



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

BOARD MEETING
AGENDA

THURSDAY, OCTOBER 17, 2019
CLOSED SESSION - 6:00 PM • OPEN SESSION 6:30 PM

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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

PRESENTATIONS

1. The Pacific River Project
2. Water Reliability Improvement Program Update

CONSENT CALENDAR

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

Consideration of:

3. September 19, 2019 Regular Board Meeting Minutes.
4. Treasurer Report July 2019.
5. Receive and File August 2019 Cash Disbursements Report.
6. Receive and File Monthly Financial Report as of September 2019.
7. September 2019 Purchase Order Report.
8. Approval of a Legal Services Agreement with Tafoya Law Group, LLC

BUSINESS MATTERS

Consideration of:

9. Resolution 2019-30: Breast Cancer Awareness Month 2019.
10. Authorization for Signatory Changes for all JP Morgan Chase, US Bank, CalTrust, LAIF Accounts.
11. Resolution 2019-31, Application for Bureau of Reclamation (WaterSMART) Drought Resiliency Grant Funds for Pacific River Project Conceptual Appraisal and Analysis.
12. Consider Release of Overlying Easement on APN 0131-131-02, 08 and 09.
13. Authorization to Approve Change Order No. 1 and Change Order No. 2 for the Reservoir R2-3 Site Improvements and Modifications Construction Project for G.M. Sager Construction Company, Inc.
14. Authorization to Approve Change Order No. 2 for the Customer Service Foyer Renovation Project.

15. Consider Notice of Completion Recordation for the Highland Avenue 30-Inch Transmission Main Project.
16. Consider Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc. for Tract 20250.
17. Salary Schedule and Job Classification Schedule for Fiscal Year 2019-20.
18. Budget Amendment to Fund Agreement with Aerotek, Inc. for Temporary Labor Services for Fiscal Year 2019-20.
19. Consider Budget Amendment for Non-Budgeted State Water Project Due to an Offline Well.
20. Consider Notice of Completion Recordation for the Reservoir R2-3 Site Improvements and Modifications Project.
21. Authorization to Approve Change Order No. 3 for the Customer Service Foyer Renovation Project.
22. Consider Approval of Professional Services Agreement for M.H.M & Associates.
23. Consider an Annual Contract and Budget Amendment for MV Cheng & Associates, Inc.
24. Annual Professional Service Agreement with Dr. R. William Mathis for Organizational Development and Management Services.
25. Consider Annual Renewal of a Professional Services Agreement for L.A. County Public Safety, Security and Emergency Management Consulting Services, LLC (Consultant).
26. Consider Approval of a Professional Services Agreement for Clifton Engineering for Engineering Services.
27. CIP Budget Amendment to Facilitate Additional Maximo Licensing and Hosting Services.
28. Approval of a Legal Services Agreement for Leal-Trejo, APC to Represent West Valley Water District in Case Number 19STCV05677 (West Valley Water District, Et. Al. V. Tafoya & Garcia) and Other Matters as Assigned by The District.
29. Approval of Employment Agreement with Larry Lawrence for Assistant General Manager.

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**
- ❖ 1,793 days without a “Loss Time” claim.

UPCOMING MEETINGS

- October 21, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by the West Valley Water District at the Sierra Lakes Golf Club in Fontana, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM.
- October 21, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- October 23-26, 2019 - United States Conference of Mayors Water Summit Meeting in Napa, CA
- November 5, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- November 5, 2019 - Bloomington Municipal Advisory Council Meeting at 6:30 PM at Ayala Park, 18313 Valley Boulevard in Bloomington
- November 7, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM
- November 11, 2019 - The West Valley Water District will be CLOSED in observance of the Veterans Day Holiday
- November 12, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- November 12, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- November 13, 2019 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- November 15, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- November 19, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA

- November 21, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM
- November 28-29, 2019 - The West Valley Water District will be CLOSED in observance of the Thanksgiving Day Holiday

CLOSED SESSION

- **ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Two (2)
- **CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION** Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- **CONFERENCE WITH LEGAL COUNSEL - 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

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 October 14, 2019.



Crystal L. Escalera, Board Secretary

Please Note:

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

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

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
September 19, 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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input 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"/>
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"/>
Shamindra Manhabal	<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"/>
Amal Sedrak	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Telat Yalcin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Rudy Olguin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Anthony Budicin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Patricia Romero	<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"/>

WVWD

Minutes: 9/19/19

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

ADOPT AGENDA

President Dr. Taylor motioned to adopt the agenda and to move Item No. 22 (an update on the well rehabilitation project) as a presentation following Public Participation. Director Greg Young second the motion which passed by the following vote:

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

PUBLIC PARTICIPATION

Malcom Davis, Al Vogler, Diana Araiza, Patricia Romero, June Hayes, Scott Rodriguez, Jorge Valdez, and Kelly Gregg made comments to the Board of Directors.

PUBLIC HEARING

• **PUBLIC HEARING - 2019 PUBLIC HEALTH GOALS REPORT**

President Dr. Taylor opened the Public Hearing for the 2019 Public Health Goals report for the West Valley Water District. Clarence Mansell called forward Joanne Chan, Operations Manager, to present the report and answer any questions. Ms. Chan gave her report at which time no questions were asked. Following her report, President Dr. Taylor opened a time for speakers to come forward to make comments both in favor and in opposition of the adoption of the report. There were no speakers. There was also no discussion by the Board. President Dr. Taylor then closed the Public Hearing and Director Greg Young motioned to adopt the report. His motion was second by Vice President Kyle Crowther and passed by the following vote:

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

21. WATER RELIABILITY IMPROVEMENT PROGRAM UPDATE

President Dr. Taylor motioned to adopt the agenda and to move Item No. 22 (an update on the well rehabilitation project) as a presentation item following Public Participation. Rosa Gutierrez, Senior Engineer, gave an update on the Well Reliability Improvement Program following Public Participation. There were not questions following Mrs. Gutierrez's presentation and no vote for this item.

CONSENT CALENDAR

1. JULY 18, 2019 REGULAR BOARD MEETING MINUTES

President Dr. Taylor asked the Board if there were any items they wanted taken separately for consideration from the Consent Calendar. Director Greg Young and Dr. Clifford Young made separate request to take Items No. 2, 3, 4, 5, 7, 8, 9, 10, 11, 13 and 14 for separate consideration. President Dr. Taylor then motioned to approve Item No. 1, 6 and 12 with one vote. Director Greg Young second the motion. There was no discussion on these items and the following vote was taken:

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

2. AUGUST 4, 2019 SPECIAL BOARD MEETING MINUTES

Director Greg Young requested to take Items No. 2 and 3 for a separate vote. He informed the Board that he would be abstaining from voting since he was detained at work for the meeting referred to in the minutes, and could not attest to the accuracy of the minutes being presented. President Dr. Taylor then motioned to adopt the minutes for Items No. 2 and 3. Vice President Kyle Crowther then second the motion and the following vote was taken:

RESULT:	ADOPTED [3 TO 0]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
ABSTAIN:	Clifford Young, Gregory Young

3. SEPTEMBER 27, 2019 SPECIAL BOARD MEETING MINUTES

Director Greg Young requested to take Items No. 2 and 3 for a separate vote. He informed the Board that he would be abstaining from voting since he was detained at work for the meeting referred to in the minutes and could not attest to the accuracy of the minutes being presented. President Dr. Taylor then motioned to adopt the minutes for Items No. 2 and 3. Vice President Kyle Crowther then second the motion and the following vote was taken:

RESULT:	ADOPTED [3 TO 0]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
ABSTAIN:	Clifford Young, Gregory Young

4. RECEIVE AND FILE JULY 2019 CASH DISBURSEMENTS REPORT

Director Dr. Young requested to take this Item for separate consideration. He began discussion by questioning the expenditures for the month of July 2019 and his concern that rates may need to be raised based on the projected budget the report presented. Discussion then ensued. Director Dr. Young requested a copy of the income and expenditure report which Mr. Mansell

WVWD

Minutes: 9/19/19

informed the Board he would provide to all of them. Following the discussion President Dr. Taylor noted that the CFO, Misty Cheng, informed the Board that the districts revenues exceeded the districts cost. There was no further discussion and Director Greg Young motioned to approve the report, second by President Dr. Michael Taylor. Director Dr. Young informed the Board during roll call that he would be voting “No” until he was able to review the report requested. The motion passed by the following vote:

RESULT:	ADOPTED [4 TO 1]
MOVER:	Gregory Young, Director
SECONDER:	Michael Taylor, President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
NAYES:	Clifford Young

***5. AMENDMENT TO ARTICLE 10 - SICK LEAVE/BEREAVEMENT**

***7. AMENDMENT TO ARTICLE 1703 - GRIEVANCE RIGHTS OF EMPLOYEES**

*Item No. 5 and 7 were taken together for one vote.

Director Dr. Young requested to take Item No. 5 and 7 for separate consideration. He opened up discussion by inquiring if district staff was involved in the development of the proposed policies. Human Resources Manager, Deborah Martinez informed the Board that the polices were taken to the Human Resources Committee only and the staff was not involved due to the current Union negotiations taking place. Director Greg Young also expressed concern in involving employees in the development of the policies being presented. Discussion then ensued. Legal Counsel informed the Board that he has been in contact with the Union and it would be improper to approach the employees regarding the matter. Director Greg Young motioned to table the item however, President Dr. Taylor made a substitute motion to pass the items as presented which was second by Vice President Kyle Crowther. President Dr. Taylor called for a vote as recorded below.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther,
NAYES:	Donald Olinger, Clifford Young, Gregory Young

• TABLE ITEMS NO. 5 AND 7 TO ALLOW LEGAL COUNSEL TO CONTINUE DISCUSSION WITH THE UNION REPRESENTATIVE.

