)
- Test server (4cpu, 8GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 30 users, medium reporting, medium integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$18,440.00
Cost year 1	\$22,440.00
Each year after	\$18,440.00

Option 4: Lite configuration on a single server

- Single server hosts both Prod and Test.
- Combined Prod/Test server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 30 users, medium reporting, low integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$15,890.00
Cost year 1	\$19,890.00
Each year after	\$15,890.00

4 Approval:

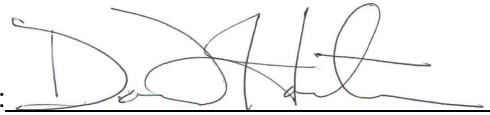
The parties hereto have caused this SOW to be executed by their respective duly authorized representatives as of the Effective Date hereof. All other terms and conditions of the Contract not expressly modified herein remain unchanged and in full force and effect.

Hosting Option Selection: (1) (2) (3) (4)

West Valley Water District:

Polaris Solutions:

By: _____

By:  _____

Name: _____

Name: David Hartman

Title: _____

Title: President

Date: _____

Date: September 17, 2019

Appendix A – Support Services Agreement

Per this agreement, Polaris Solutions, Inc. ("Polaris") will provide remote support and associated services for WVWD ("Client"). Said services will be focused on Client's Maximo® software only ("Software"). Related applications may include BIRT Reports, IBM WebSphere and Maximo®.

1. DESCRIPTION OF SERVICES & DELIVERABLES

This agreement provides support services to clients in the following areas:

- *Technical support (e.g. – remote break-fix support of WVWD's production environment, application server management, web server management, troubleshooting and resolution of reported issues including but not limited to the application, application server and/or the database).*
- *Remote-configuration support (e.g. – Polaris Support Team remotely accesses Client's system to diagnose and fix issues)*

2. SUPPORT PROCESS

Polaris will establish and maintain an agreed-upon process to provide infrastructure and L1 & L2 Maximo support services to Client. Support shall include (i) diagnosis of infrastructure and/or product defects within the Maximo® software and (ii) a resolution of the problem or performance deficiencies of the software. The support process utilized by Polaris is detailed below:

- a. Client reports the problem to the Polaris Support team either by phone or e-mail. A problem report should contain:
 - **User Name / Contact Information**
 - **Problem Severity**
 - **Problem Description: Client should report problem/issue to Polaris Support in a reproducible fashion, including:**
 - Detailed description of the issue
 - Screenshots of any error messages.
 - Screenshots of any screens/functions that are causing issue or require clarification.
 - Steps required to produce/reproduce error
- b. Polaris will address the support issue in accordance with the reported nature and priority (based upon the priority system described herein). As appropriate, Polaris will update the issue within the ticketing system and will provide current and relevant status updates. This Ticket ID will be used to identify the problem until it is resolved. It should also be referenced on all correspondences.
- c. Polaris will provide the Client with a solution in one or more of the following forms, as appropriate:
 - *Detailed issue resolution via phone and followed up with e-mail*
 - *All issue resolution details will be entered in the Support System for detailed tracking purposes.*

3. SUPPORT MODEL AND SERVICE LEVEL AGREEMENT

Polaris Solution’s support services delivery methodology consists of a comprehensive set of defined processes for providing technology support as follows:

Request by phone

Phone service is available during Polaris Solutions’ support standard hours of operation. Incidents reported by phone will be registered by Polaris Solutions Support.

Requests by email

An email service, support@<TBD>, will be available for submission of requests. Email reply is provided during Polaris Solutions’ support standard hours of operation. Incidents reported by email will be registered by Polaris Solutions Support.

Polaris’s Service Level for Response Time is provided below:

Priority	Definition	Time to Contact and Respond
P1	Production issues resulting in down time, the inability to utilize the system or critical business processes.	2 business hours during Polaris Solutions’ standard business hours
P2	Production issues related to non critical aspects or functionality, reports or queries. There may be an alternative solution or work around to conduct work.	8 business hours during Polaris Solutions’ standard business hours
P3	Development modifications, non critical support efforts, enhancement requests that are not required for daily operations.	Up to 5 business days during Polaris Solutions’ standard business hours

Polaris’s Service Level for Resolution Time is provided below:

Priority	Definition	Time to Resolve
P1	Production issues resulting in down time, the inability to utilize the system or critical business processes.	Up to 3 business days during Polaris Solutions’ standard business hours
P2	Production issues related to non critical aspects or functionality, reports or queries. There may be an alternative solution or work around to conduct work.	Up to 5 business days during Polaris Solutions’ standard business hours
P3	Development modifications, non critical support efforts, enhancement requests that are not required for daily operations.	Software release cycle



- The following event may impact service availability:
 - **Planned maintenance windows** - Change windows required to update and maintain the technical infrastructure and/or software on a periodic basis. Any such windows will be agreed-upon with client in order to ensure the least disruption.

4. OTHER REQUIREMENTS

- During Polaris's non-standard hours, WVWD can submit incidents via the established email account and Polaris will respond during Polaris's standard hours of operation.

5. SCHEDULE

Polaris will begin performing Services on the first business day after execution of this Support Services Agreement.

6. LOCATION

All Services and Deliverables to be performed remotely during Polaris Solutions' standard operating hours.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AGREEMENT FOR AS-NEEDED, ON-CALL TECHNICAL SERVICES WITH CAROLLO ENGINEERS, INC. FOR FIXED BED (FXB) & FLUIDIZED BED (FBR) BIOTREATMENT SYSTEMS AND WATER RESOURCES SUPPORT

BACKGROUND:

On May 6, 2019, the State Water Resources Control Board, Division of Drinking Water (DDW) issued a permit amendment to the domestic water supply permit to West Valley Water District (District) permitting the operation of the fixed bed biotreatment (FXB) system discharging into the water distribution system. As with the fluidized bed reactor (FBR) water treatment system, the FXB system removes nitrate and perchlorate in the groundwater from the Rialto-Colton Basin (Basin). On July 11, 2019, the Board of Directors awarded a contract to Carollo Engineers, Inc. for as-needed, on-call technical services for the period of one (1) year to assist in diagnosing problems, and troubleshooting of general issues of the FXB system given Carollo is the sole inventor of the FXB system (US Patent No. 9,850,160). Attached as **Exhibit B** is the staff report submitted on July 11, 2019.

DISCUSSION:

The initial agreement for professional services with Carollo Engineers, Inc. lacks the Carollo's standard agreement language for professional services. Additionally, support for FBR operations and water resources projects have been added to the agreement. Attached as **Exhibit A** is the Professional Services Agreement.

FISCAL IMPACT:

FXB Support is included in the Fiscal Year 2019/20 Operating Budget and will be funded from account numbers 100-5350-525-5340 titled "Professional Services/Other Consultants" with a budget of \$55,000.00. All performance pursuant to this contract shall be on an "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a Task Order.

The District has not put this item out for bid because FXB support is a sole source item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve an Agreement with Carollo Engineers, Inc. for As-Needed, On-Call Technical Services for FXB, FBR and Water Resources Support.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

1. Exhibit A - Professional Services Agreement
2. Exhibit B - Staff Report Submitted on July 11, 2019

EXHIBIT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 9th day of January, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Carollo Engineers, Inc. (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

(a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

(b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3** Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

- 2.5 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Consultant makes no warranty that District's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.
- 2.6 District shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by District or others in performing Consultant's services under this Agreement.
- 2.7 District shall arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services hereunder

Section 3. Additional Services and Changes in Services

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant represents that Consultant shall, prior to undertaking a Task Order:

- (a) investigate and consider the services to be performed;
- (b) carefully consider how and within what time frame the services should be performed;
- (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
- (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.

4.2 If services involve work upon any site, Consultant represent that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1** Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3** District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4** Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.

- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
- (a) Consultant furnishes proof of insurance (“Insurance”) as required under Exhibit “C” attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant’s own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, “Project Documents”) prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents. Documents, including drawings and specifications, prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by District or others for this Project or on any other project. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by Consultant for the specific purpose intended will be at District's sole risk and without liability or legal exposure to Consultant.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District’s prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2** Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.
- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct

of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.

- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12 Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.

- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall immediately notify District should Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's negligent performance of services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees to the extent caused by (a) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any negligent act, action, error or omission on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (b) the death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligent act, error, or omission of Consultant or its Representatives or its or their property; (c) any negligent violation or alleged negligent violation by Consultant of any law or regulation now or hereafter enacted; and (d) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right,

but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. Notwithstanding the foregoing, for any claim alleging Consultant's negligent performance of services, Consultant's obligations regarding District's defense under this paragraph include only the reimbursement of District's reasonable defense costs incurred to the extent of Consultant's negligence as expressly determined by a final judgment, arbitration, award, order, settlement, or other final resolution. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to District or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's sub-consultants, that impact project completion and/or success.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any

proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant , for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District’s approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

- 16.1 District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2 Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant’s possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.
- 16.3 Consultant acknowledges District’s right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District’s termination of this Agreement.

Section 17. Notices.

