



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

BOARD MEETING  
AGENDA

THURSDAY, SEPTEMBER 19, 2019  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

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"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."

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**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.***

**PUBLIC HEARING**

- Public Hearing - 2019 Public Health Goals Report.

## 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:

1. July 18, 2019 Regular Board Meeting Minutes.
2. August 4, 2019 Special Board Meeting Minutes.
3. September 27, 2019 Special Board Meeting Minutes.
4. Receive and File July 2019 Cash Disbursements Report.
5. Amendment to Article 10 - Sick Leave/Bereavement.
6. Approval of August 2019 Purchase Order Report.
7. Amendment to Article 1703 - Grievance Rights of Employees.
8. Approval of payment to Tafoya Law Group, APC for professional services rendered in July 2018, Invoice No. 19-007: \$27,819.89 and August 2019, Invoice No. 19-008: \$27,183.28.
9. Approval of payment to Leal Trejo, APC for professional services rendered in August 2018, Invoice No. 16881: \$44,215.53, September 2018, Invoice No. 16905: \$23,313.86, October 2018, Invoice No. 16977: \$9,475.68 and May 2019, Invoice No. 17497: \$480.00.
10. Approval of Employment Agreement with Clarence Mansell for General Manager
11. Approval of Employment Agreement with Deborah Martinez for Human Resources
12. Approval of Employment Agreement with Crystal Escalera for Board Secretary
13. Approval of Employment Agreement with Shamindra Manbahal for Chief Financial Officer
14. Approval of Employment Agreement with Larry Lawrence for Assistant General Manager

## **BUSINESS MATTERS**

### **Consideration of:**

15. Approval of Agreement for Professional Services with Clifton Larson Allen for Treasurer Service.
16. Authorization to Approve Change Order No. 5 for the Highland Avenue 30-Inch Transmission Main Project.
17. Authorization to Approve Change Order No. 1 for the Reservoir R2-3 Site Improvements and Modifications Project for Michael Baker International.
18. Consider a Contract Extension with Hardy & Harper, Inc. for On-Call Permanent Trench Paving on an As-Needed Basis.
19. Consider an Agreement with Merlin Johnson Construction, Inc. for Service Lateral Replacement.
20. Consider Purchasing a New Spare 400HP Motor at the Baseline Feeder Well Sites.
21. Consider Budget Amendment for Non Budgeted Expenditures Incurred Due to Riverside Avenue Water Main Break in the City of Rialto.
22. Water Reliability Improvement Program Update.
23. Consideration of Adoption of New Policy for Attendance by Board Members.

### **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**
  - ❖ 1,765 Days without a “Loss Time” claim.

### **UPCOMING MEETINGS**

- September 20, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- September 20, 2019 - Fontana K9 PALS Tournament at Shandin Hills Golf Club at 6:30 AM-1:00 PM

- September 21, 2019 - Rialto Pet Palooza at the Rialto City Center at 8:30 AM-1:00 PM
- September 2019 - Rialto's Farmers Market Every Wednesday at 10:00AM-2:00 PM at 150 S. Palm Ave, Rialto, CA
- September 26, 2019 - West Valley Water District Board of Directors Special Meeting at 6:30 PM (Closed Session at 6:00 PM) at the District Headquarters
- October 1, 2019 - Bloomington Municipal Advisory Council Meeting at 6:30 PM at Ayala Park, 18313 Valley Boulevard in Bloomington
- October 1, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- October 2-3, 2019 - Water Smart Innovations Conference & Exposition in Las Vegas, NV
- October 7, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- October 7, 2019 - West Valley Water District External Affairs Committee Meeting at 6:20 PM at the District Headquarters
- October 8, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- October 9, 2019 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- October 10, 2019 - San Bernardino Valley Municipal Water District Advisory Commission On Water Policy Meeting at 6:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- October 10-13, 2019 – Inland Empire Utility Agency Colorado River Aqueduct Tour
- October 14-16, 2019 – San Bernardino Valley Municipal Water District Inspection Trip of the State Water Project and the Sacramento-San Joaquin Delta
- October 15, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA

## **CLOSED SESSION**

- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)
- Public Employee Appointment - Pursuant to Government Code Section 54957 - Title: Assistant General Manager

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 September 16, 2019.



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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](http://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.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** PUBLIC HEARING - 2019 PUBLIC HEALTH GOALS REPORT

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**BACKGROUND:**

Effective July 1, 1998, Section 116470(b) of the California Health and Safety Code has required all public water systems with more than 10,000 service connections to prepare a Public Health Goal (PHG) Report by July 1st, every three years. The PHG report contains information concerning the health risks, treatment technologies and treatment costs associated with drinking water contaminants that have exceeded a PHG. PHGs represent the level of a contaminant in drinking water below which there is no known or expected significant risk to health. PHGs are not enforceable and are not required to be met by public water systems.

The initial Public Health Goal Report was completed in 1998.

**DISCUSSION:**

The 2019 PHG Report has been prepared to address the requirements set forth in California Health and safety Code Section 116470(b). Attached as **Exhibit B** is the 2019 PHG Report. It is based on water quality analyses performed during calendar years 2016, 2017, and 2018. The 2019 PHG Report is designated to be as informative as possible, without unnecessary duplication of information contained in the Consumer Confidence Report, which is to be distributed to customers by July 1st annually.

There are no regulations that set the requirements or methodology for preparing PHG reports. However, the Association of California Water Agencies (ACWA) has prepared suggested guidelines for water systems to use in preparing PHG reports. The ACWA guidelines were used in the preparation for the 2019 PHG Report and determination of cost estimates for best available treatment technology. A public notice will be posted in a newspaper in June 2019 and a public hearing will be held in July 2019 at a regular Board meeting to accept and respond to public comments on the report.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

For information only.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - California Health and Safety Code 116470 (b) & (c)
2. Exhibit B - 2019 PHG Report
3. Exhibit C - Proof of Publication

# EXHIBIT A



## California Health and Safety Code 116470 (b) & (c)

116470(b) On or before July 1, 1998, and every three years thereafter, public water systems serving more than 10,000 service connections that detect one or more contaminants in drinking water that exceed the applicable public health goal, shall prepare a brief written report in plain language that does all of the following:

- (1) Identifies each contaminant detected in drinking water that exceeds the applicable public health goal.
- (2) Discloses the numerical public health risk, determined by the office, associated with the maximum contaminant level for each contaminant identified in paragraph (1) and the numerical public health risk determined by the office associated with the public health goal for that contaminant.
- (3) Identifies the category of risk to public health, including, but not limited to, carcinogenic, mutagenic, teratogenic, and acute toxicity, associated with exposure to the contaminant in drinking water, and includes a brief plainly worded description of these terms.
- (4) Describes the best available technology, if any is then available on a commercial basis, to remove the contaminant or reduce the concentration of the contaminant. The public water system may, solely at its own discretion, briefly describe actions that have been taken on its own, or by other entities, to prevent the introduction of the contaminant into drinking water supplies.

116470(c) Public water systems required to prepare a report pursuant to subdivision (b) shall hold a public hearing for the purpose of accepting and responding to public comment on the report. Public water systems may hold the public hearing as part of any regularly scheduled meeting.

# EXHIBIT B



# 2019 Public Health Goals Report

Report Prepared by  
West Valley Water District

## Introduction

### Background

Starting on July 1, 1998, every public water system serving more than 10,000 service connections is required to prepare a brief written report if one or more contaminants are detected in drinking water that exceed the applicable public health goal (PHG). The PHG Report is required every three years following the initial reporting year in 1998 pursuant to California Health and Safety Code, Section 116470(b) (HSC §116470). PHGs are non-enforceable goals established by the California Environmental Protection Agency's Office of Environmental Health Hazard Assessment (OEHHA). For contaminants that do not have an adopted PHG, HSC §116470 requires the public water system to use the maximum contaminant level goal (MCLG) adopted by the United States Environmental Protection Agency (USEPA).

The purpose of the PHG Report, as stated in HSC §116470, is to:

1. Identify each contaminant detected that exceeds the established PHG.
2. Disclose the numerical public health risks associated with contaminant levels associated with the maximum contaminant level (MCL) and PHG. Numerical public health risks are determined by OEHHA.
3. Identify the category of risk to public health associated with exposure to the contaminant in drinking water.
4. Describe the best available technology, if commercially available, that could remove or reduce contaminants that exceeded the PHGs.
5. Provide an estimated total cost and cost per customer for implementing the best available technology to reduce the contaminant concentration at a level equal to or below the PHG.
6. Describe the action that will be taken by the water system to reduce the contaminant concentration, if any, and the reasoning for that decision.

West Valley Water District (WVWD) has prepared the 2019 PHG Report to comply with the requirements of HSC §116470. Only contaminants that have a primary drinking water standard (PDWS) MCL, were detected at levels above the detection limit for purposes of reporting (DLR), and exceeded a PHG, or MCLG if no PHG is available, are reported. Contaminants that meet these reporting requirements are included in this report.

### What are PHGs?

California drinking water standards are established by the USEPA and State Water Resources Control Board's Division of Drinking Water (DDW). MCLs are the highest level of contaminants allowed in drinking water. PDWS MCLs are set as close to PHGs or MCLGs as is economically and technologically feasible, and are set for contaminants that affect health. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

In comparison, PHGs are set by OEHHA and are based solely on health-risk considerations. None of the practical risk-management factors that are considered by the USEPA and DDW in setting MCLs are considered in setting the PHGs. Risk-management factors used in setting MCLs include analytical detection capabilities, available treatment technology, benefits, and costs. PHGs are not enforceable and are not required to be met by any public water system. MCLGs are the federal equivalent to PHGs.

## Water Quality Data Considered

For the 2019 PHG Report, WVWD has considered and evaluated all water quality data from 2016 to 2018. Summaries of this data can be viewed in the 2016, 2017, and 2018 Consumer Confidence Reports, which were made available to all WVWD customers. Consumer Confidence Reports can be viewed at WVWD's website through the following link <https://www.westvalleywaterquality.org/>.

## Guidelines Followed

The Association of California Water Agencies (ACWA) formed a workgroup, which prepared guidelines for water utilities to use in preparing PHG reports. ACWA's 2019 PHG Report Guidance for Water Systems document was used in preparation of this report. No guidance was available from state regulatory agencies.

## Best Available Treatment Technology and Cost Estimates

Both the USEPA and DDW adopt Best Available Technologies (BATs), which are the best-known methods of reducing contaminant levels to the MCL. Costs can be estimated for such technologies. However, since many PHGs and all MCLGs are set much lower than the MCL, it is not always possible or feasible to determine what treatment is needed to further reduce a constituent down to or near the PHG or MCLG, many of which are set at zero. Estimating the costs to reduce a constituent to zero is difficult, if not impossible, because it is not possible to verify by analytical means that the level has been lowered to zero. This is because the DLRs for contaminants can be greater than the PHG or MCLG, meaning that detecting levels of contaminants at concentrations equal to the PHG, MCLG, or to a level of zero is not practical. In some cases, installing treatment to try and further reduce very low levels of one constituent may have adverse effects on other aspects of water quality.

Please note, all cost estimates provided in this report are highly speculative and theoretical, and actual costs can be far greater. Estimated costs include annualized capital and operations and maintenance costs. AWWA's Cost Estimates for Treatment Technologies were used to determine the estimated costs. All costs were estimated based on average water productions from 2016 to 2018 for each of the sources that exceeded a PHG or MCLG.

## Constituents Detected that Exceed a PHG or MCLG

The following is a discussion of contaminants that were detected in one or more of our drinking water sources at levels above the PHG or MCLG.

### Microbiological Contaminants

#### E. coli

The source of E. coli in water sources can originate from human and animal fecal waste. E. coli is a microbiological contaminant. From 2016 to 2018, WVWD collected between 192 and 240 routine E. coli samples each month. The maximum number of E. coli-positive-routine samples during the three-year period occurred in February of 2016, resulting in two positive samples. All confirmation and repeat samples were negative for E. coli and total coliform. No other positive E. coli samples were collected between 2016 and 2018.

The MCL established for E. coli states that the MCL is exceeded if the following occur:

1. An E. coli-positive-repeat sample is collected following a routine sample for total coliform; or
2. A total-coliform-positive sample following an E.coli-positive-routine sample is collected.

WVWD is in full compliance with the MCL for E. coli, but at times has exceeded the MCLG. The MCLG for E. coli is zero.

#### *Category of Health Risk*

Not applicable.

#### *Numerical Health Risk*

Not applicable.

#### *BATs and Estimated Cost*

WVWD currently implements all BATs for microbiological contaminants identified by DDW. These technologies include:

- Protection of wells from coliform contamination by appropriate placement and construction;
- Maintenance of a disinfectant residual throughout the distribution system;
- Proper maintenance of the distribution system; and

- Filtration and/or disinfection of approved surface water, in compliance with California Code of Regulations, Title 22, Section 64650, or disinfection of groundwater.

WVWD conducts sampling of all sources of water and adds chlorine to the water to ensure protection against microbiological contamination. The chlorine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor, or increasing disinfection byproduct levels.

Other equally important measures that we have implemented include an effective cross-connection control program, an effective monitoring and surveillance program, and maintaining positive pressure within the distribution system. WVWD has already taken all steps described by DDW as BAT for E. coli in California Code of Regulations, Title 22, Section 64447. Since all BATs are implemented, estimating costs for implementing BATs is not necessary.

## Total Coliform

Total coliform are naturally present in the environment and can originate from numerous sources. From 2016 to 2018, WVWD collected between 192 and 240 routine total coliform bacteria samples each month. The maximum number of total-coliform-positive samples during the three-year period occurred in February of 2016 and August of 2018, resulting in 3% and 2% total-coliform-positive samples, respectively. All confirmation and repeat samples were negative for total coliform. There were no total-coliform-positive samples collected in 2017.

The MCL established for total coliform bacteria requires that no more than 5% of monthly samples collected during a month result in a positive sample, and the MCLG is set at 0%. WVWD is in full compliance with the MCL for total coliform, but at times has exceeded the MCLG. The reason for the total coliform drinking water standard is to minimize the possibility of pathogens in water, which can cause waterborne diseases. Since total coliform is an indicator of the potential presence of pathogens, it is not possible to set a specific numerical health risk.

### *Category of Health Risk*

Not applicable.

### *Numerical Health Risk*

Not applicable.

### *BATs and Estimated Cost*

Total coliform bacteria are an indicator organism that are present in nature and generally not considered harmful. The purpose of total coliform monitoring is to alert water systems that a potential problem could exist requiring further investigation. It is not unusual to have an occasional positive sample. Ensuring a system never gets a positive sample is difficult, if not impossible.

WVWD currently implements all BATs for microbiological contaminants identified by DDW. These technologies include:

- Protection of wells from coliform contamination by appropriate placement and construction;
- Maintenance of a disinfectant residual throughout the distribution system;
- Proper maintenance of the distribution system; and
- Filtration and/or disinfection of approved surface water, in compliance with California Code of Regulations, Title 22, Section 64650, or disinfection of groundwater.

WVWD conducts sampling of all sources of water and adds chlorine to the water to ensure protection against microbiological contamination. The chlorine residual levels are carefully controlled to provide the best health protection without causing the water to have undesirable taste and odor, or increasing disinfection byproduct levels.

Other equally important measures that we have implemented include an effective cross-connection control program, an effective monitoring and surveillance program, and maintaining positive pressure within the distribution system. WVWD has already taken all steps described by DDW as BAT for coliform bacteria in California Code of Regulations, Title 22, Section 64447. Since all BATs are implemented, estimated costs for implementing BATs are not necessary.

## Inorganic Contaminants

### Arsenic

The source of arsenic in water supplies is mainly from erosion of natural deposits, runoff from orchards, and glass and electronic production wastes. The PHG for arsenic is 0.004 µg/L and the MCL is 10 µg/L. Arsenic has been detected at levels above the PHG in 4 out of 18 of WVWD's groundwater wells between 2016 and 2018. Detected levels of arsenic were below the MCL at all times. WVWD is in full compliance with arsenic drinking water standards. The maximum arsenic concentrations for the wells were as follows:

- Well 4A – 7 µg/L
- Well 5A – 3 µg/L
- Well 8A – 5 µg/L
- Well 23A – 2 µg/L

#### *Category of Health Risk*

The category of health risk associated with arsenic and the reason that a drinking water standard was adopted for it is that some people who drink water containing arsenic in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-D).



### *Numerical Health Risk*

The numerical health risk for arsenic at the PHG of 0.004 µg/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for arsenic at the MCL of 10 µg/L is 2.5 excess cancer cases per 1,000 people over a lifetime of exposure.

### *BATs and Estimated Cost*

Based on the California Code of Regulations, Title 22, Article 12 and ACWA's 2019 PHG Report Guidance for Water Systems—BATs for lowering arsenic below the PHG are:

- Ion exchange;
- Blending;
- Coagulation/flocculation; and
- Reverse osmosis.

Since arsenic concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BATs for reducing arsenic concentrations below the PHG range from an annual cost of \$136,393.17 to \$2,438,443.71. The annual cost per service connection, or per customer, would range from \$6.39 to \$114.18.

## Volatile Organic Compound Contaminants

### Tetrachloroethylene (PCE)

The source of Tetrachloroethylene (PCE) in water supplies is mainly from discharge from factories, dry cleaners, and auto shops. The PHG for PCE is 0.06 µg/L and the MCL is 5 µg/L. PCE has been detected at levels above the PHG in 1 out of 18 of WVWD's groundwater wells between 2016 and 2018. Detected levels of PCE were below the MCL at all times. WVWD is in full compliance with PCE drinking water standards. PCE was detected in Well 17 at a maximum concentration of 2 µg/L.

### *Category of Health Risk*

The category of health risk associated with PCE and the reason that a drinking water standard was adopted for it is that some people who drink water containing PCE in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-E).

### *Numerical Health Risk*

The numerical health risk for PCE at the PHG of 0.06 µg/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for PCE at the MCL of 5 µg/L is eight excess cancer cases per one hundred thousand people over a lifetime of exposure.

### *BATs and Estimated Cost*

Based on the California Code of Regulations, Title 22, Article 12 and ACWA's 2019 PHG Report Guidance for Water Systems—BATs for lowering PCE below the PHG are:

- Granular activated carbon; and
- Packed tower aeration.

Since PCE concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BATs for reducing PCE concentrations below the PHG range from an annual cost of \$48,980.85 to \$79,382.76. The annual cost per service connection, or per customer, would range from \$2.29 to \$3.72.

## Radiological Contaminants

### Gross Alpha Particle Activity

The source of gross alpha particle activity in water supplies is mainly from the erosion of natural deposits. A PHG for gross alpha particles has not been established. The MCLG for gross alpha particles is 0 pCi/L and the MCL is 15 pCi/L. Gross alpha particles have been detected at levels above the MCLG between 2016 and 2018 in two wells that are part of the Baseline Feeder System, which WVWD operates. Detected levels of gross alpha particles were below the MCL at all times. WVWD is in full compliance with gross alpha particle drinking water standards. The maximum gross alpha particle concentrations for the wells were as follows:

- 9<sup>th</sup> Street North Well – 6 pCi/L
- 9<sup>th</sup> Street South Well – 6 pCi/L

### *Category of Health Risk*

The category of health risk associated with gross alpha particles and the reason that a drinking water standard was adopted for it is that some people who drink water containing gross alpha particles in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-C).

### *Numerical Health Risk*

The numerical health risk for gross alpha particles at the MCLG of 0 pCi/L is zero. The numerical health risk for gross alpha particles at the MCL of 15 pCi/L is one excess cancer case per one thousand people over a lifetime of exposure.

### *BAT and Estimated Cost*

Based on the California Code of Regulations, Title 22, Article 12 and ACWA's 2019 PHG Report Guidance for Water Systems—BAT for lowering gross alpha particle activity below the PHG is reverse osmosis. Since gross alpha particle activity concentrations are already below the MCL, implementing BAT is not required. The estimated cost to install and operate the BAT for reducing gross alpha particle activity concentrations below the PHG range from an annual cost of \$1,591,657.01 to \$13,566,099.86. The annual cost per service connection, or per customer, would range from \$74.53 to \$635.21.

## Uranium

The source of uranium in water supplies is mainly from the erosion of natural deposits. The PHG for uranium is 0.43 pCi/L and the MCL is 20 pCi/L. Uranium has been detected at levels above the PHG between 2016 and 2018 in three wells that are part of the Baseline Feeder System, which WVWD operates. Detected levels of uranium were below the MCL at all times. WVWD is in full compliance with uranium drinking water standards. The uranium concentrations for the wells were as follows:

- 9<sup>th</sup> Street North Well – 5.1 pCi/L
- 9<sup>th</sup> Street South Well – 3.5 pCi/L
- City of Rialto Well 4A – 1.6 pCi/L

### *Category of Health Risk*

The category of health risk associated with uranium and the reason that a drinking water standard was adopted for it is that some people who drink water containing uranium in excess of the MCL over many years may have an increased risk of getting cancer (22 CCR, Appendix 64465-C).

### *Numerical Health Risk*

The numerical health risk for uranium at the PHG of 0.43 pCi/L is one excess cancer case per million people over a lifetime of exposure. The numerical health risk for uranium at the MCL of 20 pCi/L is five excess cancer case per one hundred thousand people over a lifetime of exposure.

### *BAT and Estimated Cost*

Based on the California Code of Regulations, Title 22, Article 12 and ACWA's 2019 PHG Report Guidance for Water Systems—BAT for lowering uranium below the PHG is reverse osmosis. Other BATs exist, however, since the same wells have gross alpha particle activity above the PHG, and only reverse osmosis is listed as a BAT for gross alpha particles, no other BATs were considered. Uranium concentrations are already below the MCL, so implementing BAT is not required. The estimated cost to install and operate the BAT for reducing uranium concentrations below the PHG range from an annual cost of \$1,591,657.01 to \$13,566,099.86. The annual cost per service connection, or per customer, would range from \$74.53 to \$635.21.

## Recommendations for Further Action

WVWD meets all DDW and USEPA drinking water standards to protect public health. Reducing the levels of the contaminants identified in this report, which are already below the MCLs, would require additional treatment processes that are costly. Since contaminant concentrations are already low, the effectiveness of treatment processes to provide any significant reduction to lower values is uncertain. The health protection benefits of these further hypothetical reductions are not at all clear and may not be quantifiable. Therefore, no action is proposed.

# ATTACHMENT A

## ATTACHMENT

Reference: Updated 2012 ACWA Cost of Treatment Table

## COST ESTIMATES FOR TREATMENT TECHNOLOGIES

(INCLUDES ANNUALIZED CAPITAL AND O&amp;M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2018* (\$/1,000 gallons treated)
1	Granular Activated Carbon	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	0.63 - 1.19
2	Granular Activated Carbon	Reference: Carollo Engineers, estimate for VOC treatment (PCE), 95% removal of PCE, Oct. 1994, 1900 gpm design capacity	0.29
3	Granular Activated Carbon	Reference: Carollo Engineers, est. for a large No. Calif. surf. water treatment plant ( 90 mgd capacity) treating water from the State Water Project, to reduce THM precursors, ENR construction cost index = 6262 (San Francisco area) - 1992	1.38
4	Granular Activated Carbon	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility for VOC and SOC removal by GAC, 1990	0.54 - 0.78
5	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for "rented" GAC to remove VOCs (1,1-DCE), 1.5 mgd capacity facility, 1998	2.47
6	Granular Activated Carbon	Reference: Southern California Water Co. - actual data for permanent GAC to remove VOCs (TCE), 2.16 mgd plant capacity, 1998	1.60
7	Reverse Osmosis	Reference: Malcolm Pirnie estimate for California Urban Water Agencies, large surface water treatment plants treating water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, 1998	1.85 - 3.55
8	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	4.38
9	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 1.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.70
10	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 40% of design flow, high brine line cost, May 1991	2.92

**COST ESTIMATES FOR TREATMENT TECHNOLOGIES**  
(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

<b>No.</b>	<b>Treatment Technology</b>	<b>Source of Information</b>	<b>Estimated 2012 Unit Cost Indexed to 2018* (\$/1,000 gallons treated)</b>
11	Reverse Osmosis	Reference: Boyle Engineering, RO cost to reduce 1000 ppm TDS in brackish groundwater in So. Calif., 10.0 mgd plant operated at 100% of design flow, high brine line cost, May 1991	2.26
12	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 40% of design capacity, Oct. 1991	7.33
13	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 1.0 mgd plant operated at 100% of design capacity, Oct. 1991	4.33
14	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 40% of design capacity, Oct. 1991	3.24
15	Reverse Osmosis	Reference: Arsenic Removal Study, City of Scottsdale, AZ - CH2M Hill, for a 10.0 mgd plant operated at 100% of design capacity, Oct. 1991	2.01
16	Reverse Osmosis	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility with RO to remove nitrate, 1990	2.02 - 3.55
17	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 1.4 mgd facility operating at 40% of design capacity, Oct. 1991	1.16
18	Packed Tower Aeration	Reference: Analysis of Costs for Radon Removal... (AWWARF publication), Kennedy/Jenks, for a 14.0 mgd facility operating at 40% of design capacity, Oct. 1991	0.62
19	Packed Tower Aeration	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by packed tower aeration, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.31
20	Packed Tower Aeration	Reference: Carollo Engineers, for PCE treatment by Ecolo-Flo Enviro-Tower air stripping, without off-gas treatment, O&M costs based on operation during 329 days/year at 10% downtime, 16 hr/day air stripping operation, 1900 gpm design capacity, Oct. 1994	0.32
21	Packed Tower Aeration	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - packed tower aeration for VOC and radon removal, 1990	0.50 - 0.82

**COST ESTIMATES FOR TREATMENT TECHNOLOGIES**  
(INCLUDES ANNUALIZED CAPITAL AND O&M COSTS)

No.	Treatment Technology	Source of Information	Estimated 2012 Unit Cost Indexed to 2018* (\$/1,000 gallons treated)
22	Advanced Oxidation Processes	Reference: Carollo Engineers, estimate for VOC treatment (PCE) by UV Light, Ozone, Hydrogen Peroxide, O&M costs based on operation during 329 days/year at 10% downtime, 24 hr/day AOP operation, 1900 gpm capacity, Oct. 1994	0.61
23	Ozonation	Reference: Malcolm Pirnie estimate for CUWA, large surface water treatment plants using ozone to treat water from the State Water Project to meet Stage 2 D/DBP and bromate regulation, <i>Cryptosporidium</i> inactivation requirements, 1998	0.14 - 0.29
24	Ion Exchange	Reference: CH2M Hill study on San Gabriel Basin, for 135 mgd central treatment facility - ion exchange to remove nitrate, 1990	0.67 - 0.88

\*Costs were adjusted from date of original estimates to present, where appropriate, using the Engineering News Record (ENR) annual average building costs of 2018 and 2012. The adjustment factor was derived from the ratio of 2018 Index/2012 Index, or 1.188. For the indexed 2015 costs, please refer to the ACWA PHG Guidance published in March 2016.



# ATTACHMENT B



# 2018 CONSUMER CONFIDENCE REPORT



**SAFE. HIGH QUALITY. RELIABLE.**

**DR. MICHAEL TAYLOR**  
President, District 2

**KYLE CROWTHER**  
Vice President, District 1

**DR. CLIFFORD O. YOUNG SR.**  
Director, District 3

**DON OLINGER**  
Director, District 4

**GREG YOUNG**  
Director, District 5

# A MESSAGE FROM WVWD



Dear Customers,

It is our pleasure to provide you with the 2018 Consumer Confidence Report which highlights all of our water sources and water quality results.

As our District continues to experience record growth, we are best preparing for the customers we have today but also for the customers we will be serving decades from now. As you will read in the Report, the District continues to utilize water sources from various basins including Chino, Bunker Hill, Lytle Creek, North Riverside, and Rialto-Colton. We continued utilizing Surface Water, as well as the State Water Project which both are treated at our Oliver P. Roemer Water Filtration Facility.

In 2018, we completed construction and began operating the Hydro Electric Generation Plant at the Oliver P. Roemer Water Filtration Facility. The new plant will generate an annual revenue of \$339,000 which will offset electricity costs utilizing turbines and generators.

It is our pleasure to continue providing our customers with safe, high quality, and reliable water.

Sincerely,

**Clarence Mansell** - *General Manager, West Valley Water District*

## BOARD OF DIRECTORS

**DR. MICHAEL TAYLOR**  
President, District 2

**KYLE CROWTHER**  
Vice President, District 1

**DR. CLIFFORD O. YOUNG SR.**  
Director, District 3

**DON OLINGER**  
Director, District 4

**GREG YOUNG**  
Director, District 5

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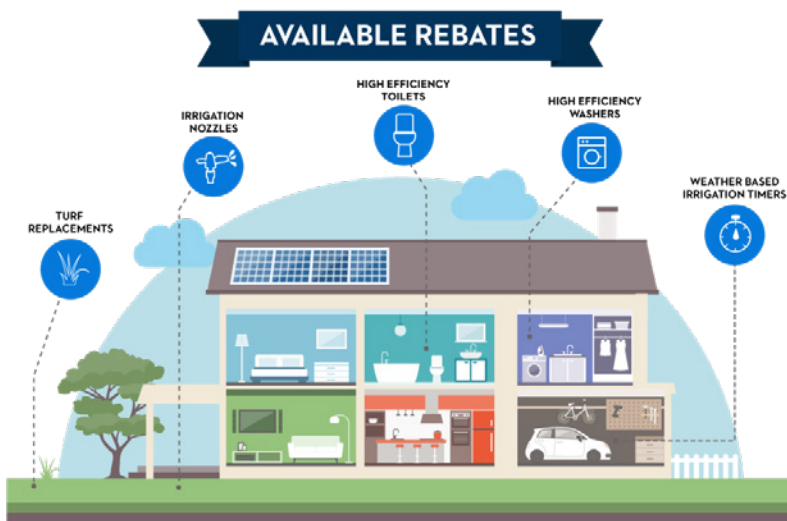
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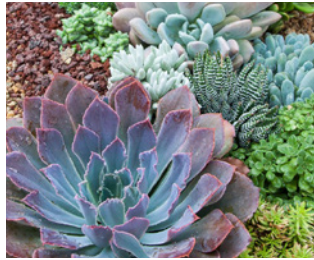


\*Schedule a Water Efficiency Survey by contacting our Customer Service Department and utilize our rebate program. (909) 875-1804

### Rebates Available:

- \$50** High Efficiency Toilet
- \$100** High Efficiency Washing Machine
- \$100** Weather Based Irrigation Controllers
- \$1/sq. ft.** Turf Replacement
- \$4** High Efficiency Nozzle

# WATER SYSTEM INFORMATION



At West Valley Water District (WVWD), our mission is to provide our customers with safe, high quality, and reliable water services at a reasonable rate and in a sustainable manner.

WVWD is a Special District governed by a five-member Board of Directors providing retail water to approximately 83,902 customers. WVWD serves drinking water to portions of Rialto, Colton, Fontana, Bloomington, Jurupa Valley, and an unincorporated area of San Bernardino County.

The goal of our Annual Consumer Confidence Report (CCR) is to inform our customers about the quality of our drinking water, our sources of water, any monitored contaminants found in drinking water, and whether our system meets state and federal drinking water standards. Our water quality data is submitted to the State Water Resources Control Board, Division of Drinking Water (DDW), in order to monitor our compliance for all regulatory standards and assure high quality drinking water is consistently delivered directly to our customers.

## CONTACT INFORMATION

If you have any questions regarding the contents on this report or regarding water quality, please contact Anthony Budicin, Water Quality Supervisor, at (909) 875-1804 ext. 371.

## PUBLIC PARTICIPATION

Public involvement is central to ensuring that we are meeting the highest water supply, water quality, and customer service standards. We welcome your input; please visit our website for ways you can be involved with West Valley Water District.

[www.wvwd.org](http://www.wvwd.org)

## NON-ENGLISH SPEAKING INFORMATION

Este informe contiene información muy importante sobre su agua para beber. Favor de comunicarse West Valley Water District a 855 W. Base Line Rd., Rialto, CA 92376 para asistirlo en español.



# SOURCES OF WATER

West Valley Water District obtains water from both local and imported sources to serve its customers and routinely tests for contaminants from these sources in accordance with Federal and State Regulations.

## LOCAL WATER

### GROUNDWATER

45% of WVWD's water supply is from its own groundwater wells, located in five local basins:

- Chino Basin
- Bunker Hill Basin
- Lytle Creek Basin
- North Riverside Basin
- Rialto-Colton Basin



18% of WVWD's water supply consists of additional groundwater purchased from San Bernardino Valley Municipal Water District through the Base Line Feeder Project. This water also comes from local wells in the Bunker Hill Basin.

### SURFACE WATER

18% of WVWD's water supply is surface water from Lytle Creek in the San Bernardino Mountains. This water is treated through WVWD's Oliver P. Roemer Water Filtration Facility.

## IMPORTED WATER

### STATE WATER PROJECT

19% of WVWD's water supply is surface water purchased from the State Water Project through San Bernardino Valley Municipal Water District. This water is also treated through WVWD's Oliver P. Roemer Water Filtration Facility.

# SOURCES OF WATER

## SOURCE WATER ASSESSMENT

In 2002, WVWD, in partnership with the San Bernardino Valley Water Conservation District, conducted source water assessments of all our drinking water wells. Source water assessments were also completed for both sources of surface water, Lytle Creek and State Water Project, in 2018 and 2017, respectively. No contaminants have been detected above the Maximum Contaminant Levels (MCL) set by the State Water Resources Control Board, however, sources are considered most vulnerable to the following:

- **Fecal Coliform and E. Coli Bacteria** - Heavy recreational activities in both Lytle Creek and Lake Silverwood during warm summer months increase the vulnerability.
- **Methyl Tertiary Butyl Ether (MTBE)** - Sources located near gasoline service stations and underground gas storage tanks are vulnerable. A MTBE plume is leaching from the Colton Gasoline Storage Terminal.
- **Volatile Organic Chemicals (VOCs) and Synthetic Organic Chemicals (SOCs)** - All WVWD groundwater wells were determined to be vulnerable to both VOCs and SOCs.
- **Perchlorate** - Detected at low levels in six groundwater wells (Wells 11, 16, 17, 18A, 41, 42). Five of these wells are primary water sources and have treatment systems installed. It is believed that the likely sources for perchlorate originate from former manufactures of rocket fuel/fireworks and fertilizer. Wells 11, 16, 17,

18A and 42 now have ion exchange systems installed for perchlorate removal.

- **Nitrate** - Some groundwater wells are vulnerable. Nitrate contamination is the result of leaching septic systems and past citrus farming.
- **Cryptosporidium** - microbial pathogen found in surface water throughout the U.S.



To view completed source water assessments, you may visit our District office located at: 855 W. Base Line Rd., Rialto, CA, 92376 or call (909) 875-1804.



# DEFINITIONS

**Maximum Contaminant Level (MCL):** The highest level of a contaminant that is allowed in drinking water. Primary MCLs are set as close to the PHGs (or MCLGs) as is economically and technologically feasible. Secondary MCLs are set to protect the odor, taste, and appearance of drinking water.

**Maximum Contaminant Level Goal (MCLG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs are set by the U.S. Environmental Protection Agency.

**Public Health Goal (PHG):** The level of a contaminant in drinking water below which there is no known or expected risk to health. PHGs are set by the California Environmental Protection Agency.

**Maximum Residual Disinfectant Level (MRDL):** The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

**Maximum Residual Disinfectant Level Goal (MRDLG):** The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

**Primary Drinking Water Standard (PDWS):** MCLs and MRDLs for contaminants that affect health, along with their monitoring and reporting requirements, and water treatment requirements.

**Treatment Technique (TT):** A required process intended to reduce the level of a contaminant in drinking water.

**Picocuries per Liter (pCi/L):** Measurement commonly used to measure radionuclides in water.

**Nephelometric Turbidity Unit (NTU):** A measure of clarity of water. Turbidity in excess of 5 NTU is just noticeable to the average person.

**Milligrams per Liter (mg/L):** Or parts per million (ppm) corresponds to 1 penny out of \$10,000.

**Micrograms per Liter (µg/L):** Or parts per billion (ppb) corresponds to 1 penny out of \$10,000,000.

**Nanograms per Liter (ng/L):** Or parts per trillion (ppt) corresponds to 1 penny of \$10,000,000,000.

**Microsiemens per centimeter (µS/cm):** A measure of conductivity.

**Threshold Odor Number (TON):** A measure of odor.

**Regulatory Action Level (AL):** Concentration of a contaminant which, when exceeded, triggers treatment or other requirements that a water system must follow.

**Running Annual Average (RAA):** The yearly average which is calculated every 3 months using the previous 12 months' data.

**Local Running Annual Average (LRAA):** The RAA at one sample location.

**Disinfection By-Product:** Compounds which are formed from mixing of organic or mineral precursors in the water with ozone, chlorine, or chloramine. Total Trihalomethanes and Haloacetic Acids are disinfection by-products.

**Secondary Drinking Water Standard (Secondary Standard):** MCLs for contaminants that do not affect health, but are used to monitor the aesthetics of the water.

**Notification Level (NL):** Health-based advisory levels established by the State Board for chemicals in drinking water that lack MCLs.

**90th Percentile:** The value in a data set in which 90 percent of the set is less than or equal to this value. The Lead and Copper Rule uses the 90th percentile to comply with the Action Level.