Following the vote of Item No. 5 and 7, Director Greg Young made a substitute motion to table Items No. 5 and 7 to allow Legal Counsel time to continue discussion with the Union representative the proposed policies. Director Dr. Young second the motion and the following vote was taken:

RESULT:	TABLED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

6. APPROVAL OF AUGUST 2019 PURCHASE ORDER REPORT

President Dr. Taylor asked the Board if there were any items they wanted taken separately for consideration from the Consent Calendar. Director Greg Young and Dr. Clifford Young made separate request to take Items No. 2, 3, 4, 5, 7, 8, 9, 10, 11, 13 and 14 for separate consideration. President Dr. Taylor then motioned to approve Item No. 1, 6 and 12 with one vote. Director Greg Young second the motion. There was no discussion on these items and the following vote was taken:

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

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

Director Dr. Young requested to take this item for separate consideration. Director Dr. Young inquired if the name of Legal Counsel's firm had changed and if a new contract would be needed to retain their services. Mr. Tafoya informed the Board that his firm name had changed but remains the same entity and firm. Director Dr. Young suggested to have an outside counsel review if a new contract needs to come to the Board for approval. Discussion then ensued regarding the billing. Following this discussion, Director Dr. Young requested to have a detailed description of all discussions with the various Directors referred to in the billing. Director Greg Young made an additional requested to Legal Counsel to note which Directors he spoke to in the billing for consistency moving forward. President Dr. Taylor then motioned to approve the billing second by Vice President Kyle Crowther. The following vote was then recorded:

RESULT:	ADOPTED [3 TO 2]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
NAYES:	Clifford Young, Gregory Young

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

President Dr. Taylor began discussion on this item by inquiring about the large amounts due. Director Greg Young joined the discussion and also asked why there was such a long delay in receiving the invoices from Leal Trejo for services provided in 2018. Legal Counsel addressed the first question and informed the Board that the billing was high due to the numerous

WVWD

Minutes: 9/19/19

meetings that were required for the West End Litigation as it concluded. Legal Counsel then addressed Director Greg Young’s question and informed him that he was told by Mr. Leal that “he” had presented the invoices previously and they were not included in the agenda. Vice President Crowther then asked Misty Cheng to research the invoices to confirm if they were previously paid. Discussion then ensued. Following the discussion, President Dr. Taylor motioned to pay the invoices if it was found that they were not previously paid. Director Don Olinger second the motion and the following vote was taken with Directors Dr. Young and Greg Young abstaining from the vote.

RESULT:	APPROVED [3 TO 0]
MOVER:	Michael Taylor, President
SECONDER:	Don Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
ABSTAIN:	Clifford Young, Gregory Young

10. APPROVAL OF EMPLOYMENT AGREEMENT WITH CLARENCE MANSELL FOR GENERAL MANAGER.

Director Dr. Young requested to take this item for separate consideration and discussion. He began discussion by bringing to the board’s attention that the contract refers to the position being offered interchangeably as “General Manager” and “Interim General Manager” and asked for clarification on which position is being offered. President Dr. Taylor clarified the position is for “General Manager.” Director Dr. Young asked if the contract should be reviewed again by legal for any other errors. Legal Counsel suggested to amend the contract with the corrections on the dais instead. Director Dr. Young then inquired about the hiring process used to hire the General Manager. A lengthy discussion then ensued. Director Greg young also brought to the boards attention that “Interim” also appears in section “e” and “o” of the contract following the previous discussion. President Dr. Taylor then motioned to remove the word “Interim” from the first page, section “e” and section “o” of the contract. Director Don Olinger second the motion and the following vote was taken:

RESULT:	APPROVED AS AMENDED [3 TO 1]
MOVER:	Michael Taylor, President
SECONDER:	Don Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
NAYES:	Clifford Young
ABSTAIN:	Gregory Young

11. APPROVAL OF EMPLOYMENT AGREEMENT WITH DEBORAH MARTINEZ FOR HUMAN RESOURCES AND

President Dr. Taylor inquired if Director Dr. Young would like to discuss the item to which Director Dr. Young informed him that he would let this item “go to court.” There was no discussion following this statement. President Dr. Taylor then motioned to approve the item and Vice President Crowther second the motion. The following vote was then recorded:

RESULT:	ADOPTED [4 TO 1]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
NAYES:	Clifford Young

12. APPROVAL OF EMPLOYMENT AGREEMENT WITH CRYSTAL ESCALERA FOR BOARD SECRETARY

President Dr. Taylor asked the Board if there were any items they wanted taken separately for consideration from the Consent Calendar. Director Greg Young and Dr. Clifford Young made separate request to take Items No. 2, 3, 4, 5, 7, 8, 9, 10, 11, 13 and 14 for separate consideration. President Dr. Taylor then motioned to approve Item No. 1, 6 and 12 with one vote. Director Greg Young second the motion. There was no discussion on these items and the following vote was taken:

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

13. APPROVAL OF EMPLOYMENT AGREEMENT WITH SHAMINDRA MANBAHAL FOR CHIEF FINANCIAL OFFICER

Director Dr. Young began discussion by inquiring if a background check had been completed for Mr. Shamindra Manbahal. Deborah Martinez, Human Resources Manager, informed the board that the background check was currently in progress. Director Greg Young also asked if the position was posted through NeoGov. There was then a lengthy discussion regarding the hiring, background check, and MV Cheng’s consultant agreement in relation to the hiring of Mr. Manbahal. Following this discussion President Dr. Taylor motioned to pass this item however there was no second. Director Dr. Young then made a substitute motion to have the full board privy to the background check of Shamindra Manbahal before approving him for the position of Chief Financial Officer. Director Greg Young second the motion which failed by the recorded vote:

- **APPROVE AGREEMENT WITH SHAMINDRA MANBAHAL FOR CHIEF FINANCIAL OFFICER AFTER A FULL BACKGROUND CHECK HAS BEEN COMPLETED**

RESULT:	DEFEATED [2 TO 3]
MOVER:	Clifford Young, Director
SECONDER:	Gregory Young, Director
AYES:	Clifford Young, Gregory Young
NAYES:	Michael Taylor, Kyle Crowther, Donald Olinger

President Dr. Taylor motioned to approve the contract as stated following the previous vote. Vice President Crowther second the motion which passed as recorded below.

WVWD

Minutes: 9/19/19

After the vote was taken, Director Dr. Young had an informational question and inquired about Misty Cheng, the Interim CFO position, Interim CFO title, the duties of Ms. Cheng, and where that position lies now that a CFO has been hired. Mr. Mansell clarified that we do not have an Interim CFO and that the district has hired Misty Cheng as a consultant. Director Dr. Young requested a copy of Ms. Cheng’s contract and discussion ensued. Ms. Cheng also responded to this question and informed the Board that she is the liaison to the State Controller’s Office and “without a title it would not give credibility to the position she holds at the district.” She did inform the Board that she uses the title “Interim CFO” when she signs in to meetings with the State Controller’s Office as the main point of contact should they have questions.

• **APPROVAL OF EMPLOYMENT AGREEMENT WITH SHAMINDRA MANBAHAL FOR CHIEF FINANCIAL OFFICER**

RESULT:	ADOPTED [3 TO 2]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
NAYES:	Clifford Young, Gregory Young

14. APPROVAL OF EMPLOYMENT AGREEMENT WITH LARRY LAWRENCE FOR ASSISTANT GENERAL MANAGER.

Mr. Kelly Gregg and Al Vogler requested to make public comments during the discussion of this item and made comments regarding their concerns to the hiring of Mr. Lawrence.

After the public comments were heard Director Dr. Young began discussion of the item by expressing his concern of the lack of information he received on Mr. Lawrence’s qualifications. Discussion then ensued regarding the distribution of information to the Board. Director Greg Young also stated the he had not received a copy of Mr. Lawrence’s resume like Dr. Young. Director Greg Young spoke further regarding the dissemination of information to the Board. Following this discussion attending rate payer and former General Manager, Mr. Anthony “Butch” Araiza, requested to speak. President Dr. Taylor allowed Mr. Araiza to come forward and make his comments. Mr. Araiza suggested that the Board delay this item to allow all the Board members time to review Mr. Lawrence’s resume. No further comments were taken from the public. President Dr. Taylor then motioned to approve the contract however, before a second could be made Director Don Olinger requested to make a comment and informed the Board that he would be voting to delay the approval of the contract to allow the Board members time to review Mr. Lawrence’s resume and references were properly checked. After hearing all the concerns, President Dr. Taylor then motioned to bring this item back to Board at the next regular meeting for approval. He also asked Mr. Mansell to send the requested documents to the full Board. Vice President Crowther second the motion and the following vote was recorded:

RESULT:	TABLED [UNANIMOUS] Next: 10/17/19 6:00 PM
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

BUSINESS MATTERS

15. APPROVAL OF AGREEMENT FOR PROFESSIONAL SERVICES WITH CLIFTON LARSON ALLEN FOR TREASURER SERVICE

Director Greg Young requested to take this item for separate discussion. He brought to the Board's attention that the attached report did not include a resume of the person(s) who will perform the services in the contract. A short discussion ensued resulting in Director Young requesting resume's to be sent to the full Board for review. Director Greg Young then motioned to approve the contract which was second by President Dr. Taylor. The following vote was then taken:

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

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

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote. Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

17. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 FOR THE RESERVOIR R2-3 SITE IMPROVEMENTS AND MODIFICATIONS PROJECT FOR MICHAEL BAKER INTERNATIONAL

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote. Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

18. CONSIDER A CONTRACT EXTENSION WITH HARDY & HARPER, INC. FOR ON-CALL PERMANENT TRENCH PAVING ON AN AS-NEEDED BASIS

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote.

WVWD

Minutes: 9/19/19

Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

19. CONSIDER AN AGREEMENT WITH MERLIN JOHNSON CONSTRUCTION, INC. FOR SERVICE LATERAL REPLACEMENT

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote. Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

20. CONSIDER PURCHASING A NEW SPARE 400HP MOTOR AT THE BASELINE FEEDER WELL SITES

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote. Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

21. CONSIDER BUDGET AMENDMENT FOR NON BUDGETED EXPENDITURES INCURRED DUE TO RIVERSIDE AVENUE WATER MAIN BREAK IN THE CITY OF RIALTO

President Dr. Taylor opened discussion of Business Matters following Item No. 14. At that time Director Greg Young motioned to adopt Items No. 16, 17, 18, 19, 20 and 21 with one vote. Director Olinger second the motion and the following vote below was taken. There was no discussion on these items.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Clifford Young, Gregory Young

22. (This item was taken following Public Participation)

WVWD

Minutes: 9/19/19

23. CONSIDERATION OF ADOPTION OF NEW POLICY FOR ATTENDANCE BY BOARD MEMBERS

Director Greg Young requested to take this item for separate discussion. He began discussion by informing the Board that he looked through the Election Code, Water Code and Government Code to see what portion of these codes would give the district the authority to remove an Elected Official as proposed in the policy. He then inquired with Legal Counsel to clarify which code was being referenced to enforce the policy. Director Greg Young also pointed out the policy did not differentiate Special meetings from Regular meetings and expressed concern for the matter. Discussion then ensued. At the conclusion of the discussion, Director Greg Young recommended to table this item.