17.1 All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
Interim General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jess Brown, Vice President
(Tel.) (714) 593-5100
(Fax) (714) 593-5101

**** Please send all invoices by:**

Email: apinvoices@wvwd.org

or

*Mail: West Valley Water District
Accounts Payable
P.O. Box 190
Rialto, CA 92377*

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.
- 17.3** Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the Board of Directors of the District, or General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile

transmission. Such facsimile signature will have the same effect as an original signature.

- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.
- 18.14 Third Parties.** The services to be performed by Consultant are intended solely for the benefit of District. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFUYA & GARCIA LLP

By _____
Robert Tafuya

CONSULTANT:

CAROLLO ENGINEERS, INC.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 9th day of January, 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and Carollo Engineers, Inc., (“Consultant”).

RECITALS

- A. On or about January 9th, 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit “1” attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit “2” attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit “2,” unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit “1” in accordance with the schedule set forth in Exhibit “3” attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant’s own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., Interim General
Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

CAROLLO ENGINEERS, INC.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The consultant shall provide on-call engineering services; to assist District staff with operations, monitoring and reporting related its water treatment facilities; technical studies and reports; technical support for grant applications; project development activities , design and construction management services for O&M and small CIP projects, and other engineering tasks as assigned by General Manager or designee.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Staff	Engineer Classification	Rate/Hour	PECE¹
James Barazesh	Assistant Professional	\$181	\$12/Hour
Jess Brown	Lead Project Professional	\$283	\$12/Hour
Eric Mills	Lead Project Professional	\$265	\$12/Hour
1 Project Equipment and Communications Expense			

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed one hundred thousand dollars (\$100,000), in accordance with the fee schedule approved by the General Manager at the time of the work.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

EXHIBIT "3"
TO
TASK ORDER NO. 2
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement include but are not limited to:

James Barazesh – Assistant Professional

Jess Brown – Lead Project Professional

Eric Mills – Lead Project Professional

EXHIBIT C
INSURANCE

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles

or self-insured retentions with respect to the District's additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days prior written notice to District by mail. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District's right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant's expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the

Agreement.

- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.

EXHIBIT B



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: July 11, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN AGREEMENT FOR AS-NEEDED, ON-CALL
 TECHNICAL SERVICES WITH CAROLLO ENGINEERS, INC. FOR
 FIXED BED BIOTREATMENT (FXB) SUPPORT

BACKGROUND:

Construction, demonstration operation, and robustness testing of the fixed bed biotreatment (FXB) system is complete. In May 2019, the State Water Resources Control Board, Division of Drinking Water (DDW) issued a permit amendment to the domestic water supply permit to West Valley Water District (District) permitting the operation of the fixed bed biotreatment (FXB) system discharging into the water distribution system. As with the fluidized bed reactor (FBR) water treatment system, the FXB system removes nitrate and perchlorate in the groundwater from the Rialto-Colton Basin (Basin).

The FXB system will add increased capacity and provide additional data points for contaminant removal. The objective of the side-by-side comparison (FXB vs. FBR) is to determine the most efficient and cost-effective technology that could then be utilized in the cleanup of perchlorate nationwide. District staff will take over the operation of the FXB system from Carollo Engineers, Inc. (Carollo) within a few months.

DISCUSSION:

District staff has identified a need to have Carollo provide as-needed, on-call technical services for the period of one (1) year to assist in diagnosing problems, troubleshooting of general issues impacting water quality, reliability or compliance with the District's operations permit. Carollo is the sole inventor of the FXB system (US Patent No. 9,856,160). Attached as **Exhibit A** is the Sole Source Justification Form.

FISCAL IMPACT:

This item is included in the Fiscal Year 2019/20 Operating Budget and will be funded from account numbers 011-5350-531.33-30 titled "Professional Services/Other Consultants" with a budget of \$55,000.00. All performance pursuant to this contract shall be on an "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of a contract by the District shall not entitle the contractor to any form of payment or compensation from the District without first having issued tasking or request for services from the contractor and the subsequent issuance of a

Task Order.

The District has not put this item out for bid because this is a sole source item.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approve an Agreement with Carollo Engineers, Inc. for As-Needed, On-Call Technical Services for Fix Bed Biotreatment (FXB) Support for one year in the amount not to exceed \$50,000.00.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

1. Exhibit A - Sole Source Justification Form
2. Exhibit B - Proprietary Letter and US Patent
3. Exhibit C - Carollo Proposal
4. Exhibit D - Professional Services Agreement

MEETING HISTORY:

07/11/19 Board of Directors APPROVED

EXHIBIT A

Sole Source Justification

Professional Services for FXB Support

1. Why do we need to acquire the goods and services?

Ongoing work on the FXB system will be needed to ensure that the produced water meets the highest quality expectations that WVWD upholds. FXB system is Carollo Engineers, Inc.'s technology. District staff has identified a need to execute an agreement for the first year to assist in diagnosing problems, troubleshooting of general issues impacting water quality, reliability or compliance with the District's operations permit, and preparing the First-Year Performance Report per the FXB plant permit requirement.

2. Why are the goods or services the only ones that can meet your needs?

Carollo Engineers, Inc. designed the FXB and has been operating it. They have hands on experience with this exact system and understand the process extremely well, and thus, selecting them would be the optimal choice as other consulting firms would be unfamiliar with the process. Carollo Engineers, Inc. will expedite the process significantly.

3. Were alternative goods/services evaluated? If yes, why are those unacceptable?

Different consulting firms have not yet been evaluated as Carollo Engineers, Inc. is the key choice in a service contract as they designed, built, and operated the FXB system. Other consulting firms would be unacceptable as they don't know the process and technology.

4. What efforts were made to get the best price?

Carollo Engineers, Inc. offers their standard rates.

5. Why is price fair and reasonable?

The price is fair and reasonable.

6. What impact is there if the sole source is not used?

If Carollo Engineers, Inc. is not selected, other consulting firms would charge a significantly higher amount, take longer times to figure out necessary solutions, and be less familiar with the process. Carollo Engineers, Inc. is the obvious choice for an ongoing service contract.

Recommendation:

Supervisor/Department Head Signature: Joanne Chan Date: 6/20/19

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: Clarence C. Mansell, Jr. Date: 06/24/19

General Manager Print Name: Clarence C. Mansell, Jr.

EXHIBIT B



3150 Bristol Street, Suite 500, Costa Mesa, California 92626
P. 714.593.5100 F. 714.593.5101

June 3, 2019

Joanne Chan
Operations Manager
West Valley Water District
855 W. Base Line Road.
Rialto, CA 92377

Re: Two-Stage, Fixed-Bed Biotreatment System

Dear Ms. Chan,

This letter is to confirm that Carollo Engineers, Inc. is the sole inventor of the two-stage, fixed-bed biotreatment system (US Patent No. 9,856,160), which is in operation at West Valley Water District's headquarters facility in parallel with the fluidized-bed biotreatment plant. Should you have questions, please contact me at 714.593.5100 or jbrown@carollo.com.

Sincerely,

A handwritten signature in blue ink that reads "Jess C. Brown".

Jess Brown, Ph.D., P.E.
Senior Vice President
R&D Practice Director



US009856160B2

(12) **United States Patent**
Brown et al.

(10) **Patent No.:** **US 9,856,160 B2**
(45) **Date of Patent:** **Jan. 2, 2018**

(54) **BIOLOGICAL TWO-STAGE
CONTAMINATED WATER TREATMENT
SYSTEM**

(71) Applicant: **Carollo Engineers, Inc.**, Sacramento,
CA (US)

(72) Inventors: **Jess C. Brown**, Sarasota, FL (US);
Christopher T. Cleveland, Sacramento,
CA (US)

(73) Assignee: **BIOTTTA LLC**, Phoenix, AZ (US)

(*) Notice: Subject to any disclaimer, the term of this
patent is extended or adjusted under 35
U.S.C. 154(b) by 867 days.

(21) Appl. No.: **13/573,533**

(22) Filed: **Sep. 22, 2012**

(65) **Prior Publication Data**

US 2014/0083934 A1 Mar. 27, 2014

(51) **Int. Cl.**
C02F 1/72 (2006.01)
C02F 3/28 (2006.01)
(Continued)

(52) **U.S. Cl.**
CPC **C02F 1/722** (2013.01); **C02F 1/72**
(2013.01); **C02F 3/006** (2013.01); **C02F 3/12**
(2013.01);
(Continued)

(58) **Field of Classification Search**
CPC .. **C02F 1/66**; **C02F 1/722**; **C02F 3/006**; **C02F**
3/30; **C02F 2101/16**; **C02F 2101/105**;
(Continued)

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Primary Examiner — Katherine Zalasky

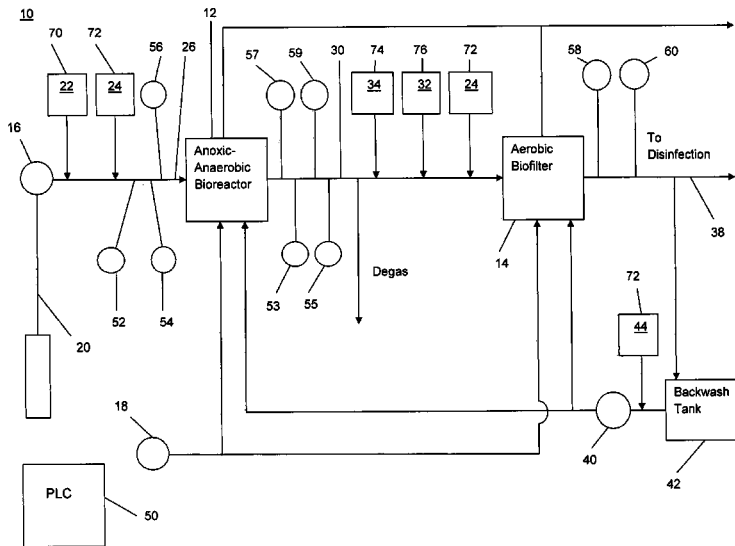
Assistant Examiner — Benjamin Lebron

(74) *Attorney, Agent, or Firm* — The Webb Law Firm

(57) **ABSTRACT**

The systems may be used for treatment of water that
contains contaminants. Water containing at least one of a
nitrate, percholate, chromate, selenate and a volatile organic
chemical is combined with nutrients and then is processed in
an anoxic-anaerobic bioreactor. The combined effluent may
also be oxygenated by dosing with hydrogen peroxide or
liquid oxygen. The combined effluent of the bioreactor is
dosed with a particle conditioning agent. The combined
effluent treated water of the bioreactor is then filtered in a
biofilter to produce a treated effluent stream. The influent
water and combined effluent of the anoxic-anaerobic biore-
actor may also be dosed with hydrogen peroxide to control
biomass content in the system.