# WATER QUALITY RESULTS

## DISTRIBUTION SYSTEM

Parameter	Sample Date	Units	MCL	PHG (MCLG)	Result Type	Results	Violation Yes/No	Likely Source of Contamination
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>								
<b>Microbiological</b>								
Total Coliform Bacteria	2018	%	5	(0)	Maximum Monthly Positive Samples	2	No	Naturally present in the environment.
<b>Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors</b>								
Haloacetic Acids	2018	µg/L	LRAA = 60	N/A	Range Highest LRAA	ND-19 13	No	Byproduct of drinking water disinfection.
Total Trihalomethanes	2018	µg/L	LRAA = 80	N/A	Range Highest LRAA	ND-75 43	No	Byproduct of drinking water disinfection.
Chlorine	2018	mg/L	MRDL = 4.0 (as Cl <sub>2</sub> )	MRDLG = 4.0 (as Cl <sub>2</sub> )	Range Highest RAA	0.26-2.20 1.32	No	Drinking water disinfectant added for treatment.
<b>Lead and Copper</b>								
Lead	2018	µg/L	AL=15	0.2	# of Sites Sampled # of Sites Over AL 90th Percentile (µg/L) # of Schools Sampled	30 0 ND 14	No	Internal corrosion of household water plumbing systems; discharges from industrial manufacturers; erosion of natural deposits.
Copper	2018	mg/L	AL=1.3	0.3	# of Sites Sampled # of Sites Over AL 90th Percentile (mg/L)	30 0 0.12	No	Internal corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives.
<b>SECONDARY STANDARDS - Aesthetic Standards<sup>1</sup></b>								
Color	2018	Units	15	N/A	Range Average	ND-5 ND	No	Naturally-occurring organic materials.
Specific Conductance	2018	µS/cm	1600	N/A	Range Average	340-540 421	No	Substances that form ions when in water; seawater influence.
Odor Threshold	2018	TON	3	N/A	Range Average	1-2 1	No	Naturally-occurring organic materials.
Turbidity	2018	NTU	5	N/A	Range Average	ND-8.3 <sup>2</sup> ND	No	Soil runoff.
<b>OTHER PARAMETERS</b>								
pH	2018	pH units	No Standard	N/A	Range Average	7.3-8.1 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO <sub>3</sub> )	2018	mg/L	No Standard	N/A	Range Average	86-200 151	No	Naturally occurring.
Calcium	2018	mg/L	No Standard	N/A	Range Average	23-85 53	No	Erosion of salt deposits in soil and rock.
<b>UNREGULATED CONTAMINANT MONITORING<sup>3</sup></b>								
<b>Fourth Unregulated Contaminant Monitoring Rule (UCMR4)</b>								
Haloacetic Acids	2018	µg/L	60	N/A	Range Average	ND-33 9	No	Byproduct of drinking water disinfection.
HAA6Br <sup>4</sup>	2018	µg/L	N/A	N/A	Range Average	ND-30 12	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

# WATER QUALITY RESULTS

HAA9 <sup>5</sup>	2018	µg/L	N/A	N/A	Range Average	ND-53 18	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
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#### Footnotes:

<sup>1</sup> Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

<sup>2</sup> Average of initial sample and confirmation sample were below MCL.

<sup>3</sup> Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

<sup>4</sup> HAA6Br: Bromochloroacetic acid, bromodichloroacetic acid, dibromoacetic acid, dibromochloroacetic acid, monobromoacetic acid, and tribromoacetic acid.

<sup>5</sup> HAA9: Bromochloroacetic acid, bromodichloroacetic acid, chlorodibromoacetic acid, dibromoacetic acid, dichloroacetic acid, monobromoacetic acid, monochloroacetic acid, tribromoacetic acid, and trichloroacetic acid.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

## BASELINE FEEDER AND GROUNDWATER WELLS

Parameter	Sample Date <sup>1</sup>	Units	MCL	PHG (MCLG)	Result Type	Results		Violation Yes/No	Likely Source of Contamination
						Baseline Feeder	Wells		
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>									
<b>Radiological</b>									
Gross Alpha Particle Activity	2015 2016 2018	pCi/L	15	(0)	Range Average	5.5-5.6 5.6	ND-13.0 4.9	No	Erosion of natural deposits.
Uranium	2015 2018	pCi/L	20	0.43	Range Average	3.5-5.1 4.3	ND-8.2 2.7	No	Erosion of natural deposits.
<b>Inorganic Chemicals</b>									
Aluminum	2016 2017 2018	mg/L	1	0.6	Range Average	NR ND	ND-0.072 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.
Arsenic	2017 2018	µg/L	10	0.004	Range Average	ND-3.2 ND	ND-6.7 ND	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.
Fluoride	2016 2017 2018	mg/L	2	1	Range Average	0.26-0.77 0.46	0.18-0.41 0.27	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Nitrate as Nitrogen	2018	mg/L	10	10	Range Average	2.4-7.5 3.9	1.0-5.7 3.3	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.
<b>Volatile Organic Chemicals</b>									
Toluene	2016 2017 2018	µg/L	150	150	Range Average	NR ND	ND-1.7 ND	No	Discharge from petroleum and chemical factories; underground gas tank leaks.
Trichloroethylene (TCE)	2016 2017 2018	µg/L	5	1.7	Range Average	ND-0.8 ND	NR ND	No	Discharge from metal degreasing sites and other factories.

# WATER QUALITY RESULTS

## Disinfection Byproducts, Disinfectant Residuals, and Disinfection Byproduct Precursors

Chlorine	2018	mg/L	MRDL = 4.0 (as Cl <sub>2</sub> )	MRDLG = 4.0 (as Cl <sub>2</sub> )	Range Average	0.73-1.73 1.31	N/A N/A	No	Drinking water disinfectant added for treatment.
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## SECONDARY STANDARDS - Aesthetic Standards<sup>2</sup>

Aluminum	2016 2017 2018	µg/L	200	N/A	Range Average	NR ND	ND-72 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.
Foaming Agents (MBAS)	2016 2017 2018	µg/L	500	N/A	Range Average	ND-90 ND	ND-430 ND	No	Municipal and industrial waste discharges.
Chloride	2016 2017 2018	mg/L	500	N/A	Range Average	10-20 13	4-25 9	No	Runoff/leaching from natural deposits; seawater influence.
Color	2018	Units	15	N/A	Range Average	NR ND	0-15 ND	No	Naturally-occurring organic materials.
Specific Conductance	2016 2017 2018	µS/cm	1600	N/A	Range Average	490-530 510	330-580 417	No	Substances that form ions when in water; seawater influence.
Iron	2017 2018	µg/L	300	N/A	Range Average	NR ND	ND-120 ND	No	Leaching from natural deposits; industrial wastes.
Manganese	2017 2018	µg/L	50	N/A	Range Average	NR ND	ND-20 ND	No	Leaching from natural deposits.
Odor Threshold	2018	TON	3	N/A	Range Average	NR 1	1-2 1	No	Naturally-occurring organic materials.
Sulfate	2016 2017 2018	mg/L	500	N/A	Range Average	45-51 49	11-54 28	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2016 2017 2018	mg/L	1000	N/A	Range Average	260-360 312	170-330 231	No	Runoff/leaching from natural deposits.
Turbidity	2018	NTU	5	N/A	Range Average	ND-0.3 ND	ND-6.3 0.4	No	Soil runoff.

## OTHER PARAMETERS

pH	2016 2017 2018	pH units	No Standard	N/A	Range Average	7.7-8.2 7.9	7.6-8.2 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO <sub>3</sub> )	2016 2017 2018	mg/L	No Standard	N/A	Range Average	180-210 197	140-190 161	No	Naturally occurring.
Calcium	2016 2017 2018	mg/L	No Standard	N/A	Range Average	66-73 71	46-79 57	No	Erosion of salt deposits in soil and rock.
Hardness	2016 2017 2018	mg/L	No Standard	N/A	Range Average	210-230 223	140-250 177	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Sodium	2016 2017 2018	mg/L	No Standard	N/A	Range Average	8-16 13	10-23 16	No	Sodium refers to the salt present in the water and is generally naturally occurring.

# WATER QUALITY RESULTS

## UNREGULATED CONTAMINANT MONITORING<sup>3</sup>

### Third Unregulated Contaminant Monitoring Rule (UCMR3)

Hexavalent Chromium	2018	µg/L	N/A <sup>4</sup>	0.02	Range Average	NR 1.2	ND-3.0 1.0	No	Discharge from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities; erosion of natural deposits.
Vanadium	2016 2017 2018	µg/L	NL=50	N/A	Range Average	3.8-4.4 4.1	ND-6.0 4.3	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

### Fourth Unregulated Contaminant Monitoring Rule (UCMR4)

Manganese	2018	µg/L	50	N/A	Range Average	1.6-6.9 4.3	ND-1.8 1.0	No	Leaching from natural deposits.
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#### Footnotes:

<sup>1</sup> The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

<sup>2</sup> Compliance with secondary standards are based on an annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

<sup>3</sup> Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

<sup>4</sup> There is currently no MCL for hexavalent chromium. The previous MCL of 10 µg/L was withdrawn on September 11, 2017.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

## TREATMENT PLANTS

Parameter	Sample Date <sup>1</sup>	Units	MCL	PHG (MCLG)	Result Type	Results				Violation Yes/No	Likely Source of Contamination
						Fluidized Bed Reactors (FBR)	Oliver P. Roemer Filtration Facility	Ion Exchange Arsenic Treatment	Ion Exchange Perchlorate Treatment		
<b>PRIMARY STANDARDS - Mandatory Health-Related Standards</b>											
<b>Radiological</b>											
Gross Alpha Particle Activity	2015 2016	pCi/L	15	(0)	Range Avg.	5.7-10.0 7.9	ND-13.0 3.3	NR 8.1	5.4-6.5 6.0	No	Erosion of natural deposits.
Uranium	2012 2015 2016	pCi/L	20	0.43	Range Avg.	2.1-3.9 3.0	ND-12.0 6.4	NR 1.8	3.4-4.7 3.9	No	Erosion of natural deposits.
<b>Inorganic Chemicals</b>											
Aluminum	2018	mg/L	1	0.6	Range Avg.	NR ND	ND-0.06 ND	NR ND	ND-0.10 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.
Arsenic	2018	µg/L	10	0.004	Range Avg.	NR ND	ND-2.7 ND	ND-2.9 ND	NR ND	No	Erosion of natural deposits; runoff from orchards; glass and electronics production wastes.

# WATER QUALITY RESULTS

Fluoride	2017 2018	mg/L	2	1	Range Avg.	0.25-0.33 0.30	ND-0.45 0.26	NR 0.25	0.18-0.27 0.23	No	Erosion of natural deposits; water additive that promotes strong teeth; discharge from fertilizer and aluminum factories.
Nitrate as Nitrogen	2018	mg/L	10	10	Range Avg.	NR ND	ND-0.6 ND	5.1-6.7 5.9	ND-9.6 5.2	No	Runoff and leaching from fertilizer use; leaching from septic tanks and sewage; erosion of natural deposits.
<b>Volatile Organic Chemicals</b>											
Methyl-tert-butyl ether (MTBE)	2017 2018	µg/L	13	13	Range Avg.	NR ND	NR ND	NR 4.4	NR ND	No	Leaking underground storage tanks; discharge from petroleum and chemical factories.
Tetrachloroethylene (PCE)	2017 2018	µg/L	5	0.06	Range Avg.	NR ND	NR ND	NR ND	ND-2.00 0.65	No	Discharge from factories, dry cleaners, and auto shops (metal degreaser).
<b>Disinfection Byproducts (DBP) and Disinfection Byproduct Precursors</b>											
Total Trihalomethanes	2017 2018	µg/L	80	N/A	Range Avg.	NR ND	4-34 18	ND ND	ND ND	No	Byproduct of drinking water disinfection.
Haloacetic Acids	2018	µg/L	60	N/A	Range Avg.	NR ND	ND-9 4	N/A N/A	N/A N/A	No	Byproduct of drinking water disinfection.
Control of DBP Precursors Total Organic Carbon	2018	mg/L	TT	N/A	Range Avg.	ND-4.5 0.9	0.3-2.5 1.0	N/A N/A	N/A N/A	No	Various natural and manmade sources.
<b>SECONDARY STANDARDS - Aesthetic Standards<sup>2</sup></b>											
Aluminum	2017 2018	µg/L	200	N/A	Range Avg.	NR ND	ND-63 ND	NR ND	ND-96 ND	No	Erosion of natural deposits; residue from some surface water treatment processes.
Chloride	2017 2018	mg/L	500	N/A	Range Avg.	4.3-9.2 6.2	3.7-80.0 32.9	NR 15.0	6.3-130.0 47.6	No	Runoff/leaching from natural deposits; seawater influence.
Color	2018	Units	15	N/A	Range Avg.	NR ND	ND-10 5	NR ND	NR ND	No	Naturally-occurring organic materials.
Specific Conductance	2017 2018	µS/cm	1600	NA	Range Avg.	320-350 337	360-420 390	NR 440	390-560 450	No	Substances that form ions when in water; seawater influence.
Iron	2017 2018	µg/L	300	N/A	Range Avg.	ND-320 <sup>3</sup> ND	NR ND	ND-220 ND	NR ND	No	Leaching from natural deposits; industrial wastes.
Manganese	2018	µg/L	50	N/A	Range Avg.	NR ND	ND-28 ND	NR ND	NR ND	No	Leaching from natural deposits.
Odor - Threshold	2018	TON	3	N/A	Range Avg.	1-2 1	NR 1	NR 1	1-2 1	No	Naturally-occurring organic materials.
Sulfate	2017 2018	mg/L	500	N/A	Range Avg.	12-19 14	26-35 31	NR 29	1-23 15	No	Runoff/leaching from natural deposits; industrial wastes.
Total Dissolved Solids	2017 2018	mg/L	1000	N/A	Range Avg.	180-250 207	210-250 230	NR 240	210-310 247	No	Runoff/leaching from natural deposits.
Turbidity	2018	NTU	5	N/A	Range Avg.	ND-1.8 ND	0.5-0.7 0.6	ND-1.1 0.1	ND-0.3 0.1	No	Erosion of natural substances that cause suspended particles.
<b>OTHER PARAMETERS</b>											
pH	2017 2018	pH units	No Standard	N/A	Range Avg.	7.3-8.0 7.8	6.3-8.8 7.1	7.0-8.9 7.9	7.6-7.9 7.8	No	Characteristic of water.
Total Alkalinity (as CaCO <sub>3</sub> )	2017 2018	mg/L	No Standard	N/A	Range Avg.	130-170 155	62-170 120	NR 150	84-160 131	No	Naturally occurring.

# WATER QUALITY RESULTS

Calcium	2017 2018	mg/L	No Standard	N/A	Range Avg.	41-48 45	19-53 36	NR 62	57-74 63	No	Erosion of salt deposits in soil and rock.
Hardness	2017 2018	mg/L	No Standard	N/A	Range Avg.	37-200 162	87-170 129	NR 180	170-220 187	No	Hardness is the sum of polyvalent cations present in the water, generally magnesium and calcium. The cations are usually naturally occurring.
Sodium	2017 2018	mg/L	No Standard	N/A	Range Avg.	10-14 12	9-44 27	NR 17	12-17 15	No	Sodium refers to the salt present in the water and is generally naturally occurring.

## DETECTION OF UNREGULATED CONTAMINANTS<sup>4</sup>

### Third Unregulated Contaminant Monitoring Rule (UCMR3)

Hexavalent Chromium	2017 2018	µg/L	N/A <sup>5</sup>	0.02	Range Avg.	ND-1.9 1.6	ND-0.2 0.1	NR 1.3	ND-2.9 1.8	No	Discharge from electroplating factories, leather tanneries, wood preservation, chemical synthesis, refractory production, and textile manufacturing facilities; erosion of natural deposits.
Vanadium	2016 2017 2018	µg/L	NL=50	N/A	Range Avg.	ND-5.3 ND	ND-3.8 ND	NR 4.8	ND-5.7 4.3	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

### Fourth Unregulated Contaminant Monitoring Rule (UCMR4)

Bromide <sup>6</sup>	2018	µg/L	N/A	N/A	Range Avg.	N/A N/A	ND-260 103	N/A N/A	N/A N/A	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.
Total Organic Carbon <sup>6</sup>	2018	µg/L	N/A	N/A	Range Avg.	N/A N/A	ND-3600 1475	N/A N/A	N/A N/A	No	Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

#### Footnotes:

<sup>1</sup> The State allows us to monitor for some contaminants less than once per year because the concentrations of these contaminants do not change frequently. Some of our data, though representative, are more than one year old. For sample points that were monitored during the current reporting year, the current reporting year data was used. If a sampling point did not have monitoring data for the reporting year, the most current data was used. Contaminant results are based on the most current data for each sampling point.

<sup>2</sup> Compliance with secondary standards are based on annual average. Values above the MCL are acceptable, as long as the average is below the MCL.

<sup>3</sup> Annual average below MCL; meets state requirements.

<sup>4</sup> Unregulated contaminant monitoring helps U.S. EPA and the State Water Resources Control Board to determine where certain contaminants occur and whether the contaminants need to be regulated.

<sup>5</sup> There is currently no MCL for hexavalent chromium. The previous MCL of 10 µg/L was withdrawn on September 11, 2017.

<sup>6</sup> Reported results reflect raw influent prior to treatment.

AL - Regulatory Action Level; LRAA - Locational Running Annual Average; MCL - Maximum Contaminant Level; MCLG - Maximum Contaminant Level Goal; MRDL - Maximum Residual Disinfectant Level; MRDLG - Maximum Residual Disinfectant Level Goal; ND - Non-Detected; NL - Notification Level; NR - No Range; N/A - Not Applicable; NTU - Nephelometric Turbidity Units; PHG - Public Health Goal; RAA - Running Annual Average; TON - Threshold Odor Number

# EDUCATIONAL INFORMATION

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally-occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

## CONTAMINANTS AND THEIR PRESENCE IN DRINKING WATER

Contaminants that may be present in source water include:

- **Microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.**
- **Inorganic contaminants, such as salts and metals, that can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.**
- **Pesticides and herbicides that may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.**
- **Organic chemical contaminants, including synthetic and volatile organic chemicals, that are byproducts of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, agricultural application, and septic systems.**
- **Radioactive contaminants that can be naturally-occurring or be the result of oil and gas production and mining activities.**

In order to ensure that tap water is safe to drink, the U.S. Environmental Protection Agency (U.S. EPA) and the State Water Resources Control Board (State Board) prescribe regulations that limit the amount of certain contaminants in water provided by public water systems. State Board regulations also establish limits for contaminants in bottled water that provide the same protection for public health.



## CONTAMINANTS EXPECTED IN DRINKING WATER

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the U.S. EPA's Safe Drinking Water Hotline (1-800-426-4791).

## EDUCATIONAL INFORMATION



### PEOPLE MOST VULNERABLE TO CONTAMINANTS

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. U.S. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by *Cryptosporidium* and other microbial contaminants are available from the Safe Drinking Water Hotline (1-800-426-4791).

### CONTAMINANT INFORMATION

Nitrate in drinking water at levels above 10 mg/L is a health risk for infants of less than six months of age. Such nitrate levels in drinking water can interfere with the capacity of the infant's blood to carry oxygen, resulting in a serious illness; symptoms include shortness of breath and blueness of the skin. Nitrate levels above 10 mg/L may also affect the ability of the blood to carry oxygen in other individuals, such as pregnant women and those with certain specific enzyme deficiencies. If you are caring for an infant, or you are pregnant, you should

ask advice from your health care provider. Nitrate levels may rise quickly for short periods of time because of rainfall or agricultural activity.

While your drinking water meets the federal and state standard for arsenic, it does contain low levels of arsenic. The arsenic standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. The U.S. Environmental Protection Agency continues to research the health effects of low levels of arsenic, which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects, such as skin damage and circulatory problems.

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. WVWD is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you do so, you may wish to collect the flushed water and reuse it for another beneficial purpose, such as watering plants. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/lead>.





West Valley Water District  
 855 W. Base Line Road  
 Rialto, CA 92376

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 CA



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**BOARD OF DIRECTORS**

**DR. MICHAEL TAYLOR**  
 President, District 2

**KYLE CROWTHER**  
 Vice President, District 1

**DR. CLIFFORD O. YOUNG SR.**  
 Director, District 3

**DON OLINGER**  
 Director, District 4

**GREG YOUNG**  
 Director, District 5

(909) 875-1804 • 855 W. Baseline Rd., Rialto, CA 92376

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# EXHIBIT C

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408  
Telephone (909) 889-9666 / Fax (909) 884-2536

Crystal Escalera  
WEST VALLEY WATER DIST/BD OF DIRECTORS  
P.O. BOX 920  
RIALTO, CA - 92377

SB #: 3286688

WEST VALLEY WATER DISTRICT  
NOTICE OF PUBLIC HEARING  
FOR THE PURPOSE OF  
RECEIVING PUBLIC COMMENT  
REGARDING THE PROPOSED  
ACCEPTANCE OF THE  
2019 REPORT ON WATER  
QUALITY  
RELATIVE TO PUBLIC HEALTH  
GOALS

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California )  
County of SAN BERNARDINO ) ss

Notice Type: HRG - NOTICE OF HEARING

Ad Description:

2019 REPORT ON WATER QUALITY RELATIVE TO PUBLIC HEALTH GOALS

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

NOTICE IS HEREBY GIVEN that on September 19, 2019, at 6:30 p.m., the Board of Directors of the West Valley Water District will hold a public hearing at the District offices of the West Valley Water District, 855 W. Base Line Road, Rialto, CA 92376, to receive public comment regarding the proposed acceptance of a Public Health Goal Report. The California Health and Safety Code requires public water systems serving more than 10,000 service connections prepare a written report every three years that documents detections of constituents in drinking water that exceed a Public Health Goal. A report titled "2019 Public Health Goal Report" is available for the public to review at the District offices located at 855 W. Base Line Road, Rialto, CA 92376 or a copy can be obtained upon request.

AT SAID TIME AND PLACE, any interested person may make any written or oral presentation concerning said report. Upon conclusion of the hearing, the Board may accept the 2019 Public Health Goal Report.

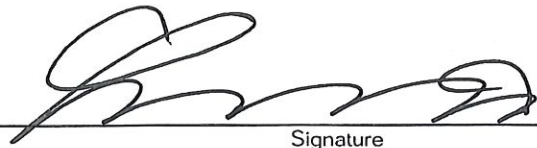
If you are disabled in any way and need accommodation to participate in the public hearing, please call Crystal Escalera at (909) 875-1804 ext. 704 for assistance prior to the hearing so the necessary arrangements can be made.  
8/23/19

SBS-3286688#

08/23/2019

Executed on: 08/23/2019  
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

  
Signature



**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**July 18, 2019**

Attendee Name	Present	Excused	Absent
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Logan Old	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Paul Becker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultant(s)			
Misty Cheng	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

- Pledge of Allegiance - Led by Vice President Kyle Crowther
- Opening Prayer - Led by Director Don Olinger
- Call to Order
- Roll Call of Board Members

WVWD

Minutes: 7/18/19

## ADOPT AGENDA

President Dr. Taylor motioned to adopt the agenda, Vice President Kyle Crowther second. The agenda was then adopted by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

## PUBLIC PARTICIPATION

Anthony Araiza, Diana Araiza, Linda Gonzalez, Scott Rodriguez, Jorge Valdez and Malcolm Davis made comments to the Board of Directors.

## INFORMATION

- **WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE**
  - There was no report.

## CONSENT CALENDAR

### 1. JUNE 7, 2019 AMENDED SPECIAL BOARD MEETING MINUTES

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. Director Greg Young second the motion which passed unanimously by the attending Board members. Following this vote, President Taylor then motioned to table Items No. 1 and 2 and to bring them back to the Board for approval at the next meeting. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>TABLED [UNANIMOUS] Next: 08/01/2019 6:00 PM</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

### 2. JUNE 20, 2019 REGULAR BOARD MEETING MINUTES

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. Director Greg Young second the motion which passed unanimously by the attending Board members. Following this vote, President Taylor then motioned to table Items No. 1 and 2 and to bring them back to the Board for approval at the next meeting. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>TABLED [UNANIMOUS] Next: 08/01/2019 6:00 PM</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

WVWD

Minutes: 7/18/19

**3. APPROVAL OF JUNE 2019 PURCHASE ORDER REPORT**

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**4. CONSIDER GRANT OF EASEMENT FROM RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20138**

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**5. CONSIDER GRANT OF EASEMENT FROM RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20139**

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**6. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20139**

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

WVWD

Minutes: 7/18/19

**7. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20138**

President Dr. Taylor motioned to pull Item No. 1 and 2 and approve Items No. 3, 4, 5, 6 and 7. There was no discussion on the items. Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**BUSINESS MATTERS**

**8. CONSIDERATION TO ELECT A REPRESENTATIVE TO THE 2019 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS IN THE SOUTHERN NETWORK, SEAT B.**

The Directors engaged in a short discussion regarding the candidates for the CSDA Seat B. President Dr. Taylor motioned to bring back this item to the August 1, 2019 Board meeting for approval to allow the Board more time to review the candidate’s qualifications. Following the discussion, Director Greg Young second the motion which passed by the following vote:

<b>RESULT:</b>	<b>TABLED [UNANIMOUS]Next: 8/5/2019 6:00 PM</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**9. AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, AND CALTRUST ACCOUNTS.**

President Dr. Taylor motioned to approve Items No. 9, 10, 11 and 12. Director Greg Young second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

WVWD

Minutes: 7/18/19

**10. CONSIDER A TASK ORDER FOR THE PUN GROUP TO PERFORM THE COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR) FOR FY 2018-19**

President Dr. Taylor motioned to approve Items No. 9, 10, 11 and 12. Director Greg Young second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**11. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2019, INVOICE NO. 19-004: \$28,824.70**

President Dr. Taylor motioned to approve Items No. 9, 10, 11 and 12. Director Greg Young second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**12. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2019, INVOICE NO. 25880: \$6,656.81 AND SERVICES RENDERED IN MAY 2019, INVOICE NO. 25833; \$8,660.69**

President Dr. Taylor motioned to approve Items No. 9, 10, 11 and 12. Director Greg Young second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Gregory Young, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

**13. APPROVAL OF PAYMENT TO VARNER & BRANDT, LLP FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2019, ACCOUNT NO. 23767M: \$5,371.50 AND MAY 2019, ACCOUNT NO. 23767M: \$1,556.18**

President Dr. Taylor motioned to table this item to allow Legal Counsel time to review the invoices, and bring it back to the August 1, 2019 Board meeting for approval.

WVWD

Minutes: 7/18/19



<b>RESULT:</b>	<b>TABLED [UNANIMOUS]Next: 8/5/2019 6:00 PM</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
<b>ABSENT:</b>	Clifford Young

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

- **Board Members**
  - **Director Don Olinger:** Made a request to have the General Manager meet with public citizens who expressed concern regarding the district archives and audits. Mr. Mansell agreed to meet with the individuals to discuss their concerns.
  - **Director Greg Young:** Addressed a press release made by the District on June 9, 2019 and cited an error in the votes reported during the February 7, 2019 meeting regarding a special audit. Director Young requested to have the press release corrected to reflect the votes that were recorded in the February 7, 2019 minutes for Item No. 11. He also discussed other confidential issues reported in the press release and likewise, requested corrections to be made. President Dr. Taylor noted Director Young's comments.
- **Legal Counsel**
  - No report.
- **General Manager**
  - **Clarence Mansell:** Did not have comments and asked if the staff had any comments or reports for the Board. At that time the Board Secretary responded to claims made during Public Participation alleging that she worked on Director Dr. Young's campaign and attended a controversial dinner. Ms. Escalera informed the Board and public that she did not work on Director Dr. Young's campaign and did not attend the dinner in question. There were no further comments.

**CLOSED SESSION**

Mr. Tafoya reported that there was no final action taken during Closed Session and the Directors gave direction to him to draft contracts. No further information was reported.

- **PUBLIC EMPLOYEE PERFORMANCE EVALUATION** Pursuant to Cal. Gov. Code Section 54957 Title(s): General Manager, Human Resources/Risk Manager and Board Secretary
- **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Three (3)

WVWD

Minutes: 7/18/19

**ADJOURN**

The meeting adjourned at 7:20 PM.

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**Dr. Michael Taylor**  
**President of the Board of Directors**  
**of West Valley Water District**

**ATTEST:**

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**Crystal L. Escalera, Board Secretary**

WVWD

Minutes: 7/18/19

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
August 4, 2019

Attendee Name	Present	Excused	Absent
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Logan Old	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowske	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultant(s)			
Misty Cheng	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

Pledge of Allegiance - Led by Vice President Kyle Crowther  
Opening Prayer - Led by Director Don Olinger  
Call to Order  
Roll Call of Board Members

WVWD

Minutes: 8/4/19

**ADOPT AGENDA**

President Dr. Taylor motioned to adopt the agenda, Vice President Kyle Crowther second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**PUBLIC PARTICIPATION**

Comments were made by Linda Gonzalez to the Board of Directors. Cheryl Brown also made comments on behalf of Hardy Brown, to the Directors. There was no further public participation following these comments.

**CONSENT CALENDAR****1. JUNE 7, 2019 AMENDED SPECIAL BOARD MEETING MINUTES**

President Dr. Michael Taylor motioned to amend the minutes for Items No. 1, 2 and 3 by indicating Director Dr. Clifford Young as "Unexcused" from these meetings. Vice President Kyle Crowther second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**2. JUNE 20, 2019 REGULAR BOARD MEETING MINUTES**

President Dr. Michael Taylor motioned to amend the minutes for Items No. 1, 2 and 3 by indicating Director Dr. Clifford Young as "Unexcused" from these meetings. Vice President Kyle Crowther second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**3. JULY 11, 2019 SPECIAL MEETING MINUTES**

President Dr. Michael Taylor motioned to amend the minutes for Items No. 1, 2 and 3 by indicating Director Dr. Clifford Young as "Unexcused" from these meetings. Vice President Kyle Crowther second the motion which passed by the following vote:

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Minutes: 8/4/19

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**4. RECEIVE AND FILE JUNE 2019 CASH DISBURSEMENTS REPORT**

President Dr. Taylor motioned to approve Items No. 4, 5 and 6 and to pull Items No. 1, 2 and 3 for separate consideration. Vice President Kyle Crowther second the motion which passed as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**5. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 3 FOR THE HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT**

President Dr. Taylor motioned to approve Items No. 4, 5 and 6 and to pull Items No. 1, 2 and 3 for separate consideration. Vice President Kyle Crowther second the motion which passed as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**6. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 FOR WELL 41 ION EXCHANGE TREATMENT PROJECT**

President Dr. Taylor motioned to approve Items No. 4, 5 and 6 and to pull Items No. 1, 2 and 3 for separate consideration. Vice President Kyle Crowther second the motion which passed as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**BUSINESS MATTERS**

**7. TREASURER REPORT APRIL 2019**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

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Minutes: 8/4/19

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

#### 8. TREASURER REPORT MARCH 2019

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

#### 9. ADOPT RESOLUTION NO. 2019-19, APPROVING THE ADDITION OF DELINQUENT NON-PAID CHARGES TO THE ANNUAL TAXES LEVIED UPON THE PROPERTY IN SAN BERNARDINO COUNTY

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

#### 10. ADOPT RESOLUTION 2019-20 AMENDING SCHEDULE OF CHARGES FOR THE HOURLY LABOR AND VEHICLE/EQUIPMENT HOURLY RATES FOR WATER SERVICE REGULATIONS

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

#### 11. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED APRIL THROUGH JUNE 2019, INVOICE NO. 25830: \$6,656.81, INVOICE NO. 25831; \$590.00; INVOICE NO. 25962; \$2,497.50, AND INVOICE NO. 25963; \$11,458.30

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Minutes: 8/4/19

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Taylor, President  
**SECONDER:** Kyle Crowther, Vice President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger  
**ABSENT:** Clifford Young, Gregory Young

**12. ASSET MANAGEMENT: TYLER INCODE INTEGRATION WITH MAXIMO**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Taylor, President  
**SECONDER:** Kyle Crowther, Vice President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger  
**ABSENT:** Clifford Young, Gregory Young

**13. ASSET MANAGEMENT: MAXIMO INTEGRATION WITH TYLER INCODE**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Michael Taylor, President  
**SECONDER:** Kyle Crowther, Vice President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger  
**ABSENT:** Clifford Young, Gregory Young

**14. CONSIDERATION TO ELECT A REPRESENTATIVE TO THE 2019 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION (CSDA) BOARD OF DIRECTORS IN THE SOUTHERN NETWORK, SEAT B.**

Director Don Olinger opened up discussion by recommending Ron Coates. The Directors then engaged in a short discussion regarding the candidates and Director Olinger withdrew his recommendation at the conclusion of the discussion. President Dr. Taylor explained his concern that the Board did not have enough information to selection a candidate that could best represent the interest of the District and motioned to pull the item from the agenda. Vice President Kyle Crowther second the motion which passed by the following vote:

**RESULT:** WITHDRAWN  
**MOVER:** Michael Taylor, President  
**SECONDER:** Kyle Crowther, Vice President  
**AYES:** Michael Taylor, Kyle Crowther, Donald Olinger  
**ABSENT:** Clifford Young, Gregory Young

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**15. CONSIDER ACTIVATION OF THE WEST END WATER DEVELOPMENT, TREATMENT AND CONSERVATION JOINT POWERS AUTHORITY TO EXECUTE REGIONAL PROJECTS IN THE WATER SUPPLY RELIABILITY 2025 PROGRAM**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**16. APPROVAL OF EMPLOYMENT AGREEMENT WITH CRYSTAL ESCALERA FOR BOARD SECRETARY**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**17. APPROVAL OF EMPLOYMENT AGREEMENT WITH CLARENCE MANSELL FOR GENERAL MANAGER**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**18. APPROVAL OF EMPLOYMENT AGREEMENT WITH DEBORAH MARTINEZ FOR HUMAN RESOURCES AND RISK MANAGER**

President Dr. Taylor motioned to pull Item No. 14 for a separate discussion and approve Items No. 7, 8, 9, 10, 11, 12, 13, 15, 16, 17 and 18. Vice President Kyle Crowther second the motion which passed by the recorded vote below. There was no discussion on the items.

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<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

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

- **Board Members**
  - **Director Don Olinger:** Commented on the Sunday Special meeting and thanked the public for attending. He also briefly discussed the concern made by Linda Gonzalez during Public Participation regarding public comments in the minutes. Legal Counsel suggested the Executive Committee meet with the Board Secretary and discuss if they wanted to continue with summarized Public Participation comments in the minutes or if they would like to return to a detailed summary. President Dr. Taylor agreed with the suggestion. President Dr. Taylor also informed the public that audio recordings of the Board meetings are available on the district website to listen to or download if the public would like to hear the comments made during Public Participation.
  - **Kyle Crowther:** Thanked the public for attending and their patience with the Board as they work on moving the district forward.
  - **Dr. Michael Taylor:** Thanked Misty Cheng for her service while a search was being conducted for a Chief Financial Officer and the Board Secretary for coordinating the Board retreat. He then reported on the Board Retreat that occurred over the weekend and informed the public that district deficiencies were discussed and possible solutions were proposed. President Dr. Taylor let the public know that he looks forward to the next district retreat that will take place next year.
- **Legal Counsel**
  - No Report
- **General Manager/Staff**
  - **Clarence Mansell:** Thanked the Board Secretary for arranging the retreat, Misty Cheng for filling in while the district searched for a Chief Financial Officer, and welcomed Shamindra “Ricky” Manhabal to the district (Mr. Manhabal was appointed as the district Chief Financial Officer during Closed Session). Mr. Mansell also thanked Gil Navarro, Division II Director for the San Bernardino Municipal Water District, for inviting some of the West Valley Water District staff to tour their facilities related to the State Water Project.

**CLOSED SESSION**

- **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
  - Legal Counsel reported from Closed Session following the adoption of the agenda during the beginning of the meeting. Mr. Tafoya reported that two additional

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defendants were added to this lawsuit and the Board determined that the current outside counsel will also represent the two additional parties.

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Kenny Hernandez v. West Valley Water District San Bernardino County Case No.: CS1825805
  - No report
- CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)
  - No report
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title(s): General Manager, Human Resources/Risk Manager and Board Secretary
  - No report
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Chief Financial Officer
  - Legal Counsel reported from Closed Session following the adoption of the agenda during the beginning of the meeting. Mr. Tafoya reported that the Board voted 3-0 to appoint Shamindra Manbahal to the position of Chief Financial Officer and his contract would be presented to the Board for approval at the next Board of Directors meeting.

## ADJOURN

The meeting adjourned at 7:05 PM.

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**Dr. Michael Taylor**  
**President of the Board of Directors**  
**of West Valley Water District**

## ATTEST:

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**Crystal L. Escalera, Board Secretary**

WVWD

Minutes: 8/4/19

**MINUTES**  
**SPECIAL BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**August 27, 2019**

Attendee Name	Present	Excused	Absent
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Logan Old	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowski	<input checked="" type="checkbox"/> 6:20 PM	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telat Yalcin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sergio Granda	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultant(s)			
Misty Cheng	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

Pledge of Allegiance - Led by Vice President Kyle Crowther  
Opening Prayer - Led by Director Don Olinger  
Call to Order  
Roll Call of Board Members

WVWD

Minutes: 8/27/19

**ADOPT AGENDA**

President Dr. Taylor motioned to adopt the agenda, Vice President Kyle Crowther second the motion which passed by the following vote:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**PUBLIC PARTICIPATION**

The West Valley Water District Board meetings normally schedule Closed Session at 6:00 PM and Open Session at 6:30 PM however, the agenda posted had the times transposed and reflected Open Session beginning at 6:00 PM and Closed Session at 6:30 PM. As a result, Public Comments were taken at the beginning of the meeting and reopened to the public following the Consent Calendar and Business Matters. Al Vogler, Kelly Gregg and June Hayes made comments to the Board of Directors at the beginning of the meeting. The Board then proceeded with the agenda. President Dr. Taylor then reopened Public Participation at 6:40 PM to allow the public that arrived late as a result of the abnormal posted time on the agenda, an opportunity to address the Board. At this time Jazmin Tovar, Chad Morgan, Diana Araiza, Elia Diaz, Butch Araiza and Linda Gonzalez addressed the Board.

**CONSENT CALENDAR**

President Dr. Taylor motioned to adopt the Consent Calendar. Vice President Kyle Crowther second the motion and the recorded vote was taken. There was no discussion on the items.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

1. **APPROVAL OF JULY 2019 PURCHASE ORDER REPORT**
2. **CONSIDER NOTICE OF COMPLETION RECORDATION FOR VALLEY BLVD WATER LINE INSTALLATION**
3. **AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT**
4. **CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE WELL NO. 41 ION EXCHANGE TREATMENT PROJECT**
5. **CONSIDER PURCHASING A NEW 350HP MOTOR AT THE WELL 6 SITE**

WVWD

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## BUSINESS MATTERS

### 6. TREASURER REPORT MAY 2019

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

### 7. TREASURER REPORT JUNE 2019

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion which passed as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

### 8. APPROVAL FOR BUDGET TRANSFER FOR QUIET ROOM CIP PROJECT

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion which passed as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

### 9. AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, CALTRUST, LAIF ACCOUNTS.

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

WVWD

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**10. APPROVAL TO CLOSE CHASE BANK ACCOUNT - SPECIAL REBATE**

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**11. PRESENTATION BY PUN GROUP FOR THE SPECIAL AUDIT JULY 1, 2018-JAN 31, 2019**

President Dr. Taylor pulled Item No. 11 for a separate discussion and presentation. He introduced Ken Pun, Engagement Partner from The Pun Group, who was assigned to the Special Audit requested by the District. Mr. Pun then presented their findings to the Board for the time period of July 1, 2018 through January 31, 2019. Mr. Pun covered the auditor’s responsibility and assessment of the “audit risk of internal controls.” At the conclusion of the report, Mr. Pun addressed the deficiencies identified and made recommendations to correct them. President Dr. Taylor thanked Mr. Pun for his thorough report and opened up the Board to comments and questions. Director Olinger inquired if the Pun group would be working with staff to address the deficiencies reported on. Mr. Pun informed Director Olinger and the Board that his team would be working closely with staff to rectify the issues. Director Olinger then made a request to the General Manger to have a periodic report from the CFO or the district consultant, Misty Cheng, to outline the actions taken to address the identified deficiencies. General Manger Mansell informed the Board that district staff has already begun working on a plan to provide a step by step procedure being taken by the district in regards to the issues. The Board then thanked Mr. Pun for his work and commented with their satisfaction with the results and saw it as an opportunity to use the findings to correctly move the district forward.