President Dr. Taylor then motioned to table this item to allow Director Greg Young to work with Legal Counsel to create a policy for Board attendance and to bring it back for the Board to approve at the next regularly scheduled meeting.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Michael Taylor, President
SECONDER:	Donald Olinger, Director
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, 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 Greg Young:** Responded to comments made during Public Participation regarding his attendance. He pointed out that his attendance is not the same as Dr. Young's. He thanked those who have inquired about his mother's health and sent well wishes and prayers for her recovery. He also recognized Ms. Betty Gosney, Ms. Jackie Cox and Ms. Linda Gonzalez, former West Valley Water District Board members, and thanked them for their attendance.
 - **Director Dr. Young:** Informed the public that he has been taking care of his wife who has stage 5 Cancer and her health issues may occasionally require him to miss Board meetings. He ensured the public that he still reads his Board packets and continues to work for the district. He also mentioned the lawsuit he is currently involved in and ensured the public that he is commitment to working on behalf of the rate payers.
 - **President Dr. Taylor:** No report
 - **Vice President Crowther:** Also thanked the public for attending. Appreciates the input by the public during the meeting. Became involved with District to do what was best for the district and rate payers. He assured the public that he would not do anything to jeopardize his integrity, profession or family to do anything that he would believe to be illegal or inappropriate. He also touched on a comment made by Misty Cheng regarding the revenues exceeding the expenses and informed the attendees that there have not been any conversations with him regarding raising rates.
 - **Director Olinger:** Apologized for the decorum of the meeting and felt embarrassed. He hoped to have a moment to speak to the detractors to get better acquainted with

WVWD

Minutes: 9/19/19

them. He commented that he is doing the best he can but he will try to improve as most people can.

- **Legal Counsel**
 - No report.
- **General Manager**
 - **Clarence Mansell:** Called forward Rosa Gutierrez, Senior Engineer, to introduce the districts new Associate Engineer w/P.E. At that time Mrs. Gutierrez called forward with Amal Sedrak and informed the Board of Ms. Sedrak extensive education and certifications. The Board welcomed her to the district. Jeremiah Brosowske, Associate General Manager, informed the Board and public of the district's new phone system following Ms. Sedrak's introduction. There were no further comments.

CLOSED SESSION

Legal Counsel reported that there was no action taken during 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

The meeting adjourned at 8:55 PM

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 9/19/19



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: TREASURER REPORT JULY 2019

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

Respectfully Submitted,

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

Clarence Mansell Jr, General Manager

MVC:cc

ATTACHMENT(S):

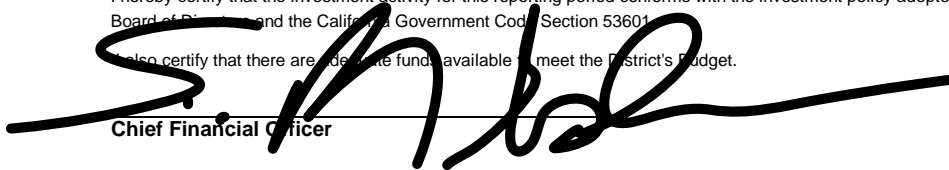
1. July 2019 WVWD Board Report

West Valley Water District
Cash, Investment & Reserve Balances - July 31, 2019

Institution/Investment Type	June 2019 Balance	July 2019 Balance	RESERVE ACCOUNT	Minimum Balance
Funds Under Control of the District:			RESTRICTED FUNDS	
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 515.64
	\$ 4,300.00	\$ 4,300.00	Customer Deposit Accounts	\$ 3,507,270.53
Checking and Savings:			Capacity Charge Acct Balance	\$ 11,647,148.13
Chase - General Government Checking	\$ 7,214,679.53	\$ 7,189,089.50	CIP account in LAIF for capital purposes	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Rebate 2015 (Cleared \$2,508,813.10)	\$ 30,325.27
Chase - UTC Routine Checking	\$ 303,082.15	\$ 303,054.85	Rebate 2018 (Cleared \$2,198,170.99)	\$ 65,351.41
Chase - UTC Non-Routine Checking	\$ 48,690.90	\$ 48,636.50		\$ 18,250,610.98
	\$ 7,566,452.58	\$ 7,540,780.85	CAPITAL RESERVE FUNDS	
State of California, Local Agency Investment Fund	\$ 16,186,642.26	\$ 16,288,196.91	Capital Project Account - 100% FY 19-20	\$ 12,525,825.00
US Bank - Chandler Asset Mgmt	\$ 12,575,896.17	\$ 12,579,353.21	Capital Project Account-80% FY 20-21	\$ 10,020,660.00
CalTrust Pooled Investment Fund - Short Term	\$ 15,337,183.58	\$ 15,355,660.15	Administrative & General Account	\$ 1,307,893.35
CalTrust Pooled Investment Fund - Medium Term	\$ 10,481,310.50	\$ 10,471,248.80		\$ 23,854,378.35
U. S. Treasury Bills			LIQUIDITY FUNDS	
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Rate Stabilization Account	\$ 853,895.90
			Operating Reserve Account	\$ 4,359,644.50
			Emergency Account	\$ 1,242,532.53
			Water Banking Account	\$ 125,000.00
				\$ 6,581,072.93
Total	\$ 62,151,785.09	\$ 62,239,539.92	OTHER RESERVES	
Funds Under Control of Fiscal Agents:			Self-Insurance Reserve	\$ 5,000,000.00
US BANK				\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 285.13	\$ 285.60	OPERATING CASH	
2016A Bond - Interest Fund	\$ 229.67	\$ 230.04	Balance Available for Daily Operations	\$ 8,553,993.30
Total	\$ 514.80	\$ 515.64		\$ 8,553,993.30
Grand Total	\$ 62,152,299.89	\$ 62,240,055.56	Grand Total	\$ 62,240,055.56
			UNRESTRICTED RESERVES	\$ 43,989,444.58

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

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



Chief Financial Officer

West Valley Water District Investment Memo – July 2019

Note:

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

Total Fund Balance

When comparing the District's total fund balances month-over-month between June (\$62,152,299.89) and July (\$62,240,055.56), CLA found the \$87,756 increased fund balance was largely due to increases in the District's LAIF, U.S. Bank and California Trust investment accounts.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending July 31, 2019, CLA was able to verify that all of the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted an independent investigation of the District's cash and money-market securities and found that all of the District's holdings were in alignment with the requirements set forth in the investment policy.

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

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(l) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of July 31, 2019 is 0.16%. Therefore, the District is in compliance with both the investment policy and California governmental code.

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

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations. The State of

West Valley Water District Investment Memo – July 2019

California's guidelines do, however, establish that maximum investment maturities for United States Treasury Obligations are limited to five years. As of July 31, 2019, 4.4% of the District's total portfolio is invested in United States treasury issues. With no maximum percentage established for United States Treasury issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

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

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

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

Medium-term notes constitute roughly 5.2% of the District's total investment balance as of July 31, 2019. Therefore, the District is in compliance with both the investment policy and the State of California's standards.

Federal Agency Obligations – Per Section 9.5 of the District's investment policy, "there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of portfolio." Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all of the District's current federal agency holdings are rated AAA by multiple NRSRO's as of July 31, 2019.

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

The maximum percentage of the District's investments in federal agency obligations is 30% of the portfolio. Federal agency obligations represent 9.7% of the District's total investment balance as of July 31, 2019. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

West Valley Water District Investment Memo – July 2019

Local Agency Investment Fund (LAIF)

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

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

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

As of the period ending July 31, 2019, the District's Local Agency Investment Fund balance represents 26.2% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report for the month ending July 31, 2019, LAIF investments had a net-yield of 2.379% for the month-ending July 31, 2019. In terms of portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 50.39%
- Agencies- 18.39%
- Certificates of Deposit/Bank Notes- 18.06%
- Commercial Paper- 6.64%
- Time Deposits- 5.14%
- Loans- 0.82%

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

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

West Valley Water District Investment Memo – July 2019

The Investment Trust of California (CalTRUST)

The District maintains investments in the CalTRUST Short-Term and CalTRUST Medium-Term Funds. For the month ending July 31, 2019 the Net Asset Value per share was \$10.03 (\$15,355,660.15 book value) for CalTRUST Short-Term Fund investments and \$10.05 (\$10,471,248.80 book value) for CalTRUST Medium-Term Fund investments. Per the S&P Global Rating Pool Profile, the credit rating for the Short-Term Fund is AAf, identifying the credit quality of the fund's portfolio performance as very strong. Per the S&P Global Rating Pool Profile, the credit rating for the Medium-Term Fund is A+f, identifying the credit quality of the fund's portfolio performance as strong.

Per Section 9.3 of the District's investment policy, "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending July 31, 2019, the District's CalTRUST investment balance represents roughly 41.5% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of July 31, 2019, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, with the exception of the Chase General Governmental Checking and UTC Routine Checking accounts. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll and one accounts payable check run. In CLA's comparison between the District's general checking account balances for June 2019 (\$7,214,679.53) and July 2019 (\$7,189,089.50), CLA found the small increase in the July 2019 checking account balance was largely due to normal account activity throughout the course of the month. The UTC Routine Checking account does not normally exceed the FDIC limit on a monthly basis, however, the quarterly deposit from United Technologies Corporation for \$286,128.75 was recorded in this account near the end of May 2019. UTC deposits recorded to this account are normally transferred to the governmental checking account within five business days of the deposit with board approval. However, as of the end of July 2019, the District's board did not approve this transfer, therefore, this balance should fall below the FDIC limitations in August 2019 once the District's accounting team records the transfer to the governmental checking account.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are reconciled on a daily basis. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit on a daily basis. Cash deposits are reconciled daily by the District's accounting department. Petty cash is also reconciled by the accounting department on a monthly basis. The District has provided a formalized cash drawer reconciliation for June where they confirm the total amount of cash drawers issued to employees with no variance and the supervisor signs-off on the last working day of the month.

West Valley Water District Investment Memo – July 2019

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of July 31, 2019 the District had 12.1% of its portfolio invested in bank deposit accounts.

Supranationals

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

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

As of July 31, 2019, the District’s investments in two securities categorized as supranationals was roughly 0.8% of the total portfolio and both securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District’s supranational investments meet the standards of both the investment policy and the State of California.