17 Claims, 1 Drawing Sheet



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Page 2

- (51) **Int. Cl.**
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| <i>C02F 101/32</i> | (2006.01) | | | | | | | |
| <i>C02F 103/06</i> | (2006.01) | | | | | | | |
- (52) **U.S. Cl.**
- CPC *C02F 3/121* (2013.01); *C02F 3/28* (2013.01); *C02F 3/2806* (2013.01); *C02F 3/30* (2013.01); *C02F 9/00* (2013.01); *C02F 1/52* (2013.01); *C02F 3/1273* (2013.01); *C02F 3/2833* (2013.01); *C02F 3/302* (2013.01); *C02F 2003/001* (2013.01); *C02F 2003/003* (2013.01); *C02F 2101/106* (2013.01); *C02F 2101/12* (2013.01); *C02F 2101/163* (2013.01); *C02F 2101/22* (2013.01); *C02F 2101/322* (2013.01); *C02F 2103/06* (2013.01); *C02F 2209/001* (2013.01); *C02F 2209/003* (2013.01); *C02F 2209/03* (2013.01); *C02F 2209/11* (2013.01); *C02F 2209/15* (2013.01); *C02F 2209/22* (2013.01)
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- (58) **Field of Classification Search**
- CPC *C02F 2101/322*; *C02F 2103/007*; *C02F 2103/06*; *C02F 2101/106*; *C02F 2101/163*; *C02F 2101/12*; *C02F 2101/36*; *C02F 2101/22*; *C02F 3/00*; *C02F 3/02*; *C02F 3/12*; *C02F 3/28*; *C02F 1/72*; *C02F 1/52*; *C02F 2003/001*; *C02F 2003/003*; *C02F 2209/001*; *C02F 2209/003*; *C02F 2209/03*; *C02F 2209/11*; *C02F 2209/15*; *C02F 2209/22*; *C02F 3/1273*; *C02F 3/121*; *C02F 3/2806*; *C02F 3/2833*; *C02F 3/302*; *C02F 9/00*
- See application file for complete search history.

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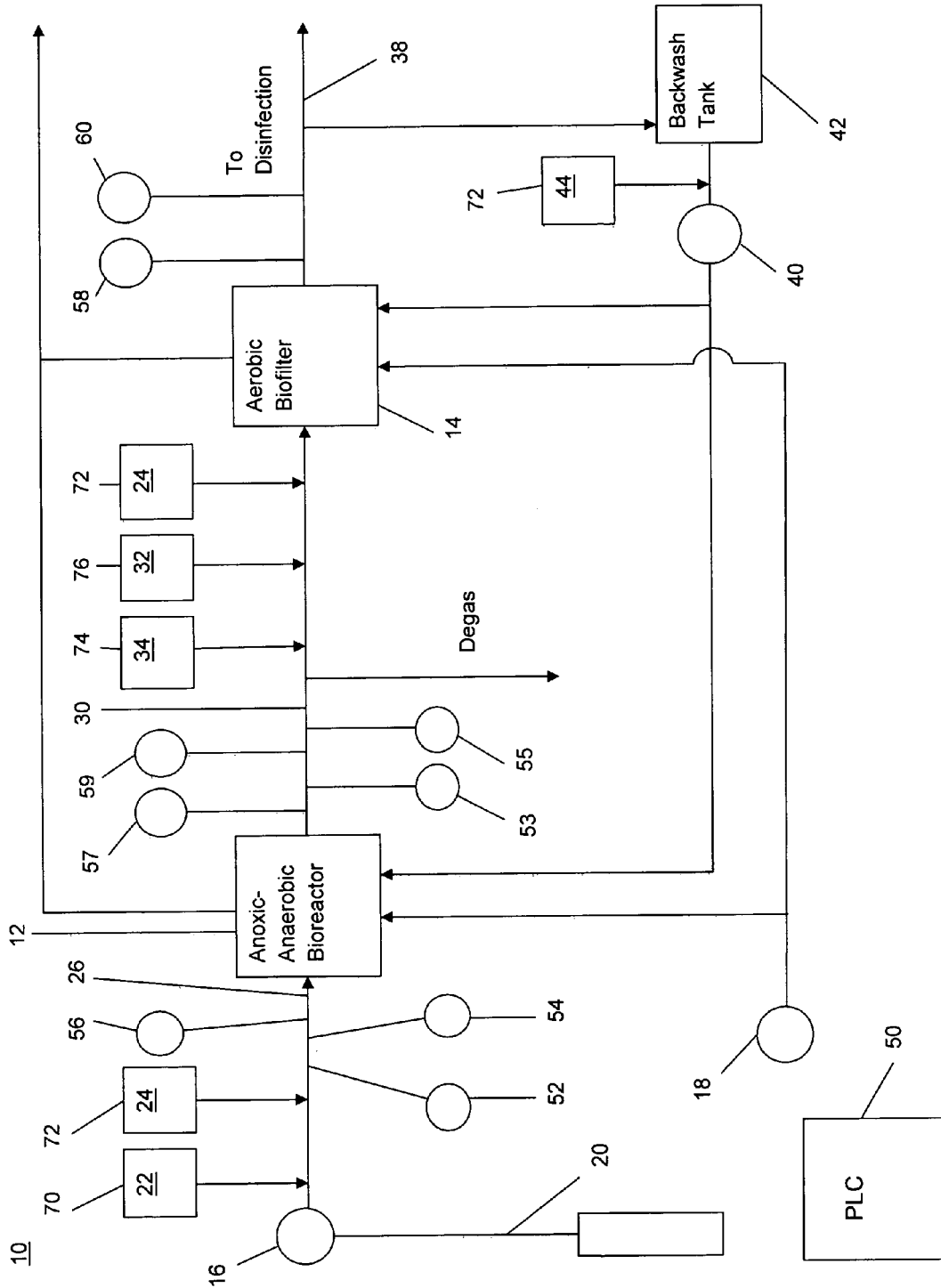
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**BIOLOGICAL TWO-STAGE
 CONTAMINATED WATER TREATMENT
 SYSTEM**

BACKGROUND OF THE INVENTION

This invention relates to processes and systems for treatment of groundwater or surface water that contains at least one of the following contaminants: nitrate, perchlorate, chromate, selenate, and volatile organic chemicals such as perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropanol, dibromochloropropane, and carbon tetrachloride. The new method implements a second treatment stage aerobic biofilter in combination with a first stage anoxic/anaerobic bioreactor with interstage oxygenation and particle conditioning addition.

Raw drinking water sources may contain nitrate, perchlorate, chromate, selenate, and one or more of various volatile organic chemicals, for example, perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropane, dibromochloropropane and carbon tetrachloride. There are numerous processes and technologies available for removing one or more of these contaminants from drinking water, including ion exchange, reverse osmosis, electrodi-
 alysis reversal, granular activated carbon adsorption, air stripping, and advanced oxidation. Each of these processes and technologies has one or more of the following disadvantages: exerts a high energy demand, exerts a high operational cost, generates of a high-strength concentrated waste stream that must be further treated or disposed, adds considerable salt to a given watershed, does not address all of the cited contaminants, is sensitive to raw water quality, and sensitive to operating conditions.

Various biological processes have also been tested and used to treat one or more of the cited contaminants. These processes are typically single stage biological reactors with upstream nutrient addition. These processes have one of more of the following disadvantages in that they: cannot treat all of the cited contaminants, produce excess biomass that can slough into the effluent of the bioreactor, can experience clogging due to the production of excessive extracellular polymeric substances, and can leak nutrients into the effluent, thereby causing biological regrowth potential and disinfection by-product formation potential.

Some processes may include an additional element with a particulate filter unit that may be sand, granular activated carbon, anthracite or similar media and may have a backwash system to reduce clogging and to fluidize the bioreactor bed. However, the filtration in these systems is for high rate particle filtration rather than for degrading and removing dissolved contaminants.