Following the presentation President Dr. Taylor reopened Public Participation. After comments were exhausted, it was brought to President Dr. Taylor that a vote needed to be taken on Item No. 11. He then motioned to approve Item No. 11 which was second by Vice President Kyle Crowther. The following vote was then taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

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**12. APPROVAL OF PAYMENT TO TAFOYA LAW GROUP, APC FOR PROFESSIONAL SERVICES RENDERED IN MAY 2019, INVOICE NO. 19-005: \$28,671.60 AND JUNE 2019, INVOICE NO. 19-006: \$26,869.40**

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**13. APPROVAL OF PAYMENT TO LEAL TREJO FOR PROFESSIONAL SERVICES RENDERED IN MAY 2019, INVOICE NO. 17538: \$6,440.00**

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

**14. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN JULY 2019, INVOICE NO. 26013: \$3,657.68, INVOICE NO. 26014; \$18,604.59; INVOICE NO. 26015; \$16,594.50**

President Dr. Taylor motioned to pull Items No. 11 and approve Items No. 6, 7,8, 9, 10, 12, 13, and 14. Director Don Olinger second the motion. There was no discussion. The vote was taken as follows:

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Taylor, President
<b>SECONDER:</b>	Donald Olinger, Director
<b>AYES:</b>	Michael Taylor, Kyle Crowther, Donald Olinger
<b>ABSENT:</b>	Clifford Young, Gregory Young

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

**BOARD MEMBERS**

- **Vice President Kyle Crowther:** Thanked the public for attending. Made a statement that the Board is trying to make the right choices for the District based on the information they received.
- **President Dr. Taylor:** Thanked the public for the comments they brought to the

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Board. He commented that he was satisfied with the results from the audit and looks forward to addressing the areas found to be deficient in the auditor's report and spoke briefly about bringing more accountability to the district as a primary focus.

- **Director Don Olinger:** No report.

#### **LEGAL COUNSEL**

- No report.

#### **GENERAL MANAGER/STAFF**

- **Clarence Mansell:** Informed the Board that Assistant General Manager, Logan Olds, will be giving a brief presentation to a staff member. Mr. Olds then came forward and introduced Sergio Granda, Chief Operator to the Board and public. He reported on an incident that occurred a couple of weeks ago when Mr. Granda was on his way home and witnessed a fire burning at a fireworks factory. Mr. Granda quickly responded to the fire and reported it promptly to the local fire department and coordinated with the West Valley Water District staff to have the proper staff in place to assist the fire department. Mr. Olds presented a certificate on behalf of the district to Mr. Granda in recognition of making a quick and responsive action to an emergency situation, taking steps to ensure the safety of the residents and our communities, and going above and beyond his call to duty. Mr. Granda then came forward to accept his certificate and took pictures with the attending Directors and select staff.

#### **CLOSED SESSION**

The Board recessed into Closed Session at 6:55 PM. Upon return, Legal Counsel reported that there was no final action taken during 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
- ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)

#### **ADJOURN**

The meeting adjourned at 7:30 PM.

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**Dr. Michael Taylor**  
**President of the Board of Directors**  
**of West Valley Water District**

#### **ATTEST:**

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**Crystal L. Escalera, Board Secretary**

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**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** RECEIVE AND FILE JULY 2019 CASH DISBURSEMENTS REPORT

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**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 July 2019 include 175 checks issued from check numbers 75855 through 76029 and 83 electronic fund transfers (EFT) from 3828 through 3910 for a total of \$2,347,717.10. Payroll disbursements for July 2019 total \$1,099,048.24. Disbursements for July 2019 for both accounts payable and payroll total \$3,446,765.34.

**STAFF RECOMMENDATION:**

Receive and file.

Respectfully Submitted,

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

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Clarence Mansell Jr, General Manager

CM;sm

**ATTACHMENT(S):**

1. AP Cash Disbursement Report
2. EFT Payroll Cash Disbursement Report

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
 JULY 2019

**CHECK PAYMENTS**

1	75855	ABULARACH, SANDRA	CUSTOMER REFUND	\$	54.36
2	75856	ACEVEDO, RICARDO	CUSTOMER REFUND	\$	86.73
3	75857	ACEVEDO, RICARDO	CUSTOMER REFUND	\$	62.92
4	75858	ALFARO, GUADALUPE	CUSTOMER REFUND	\$	65.56
5	75859	ALVARADO, SORAYA	CUSTOMER REFUND	\$	1,952.78
6	75860	BREX	CUSTOMER REFUND	\$	786.50
7	75861	BUI, CAROLINE / ANH	CUSTOMER REFUND	\$	51.24
8	75862	CAMACHO, ISAURO	CUSTOMER REFUND	\$	1,606.74
9	75863	CASMALIA INVESTMENT & DEV, LLC	CUSTOMER REFUND	\$	135.72
10	75864	CHEN, YING-LING & CHANG, KEVIN	CUSTOMER REFUND	\$	57.82
11	75865	CITRUS HEIGHTS	CUSTOMER REFUND	\$	180.00
12	75866	CRUZ CONTAINERS, INC.	CUSTOMER REFUND	\$	126.21
13	75867	DENOGEAN, GEORGE	CUSTOMER REFUND	\$	101.64
14	75868	ELITE PREMIER INVESTMENTS INC	CUSTOMER REFUND	\$	39.25
15	75869	FRONTIER COMMUNITIES	CUSTOMER REFUND	\$	101.88
16	75870	GILLIS, L W JR	CUSTOMER REFUND	\$	94.19
17	75871	HORIZONS CONSTRUCTION	CUSTOMER REFUND	\$	1,919.86
18	75872	IKEDA, MICHAEL DEAN	CUSTOMER REFUND	\$	73.62
19	75873	INEZ CADAID	CUSTOMER REFUND	\$	75.25
20	75874	JETER, SAUNDRA & IRBEN	CUSTOMER REFUND	\$	85.94
21	75875	JOANN ALBISO CONSTRUCTION	CUSTOMER REFUND	\$	763.92
22	75876	LANDERO, WILBER/ANA	CUSTOMER REFUND	\$	96.77
23	75877	LENNAR COMMUNITIES	CUSTOMER REFUND	\$	80.34
24	75878	LENNAR HOMES	CUSTOMER REFUND	\$	213.77
25	75879	LOGIC PROPERTIES INC	CUSTOMER REFUND	\$	68.49
26	75880	MARTINEZ, LYDIA	CUSTOMER REFUND	\$	0.48
27	75881	MENDOZA, MARIA LUZ	CUSTOMER REFUND	\$	67.81
28	75882	MESSIER, CLAUDIA/TIMOTHY	CUSTOMER REFUND	\$	56.87
29	75883	MONTELLANO, SANDRA	CUSTOMER REFUND	\$	27.40
30	75884	MONTERROSO, AUDELINA	CUSTOMER REFUND	\$	14.74
31	75885	NEIGHBORHOOD HOUSING SERVICES	CUSTOMER REFUND	\$	36.70
32	75886	NEW YORK REALTY GROUP LLC	CUSTOMER REFUND	\$	56.39
33	75887	PHELPS, AMBER / MICHAEL	CUSTOMER REFUND	\$	73.06
34	75888	PINEDA MALDONADO, FRANCISCO	CUSTOMER REFUND	\$	37.12
35	75889	RAMIREZ, RAMON & MARGARET	CUSTOMER REFUND	\$	38.87
36	75890	RENOVATION EQUITY GROUP LLC.	CUSTOMER REFUND	\$	0.09
37	75891	RODRIGUEZ, VANESSA	CUSTOMER REFUND	\$	10.21
38	75892	ROSANOVA-COOPER, JOANNE/PAUL	CUSTOMER REFUND	\$	53.63
39	75893	SALAZAR, BONNIE	CUSTOMER REFUND	\$	1,347.67
40	75894	SIERRA, NOE / MARIA L.	CUSTOMER REFUND	\$	72.77
41	75895	SMITH, DEMARKUS/SHANISE	CUSTOMER REFUND	\$	42.51
42	75896	SO. PACIFIC C/O UNION PACIFIC	CUSTOMER REFUND	\$	342.79
43	75897	SO. PACIFIC C/O UNION PACIFIC	CUSTOMER REFUND	\$	262.40
44	75898	STEWART, WILLIAM M.	CUSTOMER REFUND	\$	64.11
45	75899	TATE, DARLENE ANGELL	CUSTOMER REFUND	\$	52.53
46	75900	TEKTON CONSTRUCTION &	CUSTOMER REFUND	\$	62.23
47	75901	TING, SIK KIANG GRACE	CUSTOMER REFUND	\$	151.91
48	75902	VAUGH, RONALD	CUSTOMER REFUND	\$	34.28
49	75903	VOVAN, JANE N.	CUSTOMER REFUND	\$	79.31
50	75904	WILSON, YVONNE	CUSTOMER REFUND	\$	19.91
51	75905	XIONG, CHENGGANG	CUSTOMER REFUND	\$	63.92
52	75906	AEROTEK INC	OUTSIDE LABOR	\$	66,352.59
53	75907	BRIAN ALDAMA	SAFETY BOOTS	\$	200.00
54	75908	AQUA-METRIC SALES CO	INVENTORY	\$	41,846.33
55	75909	AT&T	CIRCUIT LINES	\$	2,106.72
56	75910	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	803.79
57	75911	CALTEC CORP.	CONTRACTOR LABOR	\$	187,596.00
58	75912	CAPROCK PARTNERS MGMT, INC.	CUSTOMER REFUND	\$	116.90
59	75913	CEMEX INC	SHOP SUPPLIES	\$	247.95
60	75914	CINTAS CORPORATION	JANITORIAL SERVICES	\$	146.88
61	75915	COLONIAL SUPPLEMENTAL INSURANCE	EMPLOYEES INSURANCE PAYMENTS	\$	2,819.17
62	75916	D & H WATER SYSTEMS, INC.	REPAIRS/MAINTENANCE	\$	387.50

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
JULY 2019

63	75917	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	30.47
64	75918	ALAN DYER	MEDICARE PART B REIMBURSEMENT	\$	403.50
65	75919	JUNE DYER J	MEDICARE PART B REIMBURSEMENT	\$	406.50
66	75920	EMPLOYEE RELATIONS	HUMAN RESOURCES SERVICES	\$	1,714.95
67	75921	ENTERPRISE FM TRUST	LEASED VEHICLES PURCHASED	\$	1,600.03
68	75922	FAST SERVICE	CUSTOMER SERVICES	\$	328.00
69	75923	FERNANDEZ, DEBBIE/FABIAN P	CUSTOMER REFUND	\$	110.31
70	75924	FUEL SERV	FUEL PUMP MAINTENANCE	\$	457.70
71	75925	JOHN P GOUIN	BACKFLOW TEST CERTIFICATION	\$	180.00
72	75926	GRAINGER INC	REPAIRS/MAINTENANCE	\$	3,362.44
73	75927	SERGIO A GRANDA	EXPENSE REIMBURSEMENT	\$	568.43
74	75928	GRIMMER, DEERAY C	CUSTOMER REFUND	\$	56.20
75	75929	JEFFREY M GUILLIAM	D2 CERTIFICATION	\$	60.00
76	75930	ALLAN B HIDALGO	EAL REIMBURSEMENT	\$	318.00
77	75931	HOME DEPOT	REPAIRS/MAINTENANCE	\$	3,247.44
78	75932	ICWA	TRAINING-B LOPEZ / T WASHINGTON	\$	30.00
79	75933	LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	630.85
80	75934	LOWES	REPAIRS/MAINTENANCE	\$	1,650.56
81	75935	MCCROMETER INC	REPAIRS/MAINTENANCE	\$	526.27
82	75936	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	93.31
83	75937	OCCUPATIONAL HEALTH CENTERS	HUMAN RESOURCES SERVICES	\$	2,085.00
84	75938	PACK N MAIL	CUSTOMER SERVICES	\$	175.00
85	75939	RENTERIA, JORGE	CUSTOMER REFUND	\$	12.70
86	75940	RIALTO WATER SERVICES	WATER/SEWER	\$	199.64
87	75941	ROYAL INDUSTRIAL SOLUTIONS	REPAIRS/MAINTENANCE	\$	167.36
88	75942	SHELANDA LANGDON	TURF REBATE	\$	599.00
89	75943	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	154.22
90	75944	FRANCHISE TAX BOARD	EMPLOYEE PAYMENT	\$	100.00
91	75945	STATE WATER RESOURCES CONTROL	CERTIFICATION	\$	70.00
92	75946	ROBERT TEETER	EXPENSE REIMBURSEMENT	\$	70.42
93	75947	TESCO CONTROLS INC	REPAIRS/MAINTENANCE	\$	915.88
94	75948	TIME WARNER CABLE	CABLE/INTERNET	\$	110.88
95	75949	TOM DODSON & ASSOCIATES	PERMIT FEES	\$	950.00
96	75950	TOTALPLAN OF THE INLAND EMPIRE	OFFICE FURNITURE	\$	23,556.31
97	75951	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$	8,274.55
98	75952	VERIZON WIRELESS PHONES	CELL PHONES	\$	106.66
99	75953	WELSH, LEZA L. & RICHARD	CUSTOMER REFUND	\$	20.79
100	75954	ACWA/JOINT POWERS INSURANCE	PROPERTY INSURANCE	\$	97,929.12
101	75955	AT&T LONG DISTANCE	TELEPHONE-LONG DISTANCE	\$	117.45
102	75956	BLOOMINGTON LC LLC	DEPOSIT REFUND	\$	22,617.00
103	75957	CITY OF RIALTO	UUTAX	\$	44,826.66
104	75958	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$	16,224.24
105	75959	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$	325.30
106	75960	COUNTY OF SAN BERNARDINO	PERMIT FEES	\$	346.80
107	75961	CSC ENGINEERING CONSTRUCTION	CONTRACTOR LABOR	\$	19,212.85
108	75962	D & H WATER SYSTEMS, INC.	REPAIRS/MAINTENANCE	\$	9,953.00
109	75963	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	14.95
110	75964	EMPLOYMENT CHECK	HUMAN RESOURCES CONSULTANT	\$	1,320.00
111	75965	FEDEX	MAILING FEES	\$	47.71
112	75966	GAIL C FRY	CUSTOMER REFUND	\$	0.25
113	75967	HARDY & HARPER	STREET PATCHING	\$	33,518.00
114	75968	KENNY J HERNANDEZ	EXPENSE REIMBURSEMENT	\$	40.66
115	75969	HOME DEPOT	REPAIRS/MAINTENANCE	\$	3,223.88
116	75970	EDNA HOOD	TURF REBATE	\$	3,349.00
117	75971	LINDA S JADESKI	EXPENSE REIMBURSEMENT	\$	14.00
118	75972	MHM & ASSOCIATES ENTERPRISES	CONSULTANTS	\$	9,150.50
119	75973	DONALD D OLINGER	EXPENSE REIMBURSEMENT	\$	154.79
120	75974	PF SERVICES INC	REPAIRS/MAINTENANCE	\$	1,663.60
121	75975	RIALTO NORTH CEDAR II, LP	DEPOSIT REFUND	\$	17,546.35
122	75976	RIALTO WATER SERVICES	WATER/SEWER	\$	47.60
123	75977	RIALTO 75 LLC	DEPOSIT REFUND	\$	15,569.70
124	75978	AL ROBLES	EXPENSE REIMBURSEMENT	\$	14.00
125	75979	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	77.56

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
JULY 2019

126	75980	STATE WATER RESOURCES CONTROL	CERTIFICATION	\$	55.00
127	75981	THE GAS COMPANY	OFFICE GAS	\$	52.28
128	75982	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$	375.00
129	75983	UNITED STATES POSTAL SERVICE	POSTAGE	\$	500.00
130	75984	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	1,102.47
131	75985	VERIZON WIRELESS PHONES	CELL PHONES	\$	5,933.89
132	75986	FONTANA CHAMBER OF COMMERCE	SPONSORSHIP	\$	10,000.00
133	75987	CALIFORNIA PUBLIC EMPLOYEES RE	CALPERS 2020 PAYMENT	\$	366,305.00
134	75988	VOID	VOID	\$	-
135	75989	AMAZON	OFFICE SUPPLIES	\$	17,360.62
136	75990	AT&T	WTP TELEMTRY	\$	82.79
137	75991	AT&T	INTERNET	\$	144.25
138	75992	AT&T MOBILITY	CELL PHONES	\$	23.44
139	75993	BETANCOURT, STEPHANIE/RICHARD	CUSTOMER REFUND	\$	43.04
140	75994	BOOT BARN INC	UNIFORMS	\$	96.16
141	75995	CEMEX INC	SHOP SUPPLIES	\$	240.45
142	75996	CLIFTON LARSON ALLEN	CONSULTANTS	\$	2,500.00
143	75997	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$	429.08
144	75998	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	659.03
145	75999	ELITE ROAD SERVICE & TIRE INC	VEHICLES REPAIR/MAINTENANCE	\$	107.50
146	76000	GOVERNMENT FINANCE OFFICERS ASSOC	MEMBERSHIP DUES	\$	160.00
147	76001	GRAINGER INC	REPAIRS/MAINTENANCE	\$	1,057.37
148	76002	HOME DEPOT	REPAIRS/MAINTENANCE	\$	2,575.48
149	76003	HUB CONSTRUCTION SPECIALTIES	REPAIRS/MAINTENANCE	\$	73.40
150	76004	INLAND DESERT SECURITY	ANSWERING SERVICE	\$	484.35
151	76005	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	\$	3,079.09
152	76006	LBA RV-COMPANY XI, LP	CUSTOMER REFUND	\$	45,188.90
153	76007	LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	630.85
154	76008	MUTUAL OF OMAHA INSURANCE COMP	DISABILITY & LIFE INSURANCE	\$	5,984.78
155	76009	MV CHENG & ASSOCIATES INC	CONSULTANT	\$	7,365.00
156	76010	NED'S OIL SALES INC	REPAIRS/MAINTENANCE	\$	57.00
157	76011	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$	70.77
158	76012	ONTARIO REFRIGERATION SERVICES	REPAIRS/MAINTENANCE	\$	353.00
159	76013	REX 2353 LLC	DEPOSIT REFUND	\$	7,458.86
160	76014	ROYAL INDUSTRIAL SOLUTIONS	REPAIRS/MAINTENANCE	\$	6,856.45
161	76015	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$	8.00
162	76016	SANTANA, AARON/ROBERTA	CUSTOMER REFUND	\$	60.00
163	76017	SELECTRON TECHNOLOGIES INC	CONTRACTS/LICENSING	\$	16,525.00
164	76018	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	78,468.12
165	76019	FRANCHISE TAX BOARD	EMPLOYEE PAYMENT	\$	100.00
166	76020	VOID	VOID	\$	-
167	76021	TERRIQUEZ, RAUL	CUSTOMER REFUND	\$	108.78
168	76022	THE GAS COMPANY	WTP GAS BILL	\$	14.30
169	76023	TOTAL FUNDS BY HASLER	POSTAGE METER	\$	43.18
170	76024	TOTALPLAN OF THE INLAND EMPIRE	OFFICE FURNITURE	\$	404.06
171	76025	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE	\$	21,919.78
172	76026	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	186.98
173	76027	VERIZON CONNECT NWF INC	CELL PHONES	\$	795.90
174	76028	TELAT YALCIN	EXPENSE REIMBURSEMENT	\$	1,255.96
175	76029	YO FIRE	REPAIRS/MAINTENANCE	\$	181.83

**EFT PAYMENTS**

176	3828	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	\$	102.37
177	3829	ARAIZA, ANTHONY W	MEDICARE PART B REIMBURSEMENT	\$	1,300.20
178	3830	ARAIZA, DIANA	MEDICARE PART B REIMBURSEMENT	\$	1,300.20
179	3831	ARROWHEAD UNITED WAY	EMPLOYEES PAYMENTS	\$	18.00
180	3832	ASHWORTH, JOHN C	MEDICARE PART B REIMBURSEMENT	\$	447.30
181	3833	ASHWORTH, MARIADA L	MEDICARE PART B REIMBURSEMENT	\$	406.50
182	3834	AUTOMATED GATE SERVICES INC	REPAIRS/MAINTENANCE	\$	686.50
183	3835	BECKER, PAUL	EXPENSE REIMBURSEMENT	\$	111.10
184	3836	BRENNTAG PACIFIC INC	CHEMICALS	\$	2,498.30

**WEST VALLEY WATER DISTRICT**CASH DISBURSEMENT REPORT  
JULY 2019

185	3837	CED CREDIT OFFICE	REPAIRS/MAINTENANCE	\$	814.27
186	3838	CHANDLER ASSET MANAGEMENT	CONSULTANTS	\$	1,050.63
187	3839	CLA VAL CO	REPAIRS/MAINTENANCE	\$	6,225.94
188	3840	DRAKE, LANCE W	EXPENSE REIMBURSEMENT	\$	60.00
189	3841	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	720.82
190	3842	GENERAL PUMP COMPANY INC	REPAIRS/MAINTENANCE	\$	4,370.00
191	3843	GETZ, BETTY	MEDICARE PART B REIMBURSEMENT	\$	406.50
192	3844	GRAYBAR ELECTRIC COMPANY INC	REPAIRS/MAINTENANCE	\$	580.71
193	3845	GRUBERT, BRIAN G	T4 CERTIFICATION	\$	95.00
194	3846	GUNN, DIANA N	EXPENSE REIMBURSEMENT	\$	120.99
195	3847	HACH COMPANY	REPAIRS/MAINTENANCE	\$	3,958.30
196	3848	HALL, BARBARA A.	MEDICARE PART B REIMBURSEMENT	\$	406.50
197	3849	HANNA, DIANA G	MEDICARE PART B REIMBURSEMENT	\$	406.50
198	3850	HANNA, DONALD R	MEDICARE PART B REIMBURSEMENT	\$	406.50
199	3851	HILLMAN, AARON B	BACKFLOW TESTER	\$	180.00
200	3852	INLAND EMPIRE UTILITIES AGENCY	WATER	\$	101,674.80
201	3853	KAZALUNAS, KURT T	SAFETY BOOTS REIMBURSEMENT	\$	200.00
202	3854	KVAC ENVIRONMENTAL SERVICES INC	SLUDGE DISPOSAL	\$	3,511.39
203	3855	MCMASTER-CARR SUPPLY COMPANY	REPAIRS/MAINTENANCE	\$	434.31
204	3856	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR	\$	48,172.00
205	3857	OFFICE SOLUTIONS	OFFICE SUPPLIES	\$	475.90
206	3858	PRUITT, BARBARA J	MEDICARE PART B REIMBURSEMENT	\$	406.50
207	3859	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	450.00
208	3860	SALLENDER, PAULETTE	MEDICARE PART B REIMBURSEMENT	\$	406.50
209	3861	SANDER, THOMAS O	MEDICARE PART B REIMBURSEMENT	\$	406.50
210	3862	SB VALLEY MUNICIPAL	BASELINE FEEDER	\$	194,250.07
211	3863	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	\$	185.00
212	3864	SPIK, LINDA M	MEDICARE PART B REIMBURSEMENT	\$	568.80
213	3865	STERLING WATER TECHNOLOGIES LLC	CHEMICALS	\$	16,371.11
214	3866	ULINE	REPAIRS/MAINTENANCE	\$	670.92
215	3867	YOUNG, CLIFFORD	CALPERS LONG TERM CARE	\$	527.91
216	3868	BRENNTAG PACIFIC INC	CHEMICALS	\$	12,448.69
217	3869	CALIFORNIA LANDSCAPE & DESIGN	LANDSCAPE MAINTENANCE	\$	5,919.00
218	3870	CROWTHER, KYLE	EXPENSE REIMBURSEMENT	\$	549.56
219	3871	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE RESTROOM RENTAL	\$	106.63
220	3872	EMERGENCY MANAGEMENT & PUBLIC	CONSULTANTS	\$	7,500.00
221	3873	HACH COMPANY	REPAIRS/MAINTENANCE	\$	9,779.73
222	3874	HASA INC.	CHEMICALS	\$	718.58
223	3875	HEATEFLEX CORPORATION	CONSULTANTS	\$	3,195.00
224	3876	MCCALLS METERS INC	REPAIRS/MAINTENANCE	\$	3,920.00
225	3877	ROB KATHERMAN CONSULTING	CONSULTANT	\$	2,210.00
226	3878	SB VALLEY MUNICIPAL	BASELINE FEEDER	\$	68,709.70
227	3879	TANGENTIA AMERICA LLC	MAXIMO SOFTWARE	\$	23,735.00
228	3880	TAYLOR, MICHAEL R	EXPENSE REIMBURSEMENT	\$	1,952.10
229	3881	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	\$	15,317.50
230	3882	ALL PRO ENTERPRISES INC.	JANITORIAL SUPPLIES	\$	656.34
231	3883	ARROWHEAD UNITED WAY	EMPLOYEES PAYMENTS	\$	18.00
232	3884	BERTOLINE, GINA E	EXPENSE REIMBURSEMENT	\$	36.01
233	3885	CRB SECURITY SOLUTIONS	ALARM FEES	\$	2,071.76
234	3886	CURTIS, DEVI A	MEDICARE PART B REIMBURSEMENT	\$	568.80
235	3887	CURTIS, MITCHELL A	MEDICARE PART B REIMBURSEMENT	\$	568.80
236	3888	DC FROST ASSOCIATES INC	REPAIRS/MAINTENANCE	\$	4,868.50
237	3889	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	421.40
238	3890	HAAKER EQUIPMENT COMPANY	REPAIRS/MAINTENANCE	\$	282.13
239	3891	HACH COMPANY	REPAIRS/MAINTENANCE	\$	276.36
240	3892	HASA INC.	CHEMICALS	\$	11,062.76
241	3893	INDUSTRIAL METAL SUPPLY CO	REPAIRS/MAINTENANCE	\$	491.64
242	3894	LONG, LEON	MEDICARE PART B REIMBURSEMENT	\$	406.50
243	3895	LONG, MARVALINE	MEDICARE PART B REIMBURSEMENT	\$	406.50
244	3896	MCMASTER-CARR SUPPLY COMPANY	REPAIRS/MAINTENANCE	\$	3,751.42
245	3897	RAINTEK ENTERPRISES INC	CONSULTANTS	\$	97,020.00
246	3898	RAMCO RECYCLED AGGREGATE MATER	DISPOSAL FEES / SHOP SUPPLIES	\$	1,443.53
247	3899	RED WING BUSINESS ADVANTAGE AC	UNIFORMS	\$	189.09

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
JULY 2019

248	3900	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	225.00
249	3901	SAMBA HOLDINGS INC	HUMAN RESOURCES SERVICES	\$	93.75
250	3902	SB VALLEY MUNICIPAL	HYDROELECTRIC LOAN PAYMENT	\$	363,865.01
251	3903	SIKORSKI, KENNETH	MEDICARE PART B REIMBURSEMENT	\$	406.50
252	3904	SO CAL LOCKSMITH / MARY K DUNS	REPAIRS/MAINTENANCE	\$	83.89
253	3905	SUEZ WTS ANALYTICAL INSTRUMENT	REPAIRS/MAINTENANCE	\$	1,923.68
254	3906	ULINE	REPAIRS/MAINTENANCE	\$	404.91
255	3907	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	2,396.72
256	3908	WESTBROOK, LAURA	MEDICARE PART B REIMBURSEMENT	\$	406.50
257	3909	WESTRUX INTERNATIONAL INC	VEHICLE MAINTENANCE	\$	400.00
258	3910	TAFOYA LAW GROUP APC	LEGAL FEES	\$	28,824.70

<b>CHECKS TOTAL</b>	<b>\$ 1,272,700.57</b>
<b>EFT TOTAL</b>	<b>\$ 1,075,016.53</b>
<b>GRAND TOTAL</b>	<b><u>\$ 2,347,717.10</u></b>

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

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
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			<u>613,055.53</u>



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

Date	Item	Check No. or EFT	Amount
07/03/19	Pay Period #14	8568-8578	20,381.71
07/11/19	Monthly Pay Period #7	none	0.00
07/12/19	Manual Check	8579	686.46
07/11/19	Manual Check	8581	4,207.19
07/11/19	Manual Check	8582	4,354.83
07/18/19	Pay Period #15	8583-8587	6,997.92
	<b>Total Checks</b>		<b><u>36,628.11</u></b>
07/03/19	Pay Period #14 Direct Deposits	EFT	180,734.50
07/03/19	Federal Tax Withheld Social Security & Medicare	EFT	75,545.47
07/03/19	State Tax Withheld and State Disability Insurance	EFT	14,778.80
07/03/19	Lincoln Deferred Compensation Withheld	EFT	13,051.41
07/03/19	Lincoln - Employer Match Benefit	EFT	3,500.00
07/03/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
07/03/19	Nationwide Deferred Compensation Withheld	EFT	1,884.20
07/03/19	Nationwide - Employer Match Benefit	EFT	450.00
07/03/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	26,741.61
07/03/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,391.10
07/03/19	California State Disbursement	EFT	1,141.23
07/11/19	Monthly Pay Period #7 Direct Deposits	EFT	6,078.48
07/11/19	Federal Tax Withheld Social Security & Medicare	EFT	1,358.07
07/11/19	State Tax Withheld	EFT	48.46
07/12/19	Federal Tax Withheld Social Security & Medicare	EFT	408.02
07/12/19	State Tax Withheld and State Disability Insurance	EFT	83.13
07/11/19	Federal Tax Withheld Social Security & Medicare	EFT	1,538.93
07/11/19	State Tax Withheld and State Disability Insurance	EFT	372.09
07/11/19	Federal Tax Withheld Social Security & Medicare	EFT	1,538.36
07/11/19	State Tax Withheld and State Disability Insurance	EFT	385.62
07/18/19	Pay Period #15 Direct Deposits	EFT	196,913.52
07/18/19	Federal Tax Withheld Social Security & Medicare	EFT	74,969.11
07/18/19	State Tax Withheld and State Disability Insurance	EFT	14,538.13
07/18/19	Lincoln Deferred Compensation Withheld	EFT	13,647.71
07/18/19	Lincoln - Employer Match Benefit	EFT	3,500.00
07/18/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
07/18/19	Nationwide Deferred Compensation Withheld	EFT	1,884.20
07/18/19	Nationwide - Employer Match Benefit	EFT	450.00
07/18/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	26,205.06
07/18/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,451.69
07/18/19	California State Disbursement	EFT	1,141.23
07/30/19	CalPERS - FY 19/20 Pepay Unfunded Accrued Liability -Classic	EFT	359,013.00
07/30/19	CalPERS - FY 19/20 Prepay Unfunded Accrued Liability -PEPRA	EFT	7,292.00
	<b>Total EFT</b>		<b><u>1,062,420.13</u></b>
	<b>Grand Total Payroll Cash</b>		<b><u>1,099,048.24</u></b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AMENDMENT TO ARTICLE 10 - SICK LEAVE/BEREAVEMENT

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**BACKGROUND:**

The West Valley Water District (“District”) Human Resources Policies and Practices Manual specifies its Bereavement Policy in Article 1002. The District allows up to five (5) days bereavement leave due to the death of persons in the immediate family of any relative living with the employee. The proposed amendment to Article 1002 (**Exhibit A – Redlined**) specifies the time duration in which an employee shall take bereavement leave.

**DISCUSSION:**

Article 1002 of the District’s Sick Leave policy allows an employee to utilize up to five (5) days bereavement leave due to the death of persons in the immediate family or any relative living with the employee. The proposed amendment (**Exhibit A**) specifies the time period in which such leave shall be taken; within a 30 day period. The proposed amendment reflects a reasonable time line for employees to utilize this leave. Upon request, additional earned sick leave may be used, subject to the approval of the General Manager or designee. Attached is **Exhibit B** – Article 1002 without tracked changes.

**FISCAL IMPACT:**

There is no fiscal impact for this item.

**STAFF RECOMMENDATION:**

Recommend Board approval of Resolution 388-75 (**Exhibit C**) amending in part Article 1002 – Bereavement Policy as specified in **Exhibit A**.

Respectfully Submitted,

Clarence C. Mansell Jr.

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Clarence Mansell Jr, General Manager

DM:ce

**ATTACHMENT(S):**

1. Exhibit A - Article 10 Redlined
2. Exhibit B Article 10 without tracked changes
3. Exhibit C Resolution 388.75

# EXHIBIT A

	<b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b>	<b>Article No. 10</b>	<b>2.5.a</b>
		<b>Board Effective Date:</b> <b>04-19-18</b>	
		<b>Revision Date &amp; No:</b>	
<b>TITLE: SICK LEAVE</b>		<b>Page 1 of 5</b>	

**1001. SICK LEAVE**

- a) Sick leave is provided to promote the health and welfare of the individual employee. It is not an earned right to time off from work. Sick leave may be used for (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a). Sick leave shall not be used for vacation or personal leave, unless approved by the General Manager or his designee. A medical release may be required upon returning to work for any sick leave absence exceeding three (3) consecutive work days. (See Article, 11, Section 1103 and 1107)


**SICK LEAVE FOR TEMPORARY EMPLOYEES**

- b) Effective July 1, 2015, a temporary employee may begin to accrue paid sick leave at the rate of one (1) hour of pay for every 30 hours worked beginning on the first day of employment. The temporary employee is not eligible to begin using any accrued paid sick until after 90 days at the District. A temporary employee is only allowed to use up to the maximum of 3 days or 27 hours whichever is greater of paid leave in a 12-month period. A temporary employee can accrue paid sick leave up to a cap of 6 days or 54 hours. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap.

Any unused accrued paid sick leave carries over year to year while continuously employed. A temporary employee -will not be compensated for sick leave at the time of termination. However, if rehired by the District within one year of the date of separation, the previously- accrued and unused paid sick leave hours shall be reinstated. The temporary employee can use up to one-half of their annual sick leave accrual amount for Kin Care, once that time is accrued. No other benefits apply. A medical release is required upon returning to work after three (3) consecutive work days of sick leave. (See Article 11, Section 1103) The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

**1002. BEREAVEMENT**

The District allows up to -five (5) days bereavement leave due to the death of persons in the immediate family or any relative living with the employee. Such Leave shall be taken within a 30 day period. Upon request, additional earned sick leave may be used, subject to the approval of the General Manager or designee. Immediate family is considered to include mother, father, brother, sister, child, spouse, registered domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and step

 <p>West Valley Water District Board of Directors</p>	<p>WEST VALLEY WATER DISTRICT Human Resources Policies &amp; Practices Manual</p>	<p>Article No. 10</p>	<p>2.5.a</p>
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		<p>Revision Date &amp; No:</p>	
<p>TITLE: SICK LEAVE</p>		<p>Page 2 of 5</p>	

child, parent and grandparent.

**1003. ACCUMULATIVE SICK LEAVE**

Each full time employee accrues 3.7 hours for each complete pay period of employment. Part time employees accrue sick leave in a prorated amount based upon the percentage of full time hours they are scheduled, but at a rate of no less than one (1) hour accrued for every 30 hours worked. Employees must be employed for 90 days before taking any accrued sick leave. Earned sick leave is available for use the first day following the pay period in which it is earned. Sick leave is accumulated in unlimited amounts. The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

**1004. PAY**

Sick leave will be paid at the employee's regular hourly rate at the time used.


**1005. ACCRUAL**

All sick leave will be accrued per complete pay period and will be credited per pay period. Persons on sick leave who have exhausted all accrued sick time will not accumulate additional sick leave until after returning to work, except under special circumstances as approved by the Board of Directors. (See Article 10, Section 1012a)

**1006. NOTICE OF SICKNESS**

The employee must notify his/her immediate supervisor, or in his/her absence, another supervisor within their work area at the District offices within one-half (1/2) hour after the employee's normal start time each day of absence to qualify for sick leave with pay, unless the employee has provided the District with a work release signed by his/her doctor or unless a medical emergency prevents prior notice, in which case, notice must be provided as soon as reasonably possible. Text or voice mail notice is acceptable, however, an acknowledgement must be received by the employee's Supervisor. An employee provided with a work release shall periodically notify his/her supervisor of the status of his/her health or injury condition and estimated time of return to work.

The Supervisor should be given as much notice as possible when an employee has scheduled a medical appointment.

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		<p><b>Board Effective Date:</b> <b>04-19-18</b></p>	
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**1007. IMPROPER USE**

Extending your vacation, weekends, and/or holidays increases the workload of your co-workers, places an undue burden on the team, and unreasonably delays projects, daily work-loads and/or scheduled maintenance without good cause. Employees are expected to be at work unless on pre-approved leave and employees shall not extend weekends, holidays, or approved time off unless time off has been pre-approved or appropriate certification is submitted to the District.


Where there is reason to believe an employee has abused any paid leave; the District may require the employee to submit a doctor’s certificate, affidavit, or other documentation on forms prescribed by the District, as substantiation of a sick leave absence in excess of three (3) consecutive work days. A failure to provide the required documentation will result in the deduction of salary of the days of absence and may result in disciplinary action.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the Supervisor. Leave use patterns indicated above may suggest an “earn and burn” leave abuse pattern and may be subject to disciplinary action.

**1008. SICK LEAVE CONVERSION-TERMINATION BENEFITS**

- a) Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee’s PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must elect to apply one hundred percent (100%) of accrued sick leave to such employee’s PERS retirement account, or Sections (b) and (c) below shall apply.
- b) In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (a) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability or death, based upon the formula below.