West Valley Water District Reserve Memo – July 2019

Note:

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

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the July 31, 2019 ending balance of \$515.64 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled periodically, however, they have not been traditionally reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the July 2019 Treasurer's Report reconcile with the general ledger. The July 31, 2019 balance of \$3,507,270.53 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$11,647,148.13 presented on the July 2019 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

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

Rebate Accounts – Per the District's accounting staff, West Valley Water District currently maintains two rebate balances, the Rebate 2015 and Rebate 2018 accounts. These rebates represent one-time payments due to customers for consumption charges. As of September 30th, the Special Rebate account was used to house all funds for rebates due to customers. However, the September 2018 Special Rebate Checking account's balance of \$162,055.57 was transferred to the general government checking account which would then be used to pay for all outstanding rebate checks at the end of September 2018.

West Valley Water District Reserve Memo – July 2019

Although the July 2019 Special Rebate Checking balance is \$0, all outstanding rebates for 2015 and 2018 will be paid from the District's general government checking account. The balances highlighted on the July 2019 Treasurer's Report indicate outstanding payments due to customers for each rebate. West Valley's by-laws state that the District must maintain and properly account for any rebates due to customers for at least three years after the rebate's original date of issuance. After three years the District is then able to absorb those funds for general operating purposes. The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for rebate accounts.

Based on the reconciliation schedule provided by the District, CLA can confirm that the balances presented on the July 2019 Treasurer's Report for the Rebate 2015 (\$30,325.27) and Rebate 2018 (\$65,351.41) accounts reconcile with the documentation provided to CLA with no variance. The District will restrict funding for these rebate accounts until the aforementioned three-year deadline is reached.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 80% of the amount estimated to be needed the following fiscal year." The District currently maintains a balance of \$22,546,485 (\$12,525,825 for fiscal year 2019-20 and \$10,020,660 for fiscal year 2020-21) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of July 31, 2019 by reviewing the board-approved 2019-20 Capital Improvement Budget which indicates a total CIP for fiscal year 2019-20 of \$12,525,825. The District conservatively expects to expend the same amount, \$12,525,825, in capital improvement costs in 2020-21. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2020-21) which amounts to \$10,020,660, fulfilling the minimum target level requirements.

Administrative & General Account – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either component, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2019-20 board-approved budget, CLA can confirm the District has an operating expenses budget of \$26,157,867. As of July 31, 2019, the administrative and general account contains \$1,307,893.35, which satisfies the 5% minimum requirement of the District's reserve policy.

Liquidity Funds

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

West Valley Water District Reserve Memo – July 2019

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 60 days of the District’s budgeted total operating expenses in this account. Per the FY 2019-20 board-approved budget, CLA can validate that the District has an operating expenses budget of \$26,157,867. As of July 31, 2019, the operating reserve account maintains a balance of \$4,359,644.50, which satisfies the requirements of the District’s reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per July 31, 2019 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$124,253,253.18. As of July 31, 2019, the emergency account represents a balance of \$1,242,532.53 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

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

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

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance to ensure the totals agreed with the July 2019 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment and reserve balances as of July 31, 2019 total \$62,240,055.56. In its assessment of the District’s accounts, CLA can confirm the balances indicated on the Treasurer’s Report are accurate.

West Valley Water District
 Bond Analysis
 July 31, 2019

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 7/31/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137EAEH8	249,910.00	Aaa	Yes	4/10/2018	8/15/2019	1.3
Federal Home Loan Bks - 3130ACM92	249,642.50	Aaa	Yes	4/16/2018	10/21/2019	1.5
Federal Farm Credit Bks - 3133EJLU1	250,425.00	Aaa	Yes	4/20/2018	1/24/2020	1.7
Federal Home Loan Bks - 313378J77	249,687.50	Aaa	Yes	4/9/2018	3/13/2020	1.9
Federal Home Loan Bks - 313383HU8	249,415.00	Aaa	Yes	4/13/2018	6/12/2020	2.1
Federal Home Loan Bks - 3130AD4X7	249,760.00	Aaa	Yes	4/11/2018	1/31/2021	2.8
Federal Home Loan Bks - 3133EJCE7	251,362.50	Aaa	Yes	4/26/2018	2/12/2021	2.8
Federal Home Loan Bks - 3133EJJD2	252,242.50	Aaa	Yes	4/9/2018	4/5/2021	2.9
F N M A - 3135G0Q89	247,052.50	Aaa	Yes	4/18/2018	10/7/2021	3.4
Federal Home Loan Bks - 313376C94	253,917.50	Aaa	Yes	4/11/2018	12/10/2021	3.6
F N M A - 3135G0S38	250,445.00	Aaa	Yes	4/11/2018	1/5/2022	3.7
Federal Home Loan Bks - 313378WG2	253,497.50	Aaa	Yes	4/9/2018	3/11/2022	3.9
F N M A - 3135G0T45	249,820.00	Aaa	Yes	4/26/2018	4/5/2022	3.9
Federal Home Loan Bks - 3130ADRG9	257,150.00	Aaa	Yes	5/9/2018	3/10/2023	4.8
F H L M C - 3137EAEH5	257,605.00	Aaa	Yes	8/7/2018	6/19/2023	4.8
F N M A - 3135G0U43	243,831.30	Aaa	Yes	9/12/2018	9/12/2023	4.9
F N M A - 3135G0T94	253,965.00	Aaa	Yes	10/4/2018	1/19/2023	4.2
Federal Home Loan Bks - 313383YJ4	264,377.50	Aaa	Yes	11/29/2018	9/8/2023	4.7
Federal Home Loan Bks - 3130A0F70	254,486.40	Aaa	Yes	12/13/2018	12/8/2023	4.9
Federal Home Loan Bks - 3130A0XE5	265,212.50	Aaa	Yes	3/1/2019	3/8/2024	5.0
Federal Home Loan Bks - 3130AB3H7	194,261.70	Aaa	Yes	3/1/2019	3/8/2024	5.0
Federal Farm Credit Bks - 3133EKNX0	252,585.00	Aaa	Yes	6/25/2019	6/3/2024	4.9
Federal Home Loan Bks - 3130A1XJ2	261,075.00	Aaa	Yes	6/12/2019	6/14/2024	4.9
F N M A - 3135G0V75	248,105.00	Aaa	Yes	7/8/2019	7/2/2024	4.9
Total Federal Agency Obligations	6,009,831.90					

Money Market						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 7/31/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Government Oblig Fd - 31846V203	99,511.55	Aaa	Yes	Various	N/A	0.0
Total Money Market	99,511.55					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 7/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Bank M T N - 459058DY6	248,607.50	Aaa	Yes	5/11/2018	2/10/2022	3.7
Inter American Devel Bk - 4581XOCZ9	248,765.00	NR (AAA- Fitch)	Yes	5/10/2018	9/14/2022	4.3
Total Supranational	497,372.50					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 7/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Jp Morgan Chase Co - 46625HKA7	149,916.00	A2	Yes	4/17/2018	1/23/2020	1.7
HSBC USA Inc - 40428HPV8	175,682.50	A2	Yes	5/2/2018	8/7/2020	2.2
Ace Ina Holdings - 00440EAT4	150,054.00	A3	Yes	4/12/2018	11/3/2020	2.5
Bank of NY Mellon Corp - 06406FAA1	191,706.70	A1	Yes	4/9/2018	4/15/2021	3.0
General Dynamics Corp - 369550BE7	86,315.80	A2	Yes	5/8/2018	5/11/2021	3.0
State Street Corp - 857477AV5	149,253.00	A1	Yes	4/9/2018	5/19/2021	3.1
Paccar Financial Corp - 69371RN44	147,906.00	A1	Yes	4/10/2018	8/11/2021	3.3
American Honda Finance - 02665WBG5	149,000.76	A2	Yes	4/9/2018	9/9/2021	3.4
John Deere Capital Corp - 24422ETL3	151,498.50	A2	Yes	4/9/2018	1/6/2022	3.7
Praxair Inc - 74005PBA1	151,234.50	A2	Yes	4/13/2018	2/15/2022	3.8
US Bancorp - 91159HHC7	152,617.50	A1	Yes	4/12/2018	3/15/2022	3.9
Pnc Bank NA - 69353RFE3	250,997.50	A2	Yes	5/9/2018	7/28/2022	4.2
Oracle Corp - 68389XAP0	125,878.75	A1	Yes	6/27/2018	10/15/2022	4.2
Charles Schwab Corp - 808513AT2	151,893.00	A2	Yes	6/8/2018	1/25/2023	4.6
IBM Credit Corp - 44932HAH6	152,899.50	A1	Yes	5/9/2018	2/6/2023	4.7
Berkshire Hathaway Inc. - 084670BR8	152,889.00	Aa2	Yes	5/9/2018	3/15/2023	4.8
Walmart Inc - 931142EK5	156,817.50	Aa2	Yes	6/26/2018	6/26/2023	4.9
Apple Inc. - 037833AK6	151,248.00	A3	Yes	5/3/2019	5/3/2023	3.9
Boeing Co - 097023BQ7	147,145.50	A1	Yes	2/1/2019	6/15/2023	4.3
Visa Inc Callable Note Cont 92826CAC6	152,824.50	A1	Yes	12/13/2018	10/14/2022	3.8
Bank of America - 06051GHF9	129,116.25	A1	Yes	2/1/2019	6/15/2023	4.3
Total U.S. Corporate	3,226,894.76					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 7/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 9128283N8	249,745.00	Aaa	Yes	4/16/2018	12/31/2019	1.7
U.S. Treasury Note - 912828K58	248,612.50	Aaa	Yes	4/11/2018	4/30/2020	2.0
U.S. Treasury Note - 912828XE5	248,750.00	Aaa	Yes	4/13/2018	5/31/2020	2.1
U.S. Treasury Note - 912828VZ0	249,872.50	Aaa	Yes	4/11/2018	9/30/2020	2.4
U.S. Treasury Note - 912828N89	247,782.50	Aaa	Yes	4/10/2018	1/31/2021	2.8
U.S. Treasury Note - 912828V80	254,220.00	Aaa	Yes	4/12/2018	3/15/2021	2.9
U.S. Treasury Note - 912828S76	246,172.50	Aaa	Yes	5/9/2018	7/31/2021	3.2
U.S. Treasury Note - 912828G53	249,970.00	Aaa	Yes	5/9/2018	11/30/2021	3.5
U.S. Treasury Note - 912828XW5	249,327.50	Aaa	Yes	5/9/2018	6/30/2022	4.1
U.S. Treasury Note - 912828XL24	250,147.50	Aaa	No	5/9/2018	8/31/2022	4.3
U.S. Treasury Note - 912828M80	251,142.50	Aaa	Yes	5/9/2018	11/30/2022	4.5
Total U.S. Government	2,745,742.50					