SUMMARY OF THE INVENTION

The present invention is directed to processes and systems for treatment of water that contains contaminants. Water containing at least one of a nitrate, percholate, chromate, selenate and a volatile organic chemical is combined with nutrients and then is processed in an anoxic-anaerobic bioreactor. The combined effluent of the bioreactor is dosed with a particle conditioning agent. The combined effluent may also be oxygenated by dosing with hydrogen peroxide or liquid oxygen. The combined effluent treated water of the bioreactor is then filtered in a biofilter to produce a treated effluent stream. The influent water and combined effluent of the anoxic-anaerobic bioreactor may also be dosed with hydrogen peroxide to control biomass content in the system.

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These and other features, aspects and advantages of the present invention will become better understood with reference to the following drawings, description and claims.

BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 illustrates a biological two-stage contaminated water treatment system according to an embodiment of the invention.

DETAILED DESCRIPTION

The following detailed description represents the best currently contemplated modes for carrying out the invention. The description is not to be taken in a limiting sense, but is made merely for the purpose of illustrating the general principles of the invention.

Referring to FIG. 1, a biological treatment system 10 for removing one or more contaminants from groundwater or surface water has a first stage bioreactor 12 and a second stage biofilter 14. The bioreactor 12 may be an anoxic-anaerobic bioreactor that receives influent raw drinking water 20 with nutrients 22 added. The nutrients 22 that may include acetic acid, ethanol, and glycerin as carbon source/electron donors, phosphorus in the form of phosphoric acid, and nitrogen in the form of ammonia (e.g., liquid ammonium sulfate) may serve to achieve microbial degradation of water contaminants that may include nitrate, perchlorate, chromate, selenate, perchloroethylene, trichloroethylene, trichloropropane, carbon tetrachloride, dibromochloropropane and other volatile organic chemicals. The dosing of the influent water with hydrogen peroxide 24 may limit biological clogging of the system 10.

The bioreactor 12 may be a suspended growth reactor, granular fixed-film reactor that is fixed-bed or fluidized bed, or membrane-based fixed-film reactors. The anoxic-anaerobic bioreactor 12 may degrade/remove nitrate, perchlorate, chromate, selenate, perchloroethylene, trichloroethylene, dichloroethylene, vinyl chloride, trichloropropanol, carbon tetrachloride, and other volatile organic chemicals.

After the dosed water influent stream 26 is treated across the bioreactor 12 the effluent treated water 30 may be dosed with oxygen 32 and dosed with a particle conditioning agent 34 in the interstage flow between the bioreactor 12 and the aerobic biofilter 14. The oxygenation 32 may be accomplished by dosing with hydrogen peroxide 24, liquid oxygen, by an aeration process such as fine-bubble diffusion or cascade aeration, or by an eduction process. The particle conditioning agent 34 dosing may be by use of a coagulant such as alum or ferric, or by use of a polymeric compound such as cationic polymer. The dosage of hydrogen peroxide 24 may be approximately 1 to 2 mg/L for biomass control and approximately 10 to 12 mg/L for oxygenation.

The effluent treated water 30 with added dosing in the interstage flow that may increase the oxidation-reduction potential of the water, release trapped nitrogen gas bubbles as necessary, and condition sloughed biomass is then processed in the aerobic biofilter 14. The aerobic biofilter 14 may be a granular media-based biofilter or a biologically active membrane filter. The aerobic biofilter 14 may degrade/remove remaining volatile organic chemicals, hydrogen sulfide, residual carbon nutrient, and sloughed biomass.

The system 10 control of biomass conditions in the anoxic-anaerobic bioreactor 12 and the aerobic biofilter 14 are important to the efficiency of removing the contaminants in the influent water 20 and in the effluent treated water 30.

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The contaminants in the influent water **20**, the nutrients **22** from nutrient dosing, and the constituents in the resulting effluent treated water **30** are further treated in the aerobic biofilter **14**. The biomass conditions at each stage **12**, **14** may be monitored for turbidity and pressure loss to measure 5
slime, sloughing, clogging and the like conditions. The dosing of influent water **20** and effluent treated water **30** with hydrogen peroxide **24** serves to chemically scour biomass and unclog the bioreactor **12** and biofilter **14**, and the conduit or piping for conducting fluids in the system **10**. The 10
hydrogen peroxide **24** may be dosed intermittently or continuously as controlled by a program logic control system **50**. There may also be a backwash pump **40** and backwash tank **42** to control or minimize biomass in the system **10** to reduce biological clogging of the bioreactor **12** and biofilter **14**. 15

The two-stage system **10** with a wide range in oxidation-reduction potential allows enhanced processing of the range of contaminants that can be degraded and removed. The destruction of multiple contaminants may be accomplished 20
with reduced energy input and without producing high-volume, high-strength waste streams. The contaminant removal performance has been demonstrated in analysis to be typically independent of raw water quality. The treated effluent stream **38** of the system **10** also has minimal 25
biomass.

Sensors and control devices may be used to monitor and control dosing at the various stages of the system **10**. The dosed nutrients **22** concentration is a function of the dissolved oxygen and nitrate concentration in the raw drinking 30
water **20**. Oxygen analyzers **52**, **53** and nitrate analyzers **54**, **55** measure the dissolved oxygen and nitrate in the raw drinking water **20** and effluent treated water **30** and transmit the data to the program logic controller **50** that correlates the data to then transmit control signals to a nutrient **22** dosing 35
unit **70** or feed pump to dose at a calculated concentration. Generally the program logic controller **50** will be programmed with a range of dissolved oxygen and nitrate that is desired in the effluent treated water **30** and when measured values are outside the ranges, the program logic controller 40
50 will adjust nutrients **22** dosing to correct the concentrations. This feed-forward, feed-backward nutrient **22** dose control **70** ensures that sufficient nutrients **22** are dosed to the system **10** while minimizing excess nutrients in the effluent treated water **30** of the anoxic-anaerobic bioreactor 45
12.

Pressure sensors **56**, **57**, **58** may be used to measure pressure drop between the influent drinking water **20** and the effluent treated water **30**, and between the effluent treated water **30** and the treated effluent stream **38**. Turbidity sensors 50
59, **60** may be used to measure turbidity of the effluent treated water **30** and treated effluent stream **38**. The measurements may be transmitted to the program logic controller **50** for calculating biomass conditions at each stage **12**, **14** to assess the slime growth, sloughing matter, clogging and 55
the like that is detrimental to efficient system **10** operation. Based on the measurement data the program logic controller **50** will adjust the dosing of hydrogen peroxide **24** by control of a hydrogen peroxide dosing unit **72** in water flows **26**, **30**, and will control backwash pump **40** and air blower **18** to 60
chemically scour and physical loosen and remove biomass accumulation in the system **10**. The measurement data may also be used to control and adjust dosing of the particle conditioning agent **34** by a particle condition unit **74** and of the liquid oxygen **32** by an oxygen dosing unit **76**. 65

While the invention has been particularly shown and described with respect to the illustrated embodiments

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thereof, it will be understood by those skilled in the art that the foregoing and other changes in form and details may be made therein without departing from the spirit and scope of the invention.

We claim:

1. A method for treatment of groundwater or surface water that contains contaminants comprising:

dosing an influent groundwater or surface water stream containing at least one of a nitrate, perchlorate, chromate, selenate and a volatile organic chemical with nutrients and, after dosing the influent groundwater or surface water stream, processing the influent groundwater or surface water stream in an anoxic-anaerobic bioreactor;

dosing an effluent treated water stream of said anoxic-anaerobic bioreactor with a particle conditioning agent; oxygenating said effluent treated water stream of said anoxic-anaerobic bioreactor;

after dosing the effluent treated water stream with the particle conditioning agent and oxygenating the effluent treated water stream, filtering the effluent treated water stream in an aerobic biofilter to produce a treated effluent stream, wherein the aerobic biofilter is a granular media-based biofilter;

dosing hydrogen peroxide to said influent groundwater or surface water stream to control biomass content;

dosing hydrogen peroxide to said effluent treated water stream in the interstage flow between the anoxic-anaerobic bioreactor and the aerobic biofilter for oxygenation;

measuring a nitrate concentration and dissolved oxygen concentration in the influent groundwater or surface water stream;

measuring a nitrate concentration and dissolved oxygen concentration in the effluent treated water stream; and

controlling, by a program logic controller, the dosing of the influent groundwater or surface water stream with nutrients based on the nitrate concentration and dissolved oxygen concentration in the influent groundwater or surface water stream and the effluent treated water stream.

2. The method as in claim 1 further comprising monitoring the pressure change and the turbidity in said anoxic-anaerobic bioreactor and in said aerobic biofilter for operation of a backwash pump to pump a fluid from a backwash tank to flow through said anoxic-anaerobic bioreactor and said aerobic biofilter to control biomass content.

3. The method as in claim 2 wherein said fluid is said treated effluent stream.

4. The method as in claim 3 wherein said fluid is dosed with hydrogen peroxide.

5. The method as in claim 1 wherein said nutrients are selected from the group consisting of organic carbon based electron donors, phosphorus and nitrogen.

6. The method as in claim 1 wherein said nutrients are acetic acid, phosphoric acid and liquid ammonium sulfate.

7. The method as in claim 1 wherein said anoxic-anaerobic bioreactor is selected from the group consisting of a suspended growth reactor and a fixed-film reactor.