Sick Leave Accrued as of Date of Retirement, Permanent Disability or Death	Percentage (%) to be Paid
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%

 <p>West Valley Water District Board of Directors</p>	<p><b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b></p>	<p><b>Article No. 10</b></p>	<p><b>2.5.a</b></p>
		<p><b>Board Effective Date:</b> <b>04-19-18</b></p>	
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<p><b>TITLE: SICK LEAVE</b></p>		<p><b>Page 4 of 5</b></p>	

841 to 960 Hours	50%
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- c) Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.
- d) In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

**1009. SICK LEAVE CASH OUT**

The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions.


- a) A total of 160 hours must be maintained after reimbursement.
- b) The request for reimbursement must be submitted in writing to the Human Resources Department.
- c) The General Manager must approve all requests.
- d) Sick Leave Cash Out payments will be made on an off cycle payroll week in November.

**1010. WORKER'S COMPENSATION**

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving Workers' Compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the District within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District's business needs.

The employee may elect during such absence to apply sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.




 <p><b>West Valley Water District</b> Board of Directors</p>	<p><b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b></p>	<b>Article No. 10</b>	<b>2.5.a</b>
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The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the essential functions of the employee's position with or without reasonable accommodation. The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been terminated.

Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums, as if the employee were not in leave status, for the duration of the leave. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed. No accrual of vacation time, holiday, sick leave or employment service will take place during such leaves of absence.

# EXHIBIT B

	<b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b>	<b>Article No. 10</b>	<b>2.5.b</b>
		<b>Board Effective Date:</b> <b>04-19-18</b>	
		<b>Revision Date &amp; No:</b>	
<b>TITLE: SICK LEAVE</b>		<b>Page 1 of 5</b>	

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**SICK LEAVE FOR TEMPORARY EMPLOYEES**

- b) Effective July 1, 2015, a temporary employee may begin to accrue paid sick leave at the rate of one (1) hour of pay for every 30 hours worked beginning on the first day of employment. The temporary employee is not eligible to begin using any accrued paid sick until after 90 days at the District. A temporary employee is only allowed to use up to the maximum of 3 days or 27 hours whichever is greater of paid leave in a 12-month period. A temporary employee can accrue paid sick leave up to a cap of 6 days or 54 hours. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap.

Any unused accrued paid sick leave carries over year to year while continuously employed. A temporary employee will not be compensated for sick leave at the time of termination. However, if rehired by the District within one year of the date of separation, the previously- accrued and unused paid sick leave hours shall be reinstated. The temporary employee can use up to one-half of their annual sick leave accrual amount for Kin Care, once that time is accrued. No other benefits apply. A medical release is required upon returning to work after three (3) consecutive work days of sick leave. (See Article 11, Section 1103) The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

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child, parent and grandparent.

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**1006. NOTICE OF SICKNESS**

The employee must notify his/her immediate supervisor, or in his/her absence, another supervisor within their work area at the District offices within one-half (1/2) hour after the employee's normal start time each day of absence to qualify for sick leave with pay, unless the employee has provided the District with a work release signed by his/her doctor or unless a medical emergency prevents prior notice, in which case, notice must be provided as soon as reasonably possible. Text or voice mail notice is acceptable, however, an acknowledgement must be received by the employee's Supervisor. An employee provided with a work release shall periodically notify his/her supervisor of the status of his/her health or injury condition and estimated time of return to work.

The Supervisor should be given as much notice as possible when an employee has scheduled a medical appointment.

 <p><b>West Valley Water District</b> Board of Directors</p>	<p><b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b></p>	<p><b>Article No. 10</b></p>	<p><b>2.5.b</b></p>
		<p><b>Board Effective Date:</b> <b>04-19-18</b></p>	
		<p><b>Revision Date &amp; No:</b></p>	
<p><b>TITLE: SICK LEAVE</b></p>		<p><b>Page 3 of 5</b></p>	

**1007. IMPROPER USE**

Extending your vacation, weekends, and/or holidays increases the workload of your co-workers, places an undue burden on the team, and unreasonably delays projects, daily work-loads and/or scheduled maintenance without good cause. Employees are expected to be at work unless on pre-approved leave and employees shall not extend weekends, holidays, or approved time off unless time off has been pre-approved or appropriate certification is submitted to the District.


Where there is reason to believe an employee has abused any paid leave; the District may require the employee to submit a doctor’s certificate, affidavit, or other documentation on forms prescribed by the District, as substantiation of a sick leave absence in excess of three (3) consecutive work days. A failure to provide the required documentation will result in the deduction of salary of the days of absence and may result in disciplinary action.

The District encourages its employees to maintain sufficient paid leave balances in the event the employee is subjected to an unforeseen emergency or incident requiring multiple days off with little or no notice to the Supervisor. Leave use patterns indicated above may suggest an “earn and burn” leave abuse pattern and may be subject to disciplinary action.

**1008. SICK LEAVE CONVERSION-TERMINATION BENEFITS**

- a) Upon retirement, permanent disability or death, an employee, or estate of a deceased employee, may elect to have all accrued sick leave applied to such employee’s PERS retirement account as provided for in the contract between PERS and the District. Such employee, or estate of a deceased employee, must elect to apply one hundred percent (100%) of accrued sick leave to such employee’s PERS retirement account, or Sections (b) and (c) below shall apply.
- b) In the event the employee, or estate of a deceased employee, does not make the election pursuant to Section (a) above, upon retirement, permanent disability or death, an employee or the estate of a deceased employee will be paid for unused sick leave accrued to the date of retirement, permanent disability or death, based upon the formula below.

Sick Leave Accrued as of Date of Retirement, Permanent Disability or Death	Percentage (%) to be Paid
480 Hours or less	30%
481 to 600 Hours	35%
601 to 720 Hours	40%
721 to 840 Hours	45%

 <p><b>West Valley Water District</b> Board of Directors</p>	<p><b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices Manual</b></p>	<p><b>Article No. 10</b></p>	<p><b>2.5.b</b></p>
		<p><b>Board Effective Date:</b> <b>04-19-18</b></p>	
		<p><b>Revision Date &amp; No:</b></p>	
<p><b>TITLE: SICK LEAVE</b></p>		<p><b>Page 4 of 5</b></p>	

841 to 960 Hours	50%
------------------	-----

- c) Upon retirement, permanent disability or death, all accrued and unused sick leave above the cash payment formula shall be applied to the employee's PERS retirement account as provided for in the contract between PERS and the District or an employee may elect to allow all sick leave to be applied to the retirement account.
- d) In no event shall any employee, or estate of a deceased employee, receive cash payment under this Section in excess of four hundred eighty (480) hours.

**1009. SICK LEAVE CASH OUT**


The District will pay up to forty (40) hours of accrued sick leave per year under the following conditions.

- a) A total of 160 hours must be maintained after reimbursement.
- b) The request for reimbursement must be submitted in writing to the Human Resources Department.
- c) The General Manager must approve all requests.
- d) Sick Leave Cash Out payments will be made on an off cycle payroll week in November.

**1010. WORKER'S COMPENSATION**

If an employee is injured at work and is temporarily unable to perform his or her usual and customary work, the employee will be allowed to take an unpaid leave of absence while receiving Workers' Compensation benefits. Certification from a recognized medical professional confirming the necessity of the leave must be provided to the District within fourteen (14) days after the leave begins. The duration of the leave will be determined on a case-by-case basis, considering both the injured employee's medical condition and the District's business needs.

The employee may elect during such absence to apply sick leave on a prorated basis to such absence and receive compensation in an amount equal to the difference between compensation received as regular salary and the amount received as Workers' Compensation benefits, not to exceed the amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

 <p><b>West Valley Water District</b> Board of Directors</p>	<p><b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b></p>	<p><b>Article No. 10</b></p>	<p><b>2.5.b</b></p>
		<p><b>Board Effective Date:</b> <b>04-19-18</b></p>	
		<p><b>Revision Date &amp; No:</b></p>	
<p><b>TITLE: SICK LEAVE</b></p>		<p><b>Page 5 of 5</b></p>	

The employee may return to work only after a recognized medical professional certifies that the employee is capable of resuming all of the essential functions of the employee's position with or without reasonable accommodation. The District may, in its discretion, provide modified or light duty work if the employee's release contains such limitation. If the employee has been released without limitation, the employee will be offered the same position he or she held previously, unless the job no longer exists or has been filled so that the District can operate safely and efficiently or the employment relationship has otherwise been terminated.

Workers' compensation leave will run concurrently with any family and medical leave. During the period of leave, the District will continue payment of all premiums for employee benefit plans in place at the time the leave begins. The District will also continue the employer contribution for employee benefit premiums, as if the employee were not in leave status, for the duration of the leave. The employee must reimburse the District for any portion of benefits they would have paid through payroll deduction. Such reimbursement must be received by the District within 30 days of the date of the invoice or written notification. If the District does not receive the reimbursement from the employee within 30 days, the District can cancel any policies and/or plans for which they have not been reimbursed. No accrual of vacation time, holiday, sick leave or employment service will take place during such leaves of absence.

# EXHIBIT C



**RESOLUTION NO. 388.75**  
**A RESOLUTION OF THE BOARD OF DIRECTORS OF**  
**THE WEST VALLEY WATER DISTRICT AMENDING IN PART, RESOLUTION NO. 388.54**  
**OF THE HUMAN RESOURCES POLICIES AND PRACTICES**

**WHEREAS**, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted Resolution No. 388-54, Personnel Policies and Practices Manual, .

**WHEREAS**, Article 10– Sick Leave

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the West Valley Water District does hereby amend Article 10 of the Human Resources Policies and Practices manual as follows:

**ARTICLE 10 – SICK LEAVE**

**1001. SICK LEAVE**

- a) Sick leave is provided to promote the health and welfare of the individual employee. It is not an earned right to time off from work. Sick leave may be used for (1) diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee’s family member; or (2) for an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code sections 230(c) and 230.1(a). Sick leave shall not be used for vacation or personal leave, unless approved by the General Manager or his designee. A medical release may be required upon returning to work for any sick leave absence exceeding three (3) consecutive work days. (See Article, 11, Section 1103 and 1107)

**SICK LEAVE FOR TEMPORARY**

- b) Effective July 1, 2015, a temporary employee may begin to accrue paid sick leave at the rate of one (1) hour of pay for every 30 hours worked beginning on the first day of employment. The temporary employee is not eligible to begin using any accrued paid sick until after 90 days at the District. A temporary employee is only allowed to use up to the maximum of 3 days or 27 hours whichever is greater of paid leave in a 12-month period. A temporary employee can accrue paid sick leave up to a cap of 6 days or 54 hours. Sick leave does not accrue once the cap is reached, but accrual begins again when accrued sick leave drops below the cap.

Any unused accrued paid sick leave carries over year to year while continuously employed. A temporary employee will not be compensated for sick leave at the time of termination. However, if rehired by the District within one year of the date of separation, the previously-accrued and unused paid sick leave hours shall be reinstated. The temporary employee can use up to one-half of their annual sick leave accrual amount for Kin Care, once that time is accrued. No other benefits apply. A medical release is required upon returning to work after three (3) consecutive work days of sick leave. (See Article 11, Section 1103) The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

**1002. BEREAVEMENT**

The District allows up to five (5) days bereavement leave due to the death of persons in the immediate family or any relative living with the employee. Such Leave shall be taken within a 30 day period. Upon request, additional earned sick leave may be used, subject to the approval of the General Manager or designee. Immediate family is considered to include mother, father, brother, sister, child, spouse, registered domestic partner, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, and step child, parent and grandparent.

**1003. ACCUMULATIVE SICK LEAVE**

Each full time employee accrues 3.7 hours for each complete pay period of employment. Part time employees accrue sick leave in a prorated amount based upon the percentage of full time hours they are scheduled, but at a rate of no less than one (1) hour accrued for every 30 hours worked. Employees must be employed for 90 days before taking any accrued sick leave. Earned sick leave is available for use the first day following the pay period in which it is earned. Sick leave is accumulated in unlimited amounts. The minimum charge against sick leave shall be one-fourth (1/4) hour increments.

**1004. PAY**

Sick leave will be paid at the employee's regular hourly rate at the time used.

**1005. ACCRUAL**

All sick leave will be accrued per complete pay period and will be credited per pay period. Persons on sick leave who have exhausted all accrued sick time will not accumulate additional sick leave until after returning to work, except under special circumstances as approved by the Board of Directors. (See Article 10, Section 1012a)

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amount of available accrued sick leave. Similarly, the employee may elect to use any accrued paid leave time and accrued time off after the sick leave is exhausted.

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BE IT FURTHER RESOLVED that said Resolution shall be effective September 19, 2019.

**ADOPTED, SIGNED AND APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2019 BY THE FOLLOWING VOTE:**

**AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:  
ABSTAIN: DIRECTORS:**

\_\_\_\_\_  
Dr. Michael R. Taylor,  
President of the Board of Directors  
West Valley Water District

ATTEST:

\_\_\_\_\_  
Crystal Escalera  
Board Secretary



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** APPROVAL OF AUGUST 2019 PURCHASE ORDER REPORT

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**BACKGROUND:**

The West Valley Water District (“District”) generated forty-six (46) Purchase Orders (“PO”) in the month of August 2019 to various vendors that provide supplies and services to the District. There were thirty-four (34) PO’s issued below the General Manager’s approval level, eleven (11) PO’s issued at the General Manager’s approval level and one (1) PO issued with Board approval. The total amount issued to PO’s for the month of August 2019 was **\$419,137.68**. A table listing all PO’s for August 2019 is shown in **Exhibit A**.

**FISCAL IMPACT:**

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

**STAFF RECOMMENDATION:**

Receive and file the August 2019 Purchase Order Report.

Respectfully Submitted,

---

Clarence Mansell Jr, General Manager

CM:ar

**ATTACHMENT(S):**

1. August 2019 Purchase Order Report

# Exhibit A

**West Valley Water District**  
**Monthly Purchase Order Report**  
**August 2019**

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
1	8/1/2019	4783	GRAINGER INC	\$ 713.20	4 IN KNOCKOUT PUNCH
2	8/1/2019	4785	SUPERIOR TANK CO INC	\$ 3,178.63	ANTI-CLIMB FDOR LADDER ON RESERVOIR AT WELL # 54
3	8/1/2019	4786	CED CREDIT OFFICE	\$ 905.10	WIRE FOR VFD FOR WELL 54
4	8/1/2019	4788	THERMO ELECTRON NORTH AMERI	\$ 3,085.13	AS 16 ANALYTICAL COLUMN + AG 16 GUARD COLUMN
5	8/1/2019	4789	HACH COMPANY	\$ 3,009.46	PART # LXV445.99.53112
6	8/2/2019	4790	BHI PLUMBING, HEATING AND A	\$ 590.00	BATHROOM REPAIRS
7	8/6/2019	4791	BIA-BALDY VIEW CHAPTER	\$ 645.42	2019 SAN BERNARDINO COUNTY WATER CONFERENCE
8	8/6/2019	4793	CDW GOVERNMENT INC	\$ 6,484.55	INFORMATION TECHNOLOGY
9	8/7/2019	4796	SOURCE GRAPHICS	\$ 857.70	PRINT, GRAPHICS
10	8/8/2019	4797	BANK OF AMERICA-8709	\$ 505.11	HOTEL FOR TREATMENT OPERATOR FOR CONFERENCE
11	8/12/2019	4798	BANK OF AMERICA-8709	\$ 524.51	HOTEL FOR PURCHASING SPECIALIST CONFERENCE
12	8/13/2019	4800	GENERAL PUMP COMPANY INC	\$ 1,715.00	TRIM BALANCE ON THE NORTH WELL AT EAST COMPLEX
13	8/13/2019	4801	TESCO CONTROLS INC	\$ 4,500.00	PRETREATMENT DUMP VALVE PROGRAMMING
14	8/13/2019	4802	VORTEX INDUSTRIES INC	\$ 6,586.20	AUTOMATED ROLL UP FOR ARSENIC PLANT
15	8/14/2019	4804	CDW GOVERNMENT INC	\$ 6,919.85	HP SMART BUY255 G7 15.6" A6-9225 8GB RAM 256GB
16	8/14/2019	4805	GENERAL PUMP COMPANY INC	\$ 1,375.00	INSTALLATION OF MOTOR
17	8/15/2019	4806	GENERAL PUMP COMPANY INC	\$ 9,742.70	FBR BUSTER PUMP 110 B
18	8/15/2019	4807	HACH COMPANY	\$ 4,014.66	5200 LAB TURBIDITY METER
19	8/15/2019	4808	HACH COMPANY	\$ 6,902.00	SERVICE CONTRACT TOC METER
20	8/15/2019	4811	AQUA-METRIC SALES CO	\$ 1,366.87	METER STOCK ORDER
21	8/15/2019	4812	ELITE ROAD SERVICE & TIRE I	\$ 570.80	TIRES FOR UNIT 212
22	8/20/2019	4813	USA BLUEBOOK	\$ 3,174.96	CHEMICAL TANKS FOR WELLS 1&8, BUHEADS FOR TANKS
23	8/22/2019	4814	CRB SECURITY SOLUTIONS	\$ 1,380.28	SIMPLEX HEAT DETECTOR
24	8/23/2019	4816	AWWA	\$ 1,095.00	2019 AWWA CONFERENCE
25	8/23/2019	4817	THERMO ELECTRON NORTH AMERI	\$ 4,627.62	ANALYTICAL AND GUARDS COLUMNS
26	8/27/2019	4818	MCMMASTER-CARR	\$ 1,418.99	WALL MOUNTED DRINKING FOUNTAIN
27	8/27/2019	4819	MCMMASTER-CARR	\$ 1,290.85	UV SUMP-PUMP FOR UV BASEMENT
28	8/27/2019	4820	HOSE-MAN	\$ 1,069.98	4" DISCHARGE HOSE
29	8/27/2019	4821	USA BLUEBOOK	\$ 466.39	WATER TESTING CHEMICALS
30	8/28/2019	4823	IFLOW ENERGY SOLUTIONS INC	\$ 7,398.76	METER STOCK
31	8/28/2019	4825	GEOSCIENCE SUPPORT SVCS INC	\$ 4,517.00	ANNUAL SAMPLING (JULY 2019) -FBR MONITORING WELLS
32	8/29/2019	4827	UNIVAR USA INC	\$ 3,083.81	75% PHOSPHORIC ACID
33	8/30/2019	4829	BANK OF AMERICA-1405	\$ 8,000.00	BOARD RETREAT
34	8/30/2019	4830	BANK OF AMERICA-8709	\$ 745.00	CRANE RECERTIFICATION
			<b>Total PO's up to \$10K</b>	<b>\$ 102,460.53</b>	
35	8/1/2019	4782	VULCAN MATERIALS COMPANY	\$ 25,000.00	COLD MIX ASPHALT
36	8/1/2019	4784	GENERAL PUMP COMPANY INC	\$ 17,465.33	FBR INFLUENT BOOSTER REPAIR
37	8/1/2019	4787	BRENNTAG PACIFIC INC	\$ 15,264.83	ACETIC ACID 80%
38	8/6/2019	4792	DIGITAL IMAGE SOLUTIONS, LL	\$ 12,000.00	COPIER MACHINES MAINTENANCE AGREEMENT
39	8/13/2019	4799	BRENNTAG PACIFIC INC	\$ 12,288.67	ACETIC ACID 80%
40	8/13/2019	4803	FLYERS ENERGY LLC	\$ 10,068.70	GASOLINE ORDER
41	8/22/2019	4815	AMAZON	\$ 10,306.46	COMPUTER ACCESSORIES
42	8/28/2019	4822	ESRI INC	\$ 25,000.00	REPAIR & MAINTENANCE/CONTRACT AND LICENSING GIS
43	8/28/2019	4824	SOUTHWEST VALVE & EQUIPMENT	\$ 10,090.00	ROEMER PLANT SLIDE GATE EMO
44	8/29/2019	4826	YO FIRE	\$ 18,135.98	STOCK ORDER
45	8/30/2019	4828	HONEYWELL	\$ 22,476.65	METER STOCK
			<b>Total PO's GM Approval</b>	<b>\$ 178,096.62</b>	
46	8/15/2019	4810	GENERAL PUMP COMPANY INC	\$ 138,580.53	PHASE 1 & 2 FOR WELL 15 (BA: 7/11/19)
			<b>Total PO's Board Approval</b>	<b>\$ 138,580.53</b>	
46 PO's			<b>GRAND TOTAL</b>	<b>\$ 419,137.68</b>	



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AMENDMENT TO ARTICLE 1703 - GRIEVANCE RIGHTS OF EMPLOYEES

---

**BACKGROUND:**

The West Valley Water District (“District”) Human Resources Policies and Practices Manual specifies its Grievance Rights of Employees in Article 1703. The Article has been amended to allow sufficient time for management to respond to an employee grievance.

**DISCUSSION:**

Article 1703 - *Grievance Rights of Employees* provides every employee the right to present any question or problem which may affect his/her work environment. The proposed amendment as described in **Exhibit A (Redlined)** will allow management to acknowledge receipt of a complaint within five (5) days and provide a written response within thirty (30) days. The current policy specifies a written response from the supervisor within five (5) days. This amendment will provide an acknowledgement within five days and an answer within 30 days to allow any matter presented to be thoroughly investigated. **Exhibit B** presents Article 17 without tracked changes.

**FISCAL IMPACT:**

There is not fiscal impact for this item.

**STAFF RECOMMENDATION:**

Recommend Board consideration and approval of Resolution 388-74 (**Exhibit C**) amending in part Article 1703 as specified in **Exhibit A**.

Respectfully Submitted,



Clarence C. Mansell Jr.

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Clarence Mansell Jr, General Manager

DM:ce

**ATTACHMENT(S):**

1. Exhibit A Article 17 Redlined
2. Exhibit B - Article 17 without redline
3. EXHIBIT C Resolution 388.74

# EXHIBIT A

	<b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b>	<b>Article No. 17</b>
		<b>Board Effective Date:</b> <b>04-19-18</b>
		<b>Revision Date &amp; No:</b>
<b>TITLE: DISCIPLINE, DISMISSAL AND</b> <b>VIOLENCE IN THE WORKPLACE</b>		<b>Page 1 of 8</b>

### **1701. PROHIBITION AGAINST VIOLENCE IN THE WORKPLACE**

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or Districts ability to execute its daily business will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property shall be removed from the premises immediately pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees, District members or the public while conducting business for the District, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual, and/or prosecution of the person(s).


Employees are responsible for notifying their immediate supervisor. In the event said immediate supervisor is involved in an incident, then the employee shall report the matter to the next level of supervisor. All reports of workplace violence will be investigated by management. No retaliation will occur against an employee who reports actual or potential workplace violence.

For the purpose of maintaining workplace safety and productivity, employees involved in an incident may be suspended immediately pending investigation of the incident. All incident reports and findings of the investigation shall be documented. Said documentation shall also include statements of the individuals involved in the incident. When appropriate, law enforcement shall be contacted.

Once the investigation is completed, management shall take the appropriate disciplinary action as provided in these Human Resources Policies & Practices Manual.

### **1702. DISCIPLINARY ACTION**

As used herein, disciplinary action is an action taken by a supervisor or management against an employee, which could mean the dismissal, demotion, reduction in pay,


	<b>WEST VALLEY WATER DISTRICT</b> <b>Human Resources Policies &amp; Practices</b> <b>Manual</b>	<b>Article No. 17</b>
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		<b>Revision Date &amp; No:</b>
<b>TITLE: DISCIPLINE, DISMISSAL AND</b> <b>VIOLENCE IN THE WORKPLACE</b>		<b>Page 2 of 8</b>

suspension, reprimand of an employee or other similar process for dealing with and/or attempting to correct behavior that does not meet the expected performance standards.

**1. Grounds for Disciplinary Action**

The following is a non-exhaustive list of offenses giving rise to disciplinary action:

- a) Failure to follow direction, procedure, or policies of the District.
- b) Rudeness or discourtesy to the public, a supervisor, or fellow employees.
- c) Misuse or damage of District property and/or equipment.
- d) Incompetence, insubordination, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- e) Physical violence, fighting, or creating a disturbance. Such conduct may include, but is not limited to, the following:
  1. Threatening, intimidating, coercing, or abusing fellow employees or customers.
  2. Physically intimidating or attacking another individual through the use or intended use of force.
  3. Verbal or physical abuse to the public, a supervisor or fellow employee.
  4. Disorderly, indecent or immoral conduct while on duty or while in District uniform, either during or outside of duty hours which causes discredit to the District.
- f) Theft or unauthorized use of District property.
- g) Dishonesty.
- h) Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- i) Conducting non-District business activities during working hours.


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- j) Harassment, bullying and/or discrimination in any form.
- k) Consumption of alcoholic beverages, use of drugs and marijuana/cannabis while on duty or on District premises, or being under the influence of alcohol and or drugs while on duty.
- l) Use of, possession of, and/or transfer or sale of, non-prescribed drugs or narcotics while on duty or on District premises.
- m) Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.
- n) Unauthorized absence from work.
- o) Failure to report an injury promptly or significant unsafe working practices to a supervisor.
- p) Misrepresentations in obtaining employment with or promotion within the District.
- q) Falsification of forms, records, or reports; including, but not limited to, time sheets, employment applications and District documents.
- r) Possessing or bringing firearms or weapons onto District property.
- s) Destroying or willfully damaging District or employee property, records, or other materials.
- t) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

## **2. Disciplinary Actions Not Subject to Notice and Hearing Procedures**

The following disciplinary actions may be taken against any employee without compliance with the procedures set forth in Section 1702 (4) below:

- a) Counseling statements.

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- b) Verbal or written warnings.
- c) Performance Improvement Plan (PIP) (Form A) for 90 calendar days during which time the employee's performance, attention to job duties, attitude, and timeliness are closely supervised. This can lead to further disciplinary action.
- d) Reassignment not entailing a salary reduction or demotion.
- e) Suspension for three (3) days or less without pay.

The following form shall be used for procedures of disciplinary action under Section 1702 (2):


Employee Commendation/Disciplinary Action Report Form 1702 A

### 3. Disciplinary Actions Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against a regular employee either by the General Manager or his designee:

- a) **Suspension from Duty:** Suspension from duty for four (4) or more days without pay.
- b) **Salary Reduction:** A reduction in pay from the employee's current pay range to any lower amount within that same range, as such range is recorded in the Districts current salary schedule.
- c) **Demotion:** Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes. (Demotions resulting from employee's inability to satisfactorily complete his/her probationary period, organizational changes, or layoffs are not disciplinary in nature and not subject to this Section.)
- d) **Termination:** Discharge from District employment.


### 4. Disciplinary Procedures

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The procedures provided below apply to regular employees who have completed their probationary periods and are subject to disciplinary measures set forth in Section 1702 (3).

- a) **Notice of Disciplinary Action.** If a disciplinary action under Section 1702 is warranted, the employee shall be notified in writing five (5) working days prior to the effective date of the disciplinary action. The contents of the notice shall be as follows:
- i. A description of the disciplinary action being taken.
  - ii. The date on which that action will become effective. A statement of the charges upon which the action is based, including a reference to or description of the specific District rule or policy violated.
  - iii. A statement that if the employee feels that the proposed action is not appropriate, he/she has the right to respond to the charges either orally or in writing at any time before the proposed disciplinary action is to become effective. This right is separate from the right to hearing as set forth below.
  - iv. A statement that the employee has the right to a hearing on the charges. Said right may be exercised by filing a written request for a hearing, dated, and signed by the employee. Said request shall be submitted to the employee's supervisor personally or by certified mail before the end of the fifth (5<sup>th</sup>) working day after the notice is delivered to the employee (counting the day of delivery as the first day).
  - v. A statement that the employee requesting a hearing is entitled to be represented at the hearing by an attorney or anyone else of his choosing.
  - vi. A statement that in the absence of a timely written request for a hearing, the proposed discipline will become effective as scheduled unless it is modified or rescinded.

At the discretion of the District, an employee may be placed on paid or unpaid


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administrative leave during the pendency of disciplinary action.

- b) **Right to Respond.** The employee shall have the right to respond in writing to a notice of discipline before the discipline becomes effective.
- c) **Request for a Hearing.** The employee shall have the right to request a hearing on the proposed disciplinary action, within the time limits set forth in the notice of disciplinary action and/or in Section 1702 (4a) (v).
- d) **Hearing.** Upon receipt of a timely request for a hearing, the General Manager shall appoint a Hearing Committee composed of three individuals. The members of this Hearing Committee must consist of supervisory staff of the District and/or individuals employed by other entities in supervisory positions. One of the members of the Hearing Committee shall preside over the hearing as Chair. During the hearing, the employee shall have the right to:
  - i. Call witnesses and question them;
  - ii. Be represented by anyone of his choice, including an attorney;
  - iii. Introduce other oral and written evidence on his/her behalf; and
  - iv. Record the proceedings.

If an employee intends to be represented by legal counsel, he must notify the District immediately. In the event a hearing is requested, the District shall submit to the employee a copy of the General Manager's policy regarding the format for the hearing.
- e) **Result of Hearing.** Within five (5) working days after completion of the hearing, the Hearing Committee shall submit its written findings and recommendations to the General Manager whose decision will be made within five (5) days and shall be final. The recommendation by the Committee and the final decision by the General Manager shall be one of the following:
  - i. Rule in favor of the proposed action.
  - ii. Rule against the proposed action.



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- iii. Rule that less severe action is warranted.

### **1703. GRIEVANCE RIGHTS OF EMPLOYEES**

The District provides every employee the right to present any question or problem, which affects his/her work environment or status of employment, directly to supervision. The following procedure shall not apply to any disciplinary matters or procedures that are covered by Section 1702.

The rights of employees will be better preserved and protected if questions and problems are presented in accordance with the following procedures:

- a) **First Level Review:** The employee shall first discuss the problem with his/her immediate supervisor, with a sincere effort on the part of both to reach a satisfactory understanding. Should the supervisor's oral answer to the problem be unsatisfactory to the employee, the problem should then be reduced to writing, using the Request for Review Form, Level One, and presented to the employee's immediate supervisor. It is understood that a supervisor shall be obligated to accept a question or problem in writing only when it is presented within *five working days* from the date of the occurrence which forms the basis for the problem or question. The supervisor shall deliver a written acknowledgement ~~written answer~~ to the employee within five working days and a written answer within thirty days and distribute copies to the next level of management and/or the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.
- b) **Second Level Review:** Should the answer in "Level One" be unsatisfactory to the employee, the employee may, within five working days, present his/her problem to the next level of management, by delivering the Request for Review Form, Level Two, directly to the appropriate supervisor. The written acknowledgement ~~answer~~ shall be delivered to the employee within five working days and a written answer within thirty days with copies delivered to his/her immediate supervisor and the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.

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- c) **Third Level Review:** Should the answer in "Level Two" be unsatisfactory to the employee, he/she may, within five working days, appeal his/her case to the General Manager by submitting the Request for Review Form, Level Three, to the General Manager. The General Manager's decision will be made within thirty days five (5) working days and shall be final.

**Warning against Retaliation:** It is illegal and inappropriate to retaliate against any person who has participated in complaining or filing a grievance.

Inquiries regarding the Employee's Review Procedure or the necessary forms may be directed to the General Manager.


The following forms shall be used for procedures of grievance rights:

Request for Review:

Level One	Form 1703-A
Level Two	Form 1703-B
Level Three	Form 1703-C

NOTE: The time limits set forth in the text above are intended to be maximum periods. Supervisors and the General Manager should, in all cases, respond promptly and only use the maximum period when absolutely necessary.

# EXHIBIT B

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### **1701. PROHIBITION AGAINST VIOLENCE IN THE WORKPLACE**

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another's work performance or Districts ability to execute its daily business will not be tolerated.

Any person who makes threats, exhibits threatening behavior, or engages in violent acts on District property shall be removed from the premises immediately pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees, District members or the public while conducting business for the District, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual, and/or prosecution of the person(s).


Employees are responsible for notifying their immediate supervisor. In the event said immediate supervisor is involved in an incident, then the employee shall report the matter to the next level of supervisor. All reports of workplace violence will be investigated by management. No retaliation will occur against an employee who reports actual or potential workplace violence.

For the purpose of maintaining workplace safety and productivity, employees involved in an incident may be suspended immediately pending investigation of the incident. All incident reports and findings of the investigation shall be documented. Said documentation shall also include statements of the individuals involved in the incident. When appropriate, law enforcement shall be contacted.

Once the investigation is completed, management shall take the appropriate disciplinary action as provided in these Human Resources Policies & Practices Manual.

### **1702. DISCIPLINARY ACTION**

As used herein, disciplinary action is an action taken by a supervisor or management against an employee, which could mean the dismissal, demotion, reduction in pay,


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suspension, reprimand of an employee or other similar process for dealing with and/or attempting to correct behavior that does not meet the expected performance standards.

**1. Grounds for Disciplinary Action**

The following is a non-exhaustive list of offenses giving rise to disciplinary action:

- a) Failure to follow direction, procedure, or policies of the District.
- b) Rudeness or discourtesy to the public, a supervisor, or fellow employees.
- c) Misuse or damage of District property and/or equipment.
- d) Incompetence, insubordination, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- e) Physical violence, fighting, or creating a disturbance. Such conduct may include, but is not limited to, the following:
  1. Threatening, intimidating, coercing, or abusing fellow employees or customers.
  2. Physically intimidating or attacking another individual through the use or intended use of force.
  3. Verbal or physical abuse to the public, a supervisor or fellow employee.
  4. Disorderly, indecent or immoral conduct while on duty or while in District uniform, either during or outside of duty hours which causes discredit to the District.
- f) Theft or unauthorized use of District property.
- g) Dishonesty.
- h) Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- i) Conducting non-District business activities during working hours.


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- j) Harassment, bullying and/or discrimination in any form.
- k) Consumption of alcoholic beverages, use of drugs and marijuana/cannabis while on duty or on District premises, or being under the influence of alcohol and or drugs while on duty.
- l) Use of, possession of, and/or transfer or sale of, non-prescribed drugs or narcotics while on duty or on District premises.
- m) Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.
- n) Unauthorized absence from work.
- o) Failure to report an injury promptly or significant unsafe working practices to a supervisor.
- p) Misrepresentations in obtaining employment with or promotion within the District.
- q) Falsification of forms, records, or reports; including, but not limited to, time sheets, employment applications and District documents.
- r) Possessing or bringing firearms or weapons onto District property.
- s) Destroying or willfully damaging District or employee property, records, or other materials.
- t) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

## **2. Disciplinary Actions Not Subject to Notice and Hearing Procedures**

The following disciplinary actions may be taken against any employee without compliance with the procedures set forth in Section 1702 (4) below:

- a) Counseling statements.

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- b) Verbal or written warnings.
- c) Performance Improvement Plan (PIP) (Form A) for 90 calendar days during which time the employee's performance, attention to job duties, attitude, and timeliness are closely supervised. This can lead to further disciplinary action.
- d) Reassignment not entailing a salary reduction or demotion.
- e) Suspension for three (3) days or less without pay.

The following form shall be used for procedures of disciplinary action under Section 1702 (2):


Employee Commendation/Disciplinary Action Report Form 1702 A

### 3. Disciplinary Actions Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against a regular employee either by the General Manager or his designee:

- a) **Suspension from Duty:** Suspension from duty for four (4) or more days without pay.
- b) **Salary Reduction:** A reduction in pay from the employee's current pay range to any lower amount within that same range, as such range is recorded in the Districts current salary schedule.
- c) **Demotion:** Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes. (Demotions resulting from employee's inability to satisfactorily complete his/her probationary period, organizational changes, or layoffs are not disciplinary in nature and not subject to this Section.)
- d) **Termination:** Discharge from District employment.

### 4. Disciplinary Procedures


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The procedures provided below apply to regular employees who have completed their probationary periods and are subject to disciplinary measures set forth in Section 1702 (3).

- a) **Notice of Disciplinary Action.** If a disciplinary action under Section 1702 is warranted, the employee shall be notified in writing five (5) working days prior to the effective date of the disciplinary action. The contents of the notice shall be as follows:
- i. A description of the disciplinary action being taken.
  - ii. The date on which that action will become effective. A statement of the charges upon which the action is based, including a reference to or description of the specific District rule or policy violated.
  - iii. A statement that if the employee feels that the proposed action is not appropriate, he/she has the right to respond to the charges either orally or in writing at any time before the proposed disciplinary action is to become effective. This right is separate from the right to hearing as set forth below.
  - iv. A statement that the employee has the right to a hearing on the charges. Said right may be exercised by filing a written request for a hearing, dated, and signed by the employee. Said request shall be submitted to the employee's supervisor personally or by certified mail before the end of the fifth (5<sup>th</sup>) working day after the notice is delivered to the employee (counting the day of delivery as the first day).
  - v. A statement that the employee requesting a hearing is entitled to be represented at the hearing by an attorney or anyone else of his choosing.
  - vi. A statement that in the absence of a timely written request for a hearing, the proposed discipline will become effective as scheduled unless it is modified or rescinded.

At the discretion of the District, an employee may be placed on paid or unpaid




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administrative leave during the pendency of disciplinary action.

- b) **Right to Respond.** The employee shall have the right to respond in writing to a notice of discipline before the discipline becomes effective.
- c) **Request for a Hearing.** The employee shall have the right to request a hearing on the proposed disciplinary action, within the time limits set forth in the notice of disciplinary action and/or in Section 1702 (4a) (v).
- d) **Hearing.** Upon receipt of a timely request for a hearing, the General Manager shall appoint a Hearing Committee composed of three individuals. The members of this Hearing Committee must consist of supervisory staff of the District and/or individuals employed by other entities in supervisory positions. One of the members of the Hearing Committee shall preside over the hearing as Chair. During the hearing, the employee shall have the right to:
  - i. Call witnesses and question them;
  - ii. Be represented by anyone of his choice, including an attorney;
  - iii. Introduce other oral and written evidence on his/her behalf; and
  - iv. Record the proceedings.

If an employee intends to be represented by legal counsel, he must notify the District immediately. In the event a hearing is requested, the District shall submit to the employee a copy of the General Manager's policy regarding the format for the hearing.
- e) **Result of Hearing.** Within five (5) working days after completion of the hearing, the Hearing Committee shall submit its written findings and recommendations to the General Manager whose decision will be made within five (5) days and shall be final. The recommendation by the Committee and the final decision by the General Manager shall be one of the following:
  - i. Rule in favor of the proposed action.
  - ii. Rule against the proposed action.

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- iii. Rule that less severe action is warranted.