July 2019 Bond Total per Treasurer's Report	12,579,353.21
Total Per July 2019 Chandler Statement	12,579,353.21
Variance	-

West Valley Water District
Investment Policy Analysis
July 31, 2019

U.S. Bank - Chandler Asset Management		
Money Market	99,511.55	A
Commercial Paper	-	A
Federal Agency Obligations	6,009,831.90	A
U.S. Government	2,745,742.50	A
Corporate Bonds	3,226,894.76	A
Supranational	497,372.50	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	12,579,353.21	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	7,189,089.50	B
Chase-1368	303,054.85	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
Total Checking and Savings	7,540,780.85	

CalTRUST Short Term Fund	15,355,660.15	A
CalTRUST Medium Term Fund	10,471,248.80	A
LAIF	16,288,196.91	A
District Cash Drawers	4,300.00	C
2016A Bond - Principal & Payment Funds	285.60	B
2016A Bond - Interest Fund	230.04	B
Total July 31, 2019 District Funds	62,240,055.56	

The balances indicated above are as of July 31, 2019

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

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

Based on our review of the asset classes as of 07/31/2019, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	6,009,831.90
U.S. Government	No Limit	2,745,742.50
LAIF	No Limit	16,288,196.91
CalTRUST	No Limit	25,826,908.95
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	3,226,894.76
Money Market	20%	99,511.55
Bank Deposits	No Limit	7,545,080.85
Supranational	30%	497,372.50
		62,239,539.92
Funds Excluded from Policy	2016A	515.64
Total July 31, 2019 District Funds		62,240,055.56

Asset Class	July 2019 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.0%	25%
Federal Agency Obligations	9.7%	30%
U.S. Government	4.4%	No Limit
LAIF	26.2%	No Limit
CalTRUST	41.5%	No Limit
Negotiable CD	0.0%	30%
Medium Term Notes (Corporate Bonds)	5.2%	30%
Money Market	0.16%	20%
Bank Deposits	12.1%	No Limit
Supranational	0.8%	30%



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE AUGUST 2019 CASH DISBURSEMENTS REPORT

BACKGROUND:

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

DISCUSSION:

Accounts payable for August 2019 include 223 checks issued from check numbers 76030 through 76252 and 119 electronic fund transfers (EFT) from 3911 through 4029 for a total of \$2,940,968.67. Payroll disbursements for August 2019 total \$1,090,903.50. Disbursements for August 2019 for both accounts payable and payroll total \$4,031,872.17.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,

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

Clarence Mansell Jr, General Manager

CM;sm

ATTACHMENT(S):

1. EFT Payroll Cash Disbursement Report
2. 2019 August Cash Disbursements Board Report

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

Report Month	Description	From	To	Gross Wages Paid
July 2019	Pay Period #14	06/14/19	06/28/19	294,891.84
July 2019	Monthly Pay Period #7	06/01/19	06/30/19	6,953.10
July 2019	Manual Check	06/28/19	07/12/19	1,093.93
July 2019	Manual Check	06/28/19	07/12/19	6,052.00
July 2019	Manual Check	06/28/19	07/12/19	5,832.62
July 2019	Pay Period #15	06/28/19	07/12/19	298,232.04
	Total for July 2019			613,055.53
August 2019	Pay Period #16	07/12/19	07/26/19	291,405.81
August 2019	Monthly Pay Period #8	07/01/19	07/31/19	6,953.10
August 2019	Supplemental Payroll	07/12/19	07/26/19	163.17
August 2019	Pay Period #17	07/26/19	08/09/19	303,037.85
August 2019	Pay Period #18	08/09/19	08/23/19	311,612.04
	Total for August 2019			913,171.97

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

Date	Item	Check No. or EFT	Amount
08/01/19	Pay Period #16	8588-8591	5,248.56
08/01/19	Monthly Pay Period #8	none	
08/02/19	Supplemental Payroll	none	
08/15/19	Pay Period #17	8592-8595	5,660.08
08/29/19	Pay Period #18	8596-8599	6,147.67
	Total Checks		<u>17,056.31</u>
08/01/19	Pay Period #16 Direct Deposits	EFT	193,805.65
08/01/19	Federal Tax Withheld Social Security & Medicare	EFT	72,180.08
08/01/19	State Tax Withheld and State Disability Insurance	EFT	13,864.92
08/01/19	Lincoln Deferred Compensation Withheld	EFT	13,815.34
08/01/19	Lincoln - Employer Match Benefit	EFT	3,525.00
08/01/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
08/01/19	Nationwide Deferred Compensation Withheld	EFT	1,884.20
08/01/19	Nationwide - Employer Match Benefit	EFT	450.00
08/01/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	26,205.06
08/01/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,451.69
08/01/19	California State Disbursement	EFT	1,791.41
08/01/19	Monthly Pay Period #8 Direct Deposits	EFT	6,078.48
08/01/19	Federal Tax Withheld Social Security & Medicare	EFT	1,358.07
08/01/19	State Tax Withheld	EFT	48.46
08/02/19	Supplemental Payroll Direct Deposit	EFT	149.05
08/02/19	Federal Tax Withheld Social Security & Medicare	EFT	24.98
08/02/19	State Tax Withheld and State Disability Insurance	EFT	1.63
08/15/19	Pay Period #17 Direct Deposits	EFT	202,690.67
08/15/19	Federal Tax Withheld Social Security & Medicare	EFT	75,362.64
08/15/19	State Tax Withheld and State Disability Insurance	EFT	14,384.83
08/15/19	Lincoln Deferred Compensation Withheld	EFT	13,972.79
08/15/19	Lincoln - Employer Match Benefit	EFT	3,500.00
08/15/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
08/15/19	Nationwide Deferred Compensation Withheld	EFT	1,934.20
08/15/19	Nationwide - Employer Match Benefit	EFT	475.00
08/15/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,224.11
08/15/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,814.86
08/15/19	California State Disbursement	EFT	1,791.41
08/29/19	Pay Period #18 Direct Deposits	EFT	210,392.61
08/29/19	Federal Tax Withheld Social Security & Medicare	EFT	77,641.34
08/29/19	State Tax Withheld and State Disability Insurance	EFT	15,401.51
08/29/19	Lincoln Deferred Compensation Withheld	EFT	13,633.87
08/29/19	Lincoln - Employer Match Benefit	EFT	3,450.00
08/29/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
08/29/19	Nationwide Deferred Compensation Withheld	EFT	1,934.20
08/29/19	Nationwide - Employer Match Benefit	EFT	475.00
08/29/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,132.08
08/29/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,382.14
08/29/19	California State Disbursement	EFT	1,517.41
08/29/19	California Employment Development Department	EFT	525.00
	Total EFT		<u>1,073,847.19</u>
	Grand Total Payroll Cash		<u>1,090,903.50</u>