8. The method as in claim 1 wherein said anoxic-anaerobic bioreactor is a fixed bed bioreactor with granular activated carbon for a biogrowth support medium.

9. The method as in claim 1 wherein oxygenating said effluent treated water stream comprises: dosing said effluent treated water stream with hydrogen peroxide; dosing said effluent treated water stream with liquid oxygen; fine bubble diffusion aeration of said effluent treated water stream;

cascade aeration of said effluent treated water stream; or
eduction of said effluent treated water stream.

10. The method as in claim 1 wherein said particle
conditioning agent is selected from the group consisting of
a coagulant and a polymeric compound. 5

11. The method as in claim 1 wherein said particle
conditioning agent is a cationic polymer.

12. The method as in claim 1 wherein said aerobic
biofilter is a fixed-bed biofilter with dual media of sand and
granular activated carbon. 10

13. The method as in claim 1 wherein said volatile organic
chemicals comprising:

at least one of perchloroethylene, trichloroethylene,
trichloropropane, carbon tetrachloride, dichloroethyl-
ene, vinyl chloride, dichloropropane, dibromochloro- 15
propane.

14. The method as in claim 1 wherein the dosing of
hydrogen peroxide is approximately 1 to 2 mg/L for biomass
control and approximately 10 to 12 mg/L for oxygenation.

15. The method as in claim 1 further comprising moni- 20
toring the pressure change and the turbidity in said anoxic-
anaerobic bioreactor and in said aerobic biofilter to control
dosing of said influent groundwater or surface water stream
and said effluent treated water stream with hydrogen perox-
ide. 25

16. The method of claim 1, wherein the influent ground-
water or surface water stream is surface water.

17. The method of claim 1, wherein the influent ground-
water or surface water stream is groundwater.

* * * * * 30

EXHIBIT C

May 22, 2019

SCOPE OF SERVICES - PROPOSAL

WEST VALLEY WATER DISTRICT

(DISTRICT)

AND

CAROLLO ENGINEERS, INC.

(CAROLLO)

Continuing Services for Fixed-Bed Biological Treatment Plant Operations, Monitoring, and Reporting

PURPOSE

The purpose of this proposal is to provide one year of on-call technical services to assist District staff when needed with the operation, monitoring, and reporting related to their fixed-bed biological treatment plant. The general task elements are indicated in the list below. CONSULTANT will obtain CITY direction and approval prior to proceeding.

- Remote monitoring of the process and providing observations and operational assistance as needed.
- Troubleshooting of general issues impacting water quality, reliability or compliance with the DISTRICT's operations permit.
- Assistance in diagnosing problems and identifying parts replacements for equipment (to be purchased by the DISTRICT).

TIME OF PERFORMANCE

Tasks within this on-call technical services agreement will be completed within 12 months following notice to proceed.

PAYMENT

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed fifty thousand dollars (\$50,000), in accordance with the fee schedule established at the time services are provided. The current fee schedule, dated January 1, 2019, is attached hereto. The not-to-exceed total is based on the anticipated work effort shown in the table below.

Staff	Engineer Classification	Regular Support Hours	Total Hours	Rate/hour	PECE ¹	Total
James Barazesh	Assistant Professional	12/month	144	\$181	\$12/hour	\$27,792
Jess Brown	Lead Project Professional	6/month	72	\$283	\$12/hour	\$21,240
Total (rounded)						\$50,000
1 Project Equipment and Communication Expense						

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, the day and year first above written.

WEST VALLEY WATER DISTRICT

CAROLLO ENGINEERS, INC.

Clarence Mansell Jr., General Manager

Jess Brown, Senior Vice President

CAROLLO ENGINEERS, INC.**FEE SCHEDULE**

**As of January 1, 2019
California**

	<u>Hourly Rate</u>
Engineers/Scientists	
Assistant Professional	\$181.00
Professional	222.00
Project Professional	263.00
Lead Project Professional	283.00
Senior Professional	306.00
Technicians	
Technicians	137.00
Senior Technicians	191.00
Support Staff	
Document Processing / Clerical	120.00
Project Equipment Communication Expense (PECE) Per DL Hour	12.00
Other Direct Expenses	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2019	\$.58 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0

EXHIBIT D



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this _____ (“Effective Date”) is by and between West Valley Water District (“District”) and Carollo Engineers, Inc. (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

A. The Parties desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Consultant shall provide certain services to District.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

The term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.

Section 2. Scope and Performance of Services.

2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District (“Authorized Representative”) issue task orders (“Task Orders”) to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit “A” attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.

(b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as otherwise expressly specified in this Agreement, necessary or proper to perform and complete the services required of Consultant under this Agreement.

- 2.3 Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are listed in Exhibit "B" attached hereto and by this reference incorporated herein ("Key Personnel").
- 2.4 Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

- 3.1 Consultant will not be compensated for any services rendered in connection with its performance of this Agreement that are in addition to or outside of those set forth in the Task Orders, unless such additional services are authorized in advance and in writing by District.
- 3.2 If Consultant believes that additional services are needed to complete a Task Order, Consultant will provide the Authorized Representative with written notification describing the proposed additional services, the reasons for such services, and a detailed proposal regarding cost.
- 3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

- 4.1 By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
 - (a) investigate and consider the services to be performed;
 - (b) carefully consider how and within what time frame the services should be performed;
 - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
 - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, and the total cost of the services.
- 5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

- 6.1 Consultant will not perform any services under this Agreement until:
 - (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
 - (b) Consultant provides District with a Taxpayer Identification Number.
- 6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such

documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

- 8.3** Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by District.
- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

Section 10. Compliance with Applicable Laws.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during

the term of this Agreement.

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that neither Consultant, nor any officer, principal or employee of its firm will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall immediately notify District's Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this

Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

16.1 District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.

16.2 Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding

services performed and expenses incurred by Consultant as of the date of termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

- 17.1** All written notices required or permitted to be given under this Agreement will be deemed made when received by the other Party at its respective address as follows:

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

(Tel.) 909-875-1804
(Fax) 909-875-1849

To Consultant: Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jess Brown
Senior Vice President

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

- 17.3 Any Party may change its notice information by giving notice to the other Party in compliance with this section.

Section 18. General Provisions.

- 18.1 **Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 **Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 **Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 **Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and by the Board of Directors of the District, or General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 **Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 **Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,

a public agency of the State of California

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. _1__

This Task Order ("Task Order") is executed this 20th day of June, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Carrollo Engineers, Inc ("Consultant").

RECITALS

- A. On or about June 20, 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

1. Consultant agrees to perform the services set forth on Exhibit "1" attached hereto and by this reference incorporated herein.
2. Subject to any limitations in the Agreement, District shall pay to Consultant the amounts specified in Exhibit "2" attached hereto and by this reference incorporated herein. The total compensation, including reimbursement for actual expenses, may not exceed the amount set forth in Exhibit "2," unless additional compensation is approved in writing by the District.
3. Consultant shall perform the services described in Exhibit "1" in accordance with the schedule set forth in Exhibit "3" attached hereto and by this reference incorporated herein. Consultant shall commence work immediately upon receipt of a notice to proceed from the District. District will have no obligation to pay for any services rendered by Consultant in advance of receipt of the notice to proceed, and Consultant acknowledges that any such services are at Consultant's own risk.
4. The provisions of the Agreement shall apply to this Task Order. As such, the terms and conditions of the Agreement are hereby incorporated herein by this reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Task Order to be executed effective as of the day and year first above written.

DISTRICT:

**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. __1__

SCOPE OF SERVICES

The purpose of this proposal is to provide one year of on-call technical services to assist District staff when needed with the operation, monitoring, and reporting related to their fixed-bed biological treatment plant. The general task elements are indicated in the list below. Consultant will obtain District’s direction and approval prior to proceeding.

- Remote monitoring of the process and providing observations and operational assistance as needed.
- Troubleshooting of general issues impacting water quality, reliability or compliance with the District’s operations permit.
- Assistance in diagnosing problems and identifying parts replacements for equipment (to be purchased by the District).

EXHIBIT “2”
TO
TASK ORDER NO. _1_

COMPENSATION

Staff	Engineer Classification	Regular Support Hours	Total Hours	Rate/hour	PECE ¹	Total
James Barazesh	Assistant Professional	12/month	144	\$181	\$12/hour	\$27,792
Jess Brown	Lead Project Professional	6/month	72	\$283	\$12/hour	\$21,240
Total (rounded)						\$50,000
1 Project Equipment and Communication Expense						

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed fifty thousand dollars (\$50,000), in accordance with the fee schedule established at the time services are provided.

EXHIBIT “3”
TO
TASK ORDER NO. __1__
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

1. Consultant's designated representative(s) who are authorized to act on its behalf and to make all decisions in connection with the performance of services under this Agreement are:

James Barazesh – Assistant Professional

Jess Brown – Lead Project Professional

EXHIBIT C
INSURANCE

INSURANCE

A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Consultant must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits (combined single)</u>
Commercial General Liability:	\$1,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000
Workers Compensation	Statutory Requirement.

B. **Commercial General Liability Insurance.** The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an “occurrence” not a “claims made” basis.