### **1703. GRIEVANCE RIGHTS OF EMPLOYEES**

The District provides every employee the right to present any question or problem, which affects his/her work environment or status of employment, directly to supervision. The following procedure shall not apply to any disciplinary matters or procedures that are covered by Section 1702.

The rights of employees will be better preserved and protected if questions and problems are presented in accordance with the following procedures:

- a) **First Level Review:** The employee shall first discuss the problem with his/her immediate supervisor, with a sincere effort on the part of both to reach a satisfactory understanding. Should the supervisor's oral answer to the problem be unsatisfactory to the employee, the problem should then be reduced to writing, using the Request for Review Form, Level One, and presented to the employee's immediate supervisor. It is understood that a supervisor shall be obligated to accept a question or problem in writing only when it is presented within *five working days* from the date of the occurrence which forms the basis for the problem or question. The supervisor shall deliver a written acknowledgement to the employee within five working days and a written answer within thirty days and distribute copies to the next level of management and/or the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.
- b) **Second Level Review:** Should the answer in "Level One" be unsatisfactory to the employee, the employee may, within five working days, present his/her problem to the next level of management, by delivering the Request for Review Form, Level Two, directly to the appropriate supervisor. The written acknowledgement shall be delivered to the employee within five working days and a written answer within thirty days with copies delivered to his/her immediate supervisor and the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.
- c) **Third Level Review:** Should the answer in "Level Two" be unsatisfactory

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to the employee, he/she may, within five working days, appeal his/her case to the General Manager by submitting the Request for Review Form, Level Three, to the General Manager. The General Manager's decision will be made within thirty days working days and shall be final.

**Warning against Retaliation:** It is illegal and inappropriate to retaliate against any person who has participated in complaining or filing a grievance.

Inquiries regarding the Employee's Review Procedure or the necessary forms may be directed to the General Manager.

The following forms shall be used for procedures of grievance rights:

Request for Review:

Level One	Form 1703-A
Level Two	Form 1703-B
Level Three	Form 1703-C

NOTE: The time limits set forth in the text above are intended to be maximum periods. Supervisors and the General Manager should, in all cases, respond promptly and only use the maximum period when absolutely necessary.

# EXHIBIT C

**RESOLUTION NO. 388.74  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT AMENDING IN PART, RESOLUTION NO. 388.54  
OF THE HUMAN RESOURCES POLICIES AND PRACTICES**

**WHEREAS**, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted Resolution No. 388-54, Personnel Policies and Practices Manual, .

**WHEREAS**, Article 17 – Discipline, Dismissal and Violence in the Workplace

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the West Valley Water District does hereby amend Article 17 of the Human Resources Policies and Practices manual as follows:

**ARTICLE 17 – DISCIPLINE, DISMISSAL AND VIOLENCE IN THE WORKPLACE**

**1701. PROHIBITION AGAINST VIOLENCE IN THE WORKPLACE**

The safety and security of employees and customers are very important to the District. Threats, threatening behavior, acts of violence, or any related conduct which disrupts another’s work performance or Districts ability to execute its daily business will not be tolerated.

Any person who makes threat As used herein, disciplinary action is an action taken by a supervisor or management against an employee, which could mean the dismissal, demotion, reduction in pay, s, exhibits threatening behavior, or engages in violent acts on District property shall be removed from the premises immediately pending the outcome of an investigation. Threats, threatening behavior, or other acts of violence off District property, but directed at District employees, District members or the public while conducting business for the District, is a violation of this policy.

Off-site threats include but are not limited to threats made via telephone, fax, electronic or conventional mail, or any other communication medium. Violations of this policy will lead to disciplinary action that may include dismissal, arrest, and prosecution. In addition, if the source of such inappropriate behavior is a member of the public, the response may also include barring the person(s) from District property, termination of business relationships with that individual, and/or prosecution of the person(s).

Employees are responsible for notifying their immediate supervisor. In the event said immediate supervisor is involved in an incident, then the employee shall report the matter to the next level of supervisor. All reports of workplace violence will be investigated by management. No retaliation will occur against an employee who reports actual or potential workplace violence.

For the purpose of maintaining workplace safety and productivity, employees involved in an incident may be suspended immediately pending investigation of the incident. All incident reports and findings of the investigation shall be documented. Said documentation shall also include statements of the individuals involved in the incident. When appropriate, law enforcement shall be contacted.

Once the investigation is completed, management shall take the appropriate disciplinary action as provided in these Human Resources Policies & Practices Manual.

**1702. DISCIPLINARY ACTION**

As used herein, disciplinary action is an action taken by a supervisor or management against an employee, which could mean the dismissal, demotion, reduction in pay, suspension, reprimand of

an employee or other similar process for dealing with and/or attempting to correct behavior that does not meet the expected performance standards

**1. Grounds for Disciplinary Action**

The following is a non-exhaustive list of offenses giving rise to disciplinary action:

- a) Failure to follow direction, procedure, or policies of the District.
- b) Rudeness or discourtesy to the public, a supervisor, or fellow employees.
- c) Misuse or damage of District property and/or equipment.
- d) Incompetence, insubordination, lack of ability or failure to perform the assigned duties in a satisfactory manner.
- e) Physical violence, fighting, or creating a disturbance. Such conduct may include, but is not limited to, the following:
  - 1. Threatening, intimidating, coercing, or abusing fellow employees or customers.
  - 2. Physically intimidating or attacking another individual through the use or intended use of force.
  - 3. Verbal or physical abuse to the public, a supervisor or fellow employee.
  - 4. Disorderly, indecent or immoral conduct while on duty or while in District uniform, either during or outside of duty hours which causes discredit to the District.
- f) Theft or unauthorized use of District property.
- g) Dishonesty.
- h) Frequent or habitual tardiness, unexcused absences or unsatisfactory attendance.
- i) Conducting non-District business activities during working hours.
- j) Harassment, bullying and/or discrimination in any form.
- k) Consumption of alcoholic beverages, use of drugs and marijuana/cannabis while on duty or on District premises, or being under the influence of alcohol and or drugs while on duty.
- l) Use of, possession of, and/or transfer or sale of, non-prescribed drugs or narcotics while on duty or on District premises.
- m) Conviction of any felony or of a misdemeanor involving moral turpitude, dishonesty or immoral conduct.
- n) Unauthorized absence from work.

- o) Failure to report an injury promptly or significant unsafe working practices to a supervisor.
- p) Misrepresentations in obtaining employment with or promotion within the District.
- q) Falsification of forms, records, or reports; including, but not limited to, time sheets, employment applications and District documents.
- r) Possessing or bringing firearms or weapons onto District property.
- s) Destroying or willfully damaging District or employee property, records, or other materials.
- t) Failure to immediately report the loss of a California driver's license due to suspension, withdrawal, forfeiture or confiscation by any court of law or by the California Department of Motor Vehicles by employees who must maintain such a license as a condition of employment.

## 2. Disciplinary Actions Not Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against any employee without compliance with the procedures set forth in Section 1702 (4) below:

- a) Counseling statements.
- b) Verbal or written warnings.
- c) Performance Improvement Plan (PIP) (Form A) for 90 calendar days during which time the employee's performance, attention to job duties, attitude, and timeliness are closely supervised. This can lead to further disciplinary action.
- d) Reassignment not entailing a salary reduction or demotion.
- e) Suspension for three (3) days or less without pay.

The following form shall be used for procedures of disciplinary action under Section 1702 (2):

Employee Commendation/Disciplinary Action Report Form 1702 A

## 3. Disciplinary Actions Subject to Notice and Hearing Procedures

The following disciplinary actions may be taken against a regular employee either by the General Manager or his designee:

- a) **Suspension from Duty:** Suspension from duty for four (4) or more days without pay.
- b) **Salary Reduction:** A reduction in pay from the employee's current pay range to any lower amount within that same range, as such range is recorded in the Districts current salary schedule.
- c) **Demotion:** Reduction from a position in one class to a position in another class having a lower salary range for disciplinary purposes. (Demotions resulting from employee's inability to satisfactorily complete his/her probationary period, organizational changes, or layoffs are not disciplinary in nature and not subject to this Section.)

- d) **Termination:** Discharge from District employment.

#### 4. **Disciplinary Procedures**

The procedures provided below apply to regular employees who have completed their probationary periods and are subject to disciplinary measures set forth in Section 1702 (3).

- a) **Notice of Disciplinary Action.** If a disciplinary action under Section 1702 is warranted, the employee shall be notified in writing five (5) working days prior to the effective date of the disciplinary action. The contents of the notice shall be as follows:
- i. A description of the disciplinary action being taken.
  - ii. The date on which that action will become effective. A statement of the charges upon which the action is based, including a reference to or description of the specific District rule or policy violated.
  - iii. A statement that if the employee feels that the proposed action is not appropriate, he/she has the right to respond to the charges either orally or in writing at any time before the proposed disciplinary action is to become effective. This right is separate from the right to hearing as set forth below.
  - iv. A statement that the employee has the right to a hearing on the charges. Said right may be exercised by filing a written request for a hearing, dated, and signed by the employee. Said request shall be submitted to the employee's supervisor personally or by certified mail before the end of the fifth (5<sup>th</sup>) working day after the notice is delivered to the employee (counting the day of delivery as the first day).
  - v. A statement that the employee requesting a hearing is entitled to be represented at the hearing by an attorney or anyone else of his choosing.
  - vi. A statement that in the absence of a timely written request for a hearing, the proposed discipline will become effective as scheduled unless it is modified or rescinded.

At the discretion of the District, an employee may be placed on paid or unpaid administrative leave during the pendency of disciplinary action.

- b) **Right to Respond.** The employee shall have the right to respond in writing to a notice of discipline before the discipline becomes effective.
- c) **Request for a Hearing.** The employee shall have the right to request a hearing on the proposed disciplinary action, within the time limits set forth in the notice of disciplinary action and/or in Section 1702 (4a) (v).
- d) **Hearing.** Upon receipt of a timely request for a hearing, the General Manager shall appoint a Hearing Committee composed of three individuals. The members



of this Hearing Committee must consist of supervisory staff of the District and/or individuals employed by other entities in supervisory positions. One of the members of the Hearing Committee shall preside over the hearing as Chair. During the hearing, the employee shall have the right to:

- i. Call witnesses and question them;
- ii. Be represented by anyone of his choice, including an attorney;
- iii. Introduce other oral and written evidence on his/her behalf; and
- iv. Record the proceedings.

If an employee intends to be represented by legal counsel, he must notify the District immediately. In the event a hearing is requested, the District shall submit to the employee a copy of the General Manager's policy regarding the format for the hearing.

- e) **Result of Hearing.** Within five (5) working days after completion of the hearing, the Hearing Committee shall submit its written findings and recommendations to the General Manager whose decision will be made within five (5) days and shall be final. The recommendation by the Committee and the final decision by the General Manager shall be one of the following:
  - i. Rule in favor of the proposed action.
  - ii. Rule against the proposed action.
  - iii. Rule that less severe action is warranted.

### 1703. GRIEVANCE RIGHTS OF EMPLOYEES

The District provides every employee the right to present any question or problem, which affects his/her work environment or status of employment, directly to supervision. The following procedure shall not apply to any disciplinary matters or procedures that are covered by Section 1702.

The rights of employees will be better preserved and protected if questions and problems are presented in accordance with the following procedures:

- a) **First Level Review:** The employee shall first discuss the problem with his/her immediate supervisor, with a sincere effort on the part of both to reach a satisfactory understanding. Should the supervisor's oral answer to the problem be unsatisfactory to the employee, the problem should then be reduced to writing, using the Request for Review Form, Level One, and presented to the employee's immediate supervisor. It is understood that a supervisor shall be obligated to accept a question or problem in writing only when it is presented within *five working days* from the date of the occurrence which forms the basis for the problem or question. The supervisor shall deliver a written acknowledgement to the employee within five working days and a written answer within thirty days and distribute copies to the next level of management and/or the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.
- b) **Second Level Review:** Should the answer in "Level One" be unsatisfactory to the employee, the employee may, within five working days, present his/her problem

to the next level of management, by delivering the Request for Review Form, Level Two, directly to the appropriate supervisor. The written acknowledgement shall be delivered to the employee within five working days and a written answer within thirty days with copies delivered to his/her immediate supervisor and the General Manager. Management reserves the right to extend the answer period as needed to investigate a manner properly with proper notification to the employee.

- c) **Third Level Review:** Should the answer in "Level Two" be unsatisfactory to the employee, he/she may, within five working days, appeal his/her case to the General Manager by submitting the Request for Review Form, Level Three, to the General Manager. The General Manager's decision will be made within thirty days working days and shall be final.

**Warning against Retaliation:** It is illegal and inappropriate to retaliate against any person who has participated in complaining or filing a grievance.

Inquiries regarding the Employee's Review Procedure or the necessary forms may be directed to the General Manager.

The following forms shall be used for procedures of grievance rights:

Request for Review:

Level One	Form 1703-A
Level Two	Form 1703-B
Level Three	Form 1703-C

NOTE: The time limits set forth in the text above are intended to be maximum periods. Supervisors and the General Manager should, in all cases, respond promptly and only use the maximum period when absolutely necessary.

BE IT FURTHER RESOLVED that said Resolution shall be effective September 19, 2019.

**ADOPTED, SIGNED AND APPROVED THIS 19<sup>TH</sup> DAY OF SEPTEMBER, 2019 BY THE FOLLOWING VOTE:**

**AYES: DIRECTORS:**  
**NOES: DIRECTORS:**  
**ABSENT: DIRECTORS:**  
**ABSTAIN: DIRECTORS:**

---

Dr. Michael R. Taylor,  
 President of the Board of Directors  
 West Valley Water District

ATTEST:

---

Crystal Escalera  
 Board Secretary



**TAFOYA LAW  
GROUP, APC**

316 W. 2nd St. • Suite 1000  
Los Angeles, CA 90012  
Office 213.617.0600 • Fax 213.617.2226

**Statement No.:** 19-007  
**Date:** July 2019  
**Billing Period:** July 1, 2019-July 31, 2019

*Bill to:* West Valley Water District  
855 West Base Line Road  
Rialto, California 92376

***PROFESSIONAL SERVICES***

<b>Total Fees for July 2019:</b>	\$ 27,373.50
<b>Total Costs for July 2019:</b>	\$ <u>446.39</u>
<b>Total for July 2019:</b>	\$ 27,819.89



**TAFOYA LAW**  
**GROUP, APC**

316 W. 2nd St. • Suite 1000  
 Los Angeles, CA 90012  
 Office 213.617.0600 • Fax 213.617.2226

**Statement No.:** 19-008  
**Date:** August 2019  
**Billing Period:** August 1, 2019-August 31, 2019

*Bill to:* West Valley Water District  
 855 West Base Line Road  
 Rialto, California 92376

***PROFESSIONAL SERVICES***

<b>Total Fees for August 2019:</b>	\$ 26,741.50
<b>Total Costs for August 2019:</b>	\$ <u>441.78</u>
<b>Total for August 2019:</b>	\$ 27,183.28

**LEAL • TREJO**  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL  
WILLIAM J. TREJO  
MARIBEL S. MEDINA  
DAVID J. ALVAREZ  
MICHAEL E. WOLFBORN  
DENISE A. MARTINEZ  
JENNIFER A. CHAMBERLAIN  
ARTURO N. FIERRO  
ANA MARIA QUINTANA

3767 WORSHAM AVENUE  
LONG BEACH, CALIFORNIA 90808  
(313) 628-0808  
FAX (313) 628-0818  
WWW.LEAL-LAW.COM

August 14, 2018

Roberto Manuel Nacionales Tafoya  
General Counsel  
West Valley Water District  
316 W. 2<sup>nd</sup> Street Suite 1000  
Los Angeles, CA 90012

Re: **Professional Services Rendered through June 2018 for  
West Valley Water District – General Legal matters.**

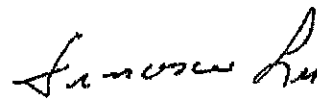
Dear Mr. Tafoya:

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.

General	Inv. No. 16881	\$ 44,215.53
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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

HFL/meg  
Enclosures

**LEAL • TREJO**  
 ATTORNEYS AT LAW  
 A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL  
 WILLIAM J. TREJO  
 MARIBEL S. MEDINA  
 DAVID J. ALVAREZ  
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 ANA MARIA QUINTANA

2757 WORSHAM AVENUE  
 LONG BEACH, CALIFORNIA 90808  
 (213) 628-0808  
 FAX (213) 628-0818  
 WWW.LEAL-LAW.COM

September 11, 2018

Roberto Manuel Nacionales Tafoya  
 General Counsel  
 West Valley Water District  
 316 W. 2<sup>nd</sup> Street Suite 1000  
 Los Angeles, CA 90012

**Re: Professional Services Rendered through July 2018 for  
West Valley Water District – General Legal matters.**

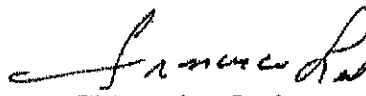
Dear Mr. Tafoya:

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.

<b>General</b>	<b>Inv. No. 16905</b>	<b>\$ 23,313.86</b>
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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

HFL/meg  
 Enclosures

**LEAL • TREJO**

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL  
 WILLIAM J. TREJO  
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 ANA MARIA QUINTANA

3767 WORSHAM AVENUE  
 LONG BEACH, CALIFORNIA 90808  
 (213) 628-0808  
 FAX (213) 628-0818  
 WWW.LEAL-LAW.COM

October 18, 2018

Roberto Manuel Nacionales Tafoya  
 General Counsel  
 West Valley Water District  
 316 W. 2<sup>nd</sup> Street Suite 1000  
 Los Angeles, CA 90012

Re: **Professional Services Rendered through August 2018 for  
West Valley Water District – General Legal matters.**

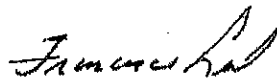
Dear Mr. Tafoya:

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.

<b>General</b>	<b>Inv. No. 16977</b>	<b>\$ 9,475.68</b>
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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

HFL/meg  
 Enclosures





## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of September, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and Clarence C. Mansell, Jr. ("Mansell, Jr."). The District and Mansell, Jr. may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*

B. District desires to engage the services of Mansell, Jr. as the Interim General Manager of the District ("Interim General Manager") and Mansell, Jr. desires to perform the services of the Interim General Manager.

C. Mansell, Jr. represents and warrants that he has the skill and ability to serve as Interim General Manager and wishes to accept such employment.

D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Mansell, Jr. shall render certain services to District as Interim General Manager.

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

1. This Agreement has no specific term because Mansell, Jr. is an "AT WILL" employee which means that Mansell, Jr. works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.

2. (a) The District employed Mansell, Jr., and Mansell, Jr. accepted employment by the District, to serve as its General Manager. It is expressly understood that Mansell, Jr., in his capacity as General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Mansell, Jr. agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board. Daily direction and control shall be exercised by the President of the Board and Vice-President if the President is unavailable.

(b) Mansell, Jr. shall be the General Manager of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board. Mansell, Jr. shall have charge of and supervise the day-to-day operations of the District, including the staffing thereof. Mansell, Jr. shall be responsible to the Board for the operation of the District functions and facilities of the District,

including, but not limited to: (i) attending all meetings of the Board and select committees, unless excused therefrom, (ii) negotiating, after consultation with the Board, all contracts involving the District, per the terms of the District's Purchasing Policy, (iii) ensuring that the provisions of all rules, regulations and ordinances of the District are carried out and enforced with the understanding that delegation by the General Manager is permitted, (iv) reviewing all policies proposed to the Board and making appropriate recommendations and implementing the policies of the Board after passage, (v) evaluating employees as provided for by District policy, (vi) the planning and carrying out of all construction work authorized by the Board, with the understanding that delegation by the General Manager is permitted, (vii) making recommendations to the Board concerning the affairs of the District, (viii) preparing and submitting to the Board an annual budget and such other reports as may be required by the Board, (ix) requesting Board approval to hire any direct reporting personnel prior to the offer of employment to such individuals and Board approval of all direct reporting employees before the full time direct reporting employees have passed their initial probation and (x) maintaining the District's public relations.

(c) Mansell, Jr. will devote his full time and attention to the performance of his duties and to District business affairs. Mansell, Jr. shall report to both the Board of Directors and the District's offices for work under the District's work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Mansell, Jr. agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Mansell, Jr. may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.

(e) This Agreement shall in no way be interpreted as prohibiting Mansell, Jr. from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as Interim General Manager and/or the needs and best interests of the District.

3. (a) District shall compensate Mansell, Jr. for the services performed pursuant to this Agreement in the annual sum of Two Hundred Thirty Six Thousand and Two Hundred and Fifty Dollars (\$236,250.00), which is a five percent raise from Mansell Jr.'s previous salary of \$225,000, payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Mansell, Jr. hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Mansell, Jr. will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits."

(b) As an exempt managerial employee, under no circumstances will Mansell, Jr. be entitled to any overtime pay, regardless of the number of hours he may work in any work

week.

(c) District will provide Mansell, Jr. with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. In the course of Mansell, Jr.'s employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Mansell, Jr.'s professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(d) Mansell, Jr. will be entitled to a District vehicle or vehicle allowance of \$600.00 per month as determined by Mansell, Jr. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles.

(e) Mansell, Jr. will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(f) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Mansell, Jr. may participate in such 457 and/or 401(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Mansell, Jr. contributes up to a total of \$10,000 per calendar year. Employee is also eligible for all other matching contribution the District offers as outlined in the "Personnel Policies and Practices."

(g) Mansell, Jr. and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(h) Mansell, Jr. and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(i) Mansell, Jr. and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Mansell, Jr. will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Mansell, Jr. will be entitled to the same leaves of absence (e.g., vacation,

sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l) In addition to vacation time, Mansell, Jr. shall be allowed five (5) working days paid administrative leave per year. This leave is non-cumulative.

(m) Mansell, Jr. will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(n) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of five to twenty (20) years of continuous service. (See Article 1204 of the District "Personnel Policies and Practices.")

(o) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Interim General Manager for educational tuition and fees solely for the Interim General Manager's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Interim General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Interim General Manager for these items.

4. In the event Mansell, Jr.'s employment is terminated by the District for cause, he will not be entitled to severance pay. Upon termination for cause, Mansell, Jr. shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

(a) Mansell, Jr. is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Mansell, Jr. for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) In the event Mansell's employment is terminated pursuant to this Agreement without cause, and Mansell, Jr. is not otherwise in breach of the terms of this Agreement, and if Mansell, Jr. executes a written waiver of any and all claims Mansell, Jr. may have against the District, including, but not limited to, a Civil Code Section 1542 waiver, but excluding workers' compensation or unemployment insurance, then the District shall pay a lump sum payment equal to six (6) months base salary to Mansell, Jr. Mansell Jr. has the option, at his sole discretion, to take the severance (six months) as Administrative Leave.

5. Mansell, Jr. will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement and in accordance with the District's general policies on business expenses.

6. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Mansell, Jr. in the event of any default or breach by District or for any amount which may become due to Mansell, Jr. or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the

financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Mansell, Jr. warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

(j) Mansell, Jr. recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Mansell, Jr. may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Mansell, Jr. acknowledges that (1) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"

WEST VALLEY WATER DISTRICT,  
A Public Agency of the State of California

By: \_\_\_\_\_  
Dr. Michael Taylor, President

By: \_\_\_\_\_  
Crystal Escalera, Secretary to the Board

"MANSELL, JR."

\_\_\_\_\_  
Clarence C. Mansell, Jr.

# EXHIBIT “1”

West Valley Water  
District  
Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
7. \$5,000 Dependent Life benefit.
8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
9. Sick Leave - 96 hours of sick leave per year
10. 14 Annual Paid Holidays
11. Annual Vacation Allowance: 120 hours for Executive Management
12. 120 hours of Administrative Leave.

***(District pays the total cost of the above benefits)***

13. Public Employees' Retirement System (PERS) - effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
14. Social Security and Medicare - employees contribute their portion of this benefit. In addition, a 457 and a 401(a) retirement plan, supplemental insurance and credit union services are offered for voluntary participation.



## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of September, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and DEBORAH MARTINEZ ("Martinez"). The District and Martinez may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*

B. District desires to engage the services of Martinez as the Human Resources and Risk Manager of the District ("Human Resources and Risk Manager") and Martinez desires to perform the services of the Human Resources and Risk Manager.

C. Martinez represents and warrants that she has the skill and ability to serve as Human Resources and Risk Manager and wishes to accept such employment.

D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Martinez shall render certain services to District as Human Resources and Risk Manager.

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

1. This Agreement has no specific term because Martinez is an "AT WILL" employee which means that Martinez works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.

2. (a) The District employed Martinez beginning April 9, 2018, subject to a six (6) month probationary period from the date of appointment, and Martinez accepted employment by the District, to serve as its Human Resources and Risk Manager. It is expressly understood that Martinez, in her capacity as Human Resources and Risk Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Martinez agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of her duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to her either orally or in writing by a majority of the Board.

(b) Martinez shall be the Human Resources and Risk Manager of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

(c) Martinez will devote her full time and attention to the performance of her duties and to District business affairs. Martinez shall report to the General Manager and District's offices for work under the District's 4/10 work schedule and at such other times as may be necessary to discharge her duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Martinez agrees that she will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Martinez may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of her duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.

(e) This Agreement shall in no way be interpreted as prohibiting Martinez from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with her duties and responsibilities as Human Resources and Risk Manager and/or the needs and best interests of the District.

3. (a) District shall compensate Martinez for the services performed pursuant to this Agreement in the annual sum of One Hundred and Sixty-Two Thousand Two Hundred twenty seven Dollars and Fifty Two cents (\$162,227.52), which is a five percent raise from the previous salary of \$154,502.40 payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Martinez hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Martinez will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits."

(b) On or about the 9th of April of each year, or as soon as practicable, commencing April 9, 2019, the Board shall evaluate the performance of Martinez and other relevant factors and shall consider making adjustments in the annual salary of Martinez, as the Board may deem appropriate, in its sole and absolute discretion, in accordance with such evaluation. The Board shall meet and confer with Martinez in regard to such evaluation and the conclusions to be reached therefrom. However, it is understood that the District makes no commitment to increase or decrease Martinez's salary at any particular time on any regular basis.

(c) As an exempt managerial employee, under no circumstances will Martinez be entitled to any overtime pay, regardless of the number of hours she may work in any work week.

(d) District will provide Martinez with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary for the performance of her duties, at District cost and expense. The District has provided Martinez with Technical Equipment as part of her employment as the Human Resources and Risk Manager. It is understood that the District is not providing Martinez with new Technical Equipment on the execution of this Agreement. However, in the course of Martinez's employment, District shall

refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Martinez's professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(e) Martinez will be entitled to a District vehicle, as determined by the Board. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles. Martinez may take a \$250.00 per pay period vehicle allowance in place of a District vehicle at her sole discretion.

(f) Martinez will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Martinez may participate in such 457 and/or 401(a) Plans with her own funds, as she may determine from time to time. The District will contribute \$1 for every \$1 that Martinez contributes up to a total of \$5,000 per fiscal year. Employee is also eligible for all other matching contributions the District offers as outlined in the "Personnel Policies and Practices."

(h) Martinez and her dependents (including her spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(i) Martinez and her dependents (including her spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Martinez and her dependents (including her spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Martinez will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l) Martinez will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(m) In addition to vacation time, Martinez shall be allowed one hundred and twenty hours (120) of paid administrative leave per fiscal year. This leave is non-cumulative.

(n) Martinez will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(o) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of five to twenty (20) years of continuous service. (See Article 1204 of the District's "Personnel Policies and Practices.")

(p) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Human Resources and Risk Manager for educational tuition and fees solely for the Human Resources and Risk Manager's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Human Resources and Risk Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Human Resources and Risk Manager for these items.

4. (a) Martinez serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Martinez.

(b) In the event the District terminates Martinez's employment without cause, and if Martinez executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Martinez shall be entitled to a severance pay equal to only six (6) months of her yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation.

(c) In exchange for the severance pay set forth in subsection (b) above, Martinez hereby expressly waives any right she may have under any applicable law, District policy or otherwise to challenge or appeal her termination.

(d) In the event Martinez's employment is terminated by the District for cause, she will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Martinez of the terms of her employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud and any similar misconduct by Martinez,. Upon termination for cause, Martinez shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for

cause and for accrued vacation time plus all compensation required under the law.

5. (a) Martinez is an “AT WILL” employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Martinez for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Martinez to resign at any time from her position with the District and Martinez shall provide fourteen (14) calendar days’ notice prior to resignation.

(c) In the event the District terminates Martinez’s employment pursuant to this Agreement, and if Martinez is not otherwise in breach of the terms of this Agreement, and if Martinez executes a written waiver of any and all claims Martinez may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to six (6) months’ base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Martinez fails to execute a waiver as described above or if Martinez is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Martinez is convicted of any illegal act involving moral turpitude or personal gain.

6. Martinez may resign at any time with fourteen (14) calendar days’ notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Martinez shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Martinez at any time prior to the end of such notice period provided that District pays Martinez all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Martinez would have earned through the remainder of the notice period.

7. Martinez will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of her duties under this Agreement and in accordance with the District's general policies on business expenses.

8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Martinez in the event of any default or breach by District or for any amount which may become due to Martinez or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Martinez warrants that she has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

(j) Martinez recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish her best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Martinez may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Martinez acknowledges that (1) she has had the opportunity to consult counsel in regard to this Agreement, (2) she has read and understands this Agreement, (3) she is fully aware of its legal effects, and (4) she has entered into it freely and voluntarily and based on her own judgment and not on any representations of promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"

WEST VALLEY WATER DISTRICT,  
A Public Agency of the State of California

By: \_\_\_\_\_  
Dr. Michael Taylor, President

By: \_\_\_\_\_  
Crystal Escalera, Secretary to the Board

"MARTINEZ"

\_\_\_\_\_  
Deborah Martinez

# EXHIBIT “1”



West Valley Water  
District  
Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
  2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
  3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
  4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
  5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
  6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
  7. \$5,000 Dependent Life benefit.
  8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
  9. Sick Leave - 96 hours of sick leave per year
  10. 14 Annual Paid Holidays
  11. Annual Vacation Allowance: 120 hours for Executive Management
  12. 120 hours of Administrative Leave for Executive Management except for General Manager, Assistance General Manager and Assistant General Manager of Public Affairs will be provided 120 hours of Administrative Leave.
- (District pays the total cost of the above benefits)***
13. Public Employees' Retirement System (PERS) - effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
  14. Social Security and Medicare - employees contribute their portion of this benefit. In addition, a 457 and a 401(a) retirement plan, supplemental insurance and credit union services are offered for voluntary participation.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of September, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and CRYSTAL ESCALERA ("Escalera"). The District and Escalera may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*

B. District desires to engage the services of Escalera as the Board Secretary of the District ("Board Secretary") and Escalera desires to perform the services of the Board Secretary.

C. Escalera represents and warrants that she has the skill and ability to serve as Board Secretary and wishes to accept such employment.

D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Escalera shall render certain services to District as Board Secretary.

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

1. This Agreement has no specific term because Escalera is an "AT WILL" employee which means that Escalera works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.

2. (a) The District employed Escalera beginning December 28, 2017, subject to a six (6) month probationary period from the date of hire, and Escalera accepted employment by the District, to serve as its Board Secretary. It is expressly understood that Escalera, in her capacity as Board Secretary, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Escalera agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of her duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to her either orally or in writing by a majority of the Board.

(b) Escalera shall be the Confidential Board Secretary of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board. This is a confidential position. Escalera shall be available at all times to address questions or inquiries by the Board of Directors. This is

especially important during working hours. Escalera should do whatever is necessary to be available to respond to Board member phone calls and inquiries including, but not limited to, carrying a District cell phone at all times.

(c) Escalera will devote her full time and attention to the performance of her duties and to District business affairs. Escalera shall report to the Board and District's offices for work under the District's 4/10 work schedule and at such other times as may be necessary to discharge her duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Escalera agrees that she will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Escalera may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of her duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.

(e) This Agreement shall in no way be interpreted as prohibiting Escalera from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with her duties and responsibilities as Board Secretary and/or the needs and best interests of the District.

3. (a) District shall compensate Escalera for the services performed pursuant to this Agreement in the annual sum of Ninety Five Thousand Seven Hundred and Ninety Dollars and twenty four cents (\$95,790.24) which represents a 5% increase upon Escalera's previous salary of Ninety One Thousand Two Hundred and Twenty Eight Dollars and Eighty Cents (\$91,228.80), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Escalera hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Escalera will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits."

(b) On or about the 28th of December of each year, commencing December 28, 2018, or as soon as practicable, the Board shall evaluate the performance of Escalera and other relevant factors and shall consider making adjustments in the annual salary of Escalera, as the Board may deem appropriate, in its sole and absolute discretion, in accordance with such evaluation. The Board shall meet and confer with Escalera in regard to such evaluation and the conclusions to be reached therefrom. However, it is understood that the District makes no commitment to increase or decrease Escalera's salary at any particular time on any regular basis.

(c) As an exempt managerial employee, under no circumstances will Escalera be entitled to any overtime pay, regardless of the number of hours she may work in any work week.

(d) District will provide Escalera with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary

for the performance of her duties, at District cost and expense. The District has provided Escalera with Technical Equipment as part of her employment as the Board Secretary. It is understood that the District is not providing Escalera with new Technical Equipment on the execution of this Agreement. However, in the course of Escalera's employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Escalera's professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(e) Escalera will not be entitled to a District vehicle.

(f) Escalera will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Escalera may participate in such 457 and/or 401(a) Plans with her own funds, as she may determine from time to time. The District will contribute \$1 for every \$1 that Escalera contributes up to a total of \$5,000 per fiscal year. Employee is also eligible for all other matching contributions the District offers as outlined in the "Personnel Policies and Practices."

(h) Escalera and her dependents (including her spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(i) Escalera and her dependents (including her spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Escalera and her dependents (including her spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Escalera will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l) Escalera will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(m) In addition to vacation time, Escalera shall be allowed eighty hours (80) of

paid administrative leave per year. This leave is non-cumulative.

(n) Escalera will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(o) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of five to twenty (20) years of continuous service. (See Article 1204 of the District's Personnel Policies and Practices.)

(p) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Board Secretary for educational tuition and fees solely for the Board Secretary's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Board Secretary shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Board Secretary for these items.

4. (a) Escalera serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Escalera.

(b) In the event the District terminates Escalera's employment without cause, and if Escalera executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Escalera shall be entitled to a severance pay equal to only six (6) months of her yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation.

(c) In exchange for the severance pay set forth in subsection (b) above, Escalera hereby expressly waives any right she may have under any applicable law, District policy or otherwise to challenge or appeal her termination.

(d) In the event Escalera's employment is terminated by the District for cause, she will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Escalera of the terms of her employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud and any similar misconduct by Escalera. Upon termination for cause, Escalera shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

5. (a) Escalera is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Escalera for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Escalera to resign at any time from her position with the District and Escalera shall provide fourteen (14) calendar days' notice prior to resignation.

(c) In the event the District terminates Escalera's employment pursuant to this Agreement, and if Escalera is not otherwise in breach of the terms of this Agreement, and if Escalera executes a written waiver of any and all claims Escalera may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to six (6) months' base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Escalera fails to execute a waiver as described above or if Escalera is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Escalera is convicted of any illegal act involving moral turpitude or personal gain.

6. Escalera may resign at any time with fourteen (14) calendar days' notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Escalera shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Escalera at any time prior to the end of such notice period provided that District pays Escalera all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Escalera would have earned through the remainder of the notice period.

7. Escalera will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of her duties under this Agreement and in accordance with the District's general policies on business expenses.

8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall

together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Escalera in the event of any default or breach by District or for any amount which may become due to Escalera or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Escalera warrants that she has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

(j) Escalera recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish her best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Escalera may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Escalera acknowledges that (1) she has had the opportunity to consult

counsel in regard to this Agreement, (2) she has read and understands this Agreement, (3) she is fully aware of its legal effects, and (4) she has entered into it freely and voluntarily and based on her own judgment and not on any representations of promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"

WEST VALLEY WATER DISTRICT,  
A Public Agency of the State of California

By: \_\_\_\_\_  
Dr. Michael Taylor, President

"ESCALERA"

\_\_\_\_\_  
Crystal Escalera



# EXHIBIT “1”

West Valley Water  
District  
Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
  2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
  3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
  4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
  5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
  6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
  7. \$5,000 Dependent Life benefit.
  8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
  9. Sick Leave - 96 hours of sick leave per year
  10. 14 Annual Paid Holidays
  11. Annual Vacation Allowance: 120 hours for Executive Management
  12. 80 hours of Administrative Leave for Executive Management except for General Manager, Assistance General Manager and Assistant General Manager of Public Affairs will be provided 120 hours of Administrative Leave.
- (District pays the total cost of the above benefits)***
13. Public Employees' Retirement System (PERS) - effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
  14. Social Security and Medicare - employees contribute their portion of this benefit. In addition, a 457 and a 401(a) retirement plan, supplemental insurance and credit union services are offered for voluntary participation.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of September, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and SHAMINDRA MANBAHAL ("Manbahal"). The District and Manbahal may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*

B. District desires to engage the services of Manbahal as the Chief Financial Officer of the District ("Chief Financial Officer") and Manbahal desires to perform the services of the Chief Financial Officer.

C. Manbahal represents and warrants that he has the skill and ability to serve as Chief Financial Officer and wishes to accept such employment.

D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Manbahal shall render certain services to District as Chief Financial Officer.

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

1. This Agreement has no specific term because Manbahal is an "AT WILL" employee which means that Manbahal works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.

2. (a) The District employs Manbahal beginning August 5, 2019, subject to a six (6) month probationary period from the date of appointment, and Manbahal accepted employment by the District, to serve as its Chief Financial Officer. It is expressly understood that Manbahal, in his capacity as Chief Financial Officer, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Manbahal agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board.

(b) Manbahal shall be the Chief Financial Officer of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

(c) Manbahal will devote his full time and attention to the performance of his duties and to District business affairs. Manbahal shall report to the General Manager and District's offices for work under the District's work schedules and at such other times as may be necessary to discharge her duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Manbahal agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Manbahal may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.

(e) This Agreement shall in no way be interpreted as prohibiting Manbahal from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as Chief Financial Officer and/or the needs and best interests of the District.