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3911	ALL PRO ENTERPRISES INC.	JANIT SERVICES	3,156.01	
3912	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES	325.55	
3913	AUTOMATED GATE SERVICES INC	DIST REP/MAINT	250.00	
3913	AUTOMATED GATE SERVICES INC	WTP REP/MAINT	447.00	
3914	BRENNTAG PACIFIC INC	FBR CHEMICALS	15,380.35	
3914	BRENNTAG PACIFIC INC	WTP CHEMICALS	2,180.45	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-ENG DEPT	260.60	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-CROWTHER	51.71	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-SOCORRO	229.40	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-NASEEM	428.63	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-LOGAN	160.44	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-LOGAN	445.93	
3915	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-KRUEGER	341.37	
3916	FASTENAL COMPANY	CHLORINATION EQUIP	7.63	
3916	FASTENAL COMPANY	SAFETY SUPPLIES	120.29	
3916	FASTENAL COMPANY	SAFETY SUPPLIES	324.22	
3917	FISH WINDOW CLEANING	JANIT SVCS	175.00	
3918	GENERAL PUMP COMPANY INC	PROD REP/MAINT	420.00	
3919	HACH COMPANY	WTP REP/MAINT	2,946.99	
3920	HASA INC.	WELLS CHEMICALS	281.80	
3920	HASA INC.	WELLS CHEMICALS	240.94	
3920	HASA INC.	FBR CHEMICALS	3,037.48	
3920	HASA INC.	WTP CHEMICALS	3,037.48	
3920	HASA INC.	ARSENIC CHEMICALS	1,408.98	
3921	HILLTOP GEOTECHNICAL, INC.	ENG SERVICES		272.50
3921	HILLTOP GEOTECHNICAL, INC.	ENG SERVICES		1,567.25
3921	HILLTOP GEOTECHNICAL, INC.	ENG SERVICES		2,097.50
3922	MCMMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	183.91	
3922	MCMMASTER-CARR SUPPLY COMPANY	FBR MAINTENANCE	245.54	
3923	MICHAEL BAKER INTERNATIONAL, INC	ENG SERVICES		2,618.85
3923	MICHAEL BAKER INTERNATIONAL, INC	ENG SERVICES		330.00
3923	MICHAEL BAKER INTERNATIONAL, INC	ENG SERVICES		12,232.50
3924	MILLER SPATIAL SERVICES LLC	GIS SERVICES		1,000.00
3924	MILLER SPATIAL SERVICES LLC	GIS SERVICES		1,000.00
3924	MILLER SPATIAL SERVICES LLC	GIS SERVICES		500.00
3925	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROG	3,148.83	
3925	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROG	2,089.83	
3925	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING	52.74	
3926	PG MECHANICAL	VEHICLE MAINT	295.00	
3927	RIQUELME-BIRTS, CYNTHIA	MILEAGE REIMB	37.12	
3928	SHARP EXTERMINATOR COMPANY	DIST MAINT	185.00	
3929	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	308.56	
3929	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	19.93	
3930	THE FIELLO GROUP / FAST SIGNS	DIST REP/MAINT	147.27	
3931	ULINE	OFFICE SUPPLIES	303.39	
3931	ULINE	SHOP SUPPLIES	386.11	
3932	UNDERGROUND SERVICE ALERT	USA FEES	279.33	
3932	UNDERGROUND SERVICE ALERT	USA FEES	404.35	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3933	YOUNG, CLIFFORD	AUG-CALPERS LTC	527.91	
3934	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	2,475.00	
3934	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	11,458.30	
3934	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	590.00	
3934	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	2,497.50	
3935	CHANDLER ASSET MANAGEMENT	CONSULTANTS	1,053.93	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	42.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	1,775.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	47.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	47.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	12.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	1,047.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	706.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	93.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	720.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	1,760.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	44.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	39.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	39.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	39.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	91.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	91.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	141.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	141.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	20.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	52.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	104.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	99.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	81.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	141.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	52.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	337.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	52.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	249.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	249.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	530.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	497.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	262.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	54.25	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	26.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	25.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3936	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	31.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	6.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	36.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	36.75	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
3936	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
3937	FASTENAL COMPANY	TOOLS	129.04	
3937	FASTENAL COMPANY	TOOLS	68.04	
3938	FUEL SERV	FUEL PUMP MAINT	650.00	
3939	GENERAL PUMP COMPANY INC	PROD REP/MAINT	19,867.22	
3939	GENERAL PUMP COMPANY INC	BLF REP/MAINT	24,207.69	
3940	GEOSCIENCE SUPPORT SVCS INC	FBR LAB FEES	1,191.00	
3941	HASA INC.	WELL 24 CHEMICALS	140.90	
3941	HASA INC.	PECH CHEMICALS	239.53	
3941	HASA INC.	BLF CHEMICALS	2,254.37	
3942	HILLTOP GEOTECHNICAL, INC.	ENGINEERING SERVICES		6,900.00
3943	KIRTLEY CONSTRUCTION INC	CONTRACTOR LABOR		9,800.00
3944	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	117.84	
3944	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	208.38	
3944	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	484.35	
3945	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		126,865.00
3945	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		144,936.75
3946	PSA PRINT GROUP	METERS SHOP SUPP	386.38	
3947	QUATRED LLC	CONTRACTS/LICENSING	2,339.95	
3948	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	43.55	
3948	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
3948	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	150.00	
3948	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	150.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	2,250.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	1,875.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	1,875.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	7,500.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	7,000.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	2,625.00	
3949	ROBERT WILLIAM MATHIS	CONSULTANT	5,625.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3950	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	3.99	
3950	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	49.41	
3951	THE FIELLO GROUP / FAST SIGNS	DIST MAINT-SIGNS	350.69	
3952	TOTALPLAN OF THE INLAND EMPIRE INC	OFFICE FURNITURE	2,417.91	
3952	TOTALPLAN OF THE INLAND EMPIRE INC	OFFICE FURNITURE	3,334.86	
3953	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	561.38	
3953	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	565.08	
3954	ALL PRO ENTERPRISES INC.	JANITORIAL SVCS	621.03	
3954	ALL PRO ENTERPRISES INC.	JANIT SERVICES	3,156.01	
3955	CED CREDIT OFFICE	PROD REP/MAINT	31.74	
3955	CED CREDIT OFFICE	PROD REP/MAINT	134.47	
3956	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-GUNN	141.07	
3957	ERS INDUSTRIAL SERVICES INC.	PHOTO/MICROGRAPHIC EQUIP	12,920.00	
3958	FASTENAL COMPANY	PROD REP/MAINT	429.91	
3958	FASTENAL COMPANY	SAFETY SUPPLIES	207.22	
3958	FASTENAL COMPANY	SHOP SUPPLIES	190.24	
3958	FASTENAL COMPANY	SHOP SUPPLIES	58.55	
3959	GARDEN INTERIORS	PLANTS MAINT	424.00	
3960	GENERAL PUMP COMPANY INC	FBR CONTRACTOR LABOR	10,942.09	
3960	GENERAL PUMP COMPANY INC	FBR REP/MAINT	1,375.00	
3960	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR		16,327.23
3960	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR		62,043.46
3961	GRAYBAR ELECTRIC COMPANY INC	PROD REP/MAINT	293.41	
3962	GRUBERT, BRIAN G	TRI-STATE EXP REIMB	459.59	
3963	HACH COMPANY	FBR CHEMICALS	18,273.42	
3963	HACH COMPANY	CHLORINATION EQUIP	4,381.09	
3963	HACH COMPANY	CHLORINATION EQUIP	5,107.56	
3964	HARPER, HEIDI	TRI-STATE EXP REIMB	92.05	
3965	HASA INC.	WELLS CHEMICALS	140.90	
3965	HASA INC.	WELLS CHEMICALS	211.35	
3965	HASA INC.	WELLS CHEMICALS	112.72	
3965	HASA INC.	WELLS CHEMICALS	295.89	
3965	HASA INC.	WELLS CHEMICALS	183.17	
3965	HASA INC.	WELLS CHEMICALS	253.62	
3965	HASA INC.	WELLS CHEMICALS	327.54	
3965	HASA INC.	WELLS CHEMICALS	394.51	
3965	HASA INC.	WELLS CHEMICALS	154.99	
3965	HASA INC.	WELLS CHEMICALS	253.62	
3965	HASA INC.	WELLS CHEMICALS	145.12	
3965	HASA INC.	PECH CHEMICALS	253.62	
3965	HASA INC.	PECH CHEMICALS	140.90	
3965	HASA INC.	PECH CHEMICALS	225.44	
3965	HASA INC.	WTP CHEMICALS	3,037.48	
3965	HASA INC.	WTP CHEMICALS	3,037.48	
3965	HASA INC.	WTP CHEMICALS	3,037.48	
3965	HASA INC.	BLF CHEMICALS	704.49	
3965	HASA INC.	BLF CHEMICALS	1,408.98	
3965	HASA INC.	BLF CHEMICALS	986.29	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3966	INLAND EMPIRE UTILITIES AGENCY	WATER	2,989.80	
3967	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	47.11	
3967	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	476.45	
3967	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	456.36	
3967	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	466.45	
3967	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	415.87	
3967	MCMASTER-CARR SUPPLY COMPANY	FXB REP/MAINT	458.35	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	4,202.25	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	2,941.58	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	2,856.17	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	5,462.93	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	2,668.43	
3968	MINUTEMAN PRESS OF RANCHO CUCAMONGA	OUTREACH PROGRAM	9,860.20	
3969	PG MECHANICAL	VEHICLE MAINT	522.00	
3969	PG MECHANICAL	VEHICLE MAINT	602.50	
3970	POUND, ROGER A	MEDICARE PART B	406.50	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	49.14	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	61.04	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	68.88	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
3971	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
3972	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
3972	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
3972	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
3973	SAMBA HOLDINGS INC	HR SERVICES	93.75	
3974	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	240.74	
3975	STERLING WATER TECHNOLOGIES LLC	WTP CHEMICALS	14,724.60	
3976	THERMO ELECTRON NORTH AMERICA LLC	FBR SUPPLIES	1,452.19	
3976	THERMO ELECTRON NORTH AMERICA LLC	FBR REP/MAINT	4,627.69	
3977	UNIFIRST CORPORATION	JANITORIAL SVCS	209.47	
3977	UNIFIRST CORPORATION	JANITORIAL SVCS	196.10	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	JANIT SERVICES	218.78	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.07	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.07	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.91	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	3.91	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	6.04	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.94	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.28	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.01	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.01	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.37	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.37	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.37	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.37	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.37	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.07	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	140.14	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.07	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.07	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	19.62	
3977	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.07	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.80	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.80	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.80	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	88.25	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.48	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.48	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.48	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	86.84	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.89	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.89	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.89	