C. **Business Automobile Insurance.** Automobile coverage must be written on forms subject to the written approval of District.

D. **Professional Liability Insurance.** This coverage must be on an “occurrence” basis, including coverage for contractual liability. The Professional Liability Insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement.

E. **Workers Compensation.** Consultant must have a State of California approved policy form providing the statutory benefits required by law with employer’s liability limits of no less than \$1,000,000 per accident for all covered losses, or Consultant must provide evidence of an approved self-insurance program.

F. **Additional Insureds.** Each Commercial General Liability Insurance policy and Business Auto Insurance policy must provide that the District, its officials, officers, employees, agents and volunteers are “additional insureds” under the terms of the policy, and must provide that an act or omission of one the insureds will not reduce or avoid coverage to the other insureds.

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages,

expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Consultant under this Agreement must state that such insurance will be deemed “primary” so that any insurance that may be carried by District will be deemed excess to that of Consultant. This endorsement must be reflected on forms as determined by District.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Consultant must file with the District certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by District. These certificates of insurance and endorsements must be in a form approved by the Legal Counsel. Consultant must maintain current certificates and endorsements on file with District during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days prior written notice to District by certified mail, return receipt requested. The delivery to District of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive the District’s right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Consultant under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VII or better by the latest edition of A.M. Best’s Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to District.
- L. **Waiver of Subrogation Rights.** Consultant and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against District, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to the District evidencing this waiver of subrogation rights.
- M. **Failure to Maintain Required Insurance.** If Consultant, for any reason, fails to obtain and maintain the insurance required by this Agreement, District may obtain such coverage at Consultant’s expense and deduct the cost of such insurance from payments due to Consultant under this Agreement or may terminate the Agreement.

- N. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Consultant's indemnity obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



LOOKS
Good
RM

Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps**, with principal office located at 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638. Our corporate correspondence Mailing Address is **PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **WEST VALLEY WATER DISTRICT**, with its principal municipal office located at **855 W. Base Line Road, Rialto, CA 92376** ("DISTRICT") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
 - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work described on Exhibit A under DISTRICT's supervision at the locations specified on Exhibit A;
 - b. Pay Assigned Employees' wages every two weeks and provide them with the benefits that STAFFING FIRM offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

DISTRICT's Duties and Responsibilities

2. DISTRICT will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and



- e. Exclude Assigned Employees from DISTRICT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. DISTRICT is authorized to direct STAFFING FIRM's employees to drive DISTRICT vehicles and equipment if DISTRICT assumes liability for STAFFING FIRM's employees under DISTRICT's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Delinquent Invoice Charges

3. DISTRICT will direct its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks upon receipt when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized DISTRICT staff, at the hourly bill rates set forth on the Exhibit A attached to this Agreement. STAFFING FIRM shall email invoices to DISTRICT for services provided under this Agreement on a Bi-Weekly basis. DISTRICT shall sign STAFFING FIRM timesheets every other Friday by 6pm, as shown in Exhibit B, to allow STAFFING FIRM employees to be paid timely every two weeks. **DISTRICT agrees to pay a LATE FEE of 10% of the invoice due on the 31st day following the date of the invoice.**
4. STAFFING FIRM shall email invoices and supporting timesheets directly to the DISTRICT's Accounts Payable office with a copy sent to other District Departments if so directed by the DISTRICT, however, **DISTRICT shall NOT allow Accounts Payable or any District Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
5. STAFFING FIRM may assign two classes of Employees to the DISTRICT: (1) **Salary**, which are employees exempt from overtime pay, and (2) **Non-Salary**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the DISTRICT. The Bi-Weekly invoice for Salary employees is billed at a flat rate as approved in the attached Exhibit "A". The Bi-Weekly invoice for Non-Salary employees is billed at an hourly rate as shown in the attached Exhibit "A". The hourly bill rate for Non-Salary employees will be **billed at premium bill rates only if DISTRICT directs STAFFING FIRM employees to work "outside" the work schedule approved in advance by DISTRICT and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by DISTRICT in advance in the attached Exhibit "A".

Confidential Information

6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their DISTRICTs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of DISTRICT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold DISTRICT and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. To the extent permitted by law, DISTRICT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by DISTRICT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of DISTRICT or DISTRICT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

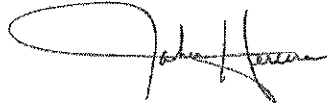
13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective after termination or renewal of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
19. DISTRICT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
22. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

23. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

WEST VALLEY WATER DISTRICT	GOVERNMENT STAFFING SERVICES, INC.
Signature	 Signature
Printed Name	John Herrera, CPA Printed Name
Title	President / CEO Title
Date	01/13/2020 Date



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality: West Valley Water District

Notes

Client Contact: Clarence Mansell

General Manager

Interim Position: HR & Risk Manager

Martin Pinon

Class of Assignment: Non-Salary (Hourly)

Non-Salary (Hourly) Assignments May Be Subject To Overtime Bill Rates as explained below.

Bill Rate per Hour: \$125

Hours per Week: 40

Monday through Friday, 8:00AM to 5:30PM

Work Schedule: Regular Schedule

Start Date: 1/16/2020

Expected Duration: OPEN

Depending on Needs of District.

PROPER SUPERVISION

District will properly supervise MuniTemp employee(s) performing its work and be responsible for its business operations, services, and intellectual property. District will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemp employees to operate any vehicle or mobile equipment unless approved by MuniTemp in writing.

JOB DESCRIPTION

Responsible for managing all phases of the personnel and risk management programs, including recruitment and selection, position classification, compensation, employee and labor relations, employee development, employee benefits, workers' compensation and liability. Directs the work of professional, administrative and support staff and exercises considerable independent judgment and discretion in the performance of duties

OVERTIME / DOUBLETIME BILL RATES

Unless approved in advance in writing, District will NOT allow MuniTemp employee to work hours outside the above stated work schedule as this will trigger overtime or doubletime bill rates. The hourly bill rate will be billed at 150% for any overtime hours and 200% for doubletime hours worked by MuniTemp employees. District agrees to pay for any overtime or doubletime hours as requested and pre-approved by the District and verified on the signed timesheets.

DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES

District may hire MuniTemp associate (Martin Pinon) "directly" as Employee or as Independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion as follows:

- (1) If MuniTemp associate has worked a "minimum of" 980 hours on this assignment at District (per this Exhibit A), District shall pay a direct hire / conversion fee equal to 9% of the annualized hourly pay rate (pay rate x 2,080) offered by District to MuniTemp associate.
- (2) If MuniTemp associate has worked "less than" 980 hours on this assignment at District (per this Exhibit A), District shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by District to MuniTemp associate.

INVOICING & TIMESHHEET APPROVER: District shall fill out the information below for District representative who will sign the bi-weekly timesheet.

Note: A/P is primary contact to receive vendor invoices to pay MuniTemp invoices when accompanied by signed timesheet.

Name: _____

Title: _____

Email: _____

Authorized Signature: _____

District Representative

Date

GOVERNMENT STAFFING SERVICES, INC.



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munittemps.com

EXHIBIT "A" of Municipal Staffing Agreement

Municipality: West Valley Water District

Notes

Client Contact: Clarence Mansell

General Manager

Interim Position: HR & Risk Manager

Martin Pinon

Class of Assignment: Non-Salary (Hourly)

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Monday through Friday, 8:00AM to 5:30PM

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Expected Duration: OPEN

Depending on Needs of District.

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District will properly supervise Munittemps employee(s) performing its work and be responsible for its business operations, services, and intellectual property. District will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit Munittemps employees to operate any vehicle or mobile equipment unless approved by Munittemps in writing.

JOB DESCRIPTION

Responsible for managing all phases of the personnel and risk management programs, including recruitment and selection, position classification, compensation, employee and labor relations, employee development, employee benefits, workers' compensation and liability. Directs the work of professional, administrative and support staff and exercises considerable independent judgment and discretion in the performance of duties.

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Name: _____

Title: _____

Email: _____

Authorized Signature: _____

District Representative

Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RESOLUTION 2020-1 APPROVING A TEMPORARY FREEZE ON
HIRING DISTRICT PERSONNEL

DISCUSSION:

West Valley Water District will commence with a temporary freeze on hiring of District personnel. The District will undertake its fiduciary responsibility to ensure recruitment and staffing of District personnel is being conducted in accordance with District policy, procedures, and to the expectation of District ratepayers. The District will assess its current state of staffing levels and staffing procedures within the district.

FISCAL IMPACT:

No Fiscal Impact

STAFF RECOMMENDATION:

Respectfully Submitted,

Clarence Mansell Jr, General Manager

PMB

ATTACHMENT(S):

1. 2697

MEETING HISTORY:

12/19/19 Board of Directors TABLED Next: 01/16/20

**RESOLUTION NO. 2020-1
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT APPROVING
A TEMPORARY FREEZE ON HIRING OF DISTRICT PERSONNEL**

WHEREAS, the West Valley Water District (“District”) must undertake its fiduciary responsibility to ensure recruitment and staffing of District personnel is being conducted in accordance with District policy, procedures, and to the expectation of District ratepayers; and

WHEREAS, the District will assess its current state of staffing levels and staffing procedures within the district.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. The District hereby puts forth a temporary ban, with exceptions, on recruitment and staffing efforts in the hiring of new personnel into the District, the promotion and/or transfer of existing personnel within the District, as well as salary increases to existing personnel. This temporary ban may only be lifted by a duly adopted resolution of the Board reenacting the recruitment and staffing efforts or pay increases of the District.