3. (a) District shall compensate Manbahal for the services performed pursuant to this Agreement in the annual sum of One Hundred and Seventy-Four Thousand Nine Hundred Seventy Dollars (\$174,970), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Manbahal hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Manbahal will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits."

(b) In or about September of each year, or as soon as practicable, commencing September 1, 2020, the Board shall evaluate the performance of Manbahal and other relevant factors and shall consider making adjustments in the annual salary of Manbahal, as the Board may deem appropriate, in its sole and absolute discretion, in accordance with such evaluation. The Board shall meet and confer with Manbahal in regard to such evaluation and the conclusions to be reached therefrom. However, it is understood that the District makes no commitment to increase or decrease Manbahal's salary at any particular time on any regular basis.

(c) As an exempt managerial employee, under no circumstances will Manbahal be entitled to any overtime pay, regardless of the number of hours she may work in any work week.

(d) District will provide Manbahal with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. The District has provided Manbahal with Technical Equipment as part of his employment as the Chief Financial Officer. It is understood that the District is not providing Manbahal with new Technical Equipment on the execution of this Agreement. However, in the course of Manbahal's employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In

addition, District shall budget and pay Manbahal's professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(e) Manbahal will be entitled to a District vehicle, as determined by the Board. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles. Manbahal may take a \$250.00 per pay period vehicle allowance in place of a District vehicle at her sole discretion.

(f) Manbahal will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Manbahal may participate in such 457 and/or 401(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Manbahal contributes up to a total of \$5,000 per fiscal year. Employee is also eligible for all other matching contributions the District offers as outlined in the "Personnel Policies and Practices."

(h) Manbahal and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(i) Manbahal and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Manbahal and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Manbahal will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l) Manbahal will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(m) In addition to vacation time, Manbahal shall be allowed one hundred and

twenty hours (120) of paid administrative leave per fiscal year. This leave is non-cumulative.

(n) Manbahal will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(o) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of five to twenty (20) years of continuous service. (See Article 1204 of the District's "Personnel Policies and Practices.")

(p) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Chief Financial Officer for educational tuition and fees solely for the Chief Financial Officer's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Chief Financial Officer shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Chief Financial Officer for these items.

4. (a) Manbahal serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Manbahal.

(b) In the event the District terminates Manbahal's employment without cause, and if Manbahal executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Manbahal shall be entitled to a severance pay equal to only six (6) months of his yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation.

(c) In exchange for the severance pay set forth in subsection (b) above, Manbahal hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.

(d) In the event Manbahal's employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Manbahal of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) insubordination, (vi) misappropriation, embezzlement, fraud and any similar misconduct by Manbahal. Upon termination for cause, Manbahal shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

5. (a) Manbahal is an “AT WILL” employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Manbahal for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Manbahal to resign at any time from his position with the District and Manbahal shall provide fourteen (14) calendar days’ notice prior to resignation.

(c) In the event the District terminates Manbahal’s employment pursuant to this Agreement, and if Manbahal is not otherwise in breach of the terms of this Agreement, and if Manbahal executes a written waiver of any and all claims Manbahal may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to six months’ base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Manbahal fails to execute a waiver as described above or if Manbahal is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Manbahal is convicted of any illegal act involving moral turpitude or personal gain.

6. Manbahal may resign at any time with or without prior notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Manbahal shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Manbahal at any time prior to the end of such notice period provided that District pays Manbahal all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Manbahal would have earned through the remainder of the notice period.

7. Manbahal will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of her duties under this Agreement and in accordance with the District's general policies on business expenses.

8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall

together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Manbahal in the event of any default or breach by District or for any amount which may become due to Manbahal or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Manbahal warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

(j) Manbahal recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Manbahal may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Manbahal acknowledges that (1) he has had the opportunity to consult



counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"

WEST VALLEY WATER DISTRICT,  
A Public Agency of the State of California

By: \_\_\_\_\_  
Dr. Michael R. Taylor, President

By: \_\_\_\_\_  
Crystal Escalera, Secretary to the Board

"MANBAHAL"

\_\_\_\_\_  
Shamindra Manbahal

# EXHIBIT “1”

West Valley Water District  
Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
3. Vision Service Plan - Becomes effective the first of the following month after date of hire for self and family.
4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
7. \$5,000 Dependent Life benefit.
8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
9. Sick Leave - 96 hours of sick leave per year
10. 14 Annual Paid Holidays
11. Annual Vacation Allowance: 120 hours for Executive Management
12. 120 hours of Administrative Leave

***(District pays the total cost of the above benefits)***

13. Public Employees' Retirement System (PERS) - effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
14. Social Security and Medicare - employees contribute their portion of this benefit. In addition, a 457 and a 401(a) retirement plan, supplemental insurance and credit union services are offered for voluntary participation.

## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19<sup>th</sup> day of September, 2019 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and Larry Lawrence ("Lawrence"). The District and Lawrence may be collectively referred to as the "Parties" and individually as a "Party."

### RECITALS

- A. District is a county water district organized and operating pursuant to law found in *Water Code Sections 30000, et seq.*
- B. District desires to engage the services of Lawrence as an Assistant General Manager of the District ("Assistant General Manager") and Lawrence desires to perform the services of the Assistant General Manager.
- C. Lawrence represents and warrants that he has the skill and ability to serve as Assistant General Manager and wishes to accept such employment.
- D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Lawrence shall render certain services to District as Assistant General Manager.

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

1. This Agreement has no specific term because Lawrence is an "AT WILL" employee which means that Lawrence works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.
2. (a) The District hereby employs Lawrence beginning on or about September 20, 2019, subject to a six (6) month probationary period from the date of hire, and Lawrence hereby accepts employment by the District, to serve as its Assistant General Manager. It is expressly understood that Lawrence, in his capacity as Assistant General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Lawrence agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board.
  - (b) Lawrence shall be an Assistant General Manager (AGM) of the District and shall report to the General Manager and perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

(c) Lawrence will devote his full time and attention to the performance of his duties and to District business affairs. Lawrence shall report to the General Manager and District's offices for work under one of the District's approved work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused such as vacations and holidays. Notwithstanding the foregoing, Lawrence agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Lawrence may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the General Manager.

(e) This Agreement shall in no way be interpreted as prohibiting Lawrence from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes and/or conflicts with his duties and responsibilities as Assistant General Manager and/or the needs and best interests of the District.

3. (a) District shall compensate Lawrence for the services performed pursuant to this Agreement in the annual sum of Two Hundred Ten Thousand Dollars (\$210,000.00), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Lawrence hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Lawrence will receive all benefits contained in Exhibit "1" titled "West Valley Water District Summary of Benefits." After successfully completing the six months' probationary period, Lawrence shall be eligible for a 5% increase in salary as determined by the General Manager.

(b) On or about the 20<sup>th</sup> of September of each year, commencing September 20, 2020, the General Manager and Board shall evaluate the performance of Lawrence and other relevant factors and shall consider making adjustments in the annual salary of Lawrence, as the General Manager and Board may deem appropriate, in their sole and absolute discretion, in accordance with such evaluation. The General Manager shall meet and confer with Lawrence in regard to such evaluation and the conclusions to be reached therefrom. However, it is understood that the District makes no commitment to increase or decrease Lawrence' salary at any particular time on any regular basis.

(c) As an exempt managerial employee, under no circumstances will Lawrence be entitled to any overtime pay, regardless of the number of hours he may work in any work week.

(d) District will provide Lawrence with a District cellular telephone, laptop computer, iPad and such other technical equipment ("Technical Equipment") as may be

necessary for the performance of his duties, at District cost and expense. The District has provided Lawrence with Technical Equipment as part of his employment as the Assistant General Manager. It is understood that the District is not providing Lawrence with new Technical Equipment on the execution of this Agreement. However, in the course of Lawrence' employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Lawrence' professional dues and subscriptions necessary for continued full participation in approved national, regional, state and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(e) Lawrence will be entitled to a District vehicle or vehicle allowance of \$600 per month as determined by the General Manager. All reasonable, documented expenses concerning such District vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at the District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles.

(f) Lawrence will be entitled to receive the same paid holidays as provided the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(g) The District has established a 457 and 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Lawrence may participate in such 457 and or 401(a) Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Lawrence contributes up to a total of \$10,000 per fiscal year. Lawrence may not participate in any other District program or benefit regarding this section.

(h) Lawrence and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(i) Lawrence and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Lawrence and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Lawrence will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k.) Lawrence will be entitled to the same leaves of absence (e.g., vacation, sick) as provided to the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l.) In addition to one hundred twenty hours (120) vacation time, Lawrence shall be allowed one hundred twenty hours (120) of paid administrative leave per year. This leave is non-cumulative.

(m.) Lawrence will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(n.) Consistent with Section 705(b) of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2, Section 217), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of twenty (20) years of continuous service. If the spouse of a deceased employee or retiree remarries and becomes eligible for health benefits under his/her new spouse's health plan, all District benefits shall be terminated.

(o.) Tuition and Fees Reimbursement. West Valley Water District will reimburse the Assistant General Manager for educational tuition and fees solely for the Assistant General Manager's education. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The Assistant General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking and laboratory fees. Proof of payment will be required in order to reimburse the Assistant General Manager for these items.

4. (a) Lawrence serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement or permanent disability of Lawrence.

(b.) In the event the District terminates Lawrence employment without cause, and if Lawrence executes a full release of all claims against the District including, but not limited to a Civil Code section 1542 release, then and only then Lawrence shall be entitled to a severance pay equal to only six (6) months of his yearly salary at the rate in effect at the time of termination. No benefits are included in any severance calculation.

(c.) In exchange for the severance pay set forth in subsection (b) above, Lawrence hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.

(d) In the event Lawrence' employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Lawrence of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud, (vii) violations contained within the Human Resources Policies Manual, and any similar misconduct by Lawrence. Upon termination for cause, Lawrence shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

5. (a) Lawrence is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Lawrence for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Lawrence to resign at any time from his position with the District and Lawrence shall provide fourteen (14) calendar days' notice prior to resignation.

(c) In the event the District terminates Lawrence' employment pursuant to this Agreement, and if Lawrence is not otherwise in breach of the terms of this Agreement, and if Lawrence executes a written waiver of any and all claims Lawrence may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to six months' base salary as indicated in paragraph 4(b). The District shall be relieved of any obligation to pay severance pay if Lawrence fails to execute a waiver as described above or if Lawrence is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Lawrence is convicted of any illegal act involving moral turpitude or personal gain.

6. Lawrence may resign at any time with fourteen (14) calendar days' notice to the Board. In the event of resignation, death, illness or incapacity (as discussed in subsection 4(a) above), Lawrence shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Lawrence at any time prior to the end of such notice period provided that District pays Lawrence all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Lawrence would have earned through the remainder of the notice period.

7. Lawrence will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement and in accordance with the District's general policies on business expenses.

8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Lawrence in the event of any default or breach by District or for any amount which may become due to Lawrence or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Lawrence warrants that he has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

(j) Lawrence recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in: furthering the best interests of the District in

all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Lawrence may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Lawrence acknowledges that (1) he has had the opportunity to consult counsel in regard to this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered into it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

"DISTRICT"

WEST VALLEY WATER DISTRICT,  
A Public Agency of the State of California

By: \_\_\_\_\_  
General Counsel

By: \_\_\_\_\_  
Secretary of the Board

By: \_\_\_\_\_  
General Manager

By: \_\_\_\_\_  
President of the Board

EMPLOYEE:

\_\_\_\_\_  
Larry Lawrence

# EXHIBIT "1"

### West Valley Water District Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family. .
  2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
  3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
  4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
  5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
  6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
  7. \$5,000 Dependent Life benefit.
  8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
  9. Sick Leave - 96 hours of sick leave per year.
  10. 14 Annual Paid Holidays.
  11. Annual Vacation Allowance: 120 hours for Executive Management.
  12. 80 hours of Administrative Leave for Executive Management except for General Manager, Assistant General Manager and Assistant General Manager of Public Affairs Will be provided 120 hours of Administrative Leave.
- (District pays the total cost of the above benefits)*
13. Public Employees' Retirement System (PERS) - effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013 new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.25% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
  14. Social Security and Medicare - employees contribute their portion of this benefit.

In addition, a 457 retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH CLIFTON LARSON ALLEN FOR TREASURER SERVICE

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**BACKGROUND:**

The District engaged the independent certified public accounting firm, Clifton Larson Allen (CLA) to assist in the preparation of the monthly Treasurer's report that will provide a summary of the results from the review of the monthly bank reconciliations and verification of the bank balances. The report would state the ending cash balance as of a certain date and would state the unfunded budget balance as provided by West Valley Water District as of a certain date. In addition, the report will include the results of the review of the District's reserve policy and will indicate if the investments by class are in conformity with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601.

**DISCUSSION:**

The District feels it is beneficial for an outside firm to review our monthly Treasurer's report balances and give a presentation to the Board of Directors.

**FISCAL IMPACT:**

\$2,500 per month for a total of \$30,000 annually. This item was not budgeted in the FY 19-20 budget. Therefore, a budget amendment is needed to transfer funds into account number 011-5650-563.33-30 from fund balance.

**STAFF RECOMMENDATIONS:**

It is recommended that the Board of Directors (1) approve the Agreement for Professional Services for Clifton Larson Allen for treasurer services, (2) authorize the General Manager to execute the necessary documents and (3) approve the budget amendment to transfer funds into account number 011-5650-563.33-30 from fund balance in the amount of \$30,000.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

MVC:ce

**ATTACHMENT(S):**

1. PSA-CliftonLarsonAllen



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***CliftonLarsonAllen***

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## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 5<sup>th</sup> day of September, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and CliftonLarsonAllen (CLA) (“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.

### **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 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 wrongful 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) 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; (c) any violation or alleged 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. 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: CliftonLarsonAllen  
 301 North Lake Avenue, Suite 900  
 Pasadena, CA 91101  
 Attention: Ted Mueller

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

*Email: [apinvoices@wvwd.org](mailto: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.

**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:**

CliftonLarsonAllen

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**TASK ORDER NO. \_\_\_\_\_**

This Task Order (“Task Order”) is executed this 5<sup>th</sup> day of September, 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and CliftonLarsonAllen (“Consultant”).

**RECITALS**

- A. On or about September, 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:**

**CliftonLarsonAllen**\_\_\_\_\_

By\_\_\_\_\_

Name\_\_\_\_\_

Its\_\_\_\_\_

By\_\_\_\_\_

Name\_\_\_\_\_

Its\_\_\_\_\_



**EXHIBIT “1”**  
**TO**  
**TASK ORDER NO. 1**

**SCOPE OF SERVICES**

- Review monthly bank reconciliations prepared by the District, verify bank balances, and review results with management
- Review the District’s reserve policy and communicate if any investment is not consistent with the District’s investment policies
- Preparation of the monthly report that will provide a summary of the results from the review of the monthly bank reconciliations and verification of the bank balances. The report would state the ending cash balance as of a certain date and would state the unfunded budget balance as provided by West Valley Water District as of a certain date. In addition, the report will include the results of the review of the District’s reserve policy and will indicate if the investments by class are in conformity with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601.
- Presentation of the monthly report at the monthly board meeting

EXHIBIT "2"  
TO  
TASK ORDER NO. 1

**COMPENSATION**

**Billing rates**

- Services performed by staff/senior per hour \$115 - \$135
- Services performed by Controller hour \$145 - \$195 per
- Services performed by CFO/Quality Assurance hour \$200 - \$500 per

Ongoing normal accounting services:

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. The time estimate is based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

Ongoing normal accounting services: \$2,500 fixed fee per month

- Outsourced accounting functions - Controller
- Review monthly bank reconciliations prepared by the District, verify bank balances, and review results with management
- Review the District’s reserve policy and communicate if any investment is not consistent with the District’s investment policies
- Preparation of the monthly report that will provide a summary of the results from the review of the monthly bank reconciliations and verification of the bank balances. The report would state the ending cash balance as of a certain date and would state the unfunded budget balance as provided by West Valley Water District as of a certain date. In addition, the report will include the results of the review of the District’s reserve policy and will indicate if the investments by class are in conformity with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601.
- Presentation of the monthly report at the monthly board meeting



**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**

**SCHEDULE**

Services to be performed between the period of August 1, 2019 to July 31, 2020.

**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 are:

Ted Mueller

**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.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION TO APPROVE CHANGE ORDER NO. 5 FOR THE  
 HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT

---

**BACKGROUND:**

On June 27, 2018, the District entered into a contract with Merlin Johnson Construction, Inc. for the construction of the Highland Avenue 30-inch Transmission Main Capital Improvement Project. While installing the new 30-inch transmission main at Highland Avenue, the Contractor encountered unforeseen items that needed to be adjusted and red roofing tile that needed to be removed in the field. The California Department of Transportation (“Caltrans”) increased the limits of, and pavement requirements needed to complete the project.

In order to comply with the Caltrans’ requirements, additional base pave and paving above the original contract amount was required. Merlin Johnson Construction, Inc. has submitted Change Order No. 5 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 Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue - Construction. This change order will increase the contract amount by \$63,906.34 for a total of \$1,741,437.64. A copy of Change Order No. 5 is attached as **Exhibit A**. Additional funds will be needed. The District’s contingency budget for Capital Improvement Projects 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
<b>CONT Contingency</b>	\$551,150.34	\$0.00	(\$63,906.34)	\$487,244.00
<b>W15007 Highland Avenue 30-inch Transmission Main – Pepper Avenue to Oakdale Avenue - Construction</b>	\$0.00	\$63,906.34	\$63,906.34	\$0.00

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors authorize staff to approve Change Order No. 5 for the Highland Avenue 30-inch Transmission Main Capital Improvement Project in the amount of \$63,906.34 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

1. Exhibit A - Merlin Johnson Construction, Inc. Change Order No. 5

# EXHIBIT A

**SECTION 2.11  
of  
PROCEDURAL DOCUMENTS**

**CHANGE ORDER**

**OWNER:** West Valley Water District

**CONTRACTOR:** Merlin Johnson Construction, Inc.  
P.O. Box 777  
Mentone, CA 92359

**PROJECT:** Zone 4 – 30” Transmission Line in Highland Avenue

Change Order No. 5 Agreement Date: June 27, 2018

Date: 09/10/2019 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

**I. EXTRA WORK**

	<u>ADD</u>	<u>DEDUCT</u>
1. Adjust Quantity of Bid Item No. 17, Base Pave Wide Area due to Buried Roof Tile (5/14/19)	\$17,081.50	
2. Adjust Quantity of Bid Item No. 17, Base Pave Wide Area due to Buried Roof Tile (5/15/19)	\$17,923.02	
3. Adjust Quantity of Bid Item No. 17, Base Pave Wide Area due to Buried Roof Tile (5/24/19)	\$19,388.92	
4. Adjust Quantity of Bid Item No. 17, Base Pave Wide Area due to Buried Roof Tile (5/28/19)	\$9,512.90	
<b>TOTAL FOR CHANGE ORDER NO. 5</b>	<b>\$ 63,906.34</b>	

**II. CONTRACT TIME**

Increased -0- calendar days

**III. JUSTIFICATION:**

Adjustment of bid quantity for base pave based on actual conditions in the field and unforeseen existing buried roofing tile encountered in the waterline trench and Caltrans increase in limits of, and pavement requirements needed to complete the project.

**CHANGE TO CONTRACT PRICE:**

Original Contract Price	\$ <u>1,283,452.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>394,079.30</u>
Contract Price Due to this Change Order will be Increased	\$ <u>63,906.34</u>
New Contract Price, including This Change Order	\$ <u>1,741,437.64</u>

**CHANGE TO CONTRACT TIME:**

Contract Time will be increased	<u>-0-</u> Working Days
Date of Completion of All Work	<u>August 9, 2019</u> (Date)

**REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

_____ Requested By (Contractor)	_____ Date
_____ Recommended By (Project Manager)	_____ Date
_____ Recommended By (Asst. Gen. Manager)	_____ Date
_____ Accepted By (Owner)	_____ Date



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 FOR THE  
 RESERVOIR R2-3 SITE IMPROVEMENTS AND MODIFICATIONS  
 PROJECT FOR MICHAEL BAKER INTERNATIONAL

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**BACKGROUND:**

The West Valley Water District (“District”) is proposing to construct site improvements and modifications to the Reservoir R2-3 site due to erosion caused by stormwater runoff. The existing access road is used daily by the District’s staff and is in need of repair. To eliminate future erosion problems, the District initiated a project that includes the construction of a paved access road, site pavement, fencing, catch basin, and v-ditch.

**DISCUSSION:**

On May 20, 2019, the District entered into a contract with Michael Baker International (“MBI”) for the Construction Management and Inspection Services for the Reservoir R2-3 Site Improvements and Modifications Capital Improvement Project. Since their contract was established, MBI has successfully conducted the scope of work and provided deliverables as stated in the contract. Based upon extension of construction duration due to various construction delays and adjustment of Professional Services is needed to complete the project.

The Professional Services listed above the original contract amount was required. MBI has submitted Change Order No. 1 to cover the cost for this additional work.

**FISCAL IMPACT:**

This was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the Reservoir R2-3 Site Upgrades and V-Ditch and Catch Basin Repairs. Change Order No. 1 will increase the contract amount by \$19,195.00 to \$74,115.00. A copy of Change Order No. 1 is attached as **Exhibit A**. Additional funds will be needed. The District’s contingency budget for Capital Improvement Projects 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
<b>CONT Contingency</b>	\$487,244.00	\$0.00	(\$19,195.00)	\$468,049.00
<b>Reservoir R2-3 Site Upgrades and V-Ditch and Catch Basin Repairs</b>	\$0.00	\$19,195.00	\$19,195.00	\$0.00

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors authorize staff to approve Change Order No. 1 for the Reservoir R2-3 Capital Improvements and Modifications Project in the amount of \$19,195.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,




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Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

1. Exhibit A - Michael Baker International Change Order No. 1



# EXHIBIT A

**SECTION 2.11  
of  
PROCEDURAL DOCUMENTS**

**CHANGE ORDER**

**OWNER:** West Valley Water District

**CONTRACTOR:** Michael Baker, International  
3536 Concours Street, Suite 100  
Ontario, CA 91764

**PROJECT:** Reservoir 2-3 Little Alder – W18007

Change Order No. 1 Agreement Date: May 20, 2019

Date: 09/10/2019 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

**I. EXTRA WORK**

	<u>ADD</u>	<u>DEDUCT</u>
1. Extended Construction Management and Inspection Services	\$ 10,775.00	
2. Post Construction Services	\$ 5,920.00	
3. As-Builts	\$ 2,500.00	
<b>TOTAL FOR CHANGE ORDER NO. 1</b>	<b>\$ 19,195.00</b>	

**II. CONTRACT TIME**

Increased 186 calendar days

**III. JUSTIFICATION:**

Adjustment of Professional Services based upon extension of construction duration due to various construction delays.

**CHANGE TO CONTRACT PRICE:**

Original Contract Price \$ 54,920.00

Current Contract Price Adjusted  
by Previous Change Order(s) \$ -0-

Contract Price Due to  
This Change Order will  
be Increased \$ 19,195.00

New Contract Price,  
including This Change Order \$ 74,115.00

**CHANGE TO CONTRACT TIME:**

Contract Time will be increased 186  
Working Days

Date of Completion of All Work November 22, 2019  
(Date)

**REQUIRED APPROVALS:**

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

\_\_\_\_\_  
Requested By (Contractor)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recommended By (Project Manager)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Recommended By (Engineering Manager)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Accepted By (Owner)

\_\_\_\_\_  
Date



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER A CONTRACT EXTENSION WITH HARDY & HARPER, INC. FOR ON-CALL PERMANENT TRENCH PAVING ON AN AS-NEEDED BASIS

---

**BACKGROUND:**

District staff is involved in daily maintenance of the water distribution system, as well as underground water infrastructure. When excavation work is required to repair a leak, the hole or trench is then backfilled, soil compression tested, covered with blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' standards for trench work. On September 10, 2018, the Board of Directors awarded a contract to Hardy & Harper, Inc. (H&H) for on-call permanent trench paving on an as-needed basis.

**DISCUSSION:**

An agreement between the West Valley Water District (District) and Hardy & Harper, Inc., was executed on September 20, 2018 for Annual On-Call Permanent Trench Paving on As-Needed Basis after completion of a Request for Bid Process on August 29, 2018. The term of this agreement covers a period of one (1) year with two (2) one-year extensions options. District staff and H&H have mutually agreed on a contract extension which eligible for the next two years. A copy of the agreement is attached as **Exhibit A**.

**FISCAL IMPACT:**

The cost to perform annual permanent trench paving is included in the Fiscal Year 2019/20 Operating Budget and will be funded from project number GL Code 011-5410-542.43-50 titled "Repair & Maintenance/Street Patching" with a budget of \$475,000.00. All performance pursuant to this agreement shall be on an "on-call" or "as-needed" basis. Any tasking shall be initiated solely by the District. Moreover, execution of the agreement 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.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve a Contract Extension with Hardy & Harper,

Inc. for On-Call Permanent Trench Paving on an as-needed basis for the next two years.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - Agreement
2. Exhibit B - Correspondence
3. Exhibit C - Initial Staff Report (9-20-2018)

# EXHIBIT A

**AGREEMENT  
AS NEEDED/ON CALL SERVICES BY  
CONTRACTOR**

This AGREEMENT, made and entered into the 20th day of September, 2018, by and between the **WEST VALLEY WATER DISTRICT**, ("District"), and Hardy & Harper, Inc, ("Contractor").

**RECITALS**

**WHEREAS**, District desires to engage the services of Contractor to provide a variety of repair services as may be assigned on an as needed basis by District. Services will include emergency and non-emergency maintenance and repair work.

**WHEREAS**, Contractor agrees to provide such services pursuant to the terms and conditions of this Agreement and has represented to District that he/she possesses the necessary skills and qualifications to provide such services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants contained herein, District and Contractor agree as follows:

**AGREEMENT**

**1. ENGAGEMENT OF CONTRACTOR**

Contractor agrees to provide such services for District as assigned on an as needed basis. Except for emergency work or work that is invoiced over \$500, a Purchase Order will be issued for each individual project defining the scope of work to be performed, the time allotted for completion of the project, and the cost to complete the work. All costs include labor, materials, equipment, travel time and mileage. Contractor shall advise the District as soon as reasonably practicable upon gaining knowledge of a condition, event or accumulation of events that may affect the scope and/or cost of services identified on each Purchase Order. Contractor understands that there is no guarantee of any work assignments given or implied by entering into this Agreement.

Contractor will supply all labor, tools, equipment, materials and expertise required to complete the work in a timely and workmanlike manner consistent with industry standards. Contractor agrees to perform the work in accordance with the terms and conditions of this contract, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations in effect at the time the services are provided.

**2. TERM OF AGREEMENT**

The term of this Agreement shall cover a one year time period commencing on the day this Agreement is fully executed by all parties and continuing until one year after that date unless extended or sooner terminated as provided for herein. In addition, after the initial one year period, if and only if the parties mutually agree in writing by executing an amendment to this Agreement, the parties may extend this agreement for a maximum of two one year extensions. In the event the time specified for completion of an assigned Purchase Order exceeds the term of this Agreement, the

term of this Agreement shall be automatically extended for such additional time as is necessary to complete such Purchase Order and thereupon this Agreement shall terminate.

### 3. OTHER AGREEMENTS OR UNDERSTANDINGS

It is hereby understood that if there is conflicting language between the Annual Agreement and a Purchase Order, the language in the Agreement shall govern. To the extent the terms and conditions contained herein are inconsistent with the terms and conditions contained in the Contractor's proposal, the terms and conditions in this Agreement shall govern. In summary, if there is any conflicting language between this Agreement and any other document, this Agreement shall govern.

### 4. PAYMENT FOR SERVICES

For emergency work, District will pay Contractor on a time and expense basis in accordance with the Billing Schedule attached hereto as Attachment A. For non-emergency work, bids will be submitted based on either a "fixed price fee" or a "time and expense cost estimate subject to a maximum not-to-exceed dollar limit." A Purchase Order will be issued for all non-emergency work defining the scope of work and cost of services as set forth in Contractor's bid. For Purchase Orders involving not-to-exceed dollar limits, Contractor shall be responsible to manage the project progress and costs to ensure the costs will not exceed the authorized amount to complete the work and shall notify the District in writing immediately when the costs have reached 75% of the maximum dollar limit. In the event the Contractor encounters unexpected field conditions that will result in a cost overrun, a Change Order request shall be immediately submitted by the Contractor to the District for approval. Contractor shall not be compensated for any services, nor reimbursed for any expenses in excess of those authorized by this Agreement, or any Purchase Order without prior written approval by District. Individual Purchase Orders shall not exceed \$25,000 without prior Board approval.

Upon completion of all work required by a Purchase Order, and acceptance by District, Contractor shall email invoices referencing the appropriate contract number to: [apinvoices@wwwd.org](mailto:apinvoices@wwwd.org) or mail to:

West Valley Water District  
P.O. Box 920  
Rialto, CA 92377  
Attn: Accounts Payable

Invoices **MUST** identify the Purchase Order Number, if applicable.

Contractor shall itemize on each invoice submitted a separate cost for material, labor and equipment.

**District will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's invoice.**

Monthly progress payments will only be made if Contractor provides performance and payment bonds for the total bid amount.



5. **RIGHT TO WITHHOLD PAYMENT**

District may withhold or nullify the whole or any part of any payment due Contractor to such extent as may be reasonably necessary to protect the District from loss as a result of:

- A. Defective work not remedied in accordance with the provisions of the contract; or
- B. Claims or liens filed or reasonable evidence probable filing of claims or liens; or
- C. Failure of Contractor to make payment properly for labor, services, materials, equipment or other facilities or to subcontractors; or
- D. Damage to other work or property; or
- E. Failure of the Contractor to maintain all records as required; submitting progress schedules, and any other such items as may be required herein.

6. **CHANGE ORDERS**

Change Orders are defined as additional work and/or changes to the scope of work. Change Orders may be required and ordered in writing by District with agreement by Contractor. No Change Orders shall be authorized by the District unless a request therefore is submitted in writing to the District with an estimate of additional hours of work to be performed and/or additional goods or materials to be supplied and the associated costs provided. **Change Orders performed without written authorization will not be approved for payment.**

7. **SAFETY**

Contractor will be responsible for safety related to and during the performance of the work hereunder. Contractor will ensure that Contractor's employees and the employees of the sub-contractors are notified of an observe and abide by all safety regulations and laws. Contractor shall include provisions for compliance with all safety regulations and laws in all sub-contracts.

8. **INSURANCE**

Contractor shall not commence work under this contract until Contractor has provided District with the required policies of insurance as described in Attachment B and valid Certificate(s) of Insurance for said policies of insurance.

Contractor shall immediately notify District of any damage to property and/or injury to, or death of, persons, which occurs in connection with or is in any way related to the work. Contractor shall furnish District a written report of any such damage or injury within three (3) working days.

## 9. DEPARTMENT OF INDUSTRIAL RELATIONS

### A. PREVAILING WAGES

Company shall insure that prevailing wages are paid to all of their employees and subcontractor's employees in accordance with state of California Labor Code, Section 1770, et seq. Said rates are accessible from the Department of Industrial Relations at [www.dir.ca.gov/dlsr/DPreWageDetermination.htm](http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm). Contractor shall post such determinations at Contractor and subcontractor job site(s) when appropriate. If requested, certified payroll records will be furnished to District within ten (10) days after receipt of a written request.

Contractor shall forfeit to the District, or require the forfeit by a subcontractor, as penalty, \$50.00 for each calendar day, or portion thereof, for each worker paid less than the said stipulated prevailing rates for any work done under this contract in violation of the provisions of the California Labor Code, Section 1775. In addition, District shall not be responsible for, and Company shall be required to pay each affected worker the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate by the Company or subcontractor.

### B. CONTRACTOR REGISTRATION: DIR

No Contractor or Subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. Contractor registration information can be found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

#### California Labor Code 1771.1.(a)

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

### C. WORKER CLASSIFICATION

Contractor agrees to provide worker classification information to assist the District in completion of Contract award notice to Department of Industrial Relations.

## 10. ASSIGNMENT, SUBCONTRACTING, OR INSOLVENCY

- A. No performance of this contract or any portion thereof may be assigned or subcontracted by the Contractor without the express written consent of the District. Any attempt by the Contractor to assign or subcontract any portion

of this contract without the express written consent of the District shall be invalid and shall constitute a material breach of this contract. Whenever the Contractor is authorized to subcontract or assign, the terms thereof shall incorporate by reference and not conflict with this contract.

- B. Contractor agrees that if there is a change in ownership prior to completion of this contract the Contractor agrees to incorporate into any sale documents the requirement that the new owners will be required under terms of sale to assume this contract and complete it to the satisfaction of the District.
- C. The request for assignment or subcontract and the District's approval or disapproval is not to be construed as an excuse and does not excuse any non-compliance with any other provision of law and the signed contract, including but not limited to the "Subletting and Subcontracting Fair Practices Act" or any other contracting requirements relating to substitution of subcontractors.
- D. In the event Contractor shall become insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or for reorganization, or pursues any other remedy under any law relating to the relief of debtors, or in the event a receiver by appointed of Contractor's property or business, District may, at its sole option, cancel this contract.

#### 11. STATUS OF COMPANY

Company shall perform the services provided for herein in Contractor's own way as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of District. Contractor shall be under the control of District only as to the result to be accomplished. Neither Contractor nor any of his/her employees or agents shall have any claim under this Agreement or otherwise against District for vacation pay, paid sick leave, retirement benefits, social security, workers' compensation, health, disability, or unemployment insurance benefits or other employee benefits of any kind. Contractor is liable for all applicable Social Security, Federal and State taxes required on payments made by District. In the event the Internal Revenue Service or any other governmental agency should question or challenge the independent contractor status of Contractor or any of his respective employees or agents, the parties hereby agree that both Contractor and District shall have the right to participate in any discussion or negotiation occurring with such agency or agencies, regardless of with who or by whom such discussions or negotiations are initiated.

Contractor shall be considered the prime or general contractor. In the event Contractor contracts with other firms (e.g. surveying firms, boring firms, trenching firms, earth moving firms, geotechnical/soils testing firms, or any other firms), those firms shall be considered subcontractors.

#### 12. LICENSING AND PERMITS

Contractor shall be licensed, as required, in accordance with the laws of this State. Contractor further warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the

County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Contract.

**13. WARRANTY**

Contractor shall guarantee all materials and/or workmanship for a period of twelve (12) months following completion and acceptance of the work by the District, and shall promptly repair or replace any defective work and/or materials at Contractor's own expense upon notification by the District. Contractor also guarantees and warrants all material and/or work to be of merchantable quality and fit for District's specific purpose.

**14. CONTRACTOR'S REPSONSIBILITIES**

A. EMPLOYEES:

1. Background/Security: Contractor warrants that all personnel engaged in the performance of this work are legal employees of the Contractor, possess sufficient experience, and have been subject to a background check for criminal history. During the term of this contract, Contractor shall notify District in writing of any employee performing this work that has a criminal conviction.
2. Health: All personnel shall be in good health and free of contagious diseases. Contractor shall not allow any person(s) under the influence of alcohol or drugs on District's property. Neither shall the Contractor allow the use or presence of alcohol or drugs on District's property.
3. Conduct: Any employee or subcontractor of Contractor performing work on District property while under the influence of alcohol or drugs or whose conduct interferes with the proper performance of the work or with District's operations shall be immediately removed from the work site and not permitted at the worksite thereafter.
4. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The supervisor or foreman shall be able to communicate effectively in both written and oral English.
5. Training: Contractor shall have an ongoing training program for its entire staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training.
6. Gifts and Gratuities: Contractor shall establish precautions to prevent its employees or agents from making, providing, or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the District.

B. RECORDS:

Contractor shall maintain records showing name of employee, classification, actual hours worked, wages paid, and any benefits paid to each employee.

C. RESTRICTIONS:

Unauthorized use of District equipment is prohibited by the Contractor or their employees. District telephones shall not be used for personal or business reasons with the following exceptions(s):

1. To report need of medical aid, fire or need of law enforcement, use 9- 911 number;

15. **NONDISCRIMINATION IN EMPLOYMENT**

Contractor shall not discriminate against any worker, employee or applicant for employment because of race, creed, color or national origin and in this respect shall comply with the provisions of Executive Order 11246 in effect on the date hereof. Contractor agrees upon request to provide District with Certificate of Submission of Current Compliance Report or Compliance Report Notification

16. **PAYMENT OF SUPPLIERS**

Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said material to be furnished under this contract. Contractor shall fully discharge each such obligation at the time performance of the obligation matures and becomes due. Prior to payment, Contractor shall provide an unconditional waiver and release form as authorized by Civil Code Section 3262, signed by each material supplier and subcontractor involved on the project. These forms must be provided to District upon request.

17. **STANDARD OF CARE**

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession or occupation currently practicing under similar conditions. All services shall be performed to District's satisfaction.

18. **PRECONSTRUCTION CONFERENCE**

If deemed necessary, at the sole discretion of the District, District shall arrange for a preconstruction conference to be attended by Contractor's Superintendent and representatives of utilities, permit agencies, major subcontractors, and others whose input may be desired.

The purpose of this conference shall be to establish a working understanding between the parties and to discuss the construction schedule, shop drawing submittals and approvals, cost breakdown of major lump sum items, applications for payment and their processing, and such other subjects and submittals as may be pertinent to the project.

19. **RESPONSIBILITY FOR JOB SITE CONDITIONS**

In accordance with generally accepted construction practices, Contractor will be required to assume sole and complete responsibility for job site conditions during the course of each project, including safety of all persons and property, and this requirement shall be made to apply continuously and not be limited to normal working hours. In this regard, Contractor assumes sole responsibility for any loss or damage, including theft and vandalism, to Contractor's completed work, work in process, materials, supplies and equipment of the work site, in storage or in transit until the work is accepted by the District. Contractor agrees to defend and indemnify and hold harmless the District for all liability, damages, costs, and expenses, including but not limited to attorneys' fees, and any and all claims made against the District as a result of any negligence including but not limited to contributory negligence by the Contractor or Contractor's subcontractors.

20. **DISPUTES**

If any disputes should arise between Contractor and District concerning the work to be done under this contract, the payments to be made, or the manner of accomplishment of the work, Contractor shall nevertheless proceed to perform the work as directed by District pending complete settlement of the dispute.