3977	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	88.34	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	52.40	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.74	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.74	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	117.34	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.90	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	3.86	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-METERS	4.79	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	3.96	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-WTP	4.49	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.10	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-FBR	4.95	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	3.85	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.87	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.87	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.87	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.87	
3977	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.87	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3982	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	69.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	563.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	13.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	15.75	
3982	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	15.75	
3982	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	13.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	1,604.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	1,534.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	15.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	25.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	15.00	
3982	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
3982	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	31.50	
3983	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL	106.63	
3984	ENVIROGEN TECHNOLOGIES INC	LABORATORY EQUIPMENT		6,150.00
3985	FASTENAL COMPANY	SHOP SUPPLIES	164.66	
3986	HACH COMPANY	FBR REP/MAINT	405.50	
3986	HACH COMPANY	WTP REP/MAINT	36.29	
3986	HACH COMPANY	WTP REP/MAINT	3,097.47	
3987	HARRINGTON INDUSTRIAL PLASTICS	ARSENIC REP/MAINT	384.22	
3988	HILLTOP GEOTECHNICAL, INC.	ENGINEERING SERVICES		6,209.00
3989	INFOSEND INC	JUNE-CCR INSERTS	615.62	
3989	INFOSEND INC	JUNE-PNM INSERTS	177.46	
3989	INFOSEND INC	JUNE-PNM ENVELOPES	1,140.00	
3989	INFOSEND INC	MAY-PNM	3,091.32	
3989	INFOSEND INC	JUNE-PRINTING	3,932.20	
3989	INFOSEND INC	MAY-PRINTING	3,366.34	
3989	INFOSEND INC	JUNE-POSTAGE	9,305.63	
3989	INFOSEND INC	MAY-POSTAGE	9,132.85	
3989	INFOSEND INC	JUNE-EBILLING	1,763.31	
3989	INFOSEND INC	MAY-EBILLING	1,750.92	
3990	KRUEGER, WILLIAM E	EXP REIMB-TRI STATE	334.38	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
3991	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	182.25	
3991	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	329.41	
3991	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	487.42	
3991	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	463.36	
3991	MCMASTER-CARR SUPPLY COMPANY	FBR REP/MAINT	277.22	
3991	MCMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	329.09	
3992	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		164,179.00
3993	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		555.00
3993	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		9,072.77
3993	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		8,268.34
3993	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		3,526.66
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	VARIOUS FRAMES	1,591.14	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	WATER CONSERVATION FLYERS	2,259.43	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	BACKDROP BANNER	323.14	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	LOGO PODIUM SIGN	60.88	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EARTHDAY POSTERS	324.65	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EARTHDAY POSTERS-SPANISH	218.28	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	LIABILITY WAIVER FORMS	439.74	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	WELCOME EARTH DAY BANNER	470.65	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EARTH DAY FOOD VOUCHERS	96.44	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EARTH DAY ICE CR VOUCHERS	96.44	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	EARTH DAY SURVEY PADS	642.60	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	DEPARTMENT DISPLAY STANDS	4,690.81	
3994	MINUTEMAN PRESS OF RANCHO CUCAMONGA	READ BILL BROCHURES	1,323.25	
3995	OFFICE SOLUTIONS	OFFICE SUPPLIES	499.74	
3996	PG MECHANICAL	BACKHOE REPAIR	332.50	
3997	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	57.28	
3997	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
3998	SB VALLEY MUNICIPAL	BLF RESERVE FUND	2,200.00	
3998	SB VALLEY MUNICIPAL	JUNE FIXED MONTHLY	26,794.07	
3998	SB VALLEY MUNICIPAL	JUNE BASELINE FEEDER	37,779.38	
3998	SB VALLEY MUNICIPAL	PY TRUE UP COSTS	(28.55)	
3999	SIMPSON SANDBLASTING & SPECIAL	PROD REP/MAINT	1,800.00	
4000	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	3.99	
4000	SO CAL LOCKSMITH / MARY K DUNSMORE	DIST REP/MAINT	213.25	
4001	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	53.88	
4002	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	18,604.59	
4002	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	3,657.68	
4002	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	16,594.50	
4003	CAROLLO ENGINEERS INC	ENGINEERING SVCS	10,295.83	
4003	CAROLLO ENGINEERS INC	ENGINEERING SVCS	12,742.00	
4003	CAROLLO ENGINEERS INC	ENGINEERING SVCS	1,962.17	
4003	CAROLLO ENGINEERS INC	ENGINEERING SVCS	18,800.00	
4003	CAROLLO ENGINEERS INC	ENGINEERING SVCS	4,700.00	
4004	ELITE ROAD SERVICE & TIRE INC	VEHICLE MAINT	570.80	
4004	ELITE ROAD SERVICE & TIRE INC	EQUIP REP/MAINT	123.47	
4005	EMERGENCY MANAGEMENT & PUBLIC	CONSULTANTS	7,500.00	
4006	FASTENAL COMPANY	CHLORINATION EQUIP	50.81	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
4006	FASTENAL COMPANY	SAFETY SUPPLIES	21.58	
4006	FASTENAL COMPANY	SAFETY SUPPLIES	197.82	
4006	FASTENAL COMPANY	SHOP SUPPLIES	134.03	
4006	FASTENAL COMPANY	WTP SUPPLIES	92.46	
4007	FISH WINDOW CLEANING	JANIT SERVICES	45.00	
4008	GENERAL PUMP COMPANY INC	BLF REP/MAINT	1,715.00	
4008	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR		63,676.18
4008	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR		3,982.25
4008	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR		17,243.13
4009	GUNN, DIANA N	BOARD RETREAT-MILEAGE	97.44	
4010	HACH COMPANY	FBR SUPPLIES	97.17	
4010	HACH COMPANY	WTP REP/MAINT	5,165.92	
4010	HACH COMPANY	WTP REP/MAINT	3,611.44	
4010	HACH COMPANY	WTP REP/MAINT	180.35	
4011	HASA INC.	WELL#33 CHEMICALS	498.31	
4011	HASA INC.	WELL#54 CHEMICALS	493.14	
4011	HASA INC.	WELL#8 CHEMICALS	218.39	
4011	HASA INC.	WELL#4 CHEMICALS	119.76	
4011	HASA INC.	PECH CHEMICALS	154.99	
4011	HASA INC.	PECH CHEMICALS	352.25	
4011	HASA INC.	WTP CHEMICALS	3,037.48	
4011	HASA INC.	WTP CHEMICALS	3,037.48	
4011	HASA INC.	BLF CHEMICALS	1,617.51	
4012	INLAND EMPIRE RESOURCE CONS DIST	OUTREACH PROGRAM	5,180.00	
4012	INLAND EMPIRE RESOURCE CONS DIST	OUTREACH PROGRAM	840.00	
4013	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	120.65	
4013	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	329.09	
4013	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	221.06	
4013	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	121.63	
4013	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	198.86	
4013	MCMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	1,303.00	
4013	MCMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	387.74	
4014	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		6,500.00
4015	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAILERS POSTAGE	4,181.89	
4015	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-BANNERS	2,302.27	
4015	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-UMBRELLAS	1,372.06	
4016	OFFICE SOLUTIONS	OFFICE SUPPLIES	432.38	
4017	OLDS, LOGAN	SUPPLIES FOR CELL PHONE	76.10	
4017	OLDS, LOGAN	CWEA CERTIFICATIONS	193.00	
4018	RAINTEK ENTERPRISES INC	MAXIMO CONSULTING		31,350.00
4019	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	195.96	
4019	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	225.00	
4019	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	150.00	
4019	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	84.56	
4020	ROB KATHERMAN CONSULTING	ENG CONSULTING SVCS	4,046.00	
4021	SALCEDO, JUAN CARLOS	SAFETY BOOTS	200.00	
4022	SO CAL LOCKSMITH / MARY K DUNSMORE	METERS-SHOP SUPPLIES	59.24	
4023	TAFOYA LAW GROUP APC	LEGAL FEES	28,671.60	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
4023	TAFOYA LAW GROUP APC	LEGAL FEES	26,869.40	
4024	TAYLOR, MICHAEL R	AIRFARE REIMB	1,280.00	
4025	THE FIELLO GROUP / FAST SIGNS	DIST REP/MAINT	44.28	
4026	THERMO ELECTRON NORTH AMERICA LLC	FBR SUPPLIES	3,085.13	
4027	TRI COUNTY PUMP CO	CONTRACTOR LABOR		91,261.86
4028	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	616.98	
4029	YOUNG, CLIFFORD	SEPT CALPERS LTC	527.91	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	404.65	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7,864.67	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	86.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	11.75	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	855.55	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	14,782.18	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	172.10	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	23.50	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	260.55	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	4,727.33	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	330.54	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	6,124.31	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	68.84	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	9.40	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	384.30	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	5,620.11	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	532.81	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	10,606.71	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	137.68	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	18.80	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	233.66	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	5,015.80	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	746.12	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	13,602.75	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	154.89	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	21.15	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	225.75	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	3,614.93	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	68.84	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	9.40	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	241.19	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	4,218.31	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	268.81	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	4,614.81	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	68.84	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	9.40	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	640.50	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	8,855.17	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	86.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	11.75	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	595.94	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	10,423.81	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	137.68	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	18.80	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	384.30	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	5,364.27	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	373.43	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	6,808.49	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	86.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	260.55	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	4,727.33	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	51.63	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	7.05	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	256.20	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	3,490.90	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	34.42	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	4.70	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	1,532.28	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	23,735.61	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	464.67	
76031	ACWA /JPIA	AUG-MED/DEN/VIS/EAP	(1,873.37)	
76032	BOYS & GIRLS CLUB OF FONTANA	SPONSORSHIPS	750.00	
76033	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	661.91	
76033	BURRTEC WASTE INDUSTRIES INC	WTP DISPOSAL FEES	242.91	
76034	CA-NV AWWA	TRAINING-BIRTS	195.00	
76035	CASC ENGINEERING AND CONSULTING	ENG SERVICES		822.50
76035	CASC ENGINEERING AND CONSULTING	ENG SERVICES		232.10
76036	CEMEX INC	SHOP SUPPLIES	121.53	
76037	CINTAS CORPORATION	JANIT SERVICES	227.38	
76037	CINTAS CORPORATION	JANIT SERVICES	146.88	
76038	COLONIAL SUPPLEMENTAL INSURANCE	EMP INS PREMIUMS	2,819.17	
76039	CONTROL TEMP INC	DIST REP/MAINT	99.00	
76040	CORE & MAIN LP	CHLORINATION EQUIP	224.85	
76041	D & H WATER SYSTEMS, INC.	PROD REP/MAINT	440.46	
76042	DAILY JOURNAL CORPORATION	ADVERTISING	154.00	
76043	ENTERPRISE FLEET MANAGEMENT INC	MAINT VEHICLES	1,294.22	
76043	ENTERPRISE FLEET MANAGEMENT INC	LEASE VEHICLES	5,171.00	