SECTION 2. It is hereby understood that the following exceptions apply to the ban on recruitment and staffing efforts of the District:

- 1) Critical Positions: Should the vacancy of any position be deemed as critical to the safe and effective operations of the District, the General Manager may present to the Board for approval to resume recruitment and staffing efforts, internal transfers, or promotions for that position only. The Board must approve any request to commence recruitment and staffing, internal transfers, or promotional efforts in order for the District to proceed.
- 2) Salary Increases: Salary increases related to personnel performance evaluations are exempt from this ban and may continue so far in that said increase is conducted in accordance with existing District policies and procedures.

**ADOPTED, SIGNED AND APPROVED THIS 16th DAY OF JANUARY, 2020 BY
THE FOLLOWING VOTE:**

**AYES: DIRECTORS:
NOES: DIRECTORS:**

ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Channing Hawkins
President of the Board of Directors of the
West Valley Water District

ATTEST:

Crystal Escalera
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER NO. 4 FOR THE CUSTOMER SERVICE FOYER RENOVATION

BACKGROUND:

The West Valley Water District (“District”) has identified a need to improve the Customer Service Foyer and the Administration Foyer. The project goal is to make these areas inviting and comfortable for our customers and the general public with structural and aesthetic enhancements.

This item was presented to the Engineering and Planning Committee on March 15, May 23, and July 12, 2017. At the May 23rd meeting Ruhnau Clarke Architects (“Architect”) was directed by the Engineering and Planning Committee Directors to prepare an update to the Conceptual Design options for both Foyers. These options were presented to the committee on July 12th were Option 2B was selected as the preferred Customer Service Foyer layout and Options 3A and 5A for the Administration Foyer. The Engineering and Planning Committee directed District Staff to have this item considered by the full Board of Directors. This item was presented to the full Board of Directors at the Board Meeting on August 3, 2017. At the August 3rd meeting the Board of Directors selected Options 2B and 3A and authorized the General Manager to negotiate a scope of work and fee with the Architect for a final design services task order based on Board selected options.

On May 29, 2018 the City of Rialto (“City”) approved the drawings for the Foyers Project prepared by the Architect.

District Staff was directed to remove the Administration Foyer from the scope of work and bidding documents. On June 25, 2018 the District Staff and Architect held a meeting to discuss separating the phasing schedule and scope of work Not-In-Contract (“NIC”). The Architect was directed to prepare an updated set of plans and specifications identifying which areas are NIC.

On July 2, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Renovation Project. On July 30, 2018 one (1) bid was received. This item was presented to the Engineering and Planning Committee on August 8, 2018. At the August 8th, 2018 meeting District Staff was directed to re-bid the Customer Service Foyer Renovation Project (“Foyer Project”) and publically advertise in a newspaper.

On September 25, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Project

to general building contractors and eight (8) construction firms. On September 28, 2018 the Bid Notice Inviting Bids for the Foyer Project was published in the San Bernardino County Sun newspaper. On October 30, 2018 four (4) bid were received.

DISCUSSION:

On January 25, 2019, the District entered into a contract with Caltec Corporation for the construction of the Customer Service Foyer Renovation Capital Improvement Project. While demolishing and preparing the site for improvements, the Contractor encountered the following unforeseen items that needed to be added to the scope of work and adjusted in the field to complete the project:

- Existing outlet required wall plug, removal of electrical boxes, reconnect conduit, install new circuits and domo portion of existing floor
- Additional exterior concrete slab work needed to adjust and join new elevations to existing elevations at the entrance door
- Moisture Remediation required at resilient flooring location due to moisture levels in concrete slab
- Roofing patch and sheet metal needed at extended roof and skylight patches
- Cabinet locks and elbow catch at all double doors of base cabinets needed to secure the files
- Existing duct collapsed above ceiling, required to be replaced by city inspector
- Existing portion of hallway tile needed to be demolished and replaced with new tile due the de-scope of the hallway work which included installation of carpet tile
- Exterior paint required to patch stucco wall and match existing
- City of Rialto Building Permit Fees BLD 19-1888 Reimbursable to Contractor

The items listed above the original contract amount was required. Caltec Corporation has submitted Change Order No. 4 to cover the cost for this additional work.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W17040 Customer Service Foyer Renovation. This change order will increase the contract amount by \$29,386.66 for a total of \$667,058.66. A copy of Change Order No. 4 is attached as **Exhibit A**. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$320,762.00	\$0.00	(\$29,386.66)	\$291,375.34
W17040 Customer Service Foyer Renovation	\$0.00	\$29,386.66	\$29,386.66	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize staff to approve Change Order No. 4 for

the Customer Service Foyer Renovation Construction Capital Improvement Project in the amount of \$29,386.66 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Caltec Corporation Change Order No. 4

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Caltec Corporation
8732 Westminster Blvd. Suite 2
Westminster, CA 92683

PROJECT: West Valley Water District Foyer
Renovation

Change Order No. 4 Agreement Date: January 25, 2019

Date: 01/10/2020 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. COR 21 – Electrical Outlets	\$ 3,349.18	
2. COR 23 – Additional Exterior Work Slab – RFI 53	\$ 2,446.31	
3. COR 24R1 – Moisture Remediation	\$ 3,413.86	
4. COR 25 – Roofing patch – AFO 09 – RFI 55	\$13,162.72	
5. COR 26R1 – Cabinet Locks - AFO 11	\$ 1,588.98	
6. COR 28 – HVAC duct replacement – RFI 63	\$ 905.25	
7. COR 29 – Hallway Tile Patch	\$ 3,173.24	
8. COR 30 – Exterior Paint	\$ 998.12	
9. City of Rialto Building Permit Fees BLD 19-1888	\$ 349.00	
Total, for Item I	\$29,386.66 - \$0.00	

TOTAL FOR CHANGE ORDER NO. 4 \$29,386.66

II. CONTRACT TIME

Increased 0 calendar days

III. JUSTIFICATION:

1. COR 21 - Existing outlet required wall plug, removal of electrical boxes, reconnect conduit, install new circuits and domo portion of existing floor.
2. COR 23 – Additional exterior concrete slab work needed to adjust and join new elevations to existing elevations at the entrance door.
3. COR 24R1 – Moisture Remediation required at resilient flooring location due to moisture levels in concrete slab.
4. COR 25 – Roofing patch and sheet metal needed at extended roof and skylight patches.
5. COR 26R1 – Cabinet locks and elbow catch at all double doors of base cabinets needed to secure the files.
6. COR 28 – Existing duct collapsed above ceiling, required to be replaced by city inspector.
7. COR 29 – Existing portion of hallway tile needed to be demolished and replaced with new tile due the de-scope of the hallway work which included installation of carpet tile.
8. COR 30 – Exterior paint required to patch stucco wall and match existing.
9. City of Rialto Building Permit Fees BLD 19-1888 Reimbursable to Contractor.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION FOR SIGNATORY CHANGES FOR JP MORGAN CHASE, CALTRUST, LOCAL AGENCY INVESTMENT FUND (LAIF) AND US BANK ACCOUNTS

BACKGROUND:

West Valley Water District (the “District”) has funds deposited with JP Morgan Chase and US Bank (custodial investment account). The District has funds invested with CalTrust, Chandler Asset Management and LAIF. Funds must be accessible to meet daily financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the District with regards to these financial assets.

DISCUSSION:

Financial Institutions require a signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the District so that operational and investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

JP Morgan Chase – General Government Checking Account
 JP Morgan Chase – UTC Routine Checking Account
 JP Morgan Chase – UTC Non-Routine Checking Account
 CalTrust Polled Investment Fund
 Chandler Asset Management and US Bank National Association
 Local Agency Investment Fund

The attached resolutions require approval to amend account access.

FISCAL IMPACT:

No Fiscal Impact

STAFF RECOMMENDATION:

Please approve/provide directions to present to the Board of Directors the resolutions authorizing the signatory changes on the financial institutions’ accounts for approval.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

SM

ATTACHMENT(S):

1. CalTrust - 2567
2. Res 2019-23_CalTrust-Example
3. Chase - 2568
4. Res 2019-22_JPMorganChase - Example
5. LAIF - 2572
6. Res 2019-24_LAIF-Example
7. U.S. Bank-2566
8. Res 2019-21_US-Bank -Example
9. Task Order Spreadsheet

**AMENED RESOLUTION NO. 2020-2
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND**

WHEREAS, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-23 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Director Donald Olinger be removed from the CalTrust Fund. The following successors are added President Channing Hawkins, Director Dr. Michael Taylor, Vice President Kyle Crowther, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford Young
Director

Clarence C. Mansell, Jr.
General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective January 16, 2020 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 16th DAY OF January 16, 2020 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Channing Hawkins
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

AMENED RESOLUTION NO. 2019-23
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND

WHEREAS, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.