21. **NON-PERFORMANCE OF DUTIES**

Should District find the Contractor in default by not performing duties as per requirements set forth in each Purchase Order, District will immediately notify the Contractor's representative verbally. If corrections are not made within five (5) working days of verbal notice, District will then notify Contractor in writing of non-performance. If corrections are not made within five (5) working days of written notice District may terminate the contract at its sole discretion.

22. **TERMINATION**

This contract may be terminated for any reason set forth below:

- A. With Cause: In the event of any breach by the Contractor of the conditions set forth in this contract, including but not limited to, any non-performance of duties, District may, without prejudice to any of its legal remedies terminate this contract for cause upon five (5) days written notice to the Contractor. Upon contract termination, the District reserves the right, (but is not required) to complete the work at its convenience and timing as deemed necessary.
- B. Without Cause: The District reserves and has the right to immediately suspend, cancel or terminate this contract for its convenience (for reasons such as, but not limited to, budgetary restrictions, changes in project scope, change in Contractor personnel, etc.) at any time upon written notice to the Contractor. In the event of such termination, the District's only obligation to Contractor will be payment for goods received or services rendered up to and including the effective date of termination. District shall not be liable for other costs nor for prospective profits on goods not delivered or services not performed.

- C. Appeal Procedure: In the event of termination with cause, Contractor shall have the right to request a hearing in which it shall have the opportunity to address the reasons for the termination. Said request shall be in writing and submitted within five (5) days of issuance of the Notice of Termination. The ultimate decision to terminate is still in the sole discretion of the District notwithstanding any hearing identified above.

**23. PUBLIC RECORDS POLICY**

Information made available to the District may be subject to the California Public Records Act (Government Code Section 6250 et. Seq.) The District's use and disclosure of its records are governed by this Act. The District shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure: (e.g., Trade Secret, Confidential, or Proprietary) District shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If District is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify District from all liability, damages, costs and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

**24. HOLD HARMLESS AND INDEMNIFICATION**

District, its agents, officers and employees shall not be liable for any claims, liabilities, penalties, fines or any damage to property, whether real or personal, nor for any personal injuries or death caused by, or resulting from, or claimed to have been caused by or resulting from, any act or omission of Contractor. Contractor hereby agrees to indemnify and hold harmless and defend District and its authorized agents, officers and employees against any or the foregoing liabilities, claims and/or any cost of expense that is incurred by District on account of any of the foregoing liabilities, including liabilities or claims by reason of Contractor's actions in the performance of services under this contract excluding, however, such liability, claims, losses, damages or expenses arising from District's sole negligence or willful acts.

**25. FORCE MAJEURE**

Either party to this contract shall be excused from performance hereunder during the time and to the extent that it is prevented from performing the work by acts of God, fire, sabotage, unanticipated labor dispute or walkout, freight embargos, commandeering of materials, products, plants or facilities through acts of government agencies, and other unforeseen circumstances beyond the nonperforming party's control if satisfactory evidence thereof is presented to the other party establishing the facts of the circumstances and that non performance is not due to the fault or neglect of the nonperforming party.

Provided that delay caused by circumstances beyond the Contractor's control and not foreseeable is established, District may, but is not required to, grant Contractor a reasonable extension of time to complete the work. District shall be advised immediately in writing and a definite delivery or completion date shall be proposed

for District's consideration. In no event shall Contractor be excused for any inability to obtain goods or services necessary for Contractor's performance, or ordinary delays and accidents, or for failure to take reasonable precautions or actions to mitigate the delay. Acceptance of delay shall be at District's sole discretion and solely for the purpose of mitigating damages.

**26. SEVERABILITY**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated.

**27. GOVERNING LAW AND VENUE**

This contract will be made under, and governed by, the laws of the State of California. Venue for any dispute shall be brought exclusively in the state courts located in Riverside County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding.

**28. ATTORNEY'S FEES**

In the event an action is commenced by a party to this contract against the other to enforce its rights or obligations arising from this contract, the prevailing party in such action, in addition to any other relief and recovery ordered by the court or arbitration, shall be entitled to recover all litigation and collection expenses, witness fees, court costs, plus reasonable attorneys' fees.

**29. LIQUIDATED DAMAGES/NOTICE TO PROCEED**

Liquidated damages, **if any**, will be detailed in each Purchase Order. A notice to Proceed will be issued specifying the agreed upon start and completion date. Liquidated damages will be charged per calendar day for each day completion of the services covered by the Purchase Order exceeds the time specified in the Notice to Proceed.

Liquidated Damages shall not be applied to delays caused by acts of God, strikes, boycotts, or similar obstructive actions of employees, failure by District or others to provide requested data or review comments in a timely manner, or any causes beyond the reasonable control of Contractor which are not the result solely of action or inaction by Contractor. Such delays shall result in the time for performance being extended by the length of the delays as documented by Contractor and agreed to by District in writing.

**30. PAYMENT AND PERFORMANCE BONDS**

Contractor may be required to furnish payment and performance bonds for work requested by means of a Purchase Order issued under this contract. **If required**, the performance bond shall be in an amount equal to 100 percent (100%) of the Purchase Order contract price as security for the faithful performance of this contract and payment bond shall be furnished in an amount not less than 100 percent (100%) of the Purchase Order contract price as security for the payment of all persons performing labor and/or furnishing materials or other supplies under this contract. All



such bonds shall be issued by insurance or surety companies which are licensed by the State of California and rated no less than "A-VIII" or better by the A.M. Best Contractor and be in a form approved by District naming District as obligee.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement 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. Escalera  
Crystal L. Escalera  
Board Secretary

**APPROVED AS TO FORM:**

By [Signature]

**CONTRACTOR:**

Hardy and Harper, Inc

By [Signature]

Name Steve Kirschner

Its Vice President

## Hardy and Harper

## ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

## ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	Square Foot (SF)	\$ <u>19.50</u> /SF	\$ <u>29,250</u>
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	3,000	SF	\$ <u>22</u> /SF	\$ <u>66,000</u>
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ <u>25.50</u> /SF	\$ <u>76,500</u>
4	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"	8,000	SF	\$ <u>5.00</u> /SF	\$ <u>40,000</u>
5	The Trench shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$ <u>8</u> /SF	\$ <u>64,000</u>
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$ <u>7</u> /SF	\$ <u>7,000</u>
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$ <u>1</u> /SF	\$ <u>1,000</u>
8	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area	500	SF	\$ <u>15</u> /SF	\$ <u>7,500</u>
9	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area	500	SF	\$ <u>16</u> /SF	\$ <u>8,000</u>

## Attachment B

### Insurance and Indemnification Requirements

**Indemnification Language** – To the extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify West Valley Water District, its directors, officers, employees, and authorized volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney’s fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from West Valley Water District’s sole negligence or willful acts.

**Minimum Insurance Requirements:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

**Coverage** - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to West Valley Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the West Valley Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the West Valley Water District; but this provision applies regardless of whether or not the West Valley Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the West Valley Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of

the specified minimum limits of insurance and coverage shall be available to the West Valley Water District.

**Other Required Provisions** - The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** West Valley Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the West Valley Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Member Water Agency its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the West Valley Water District.

**Self-Insured Retentions** - Self-insured retentions must be declared to and approved by the West Valley Water District. The West Valley Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or West Valley Water District.

**Acceptability of Insurers** - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by West Valley Water District.

**Verification of Coverage** – Contractor shall furnish the West Valley Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the West Valley Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The West Valley Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

**Subcontractors** - Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that West Valley Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

**Safety:**

In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California

Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply

# EXHIBIT B

**From:** Tina Pham [<mailto:tpham@hardyandharper.com>]  
**Sent:** Wednesday, August 21, 2019 1:59 PM  
**To:** Joanne Chan <[jchan@wvwd.org](mailto:jchan@wvwd.org)>  
**Cc:** Al Robles <[arobles@wvwd.org](mailto:arobles@wvwd.org)>; Rudy Olguin <[rolguin@wvwd.org](mailto:rolguin@wvwd.org)>; Steve Kirschner <[skirschner@hardyandharper.com](mailto:skirschner@hardyandharper.com)>; Chris Icamen <[cicamen@hardyandharper.com](mailto:cicamen@hardyandharper.com)>  
**Subject:** RE: On Call Agreement for Paving with WVWD

Good Afternoon,

Hardy & Harper, Inc agrees to the extension.

Thank you,

*Tina Pham • Project Manager*

*Cell: (714) 719-0981  
32 Rancho Circle  
Lake Forest, CA 92650*



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**From:** Joanne Chan [<mailto:jchan@wvwd.org>]  
**Sent:** Wednesday, August 21, 2019 1:54 PM  
**To:** Tina Pham  
**Cc:** Al Robles; Rudy Olguin  
**Subject:** Ref: On Call Agreement for Paving with WVWD

Hi Tina,

The agreement between West Valley Water District (WVWD) and Hardy & Harper, Inc.(H&H) for paving expires on September 20, 2019. WVWD would like to execute an amendment to the agreement to extend the term for a maximum of two one year extensions. Please reply if H&H agrees to the extension.

Thanks,  
Joanne

**Joanne Chan**  
Operations Manager  
West Valley Water District

# EXHIBIT C





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 20, 2018  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER AN AGREEMENT WITH HARDY & HARPER, INC. FOR ANNUAL ON-CALL PERMANENT TRENCH PAVING ON AN AS-NEEDED BASIS

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**BACKGROUND:**

The West Valley Water District's ("District") water distribution system consists of approximately 380 miles of pipeline, 21,800 active service connections, 3,100 hydrants, 1,600 control valves and 9,300 system valves. After water is purified, it flows into large water storage tanks that temporarily hold the water before it is pumped into the water distribution system. Water pipes form an underground network in a grid system for distributing water. District staff is involved in daily maintenance of the water distribution system, as well as underground water infrastructure. When excavation work is required to repair a leak, the hole or trench is then backfilled, soil compression tested, covered with blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' standards for trench work.

District staff has identified a need to secure a maintenance contract with a qualified, experienced paving contractor to provide permanent trench paving, on an on-call, as-needed basis. The firm shall be licensed (C-12) Paving & Earthwork Contractor or (A) General Engineering Contractor in the State of California.

**DISCUSSION:**

On August 15, 2018, a Request for Bids ("RFB") was issued and publicly advertised on PlanetBids. Four (4) firms – Mike Roquet Construction Inc. ("MRC"), Hardy & Harper, Inc. ("HHI"), GM Sager Construction ("GMS") and EL-CO Contractors Inc. ("ECC") – submitted bids. Attached as **Exhibit A** is the RFB for On-Call Permanent Trench Paving.

Based on information received, District staff determined that the bid submitted by Hardy & Harper, Inc. was the lowest bid in conformance with the requirements of the project. The bid submitted by Mike Roquet Construction Inc. failed to comply with the RFB requirements by not bidding according to the bid schedule and was deemed non-responsive. Attached as **Exhibit B** is the RFB submitted by MRC, HHI, GMS and ECC.

The bid costs per square foot (SF) for the most commonly solicited permanent trench paving were as follows:

Item Description	Mike Roquet Construction Inc.	Hardy & Harper, Inc.	GM Sager Construction	EL-CO Contractors Inc.
Construct – Pavement Repair, Including Remove and Dispose Temporary Blacktop, Furnish and Place Minimum 4” Asphalt Concrete	\$8.00/SF (<50 SF, \$400/Patch; Higher Traffic Control Costs)	\$19.50/SF	\$25.00/SF	\$38.00/SF
Cold Mill AC Pavement, 1-1/2” Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2”	\$4.50/SF (<50 SF, \$450/Patch)	\$5.00/SF	\$9.00/SF	\$12.00/SF
The Trench Shall be “T” Cut to 1’ Outside the Trench Width onto Undisturbed Ground	\$1.00/SF (Grind Only)	\$8.00/SF	\$5.00/SF	\$28.00/SF
Construct Thermoplastic Pavement Markings	\$18.00/SF	\$7.00/SF	\$15.00/SF	\$10.00/SF
Sidewalk Spot Repairs, Remove and Replace Within District’s Service Area	\$12.00/SF (Minimum \$1,600.00/Job)	\$15.00/SF	\$30.00/SF	\$57.00/SF
Remove and Replace Curb and Gutter with 24” min. wide Curb and Gutter Within District’s Service Area	\$68.00/SF (Minimum \$3,500.00/Job)	\$16.00/SF	\$50.00/SF	\$63.00/SF

**FISCAL IMPACT:**

The cost to perform annual permanent trench paving is included in the Fiscal Year 2018/19 Operating Budget and will be funded from project number GL Code 011-5410-542.43-50 titled “Repair & Maintenance/Street Patching” with a budget of \$250,000.00. All performance pursuant to this agreement shall be on an “on-call” or “as-needed” basis. Any tasking shall be initiated solely by the District. Moreover, execution of the agreement 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.

**STAFF RECOMMENDATION:**

Staff recommends that the Board approve an Agreement with Hardy & Harper, Inc. for On-Call Permanent Trench Paving on an as-needed basis for a period of one (1) year.

Respectfully Submitted,

*Clarence C. Mansell Jr.*

---

Clarence Mansell Jr., General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - RFB for On-Call Permanent Trench Paving
2. Exhibit B - MRC Bid, HHI Bid, GMS Bid and ECC Bid

**MEETING HISTORY:**

09/10/18      Engineering and Planning Committee    REFERRED TO BOARD  
09/20/18      Board of Directors      ADOPTED

# EXHIBIT A



**REQUEST FOR BIDS (BID)  
On-Call Permanent Trench Paving**

**INVITATION**

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to provide On-Call Permanent Trench Paving Work.

No bids shall be submitted after **4:00 p.m. on Wednesday, August 29, 2018**. Late qualification documents will not be accepted.

During the RFB process, consultants shall direct all questions on Planet Bids. Responses to questions received four (4) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents.

**BACKGROUND**

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

**PROJECT BACKGROUND**

The work to be done shall consist of furnishing all the required labor, materials, equipment, parts, implements, supplies and permits necessary for, or appurtenant to, the construction and completion of the permanent trench paving work and side walk, curb and gutter spot repairs. The Contractor shall possess a valid Class A or C-12 contractor license issued by the California Department of Consumer Affairs Contractors State License Board.

The District wishes to award an annual contract with two (2) one-year extensions options, as such; work orders will be issued by authorized District staff periodically throughout the term of the contact. The District makes no guarantees, expressed or implied, as to the actual number of pavement repair/construction projects to be assigned during any term of the awarded contract. A copy of the sample agreement is attached in Planet Bids.

**SCHEDULE OF EVENTS**

8/15/2018	Issuance of Request for Proposals
8/23/2018	Deadline for Written Questions
8/29/2018	Proposals Due by 4:00 PM
9/20/2018	District Approval of Contract (est. date)
10/1/2018	Issuance of Notice-to-Proceed (est. date)

### SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District's goals and objectives. In general terms, the contract work for this project shall consist of the following items of work:

ITEM NO.	ESTIMATED QUANTITY	UNITS	ITEM DESCRIPTION
1	1,500	Square Foot (SF)	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete
2	3,000	SF	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete
3	3,000	SF	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete
4	8,000	SF	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"
5	8,000	SF	The Trench Shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.
6	1,000	SF	Construct Thermoplastic Pavement Markings
7	1,000	SF	Construct Paint with Glass Beads Pavement Markings
8	500	SF	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area
9	500	SF	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, and local Cities' standards for trench work.

Contractor shall obtain all required permits such as encroachment, inspection, etc. with the local governing agencies.

**Contractor must be able to respond to within 48 hours for emergency detail patch work throughout the District.**

Site protection /cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

Contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

Contractor is responsible for providing and maintaining traffic control at the locations of the work site. Public travel through the work shall be impeded or obstructed as little as possible.

### **BID REQUIREMENTS**

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the bid.

#### **1. Content & Format**

The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors' bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Bids should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Statement of Qualifications, Experience, and three (3) Public Agency references.
- Completion of the bid schedule of prices for each of the specified task, see **Attachment A – Bid Schedule.**

### **GENERAL REQUIREMENTS**

#### **1. Bids**

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through the District's PB site will be accepted.

#### **2. Prevailing Wages**

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen



needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

### 3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.” **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

### 4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

### 5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

### 6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why

the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all proposals, to waive any irregularity, and to award the contracts to the lowest responsive bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

## **7. Contractual Documents**

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

### **EVALUATION PROCESS AND SELECTION CRITERIA**

The District's evaluation and selection process is based upon meeting all requirements listed in the specifications section. The district reserves the right to award project to the lowest responsible responsive bidder (s). The District may award multiple agreements to multiple bidders.

### **ATTACHMENT**

Attachment A – Bid Schedule

### ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

#### ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4” Asphalt Concrete	1,500	Square Foot (SF)	\$_____/SF	\$_____
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5” Asphalt Concrete	3,000	SF	\$_____/SF	\$_____
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6” Asphalt Concrete	3,000	SF	\$_____/SF	\$_____
4	Cold Mill AC Pavement, 1-1/2” Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2”	8,000	SF	\$_____/SF	\$_____
5	The Trench shall be “T” Cut to 1’ Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$_____/SF	\$_____
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$_____/SF	\$_____
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$_____/SF	\$_____
8	Sidewalk Spot Repairs, Remove and Replace Within District’s Service Area	500	SF	\$_____/SF	\$_____
9	Remove and Replace Curb and Gutter with 24” min. wide Curb and Gutter Within District’s Service Area	500	SF	\$_____/SF	\$_____

# EXHIBIT B

### ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

#### ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	Square Foot (SF)	\$ <u>8.00</u> /SF	\$ <u>12,000.00</u>
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	3,000	SF	\$ <u>8.50</u> /SF	\$ <u>25,500.00</u>
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ <u>9.00</u> /SF	\$ <u>27,000.00</u>
4	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"	8,000	SF	\$ <u>4.50</u> /SF	\$ <u>36,000.00</u>
5	The Trench shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$ <u>1.00</u> /SF	\$ <u>8,000.00</u>
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$ <u>18.00</u> /SF	\$ <u>18,000.00</u>
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$ <u>14.00</u> /SF	\$ <u>14,000.00</u>
8	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area	500	SF	\$ <u>12.00</u> /SF	\$ <u>6,000.00</u>
9	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area	500	SF	\$ <u>68.00</u> /SF	\$ <u>34,000.00</u>

Mike Roquet Construction Inc.

## ATTACHMENT A – BID SCHEDULE – PAGE 2 NOTES

- Item #1, 4" asphalt minimum patch (50 sf or less) is \$400.00
- Item #2, 5" asphalt minimum patch (50 sf or less) is \$450.00
- Item #3, 6" asphalt minimum patch (50 sf or less) is \$500.00
- Item #4, 1.5" grind/overlay minimum patch (50 sf or less) is \$450.00
- Item #5, T-cut unit price is "grind only" at trenches
- Item #8, sidewalk R&R minimum is \$1,600.00
- Item #9, curb & gutter R&R minimum is \$3,500.00
- NOTE: unit prices do not include permit/inspection costs; permits to be obtained by Mike Roquet Construction Inc. on a cost-plus 15% basis.
- NOTE: Prices based on residential street work only; for streets requiring traffic control, the cost of traffic control will be billed as an additional charge and will be based on a cost-plus 15%.
- NOTE: If bonds are required, cost of bonds will be billed as an additional charge and will be based on cost-plus 15%.

## Hardy and Harper

## ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

## ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	Square Foot (SF)	\$ <u>19.50</u> /SF	\$ <u>29,250</u>
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	3,000	SF	\$ <u>22</u> /SF	\$ <u>66,000</u>
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ <u>25.50</u> /SF	\$ <u>76,500</u>
4	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"	8,000	SF	\$ <u>5.00</u> /SF	\$ <u>40,000</u>
5	The Trench shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$ <u>8</u> /SF	\$ <u>64,000</u>
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$ <u>7</u> /SF	\$ <u>7,000</u>
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$ <u>1</u> /SF	\$ <u>1,000</u>
8	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area	500	SF	\$ <u>15</u> /SF	\$ <u>7,500</u>
9	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area	500	SF	\$ <u>16</u> /SF	\$ <u>8,000</u>

## GM Sager Construction

## ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

## ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	Square Foot (SF)	\$ 25.00 /SF	\$ 37,500.00
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	3,000	SF	\$ 25.00 /SF	\$ 75,000.00
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ 26.00 /SF	\$ 78,000.00
4	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"	8,000	SF	\$ 9.00 /SF	\$ 72,000.00
5	The Trench shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$ 5.00 /SF	\$ 40,000.00
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$ 15.00 /SF	\$ 15,000.00
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$ 12.00 /SF	\$ 12,000.00
8	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area	500	SF	\$ 30.00 /SF	\$ 15,000.00
9	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area	500	SF	\$ 50.00 /SF	\$ 25,000.00



EL-CO CONTRACTORS, INC  
P.O. BOX 9130  
SAN BERNARDINO, CA 92427

### ATTACHMENT A – BID SCHEDULE

Schedule of Prices for the Construction of the:

#### ON-CALL PERMANENT TRENCH PAVING WORK

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	AMOUNT
1	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 4" Asphalt Concrete	1,500	Square Foot (SF)	\$ <u>38.00</u> /SF	\$ <u>57,000.00</u>
2	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 5" Asphalt Concrete	3,000	SF	\$ <u>39.00</u> /SF	\$ <u>117,000.00</u>
3	Construct – Pavement Repair, Including Remove and Dispose Temporary AC Pavement, Furnish and Place Minimum 6" Asphalt Concrete	3,000	SF	\$ <u>40.00</u> /SF	\$ <u>120,000.00</u>
4	Cold Mill AC Pavement, 1-1/2" Depth, Construct Asphalt Concrete Pavement Overlay, 1-1/2"	8,000	SF	\$ <u>12.00</u> /SF	\$ <u>96,000.00</u>
5	The Trench shall be "T" Cut to 1' Outside the Trench Width onto Undisturbed Ground.	8,000	SF	\$ <u>28.00</u> /SF	\$ <u>224,000.00</u>
6	Construct Thermoplastic Pavement Markings	1,000	SF	\$ <u>10.00</u> /SF	\$ <u>10,000.00</u>
7	Construct Paint with Glass Beads Pavement Markings	1,000	SF	\$ <u>5.50</u> /SF	\$ <u>5,500.00</u>
8	Sidewalk Spot Repairs, Remove and Replace Within District's Service Area	500	SF	\$ <u>57.00</u> /SF	\$ <u>28,500.00</u>
9	Remove and Replace Curb and Gutter with 24" min. wide Curb and Gutter Within District's Service Area	500	SF	\$ <u>63.00</u> /SF	\$ <u>31,500.00</u>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER AN AGREEMENT WITH MERLIN JOHNSON CONSTRUCTION, INC. FOR SERVICE LATERAL REPLACEMENT

---

**BACKGROUND:**

A 2-inch irrigation service lateral located at 2121 S. Willow Avenue in the industrial section of Bloomington was repaired in May 2018. Leak has been reported recently at the same location. District staff believes this leak is caused by heavy traffic over pipe. In order to prevent a leak recurrence, District staff has determined that the new irrigation service line approximately 55 linear feet long be protected by a 3-inch casing and polyethylene sleeve protection tape be installed for corrosion protection. Additionally, the depth of the new pipe be brought down from 24 inches to 78 inches below ground under existing utilities. Deeper depth of cover is recommended under roads and highways due to the possibility of high dynamic loading. Such loading could result in damage to the pavements and/or the pipes.

**DISCUSSION:**

In order to prevent further damage such as formation of a sinkhole and additional costs, District staff requested quotes from District's On-Call Water Maintenance Services Contractors to make the necessary repairs. Three (3) firms – Merlin Johnson Pipeline Construction, Inc. (MJP), EL-CO Contractors, Inc. (ECC), and TK Construction (TKC) – submitted quotes. The three quotes were as follows:

Merlin Johnson Construction, Inc.	EL-CO Contractors, Inc.	TK Construction
<b>\$32,935.00</b>	\$47,625.00	\$53,651.00

Based on information received, District staff determined that the lowest quote submitted by Merlin Johnson Construction, Inc. was in conformance with the requirements. This project anticipates to be completed in approximately three (3) days. Attached as **Exhibit B** are quotes submitted by MJP, ECC and TKC.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2019/20 Operating Budget and will be funded from Account Number 011-5410-542.43-25 titled "Repair & Maintenance/Domestic Mains" with a budget of

\$400,000.00.

The District has not put this item out for bid because this is an urgent project.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve an Agreement with Merlin Johnson Construction, Inc. for Service Lateral Replacement in the amount of \$32,935.00.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - Photos
2. Exhibit B - MJP Quote, ECC Quote, and TKC Quote

# EXHIBIT A

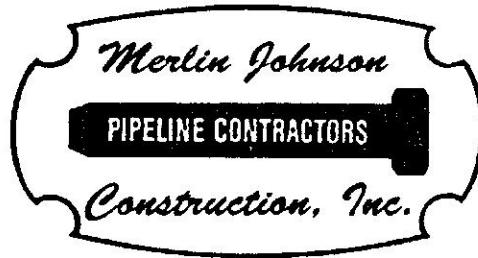
Photo of Leak



Sinkhole Formed Back in 2018



# EXHIBIT B



License # 467306  
 P.O. Box 777 • Mentone, CA 92359  
 (909) 794-7702 • Fax (909) 794-3653

August 22, 2019

Rudy Olguin  
 West Valley Water District  
 855 W. Base Line Rd  
 Rialto, CA 92376

Re: Install new 2" water service from existing valve to meter box on Slover Ave @ Old Dominion Freight.

Rudy

Per your email dated August 14, 2019, we have worked up a cost to install (1) new 2" water service. Our proposal includes and excludes the following.

**Included**

1. All material and equipment to complete the project.
2. Shoring.
3. City of Rialto permits.
4. Traffic control plans, per MUTCD traffic manual.
5. Supply and execute all traffic control.
6. 2 sack sand slurry.
7. Compaction test.
8. Temporary asphalt.

**Excludes**

1. Furnish and Install new 2" gate valve @ water main.
2. Replacement of concrete curb, gutter and/or sidewalk.
3. Engineered traffic control plans.

**LUMP SUM = \$32,935.00**

All work to be done per WWWD standards.

Sincerely

Jake Johnson  
 Vice President

**CONTRACTORS, INC.**

1995 Nolan Street, San Bernardino, CA 92407 • Telephone (909) 887-2610 or 887-1013 • Fax (909) 880-9091  
P.O. Box 9130 San Bernardino, CA 92427

TO: Name W.V.W.D.  
Address 855 W. Base Line Road  
City Rialto, CA 92377

PROJECT:  
LOCATION:

DATE: 8/21/2019 ATTEN: Rudy Olguin TELEPHONE: \_\_\_\_\_

We propose to furnish Labor & Material to perform the work hereafter specified.

2-Inch Service Line Replacement at 200 ft west of South Willow Ave  
on Slover Ave in the City of Rialto for Old Dominion Freight

1	Lump Sum	Mobilization	3,500.00	3,500.00
2	55 LF	2-Inch Copper Water Service	165.00	9,075.00
3	45 LF	3-Inch Steel Casing & Wrapped	350.00	15,750.00
4	45 LF	2-Sack Slurry	140.00	6,300.00
5	Lump Sum	Grind Asphalt & Traffic Plate	3,500.00	3,500.00
6	Lump Sum	Shoring	1,500.00	1,500.00
7	Lump Sum	Traffic Control & Permits	5,500.00	5,500.00
8	Lump Sum	Compaction	2,500.00	2,500.00
			<u>TOTAL:</u>	<u>47,625.00</u>

## NOTES:

1. Permits & Inspection fee by others.
2. Engineering & Staking by others.
3. Construction water to be furnished & paid for by others.
4. All work completed by the 25th of each month is due and payable on the 10th of the following month.
5. Final billings will be based on actual measurements of work at the above prices.

General conditions, on the reverse side, are an integral part of the agreement.

ACCEPTED:

**EL-CO CONTRACTORS, INC.**  
STATE LICENSE NO. 317093

BY: \_\_\_\_\_

BY: John Wiles, Sec/Gen Mgr.

DATED: \_\_\_\_\_





Project Exclusions and Inclusions.

	Yes	No
Compaction Testing:	X	
Environmental Testing		X
Soil Testing:		X
Permits:		X
Traffic Control Plan:	X	
Engineered Traffic Plan		X
WPCP: Storm water Plan		X
SWPPP: Storm water Plan		X
BMP Plan:		X
Rock Removal:		X
Export of Spoils:	X	
Bacteriological Testing:		X

	Yes	No
Asphalt Repair:	X	
Concrete Repair:		X
Shoring:		X
As Built Drawings:		X
Construction Water:		X
Surveying:		X
Construction Bond:		X
Project Fence:		X
Portable Restroom:	X	
Geological Testing:		X
Weekend Work:		X
Overtime:		X

Project Specific Notes:

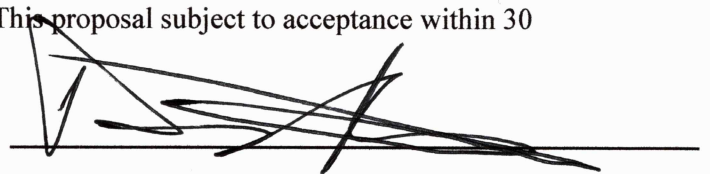
▶	Owner to provide: highline and overlay paving
▶	All work to be done in one mobilization. Additional mobilizations will be billed as extra.
▶	No traffic loop replacement, striping replacement, SWPPP,
▶	Items removed from proposal may result in an increase to other items due to shared costs.
▶	No hazardous waste removal, soil testing, or environmental testing.
▶	Excavations which cannot be achieved with 430 Cat Backhoe will be on time and material basis.
▶	Rock removal: Rock which cannot be removed with a 430 Cat Backhoe will be on time and material basis.
▶	Proposal does not include concrete road bed removal
▶	Unmarked underground obstructions will be dealt with on a time and material basis
▶	
	Technical Specs Dated:
	Plans dated:

We hereby propose to furnish labor - complete in accordance with the above specifications, for the sum of  
*Fifty Three Thousand Six Hundred Fifty One Dollars and No Cents* \$53,651.00  
 with payments to be made as follows:

Payment to be made upon completion of project

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal subject to acceptance within 30 days and it is void thereafter at the option of the undersigned.

Authorized Signature



ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER PURCHASING A NEW SPARE 400HP MOTOR AT THE  
 BASELINE FEEDER WELL SITES

---

**BACKGROUND:**

A restated and amended agreement between the City of Rialto (Rialto), Riverside Highland Water Company (RHWC), San Bernardino Valley Municipal Water District (Valley District) and West Valley Water District (WVWD) was executed on May 1, 2012, for the Construction, Operation and Maintenance of the New Baseline Feeder (BLF). Subject to the terms of this agreement, RHWS pays an annual minimum stand-by payment of \$12,000 to defray the capital costs of the project. WVWD pays Valley District 2/3 of the total annual capital costs and Rialto pays Valley District 1/3 of the total annual capital costs.

The BLF system consists of two active wells, a reservoir tank, and a booster pump station. Currently the BLF system does not have a spare motor for the two (2) BLF wells. Due to long lead time for obtaining replacement for these motors, 6-8 weeks, the BLF Committee has identified a need to purchase one spare motor to be shared by the BLF wells. Without a spare motor, if one of the two motors fails, the BLF system will be operating at reduced capacity. WVWD as the operator of the BLF system is taking the lead to purchase a spare motor.

**DISCUSSION:**

On August 2, 2019, a Request for Bids (“RFB”) was issued and publicly advertised on PlanetBids. Two (2) firms – Water-Way Irrigation (“WWI”), and General Pump Company, Inc. (“GPC”) – submitted bids. Attached as **Exhibit A** is the RFB for a New 400 HP US Motor.

Based on information received, District staff determined that the lowest bid submitted by Water-Ways Irrigation was in conformance with the requirements. Attached as **Exhibit B** are the bids submitted by WWI and GPC.

The two bids were as follows:

<b>Water-Ways Irrigation</b>	<b>General Pump Company, Inc.</b>
<b>\$32,060.59</b>	<b>\$33,858.00</b>

**FISCAL IMPACT:**

This item is not included in the Fiscal Year 2019/20 Budget and will be funded from San Bernardino Valley Municipal Water District - Baseline Feeder Reserve funds with a budget of \$171,088.06. The total cost for the spare motor is \$32,060.59. WVWD shares 2/3 of the cost, \$21,373.73. Rialto shares 1/3 of the cost, \$10,686.86. Valley District will issue payment from the Baseline Feeder Reserve funds to WWI directly.

The District has complied with the District's purchasing policy regarding this item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the purchase of a new 400 HP Motor for the BLF wells in the amount of \$32,060.59 using the Baseline Feeder Reserve funds from Valley District.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

CM:jc

**ATTACHMENT(S):**

1. Exhibit A - RFB for New 400 HP US Motor
2. Exhibit B - WWI Bid and GPC Bid

# EXHIBIT A



**REQUEST FOR BIDS (RFB)  
New 400 HP US Motor**

**INVITATION**

The West Valley Water District ("District") is accepting bids from authorized distributors for the purchase a 400 HP US Motor.

No bids shall be submitted on Planet Bids (PB) after **August 16, 2019**. Late qualification documents will not be accepted.

During the RFB process, consultants shall direct all questions in Planet Bids. Responses to questions received four (4) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents. Furthermore, all inquiries, addendums, questions, requests will be facilitated solely through Planet Bids.

**BACKGROUND**

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

**INTRODUCTION**

The District anticipates the need for one (1) new 400 HP Motor as a spare for the existing 400 HP US Motor for the North Well at East Complex. The equipment shall meet all minimum specifications. Any additions, deletions or variations from the following specifications contained in this bid must be noted or the bid will be rejected.

**SCHEDULE OF EVENTS**

8/2/2019	Issuance of Request for Bids
8/12/2019	Deadline for Written Questions
8/16/2019	Bids Due by 4:00 PM
9/19/2019	District Approval of Contract (est. date)
9/19/2019	Issuance of Notice-to-Proceed (est. date)

**SPECIFICATIONS**

- One (1) (Titan Series) US Motor 400HP
- 460V
- 1800RPM
- 449-TPH frame
- Type RUSI vertical hollowshaft motor
- High thrust “P” base
- WPI enclosure
- 1.15 service factor
- Random wound
- Class “F” insulation

- VPI-2000 insulation system
- Premium efficiency
- Bearing & winding RTD's shaft grounding
- Special balance
- Inverter duty

### **EQUIVALENTS**

Where, in the Bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, and compatibility and equally adaptable for the intended purposes, as determined by the District and are submitted as specified in the bid documents, will be considered and may be accepted.

### **DELIVERY**

The equipment purchased as a result of this Bid solicitation shall be delivered to a District Headquarters located at 855 W. Base Line Road in Rialto, California 92377. All responsibility, liability and cost associated with the delivery of the equipment shall be borne by the vendor. The vendor shall provide training for all staff.

### **WARRANTY**

Unless specified otherwise herein, Bidder will be required in the purchase contract to warrant that all the equipment furnished under the Contract will be free from defects in workmanship and conform to the requirements of the Contract as set forth in the Bid Specifications and to all warranties, representations, and literature furnished with Seller's bid hereunder. Seller will also be required to warrant the goods against all defects for at least twenty-four (24) months from the date of acceptance except where warranties of Seller's vendors or subcontractors are longer, in which case the longer warranty will apply, and Seller will be required to agree to repair or replace all defective items, parts or components under the warranty at no cost to the District. Under the contract, if the Seller fails or refuses to correct the defect, the District would be allowed to correct or repair the equipment and charge to the Seller the cost incurred to the District or obtain an equitable adjustment in the Contract price.

Any manufacturer's warranties that Seller receives applicable to the equipment or their parts, would survive the executed Contract and will run to the District and will not be deemed exclusive but in addition to any warranty provided by Seller under the Contract.

### **GENERAL REQUIREMENTS**

#### **1. Bids**

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through



the District's PB site will be accepted. The bid shall include the total cost.

## 2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

## 3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as "construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds." ***All bidders or contractors must provide proof of registration with the DIR in their bids or the bid will be rejected.***

## 4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

## 5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

## 6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contract to the lowest responsible responsive bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

## **7. Contractual Documents**

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

## **EVALUATION PROCESS AND SELECTION CRITERIA**

The District's evaluation and selection process is based upon meeting all requirements listed in the specifications section. The district reserves the right to award project to the lowest responsible responsive bidder.

# EXHIBIT B

West Valley Water District

New 400 HP US Motor (2019-02), bidding on August 16, 2019 4:00 PM (Pacific)

Printed 08/19/2019

**Bid Results****Bidder Details**

**Vendor Name** water-ways irrigation  
**Address** 20935 stockdale hwy.  
 Bakersfield, CA 93314  
 United States

**Respondee** Rick McCombs  
**Respondee Title** Outside Sales  
**Phone** 661-978-8103 Ext.  
**Email** r.mccombs@water-waysirrig.com  
**Vendor Type**

**Bid Detail**

Bid Responsive

**Line Items**

Discount Terms		no discount					
Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
<b>Section 1</b>							
1	New Titan Series US Motor 400HP	ea	1	\$29,754.6100	\$29,754.6100	\$29,754.6100	U.S motor p/n HO400V2SLH modified to include the bearing RTD's, an internal shaft grounding ring and an insulated upper bearings
2	Delivery	ea	1	0	0	0	
3	Sales Tax	ea	1	\$2,305.9800	\$2,305.9800	\$2,305.9800	
				<b>Subtotal</b>	<b>\$32,060.5900</b>	<b>\$32,060.5900</b>	
				<b>Total</b>	<b>\$32,060.5900</b>	<b>\$32,060.5900</b>	

West Valley Water District

New 400 HP US Motor (2019-02), bidding on August 16, 2019 4:00 PM (Pacific)

Printed 08/19/2019

**Bid Results****Bidder Details**

**Vendor Name** General Pump Company, Inc.  
**Address** 159 North Acacia Street  
 San Dimas, CA 91773  
 United States

**Respondee** Tom Nanchy  
**Respondee Title** Sr. Project Mgr/ Project Engr  
**Phone** 909-599-9606 Ext.  
**Email** ajuarez@genpump.com  
**Vendor Type** CADIR

**Bid Detail**

Bid Responsive

**Line Items**

Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
Section 1							
1	New Titan Series US Motor 400HP	ea	1	\$31,150.0000	\$31,150.0000	\$31,150.0000	
2	Delivery	ea	1	\$200.0000	\$200.0000	\$200.0000	
3	Sales Tax	ea	1	\$2,508.0000	\$2,508.0000	\$2,508.0000	
				<b>Subtotal</b>	<b>\$33,858.0000</b>	<b>\$33,858.0000</b>	
				<b>Total</b>	<b>\$33,858.0000</b>	<b>\$33,858.0000</b>	



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER BUDGET AMENDMENT FOR NON BUDGETED EXPENDITURES INCURRED DUE TO RIVERSIDE AVENUE WATER MAIN BREAK IN THE CITY OF RIALTO

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**BACKGROUND:**

On August 17, 2019, at approximately 9:40 am, West Valley Water District (District) experienced a 12-inch water main break in the area of Riverside Avenue and Amberwood Road in the City of Rialto. District staff repaired the leak within five hours; however, a section, 12 feet x 430 feet, of the road suffered from major damage. The cause of the leak was a beam break, split along the long axis, along a section of the water main. See photos attached as **Exhibit B**.