WHEREAS, the District Board of Directors hereby amend Resolution No 2019-16 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the CalTrust Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:



 Dr. Michael Taylor
 President, Board of Directors



 Kyle Crowther
 Vice President, Board of Directors



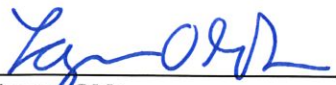
 Donald Olinger
 Director

 Dr. Clifford Young
 Director

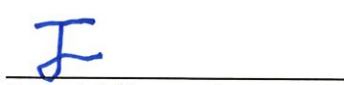
 Greg Young
 Director




 Clarence C. Mansell, Jr.
 General Manager



 Logan Olds
 Assistant General Manager



 Jeremiah Brosowske
 Assistant General Manager



 Shamindra Manbahal
 Chief Financial Officer

Section 2. That said Resolution shall be effective August 27th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.


ADOPTED, SIGNED, AND APPROVED THIS 27th DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS: Michael Taylor, Kyle Crowther, Don Olinger
NOES:	DIRECTORS:
ABSENT:	DIRECTORS: Clifford Young, Greg Young
ABSTAIN:	DIRECTORS:



Dr. Michael Taylor
President, Board of Directors

ATTEST:



Crystal L. Escalera
Board Secretary

**AMENDED RESOLUTION NO. 2020-3
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-22 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1 The following District officer holding the title of Director Donald Olinger be removed from the Chase Bank Accounts. President Channing Hawkins, Vice President Kyle Crowther, Director Dr. Michael Taylor, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in ALL J.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford Young
Director

Clarence C. Mansell, Jr.
General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective January 16, 2020 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPROVED THIS 16th DAY OF January, 2020 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Channing Hawkins
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

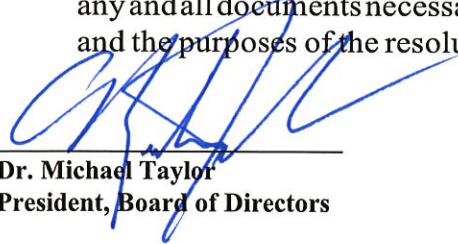
**AMENDED RESOLUTION NO. 2019-22
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

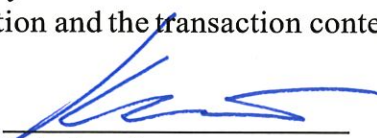
WHEREAS, amending Resolution No. 2019-18 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

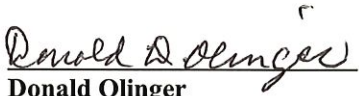
BE IT FURTHER RESOLVED, as follows: Section 1 The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the Chase Bank Accounts. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in ALL J.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:



Dr. Michael Taylor
President, Board of Directors




Kyle Crowther
Vice President, Board of Directors




Donald Olinger
Director

Dr. Clifford Young
Director


Greg Young
Director



Clarence C. Mansell, Jr.
General Manager



Logan Olds
Assistant General Manager



Jeremiah Brosowske
Assistant General Manager



Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective August 27th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office


ADOPTED, SIGNED, AND APPROVED THIS 27th DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS: Michael Taylor, Kyle Crowther, Don Olinger
NOES:	DIRECTORS:
ABSENT:	DIRECTORS: Clifford Young, Greg Young
ABSTAIN:	DIRECTORS:



Dr. Michael Taylor
President, Board of Directors

ATTEST:



Crystal L. Escalera
Board Secretary

**AMENDED RESOLUTION NO. 2020-4
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-24 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officers holding the title of Director Donald Olinger be removed from the Local Agency Investment Fund. The following successors are added President Channing Hawkins, Director Dr. Michael Taylor, Vice President Kyle Crowther, Director Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford Young
Director

Clarence C. Mansell, Jr.
General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective January 16, 2020 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 16th DAY OF January, 2020 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Channing Hawkins
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

AMENDED RESOLUTION NO. 2019-24
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY
INVESTMENT FUND

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.


WHEREAS, amending Resolution No. 2019-15 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officers holding the title of Assistant General Manager Ricardo Pacheco be removed from the Local Agency Investment Fund. The following successors are added President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:



 Dr. Michael Taylor
 President, Board of Directors




 Kyle Crowther
 Vice President, Board of Directors



 Donald Olinger
 Director

 Dr. Clifford Young
 Director


 Greg Young
 Director



 Clarence C. Mansell, Jr.
 General Manager



 Logan Olds
 Assistant General Manager



 Jeremiah Brosowske
 Assistant General Manager



 Shamindra Manbahal
 Chief Financial Officer

Section 2. That said Resolution shall be effective August 27th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.


ADOPTED, SIGNED, AND APPROVED THIS 27th DAY OF AUGUST, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS: Michael Taylor, Kyle Crowther, Don Olinger
NOES	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS: Clifford Young, Greg Young
	DIRECTORS:



Dr. Michael Taylor
President, Board of Directors

ATTEST:



Crystal L. Escalera
Board Secretary

**RESOLUTION NO. 2020-5
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- US BANK**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-21 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, US Bank is to act as custodian of funds managed by Chandler.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Director Donald Olinger be removed from the US Bank National Association ("US Bank"). President Channing Hawkins, Vice President Kyle Crowther, Director Dr. Michael Taylor, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:

Channing Hawkins
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Dr. Michael Taylor
Director

Dr. Clifford Young
Director

Clarence C. Mansell, Jr.
General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective January 16, 2020 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 16th DAY OF January, 2020 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

Channing Hawkins
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

RESOLUTION NO. 2019-21
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- US BANK

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-16 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, US Bank is to act as custodian of funds managed by Chandler.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Ricardo Pacheco be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Logan Olds, Assistant General Manager Jeremiah Brosowske, Shamindra Manbahal or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:




 Dr. Michael Taylor
 President, Board of Directors




 Kyle Crowther
 Vice President, Board of Directors



 Donald Olinger
 Director



 Dr. Clifford Young
 Director



 Greg Young
 Director




 Clarence C. Mansell, Jr.
 General Manager



 Logan Olds
 Assistant General Manager



 Jeremiah Brosowske
 Assistant General Manager



 Shamindra Manbahal
 Chief Financial Officer

Section 2. That said Resolution shall be effective August 27th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 27th DAY OF August, 2019 BY THE FOLLOWING VOTE:

AYES:	DIRECTORS: Michael Taylor, Kyle Crowther, Greg Young
NOES:	DIRECTORS:
ABSENT:	DIRECTORS: Clifford Young, Don Olinger
ABSTAIN:	DIRECTORS:



Dr. Michael Taylor
President, Board of Directors

ATTEST:



Crystal L. Escalera
Board Secretary

Finance Department - Professional Services Contracts							
Task Order/ Contract	Amount	Budget	Consultant / Contractor	Scope of Work	Mtg. Date	Authorized	
1	\$35,000	\$35,000	Pun Group	Prepare Annual Audit	2/5/2015	G.E.	Approved by WWWD Board for Auditing Services
2	\$45,000	\$45,000	Pun Group	Conduct Special Mid Year Audit (July 2018 - Jan. 2019)	3/21/2019	Board	Prepared Special Audit report for 7 month audit (July 2018 - Jan. 2019)
3	\$25,000	\$36,000	Pun Group	Perform FY 2018-19 Annual Financial Report	7/18/2019	Board	Prepared Annual Financial Report (CAFR) FY 18-19



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: January 16, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER APPROVAL OF A CEQA NOTICE OF EXEMPTION FOR THE LYTLE DEVELOPMENT COMPANY TO CONSTRUCT STORMWATER AND SURFACE WATER CATCH BASINS FOR WEST VALLEY WATER DISTRICT TO REPLACE EXISTING BASINS UNDER A COMMUNITY FACILITIES DISTRICT AGREEMENT

DISCUSSION:

Lytle Development (LDC) is executing a project to build several hundred homes on the former El Rancho Verde Golf property. The project will require them to build water infrastructure facilities that will be turned over to West Valley Water District (WVWD) to own and operate. LDC intends to pay for the water infrastructure improvements under the Mello-Roos Community Facilities Act of 1982. Exhibit A contains the completed California Environmental Quality Act (CEQA) Notice of Exemption form necessary to cover additional work that is being required of LDC by WVWD. Namely, enlarging storm water catch basins to replace Roemer's bypass basins (currently owned by LDC) that will be built over by the development. All other environmental approvals for the project have been secured by LDC. Approving the Notice of Exemption will complete the environmental approval process for modifications to the basins to serve WVWD's needs.

FISCAL IMPACT:

There is no fiscal impact associated with approving the Notice of Exemption. However, the fiscal impact of the LDC project will be determined by the negotiations with LDC. The goal is to have as much of the cost as possible paid by the Community Facilities District Agreement. Costs above those provided by the CFD are eligible for grant funding and funding from the District's Capacity Fees. Board approval is required for the CFD and project funding sources which will be presented in a future meeting.

STAFF RECOMMENDATION:

That the Board of Directors authorizes the General Manager to execute the CEQA Notice of Exemption and partner with General Counsel to negotiate an agreement with LDC for Board review and approval.

Respectfully Submitted,

Clarence C. Mansell, Jr.
General Manager

nl

ATTACHMENT(S):

1. Exhibit A

Respectfully Submitted,



Clarence Mansell Jr, General Manager

nl:cm

ATTACHMENT(S):

1. 2808