Due to the urgency of the repairs to the trench and street, and to minimize the risk of further damage and additional costs, District staff was directed to proceed with the repairs and bring back the final costs upon project completion to the Board of Director's for ratification at the next Board meeting. The scope of work consists of removing 5,200 square feet of existing asphalt 8.5 inches deep, installing new asphalt, performing soil compaction testing, grinding and overlaying rubberized asphalt, providing traffic control and striping.

**DISCUSSION:**

The District's on-call paving contractor, Hardy & Harper, Inc., was not available to complete this emergency street repairs during the week of August 19, 2019. District staff reached out to another firm, Mike Roquet Construction Inc. (MRC), from the District's prequalified list of contractors to perform the repairs due to its ability to complete the project as specified. District staff cannot have a portion of the roadway out of service. Below is a cost summary:

Mike Roquet Construction Inc.
\$120,857.40

**FISCAL IMPACT:**

This item is not included in the Fiscal Year 2019/20 Operating Budget and will require a budget amendment from the general funds in the amount of \$120,857.40 be transferred to Account Number 011-5410-542.43-50 titled "Repair & Maintenance/Street Patching".

The District has complied with the District's purchasing policy, Section 3.4 on emergency orders, regarding this item.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors authorize the General Manager to identify funds in the amount of \$120,857.40 and execute a budget amendment to cover the non-budgeted expenditures incurred due to the water main break damages on Riverside Avenue in the city of Rialto.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

CM;jc

**ATTACHMENT(S):**

1. Exhibit A - Incident Report
2. Exhibit B - Photos
3. Exhibit C - MRC Invoice

# EXHIBIT A





## INCIDENT REPORT

### INCIDENT NUMBER/REPORT NUMBER

Rialto Police Department Incident Number 1908170081

### DUTY SUPERVISOR

Joe Schaack, Chief Water System Operator

### DATE/TIME

August 17, 2019 (Saturday)/9:41 a.m.

### LOCATION

Riverside Ave. near Amberwood, in front of 4328 N. Riverside Ave. in Rialto

### DESCRIPTION

The answering service received a report at 9:41 a.m. of a large amount of water running down Riverside Ave. in the area of Riverside & Alder and notified the Operator-on-call. The answering service received a second report at 9:52 a.m. from Rialto Fire Department confirming a large water leak on Riverside Ave. and the exact location.

The first Operator from West Valley Water District on scene notified the Duty Supervisor, began locating valves to shut down the line that was leaking, began setting up traffic control, and began calling personnel to respond for a leak repair.

Rialto PD and City of Rialto assisted with setting up traffic control and remained on scene until West Valley had enough personnel and equipment at the scene to safely control traffic.

A USA ticket was created and So Cal Gas Dispatch was notified to request an emergency meet-and-mark.

The shutdown of the water line involved affected 1 service connection that serves 2 homes on one lot. Notifications were made to both homes with an estimated time for restoration of service.

The cause of the leak was a beam break (split along the long axis of a section of pipe) along one segment of 12" diameter C900 plastic pipe installed approximately 30 years ago. A 12' section was cut out and replaced with new pipe using 2 flex couplings. The line was refilled at approximately 3:00 p.m. at which time bi-directional flushing was performed and chlorine residuals were checked.

Water service was restored to the affected service connection at approximately 4:00 p.m. and bacteriological samples were taken from the residences on the property, those samples were taken to the lab. Chlorine residuals taken from the line during flushing as well as those taken at the residences were 1.2 milligrams per liter.

The leak lifted the asphalt above the leak and in a large area surrounding the leak causing significant damage to the roadway. Material that makes up the graded roadway under the asphalt was displaced and eroded over an area approximately 400' x 12'. The 400' x 12' area of damage will require the removal of the existing asphalt, repair and re-grading of the roadway, compaction testing, repaving, and line-striping.

An inspector for the City of Rialto was at the scene of the leak and helped West Valley staff to determine the scope of the damage (area and degree) and the necessary repairs.

The number 2 lane of Riverside Ave. in the south/east direction of travel will remain closed until the asphalt and roadway repairs are complete. This closure also affects the intersection of Riverside & Amberwood and the driveway to 4328 N. Riverside.

A total of 12 West Valley personnel responded to this incident and the operational period for the incident ended at approximately 7:00 p.m.

Distribution Department	Production Department
Rudy Olguin	Joe Schaack
Anthony Osornia	Joanne Chan
Ivan Canne	Aaron Hillman
Allan Hidalgo	Treatment Department
Luis Gomez	Brian Grubert
John Gouin	
Matthew Lewis	
Jarold Hill	

**AFTER ACTION**

  
\_\_\_\_\_  
Signature

8/17/19  
\_\_\_\_\_  
Date

# EXHIBIT B

Asphalt Buckled



Riverside Ave. to Amberwood Rd. Closed



# EXHIBIT C



# Invoice

Date	Invoice #
8/26/2019	19-0086

PO Box 539  
Highland, CA 92346  
mike@mrci-const.com  
(951) 453-3028

Job Location
Riverside Ave & Amberwood Rialto

Bill To
West Valley Water Dist. PO Box 920 Rialto, CA 92377 Attn: Accounts Payable

Terms	Job Completion Date	Job #
Net 30		0806-19

Description	Unit Price	Amount
1. Removal & Grading: a. Remove 5200 SF of existing asphalt 8-1/2" deep and properly dispose of b. Fine grade to a 9" deep section and dispose of native subgrade to a legal dump site c. Scarify sub-grade, wet and compact to a min of 95% compaction @ \$6.62/SF		34,424.00
2. Paving a. Install 6-3/4" of 3/4" PG64-10 asphalt in multiple lifts including compaction test on each compacted lift of asphalt. 5200 SF @ \$8.36/SF b. Grind and overlay 5200 SF with 2-1/4" of rubberized asphalt ARHM-GG-C 1/2" PG 64-16 @ \$6.50/SF		43,472.00 33,800.00
3. Traffic Control a. Traffic control complete lane closures in both directions. 3 days @ \$1200/day		3,600.00
4. Soils testing and compaction reports		3,311.40
5. Striping		2,250.00

	<b>Total</b>	\$120,857.40
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Make all checks payable to Mike Roquet Construction, Inc

**THANK YOU FOR YOUR BUSINESS!**



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 19, 2019  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE

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**BACKGROUND:**

At the March 9, 2019, Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out the potential to improve water security through increasing the number of available water resources. To address this issue, District staff has embarked upon a Water Reliability Improvement Program, with the goal of rehabilitating and improving existing groundwater wells to meet future demands.

**DISCUSSION:**

A brief summary on the Water Reliability Improvement Program status update is provided below detailing the current status for active groundwater well projects since the last update was provided.

- **Well 7:** Phase I Assessment is complete. Phase II is complete. Phase II included replacing all corroded pump columns, and lowering the pump inlet to 100 feet below the pumping water levels. Water quality results were received on June 21, 2019, and lab results were within regulatory limits. This well can be used to supply water to Zones 3 or 4 and can supply an average of 2,000 gallons per minute (GPM) when operational. Amending permit expected October 2019.
- **Well 8A:** Phase I Assessment is complete. Phase II is complete. Phase II included replacing all corroded pump columns, and lowering the pump inlet to 100 feet below the pumping water levels. This well can be used to supply water to Zones 3 or 4 and can supply an average of 2,500 GPM when operational.
- **Well 15:** Phase I Assessment is complete. Phase II is in progress. Phase II includes replacing all corroded pump columns, and lowering the pump inlet to 100 feet below the pumping water levels. This well can be used to supply water to Zone 3 and can supply an average of 2,000 GPM when operational.
- **Well 18A:** A California Environmental Quality Act Notice of Exemption (NOE) was filed on June 11, 2019. The NOE is posted for public review and comment until July 24, 2019. A blending water plans will be developed for this project. This well can be used to supply water to Zone 2 and can supply an average of 1,800 GPM when operational.



- **Well 41:** Project is complete. Merlin Johnson Construction, Inc. transferred the ion exchange vessels from the Zone 2-3 ion exchange system to Well 41 in the week of June 24, 2019. Change order No. 1 to install the gates, valves, and paint the ion exchange vessels is complete. This well can be used to supply water to Zone 2 and can supply an average of 2,000 GPM when operational. A permit amendment application has been submitted to the Division of Drinking Water to utilize ion exchange vessels at Well 41 for perchlorate removal and expected September 2019. The permitting process can take an estimated three (3) to six (6) months.
- **Well 54:** The Well 54 Deaeration is complete. This well can be used to supply water to Zone 6 and can supply an average of 750 GPM when operational. Awaiting lab results.

To date, all Water Reliability Improvement Program projects are still underway. Attached as **Exhibit A** is the Primavera Scheduled for Wells 7, 8A, 15, 41 and 54. Attached as **Exhibit B** is the Well Production Optimization Projects Exhibit.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

For information only.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

RMG:ce

**ATTACHMENT(S):**

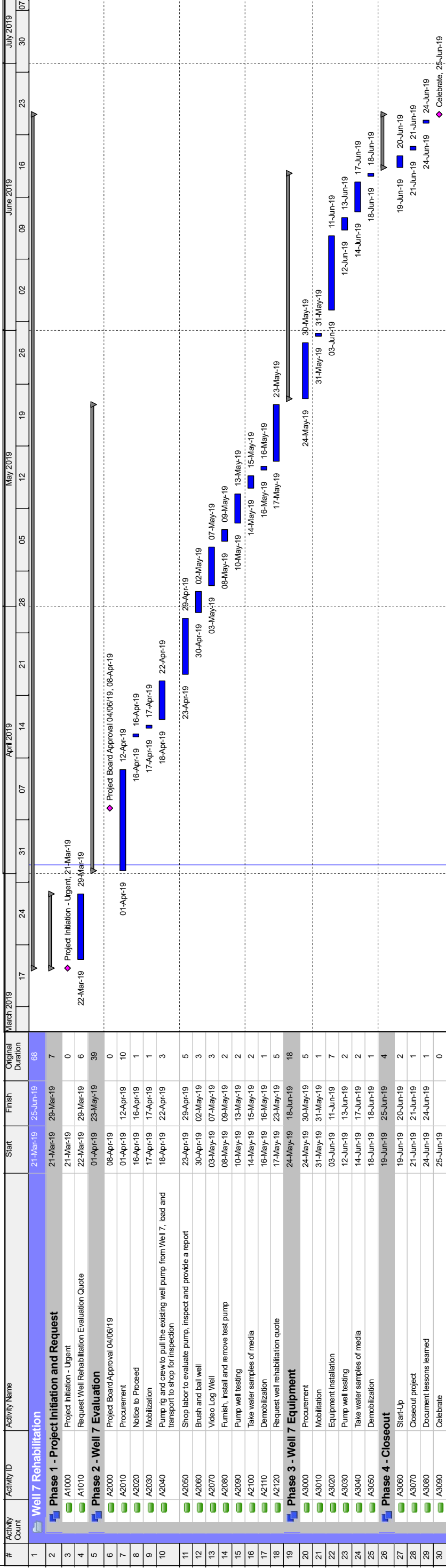
1. Exhibit A - Primavera Schedules for Wells 7, 8A, 15, 41 and 54
2. Exhibit B - Well Production Optimization Projects Exhibit

# EXHIBIT A



# Well 7 Rehabilitation Project No. W19035

09-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.



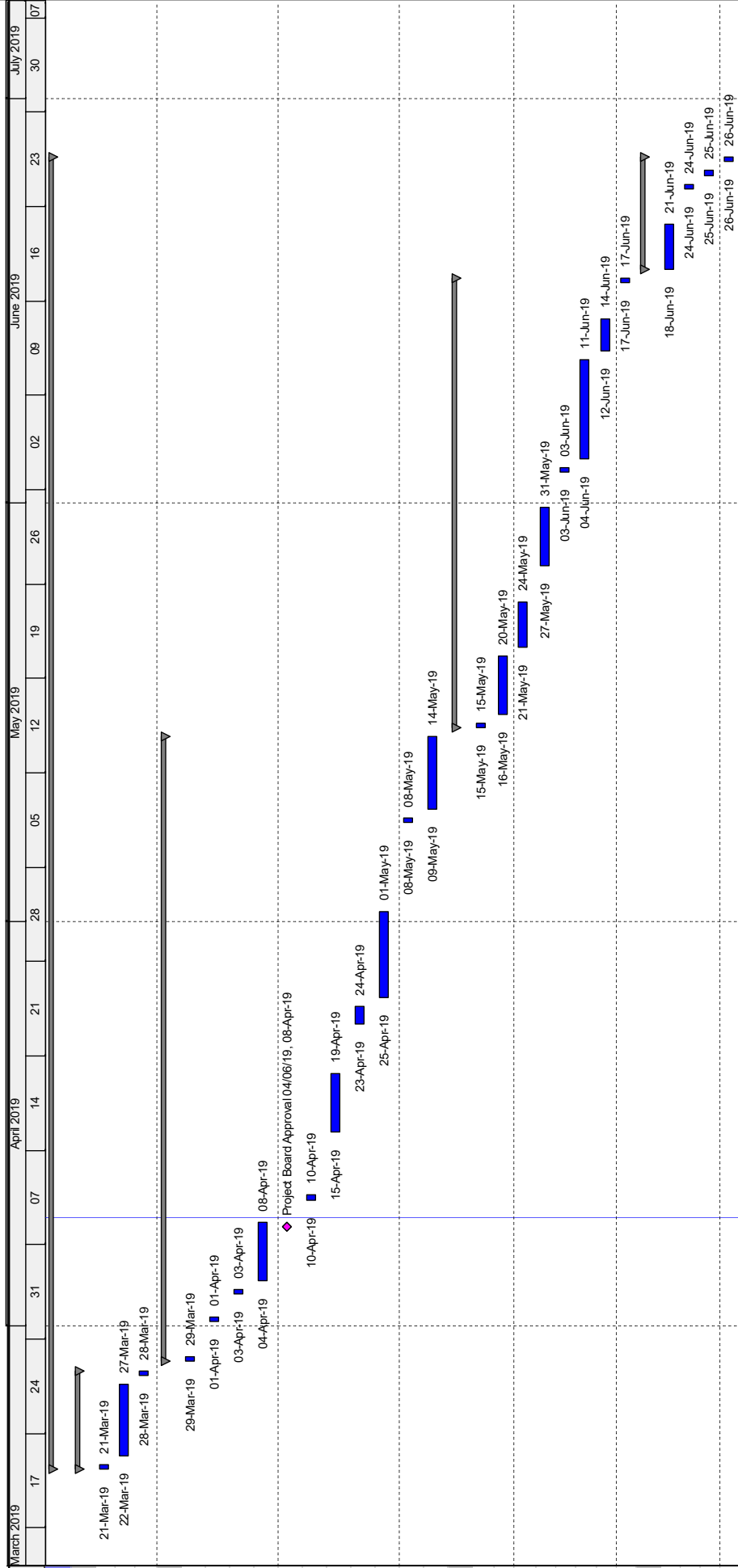
Actual Level of Effort Remaining Work Milestone  
 Actual Work Critical Remaining Work summary



# Well 8A Rehabilitation Project No. W19034

09-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.

#	Activity Count	Activity ID	Activity Name	Start	Finish	Original Duration
<b>Well 8A Rehabilitation</b>						
<b>Phase 1 - Project Initiation and Request</b>						
1		A1000	Project Initiation - Urgent	21-Mar-19	26-Jun-19	70
2		A1010	Well 8A Job Site Research/Contact Tri County Pump	21-Mar-19	21-Mar-19	6
3		A1020	Visit Job Site with Tri County Pump	22-Mar-19	27-Mar-19	1
4		A1030	Well 8A Job Site Research/Contact Tri County Pump	28-Mar-19	28-Mar-19	4
5		A1040	Visit Job Site with Tri County Pump	28-Mar-19	28-Mar-19	1
<b>Phase 2 - Well Evaluation</b>						
6		A2000	Revised estimate/fill out requisition for P.O.	29-Mar-19	14-May-19	33
7		A2010	Notice to Proceed	29-Mar-19	29-Mar-19	1
8		A2020	Mobilization	01-Apr-19	01-Apr-19	1
9		A2030	Tri County begin removing pump/suction pipe/shafting	03-Apr-19	03-Apr-19	1
10		A2040	Project Board Approval 04/06/19	04-Apr-19	08-Apr-19	3
11		A2050	Video well	08-Apr-19	08-Apr-19	0
12		A2060	Brush and Bail Well/remove debris off site	10-Apr-19	10-Apr-19	1
13		A2070	Re-video Well after brush & bail verify condition of perfs on casing	15-Apr-19	19-Apr-19	5
14		A2080	Test pump Well/take H2o quality samples throughout & 100' deeper	23-Apr-19	24-Apr-19	2
15		A2090	Report of repairs needed/condition of well	25-Apr-19	01-May-19	5
16		A2100	Request well rehabilitation quote	08-May-19	08-May-19	1
17		A2110	Request well rehabilitation quote	09-May-19	14-May-19	4
<b>Phase 3 - Well Equipment</b>						
18		A3000	Water Resources Meeting Well Update	15-May-19	17-Jun-19	24
19		A3010	Procurement	15-May-19	15-May-19	1
20		A3020	Equipment Installation/Lowering Casing 100 ft	16-May-19	20-May-19	3
21		A3030	Reinstallation of column piping/shafting. Install extra bowls if needed	21-May-19	24-May-19	4
22		A3040	Install pump motor	27-May-19	31-May-19	5
23		A3050	Pump well testing	03-Jun-19	03-Jun-19	1
24		A3060	Take water samples of media	04-Jun-19	11-Jun-19	6
25		A3070	Demobilization	12-Jun-19	14-Jun-19	3
26		A3080	Demobilization	17-Jun-19	17-Jun-19	1
<b>Phase 4 - Closeout</b>						
27		A4000	Start-Up	18-Jun-19	26-Jun-19	7
28		A4010	Closeout project	18-Jun-19	21-Jun-19	4
29		A4020	Document lessons learned	24-Jun-19	24-Jun-19	1
30		A4030	Celebrate	25-Jun-19	25-Jun-19	1
31		A4040	Celebrate	26-Jun-19	26-Jun-19	1

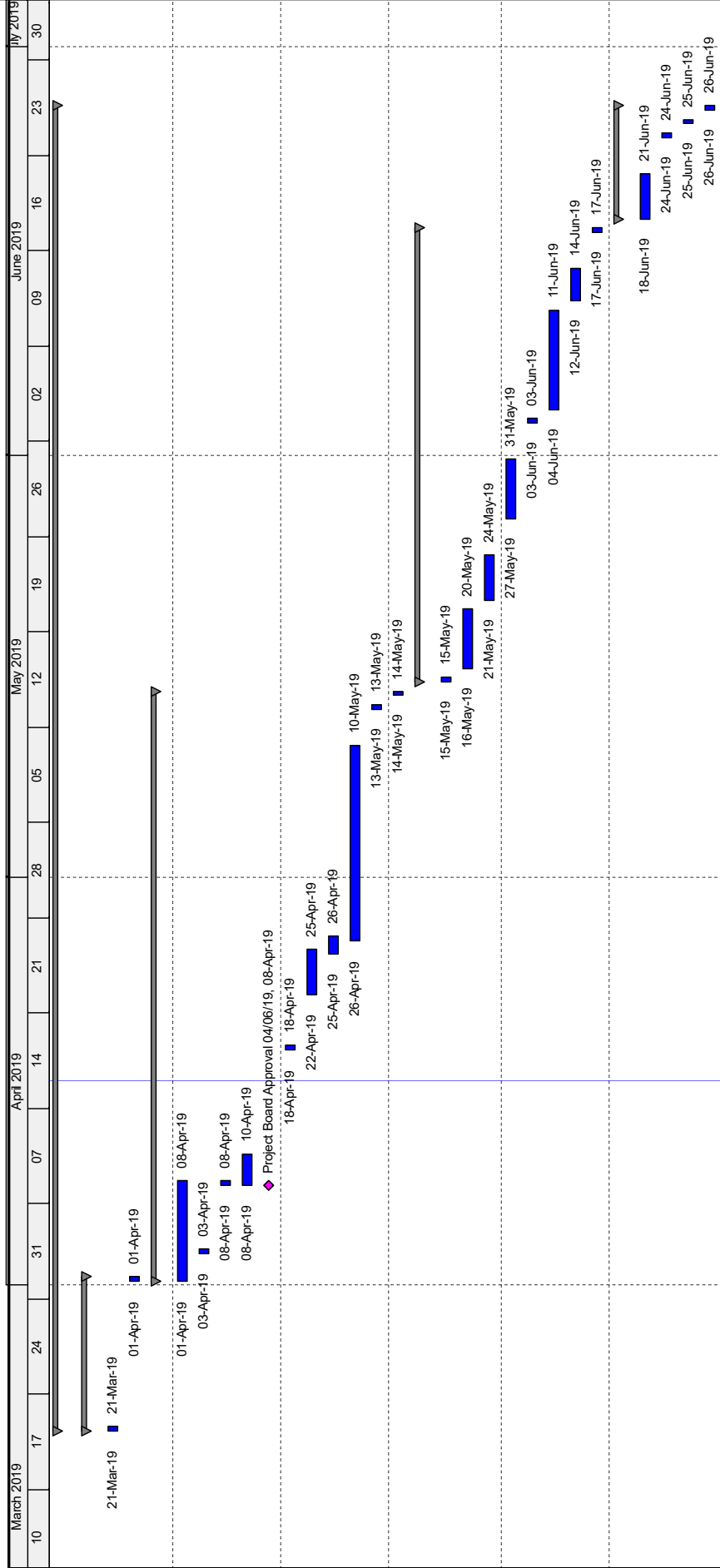




# Well 15 Rehabilitation Project No. W19037

17-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.

#	Activity Count	Activity ID	Activity Name	Start	Finish	Original Duration
1			<b>Well 15 Rehabilitation</b>	21-Mar-19	26-Jun-19	70
2			<b>Phase 1 - Project Initiation and Request</b>	21-Mar-19	01-Apr-19	8
3		A1000	Project Initiation - Urgent	21-Mar-19	21-Mar-19	1
4		A1010	Well 15 Job Site Research/Contact General Pump Company, Inc.	01-Apr-19	01-Apr-19	1
5			<b>Phase 2 - Evaluation</b>	01-Apr-19	14-May-19	32
6		A2000	Receive estimate/fill out requisition for P.O.	01-Apr-19	08-Apr-19	6
7		A2010	Notice to Proceed	03-Apr-19	03-Apr-19	1
8		A2020	Mobilization	08-Apr-19	08-Apr-19	1
9		A2030	General Pump begin removing pump/suction pipe/shafting	08-Apr-19	10-Apr-19	3
10		A2040	Project Board Approval 04/06/19	08-Apr-19	08-Apr-19	0
11		A2050	Video well	18-Apr-19	18-Apr-19	1
12		A2060	Brush and Bat Well/remove debris offsite	22-Apr-19	25-Apr-19	4
13		A2070	Re-video Well after brush & bail verify condition of perfs on casing	25-Apr-19	26-Apr-19	2
14		A2080	Test pump Well/take H2o quality samples throughout & 100' deeper	26-Apr-19	10-May-19	11
15		A2090	Report of repairs needed/condition of well	13-May-19	13-May-19	1
16		A2100	Request well rehabilitation quote	14-May-19	14-May-19	1
17			<b>Phase 3 - Equipment</b>	15-May-19	17-Jun-19	24
18		A3000	Water Resources Meeting Well Update	15-May-19	15-May-19	1
19		A3010	Procurement	16-May-19	20-May-19	3
20		A3020	Equipment installation/Lowering Casing 100 ft	21-May-19	24-May-19	4
21		A3030	Reinstallation of column piping/shafting, install extra bowls if needed	27-May-19	31-May-19	5
22		A3040	Install pump motor	03-Jun-19	03-Jun-19	1
23		A3050	Pump well testing	04-Jun-19	11-Jun-19	6
24		A3060	Take water samples of media	12-Jun-19	14-Jun-19	3
25		A3070	Demobilization	17-Jun-19	17-Jun-19	1
26			<b>Phase 4 - Closeout</b>	18-Jun-19	26-Jun-19	7
27		A4000	Start-Up	18-Jun-19	21-Jun-19	4
28		A4010	Closeout project	24-Jun-19	24-Jun-19	1
29		A4020	Document lessons learned	25-Jun-19	25-Jun-19	1
30		A4030	Celebrate	26-Jun-19	26-Jun-19	1

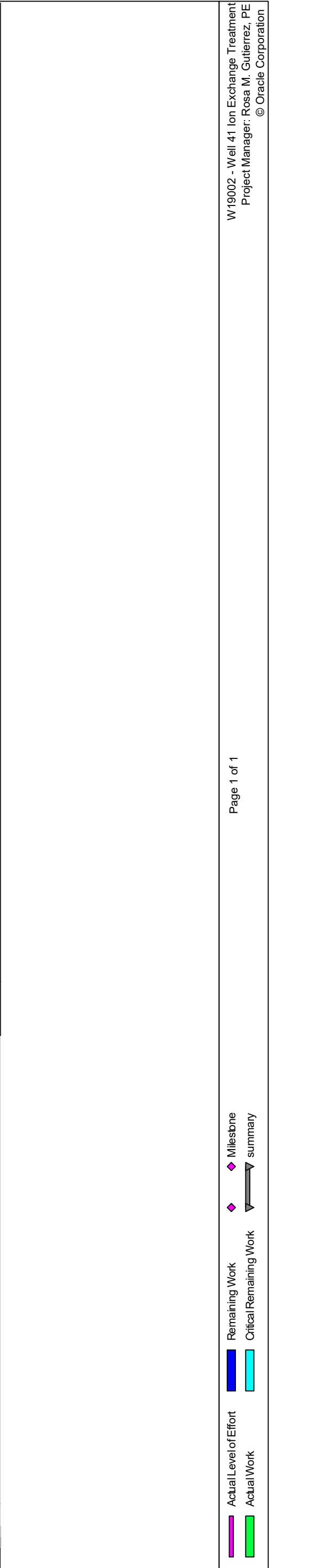
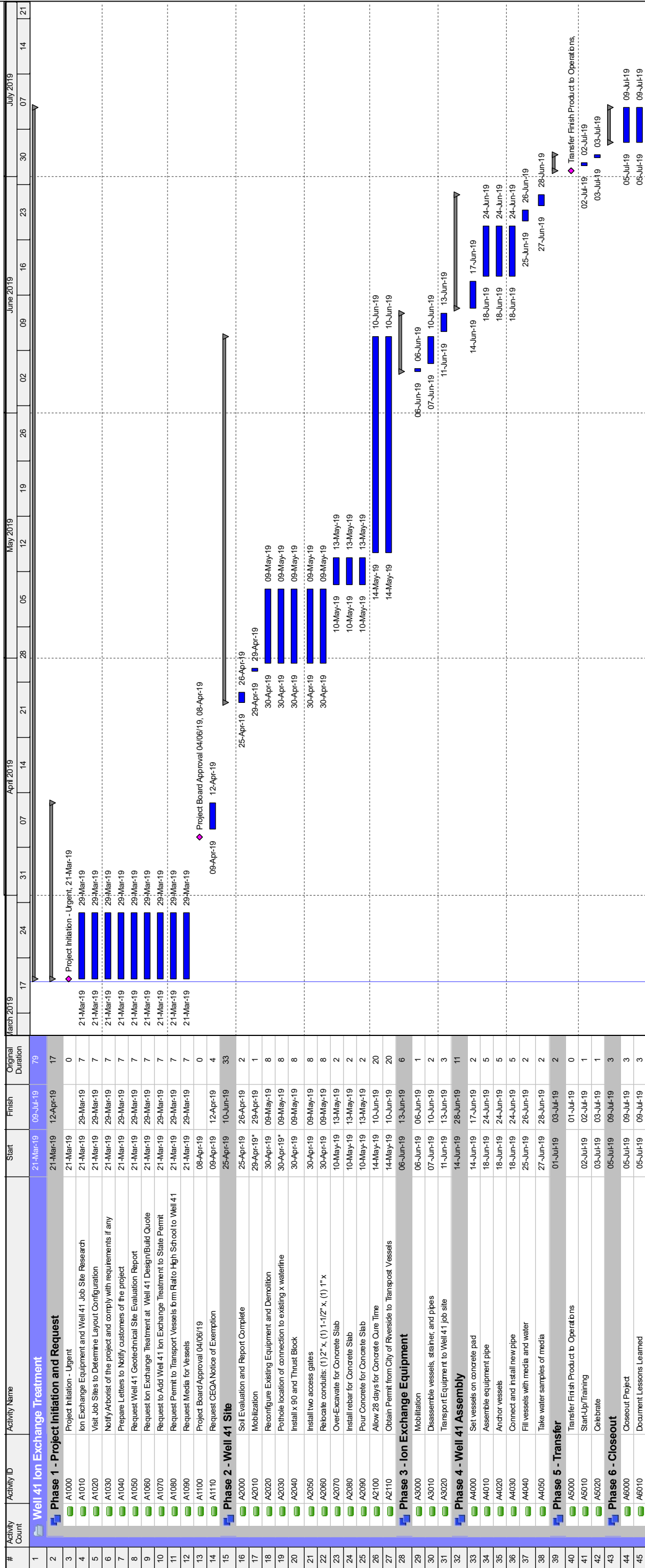


Well 15 Rehabilitation  
Project Manager: Joe Schnaack  
© Oracle Corporation



# Well 41 Ion Exchange Treatment Project No. W19002

09-Apr-19  
Drawn by: Rosa M. Gutierrez, P.E.  
Title: Associate Engineer with P.E.





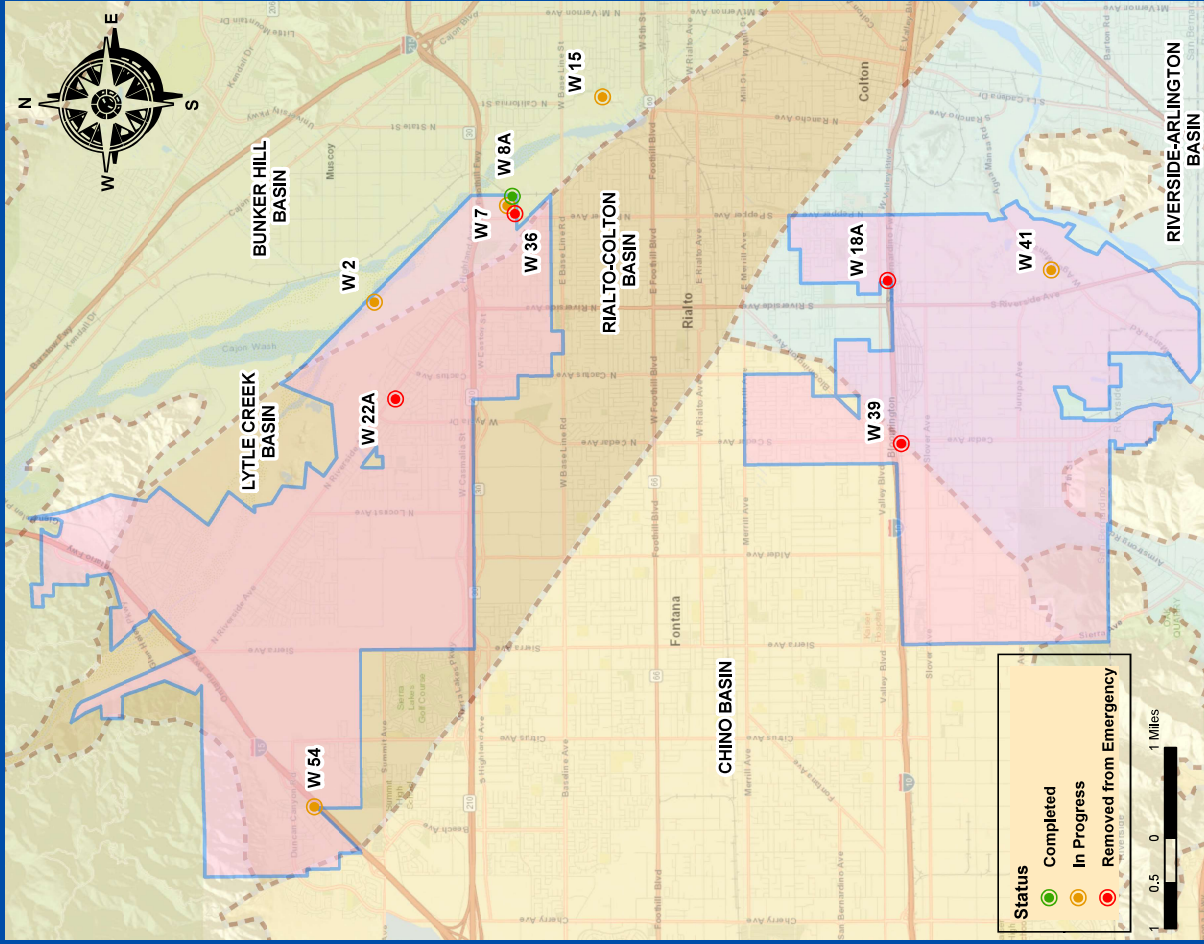
# EXHIBIT B



## Emergency Well Progress Summary

COMPLETED					
Well	Cost	Est. Comp. Time	GPM	Zone	Status
Well 8a	\$140,224	Jul-19	2,250	3-4	Complete
IN PROGRESS					
Well	Cost	Est. Comp. Time	GPM	Zone	Status
Well 15	\$138,580	Sep-19	2,000	3	Phase 2 in progress. Re-installing on Sep 13th.
Well 7	\$166,362	Oct-19	1,300	3-4	Construction complete. Amending permit expected Oct 2019.
Well 2	\$40,176	Oct-19	1,400	5	Taken off Completed list, offline for MTBE. Treatment plan TBD.
Well 41	\$194,736	Sep-19	2,000	2	Construction complete. Gates and valve installed, and paint complete (change order 1). Awaiting DDW permit.
Well 54	\$174,935	Sep-19	1,000	6	Construction complete. Awaiting for lab results due to color.
Total	\$914,789		7,700 GPM		
REMOVE FROM EMERGENCY PROJECT STATUS					
Well	Cost	Est. Comp. Time	GPM	Zone	Status
Well 18a	\$211,200	> 1 year	1,800	2	CEQA submitted, develop blending plan, submit to State.
Well 22a	> 1M	> 1 year	2,000	4	Nitrate contamination due to existing septic tank at Trapp Elementary School. Will explore grant funding opportunities and treatment options. Limited Water Rights.
Well 36	1M	> 1 year	2,800	3-4	Lord Ranch Environmental issues, likely new well will be required.
Well 39	> 1M	> 1 year	3,000	3	High nitrate levels, no drainage for test pump, not equipped.
Total	> 3,211,200		9,600 GPM		

## Emergency Well Optimization Project Map



**RESOLUTION NO. 2019-25  
A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST VALLEY WATER DISTRICT APPROVING THE  
FAILURE TO FULFILL BOARD MEMBER DUTY POLICY**

**WHEREAS**, the ratepayers of the West Valley Water District (District) are entitled to have fair, ethical and accountable local government which has earned the public's full confidence; and

**WHEREAS**, in keeping with the District's commitment to excellence, all public officials, both elected and appointed, must comply with both the letter and spirit of the laws and policies affecting the operation of government; and

**WHEREAS**, all public officials, both elected and appointed, are required to be impartial and fair in their judgement and actions and ensure that public office is used for the public good; and

**WHEREAS**, the District has determined that the adoption of Policy for Failure to Fulfill Board Member Duties will assist the members of the Board of Directors ("Board") with achieving these goals.

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1.** The attached policy to this Resolution, Exhibit A, is hereby adopted as Board policy for the West Valley Water District.

**SECTION 2.** All other previous enactments providing for these policies have been superseded by this Resolution and may be amended from time to time by a duly adopted resolution of the Board.

**ADOPTED, SIGNED AND APPROVED THIS 19th DAY OF SEPTEMBER, 2019 BY THE FOLLOWING VOTE:**

**AYES: DIRECTORS:  
NOES: DIRECTORS:  
ABSENT: DIRECTORS:  
ABSTAIN: DIRECTORS:**

\_\_\_\_\_  
Dr. Michael Taylor, President of the  
Board of Directors of West Valley  
Water District

ATTEST:

\_\_\_\_\_  
Crystal Escalera, Board Secretary

# Exhibit A



**ADMINISTRATIVE PROCEDURES  
WEST VALLEY WATER DISTRICT**

APPROVAL DATE	ADMINISTRATION POLICIES	POLICY NO. RESOLUTION NO. 2019-
APPROVED BY	<b>POLICY TITLE FAILURE TO FULFILL BOARD MEMBER DUTIES</b>	EFFECTIVE DATE

**A. PURPOSE**

The West Valley Water Board has experienced a rash of unexcused absences by multiple Board Members. In order to ensure that all Board Members fulfill their official duties, the Board of Directors may take formal action against its Members under the following circumstances.

**B. FAILURE TO FULFILL HIS OR HER OFFICIAL DUTY DEFINED**

A West Valley Water District Board Member may be removed from his or her West Valley Water District seat if he or she fails to fulfill his or her official duty.

“FAILURE TO FULFILL HIS OR HER OFFICIAL DUTY” is defined for purposes of this section as one of the following:

- (1) A Board Member who misses three (3) consecutive meetings while being unexcused; or
- (2) Any Board Member who misses more than twenty five (25%) of the meetings in a calendar year while being unexcused.

A Board Member may only be excused by the President of the Board or the Presiding Officer of the meeting.

If either (1) or (2) occur, the Board Member may be removed from his or her seat from the West Valley Water District Board of Directors by an affirmative vote of at least three (3) Members of the Board of Directors.