76044	ESCALERA, CRYSTAL	EAL REIMBURSEMENT	2,333.52	
76045	GRAINGER INC	PROD REP/MAINT	71.91	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76045	GRAINGER INC	PROD REP/MAINT	364.55	
76045	GRAINGER INC	PROD REP/MAINT	107.72	
76046	JOHNSON, CEDRIC D	D2 CERTIFICATION	80.00	
76047	LIEBERT CASSIDY WHITMORE	DUES/SUBS	4,775.00	
76048	MURPHY, RONALD	MEDICARE PART B	406.50	
76049	NETWORK	VEHICLE MAINT	2,884.08	
76050	QUINN COMPANY	PROD REP/MAINT	598.12	
76051	RATTLE TECH LLC	CONSULTANTS	500.00	
76051	RATTLE TECH LLC	CONSULTANTS	500.00	
76051	RATTLE TECH LLC	CONSULTANTS	500.00	
76052	RIALTO WATER SERVICES	WTP WATER	73.99	
76053	RUHNAU CLARKE ARCHITECTS	ENG SERVICES		3,672.00
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-ZONE 2-3	420.00	
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-WELL#18A	420.00	
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-WELL#24	420.00	
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-WELL#41	420.00	
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-WELL#2	420.00	
76054	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEE-BLF	420.00	
76055	SB COUNTY FLOOD CONTROL DISTRICT	FBR PERMIT FEE	1,236.00	
76056	SEQUOIA CONCEPTS INC	COLLECTION FEES	1,407.37	
76057	SO CALIFORNIA EDISON	BLF ELECTRICITY	30.41	
76057	SO CALIFORNIA EDISON	BLF ELECTRICITY	77.96	
76058	STATE WATER RESOURCES CONTROL BOARD	T5 CERTIFICATION-CHAN	105.00	
76059	TEMECULA CREEK INN	BOARD RETREAT	10,639.72	
76060	THE PUN GROUP	SPECIAL-AUDIT SERVICES	20,000.00	
76060	THE PUN GROUP	SPECIAL-AUDIT SERVICES	15,000.00	
76061	TOM DODSON & ASSOCIATES	PERMITS/FEES	450.00	
76061	TOM DODSON & ASSOCIATES	CONSULTANTS		450.00
76062	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE		375.00
76063	USA BLUEBOOK	PROD REP/MAINT	124.44	
76063	USA BLUEBOOK	METERS-SHOP SUPPLIES	505.64	
76063	USA BLUEBOOK	WTP REP/MAINT	143.56	
76064	STATE WATER RESOURCES CONTROL BOARD	T2 CERT CEDRIC JOHNSON	60.00	
76065	AEROTEK INC	OUTSIDE LABOR	3,680.48	
76065	AEROTEK INC	OUTSIDE LABOR	2,832.94	
76065	AEROTEK INC	OUTSIDE LABOR	4,531.91	
76065	AEROTEK INC	OUTSIDE LABOR	2,780.80	
76065	AEROTEK INC	OUTSIDE LABOR	4,273.57	
76066	AIRGAS WEST INC	METERS-SHOP SUPP	65.47	
76066	AIRGAS WEST INC	FBR REP/MAINT	120.70	
76067	AT&T	WTP FIRE SVC	98.01	
76067	AT&T	WTP FAX	48.03	
76067	AT&T	WTP MAIN LINE	109.49	
76067	AT&T	CIRCUIT LINES	857.33	
76067	AT&T	CIRCUIT LINES	881.82	
76067	AT&T	OFFICE LINES	853.57	
76067	AT&T	TELEMETRY LINE	67.07	
76067	AT&T	SO SYS OPER BLDG	141.34	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76067	AT&T	OFFICE MAIN LINE	2,721.06	
76068	AT&T LONG DISTANCE	OFFICE LONG DISTANCE	71.92	
76068	AT&T LONG DISTANCE	WTP LONG DISTANCE	51.05	
76069	BARTEL ASSOCIATES, LLC	CONSULTANTS	7,500.00	
76070	BHI PLUMBING, HEATING AND AIR CONDI	DIST REP/MAINT	590.00	
76071	CINTAS CORPORATION	JANIT SERVICES	293.03	
76072	CLIFTON LARSON ALLEN	CONSULTANTS	2,500.00	
76073	COMMERCIAL TRANSPORTATION SERVICES	TRAINING-JESSE/JAROLD	7,133.40	
76074	FAST SERVICE	JUL CUST SERVICES	338.00	
76075	HOME DEPOT	PROD REP/MAINT	1,314.98	
76076	HYDRO INDUSTRIAL ELECTRIC CO.	CONTRACTOR LABOR		12,275.00
76077	JOHNSON'S HARDWARE INC	PROD REP/MAINT	9.17	
76077	JOHNSON'S HARDWARE INC	PROD REP/MAINT	17.13	
76077	JOHNSON'S HARDWARE INC	PROD REP/MAINT	45.41	
76077	JOHNSON'S HARDWARE INC	WTR TRMNT REP/MAINT	38.68	
76077	JOHNSON'S HARDWARE INC	CHLORINATION EQUIP	104.64	
76077	JOHNSON'S HARDWARE INC	VANDALISM REP/MAINT	56.01	
76077	JOHNSON'S HARDWARE INC	VANDALISM REPAIRS	77.50	
76077	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	51.46	
76077	JOHNSON'S HARDWARE INC	FBR REP/MAINT	144.31	
76077	JOHNSON'S HARDWARE INC	FBR REP/MAINT	46.30	
76077	JOHNSON'S HARDWARE INC	FBR REP/MAINT	13.46	
76077	JOHNSON'S HARDWARE INC	FBR REP/MAINT	103.08	
76077	JOHNSON'S HARDWARE INC	WTP REP/MAINT	75.32	
76077	JOHNSON'S HARDWARE INC	WTP REP/MAINT	138.92	
76077	JOHNSON'S HARDWARE INC	WTP REP/MAINT	43.08	
76077	JOHNSON'S HARDWARE INC	WTP REP/MAINT	30.75	
76077	JOHNSON'S HARDWARE INC	WTP REP/MAINT	96.45	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG SUPP LIFE INS	1,576.50	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	170.89	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	135.00	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	291.29	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	231.90	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	64.82	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	54.90	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	128.92	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	104.55	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	152.93	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	109.80	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	191.24	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	168.12	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	108.76	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	82.35	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	183.55	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	161.49	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	131.45	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	110.49	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	89.84	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	79.20	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	236.48	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	161.10	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	155.66	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	129.48	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	298.74	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	218.40	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	122.13	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	82.35	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	15.26	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	17.88	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	117.07	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	82.35	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	92.16	
76078	MUTUAL OF OMAHA INSURANCE COMPANY	AUG DIS/LIFE INS	80.88	
76079	O'REILLY AUTO PARTS	VEHICLE MAINT	94.74	
76080	PACK N MAIL	JUL CUST SERVICES	204.00	
76081	Q AIR-CALIFORNIA	WTP REP/MAINT	3,778.01	
76081	Q AIR-CALIFORNIA	WTP REP/MAINT	903.00	
76082	RIALTO TROPHY & SIGNS.COM	MISC OFFICE SUPP	42.02	
76083	RIALTO WATER SERVICES	OFFICE WATER	49.49	
76083	RIALTO WATER SERVICES	OFFICE WATER	76.16	
76084	SO CALIFORNIA EDISON	DISTRICT	4,812.08	
76084	SO CALIFORNIA EDISON	WELLS	19,898.44	
76084	SO CALIFORNIA EDISON	DISTRICT	27,287.43	
76084	SO CALIFORNIA EDISON	PECHLORATE	19,038.74	
76084	SO CALIFORNIA EDISON	OFFICE	1,593.69	
76084	SO CALIFORNIA EDISON	OFFICE	3,652.60	
76084	SO CALIFORNIA EDISON	WELLS	23,085.74	
76084	SO CALIFORNIA EDISON	PECHLORATE	3,273.41	
76084	SO CALIFORNIA EDISON	FBR	8,025.25	
76084	SO CALIFORNIA EDISON	FBR	16,278.45	
76084	SO CALIFORNIA EDISON	FBR-WELLS 6&11	1,047.69	
76084	SO CALIFORNIA EDISON	WTP	99.26	
76084	SO CALIFORNIA EDISON	ARSENIC	17,418.61	
76084	SO CALIFORNIA EDISON	3A1 BOOSTER	4,282.23	
76085	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES	16.65	
76086	TIME WARNER CABLE	CABLE/INTERNET	110.88	
76087	YO FIRE	WAREHOUSE INVENTORY	21,775.24	
76087	YO FIRE	PROD REP/MAINT	40.95	
76087	YO FIRE	PROD REP/MAINT	276.54	
76087	YO FIRE	REP/MAINT DOM MAINS	202.90	
76087	YO FIRE	DOM MAINS REP/MAINT	59.80	
76087	YO FIRE	DOM MAINS REP/MAINT	139.17	
76087	YO FIRE	DOM MAINS REP/MAINT	24.78	
76087	YO FIRE	DOM MAINS REP/MAINT	279.50	
76087	YO FIRE	DOM MAINS REP/MAINT	178.00	
76088	B & G AUTO SALES INC	CUSTOMER REFUNDS	17.76	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76089	BAKHIT, HENRY	CUSTOMER REFUNDS	6.14	
76090	BAUTISTA, LUIS PALACIO	CUSTOMER REFUNDS	27.32	
76091	CARLON, SELENE V. INFANTE	CUSTOMER REFUNDS	34.77	
76092	COLLINS, VENICE	CUSTOMER REFUNDS	38.11	
76093	D.R. HORTON	CUSTOMER REFUNDS	2,225.48	
76094	DIAZ-CERDA, PATRICIA	CUSTOMER REFUNDS	41.12	
76095	ESPINOZA, BEATRIZ	CUSTOMER REFUNDS	72.23	
76096	ESPINOZA, TONYA	CUSTOMER REFUNDS	66.49	
76097	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	37.95	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	2.75	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	23.77	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	25.90	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	35.75	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	33.07	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	9.92	
76098	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	9.92	
76099	GARCIA, MARISOL	CUSTOMER REFUNDS	15.03	
76099	GARCIA, MARISOL	CUSTOMER REFUNDS	87.69	
76100	GENDROLIUS, STEVEN	CUSTOMER REFUNDS	45.65	
76101	GEORGE, OLUFEMI R.	CUSTOMER REFUNDS	24.38	
76102	HERNANDEZ, JENNIFER	CUSTOMER REFUNDS	0.46	
76103	JUAREZ, KARISSA	CUSTOMER REFUNDS	46.48	
76104	KWAN, WAN	CUSTOMER REFUNDS	2.37	
76105	LEDESMA, MARIA P	CUSTOMER REFUNDS	34.74	
76105	LEDESMA, MARIA P	CUSTOMER REFUNDS	34.99	
76106	LENNAR HOMES	CUSTOMER REFUNDS	33.86	
76106	LENNAR HOMES	CUSTOMER REFUNDS	33.84	
76107	MIRELES,ISAIAH &FIGUEROA, EFRA	CUSTOMER REFUNDS	39.61	
76108	NORTH FONTANA INVESTMENT	CUSTOMER REFUNDS	2,231.00	
76109	NUNEZ, MARIA S.	CUSTOMER REFUNDS	49.84	
76110	ROCHIN, JESUS	CUSTOMER REFUNDS	37.34	
76111	ROMAN REALTY SERVICE	CUSTOMER REFUNDS	114.62	
76112	RP FINANCIAL INC/ RICK PINEDA	CUSTOMER REFUNDS	40.75	
76113	SAHAGUN, JESSICA & SALVADOR	CUSTOMER REFUNDS	29.84	
76114	SUMMERS, BRANDON	CUSTOMER REFUNDS	30.26	
76115	THE MANAGEMENT GROUP	CUSTOMER REFUNDS	78.28	
76116	TRINITY REDEVELOPMENT	CUSTOMER REFUNDS	35.40	
76117	WHEELER, REX	CUSTOMER REFUNDS	18.26	
76118	YANG, BRYAN	CUSTOMER REFUNDS	61.13	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	404.65	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7,864.67	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	86.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	11.75	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	971.77	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	15,225.80	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	172.10	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	23.50	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	260.55	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	4,727.33	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	330.54	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	6,124.31	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	68.84	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	9.40	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	384.30	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	5,620.11	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	603.53	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	11,853.03	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	172.10	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	23.50	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	233.66	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	5,015.80	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	746.12	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	13,602.75	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	154.89	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	21.15	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	692.65	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	11,241.37	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	172.10	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	23.50	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	241.19	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	4,218.31	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	445.61	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7,891.13	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	154.89	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	21.15	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	640.50	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	8,855.17	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	86.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	11.75	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	595.94	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	10,423.81	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	137.68	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	18.80	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	384.30	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	5,364.27	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	373.43	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	6,808.49	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	86.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	260.55	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	4,727.33	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	51.63	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	385.50	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	7,681.84	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	86.05	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	11.75	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	1,532.28	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	22,436.34	
76120	ACWA /JPIA	SEP-MED/DEN/VIS/EAP	464.67	
76121	AMAZON	CAMERA SUPPLIES	253.35	
76121	AMAZON	INT AFF SUPPLIES	2,768.01	
76121	AMAZON	INT AFF SUPPLIES	2,173.43	
76121	AMAZON	CHEMICALS	57.50	
76121	AMAZON	CHEMICALS	22.61	
76121	AMAZON	OPERATING SUPPLIES	83.28	
76121	AMAZON	COMPUTER SUPPLIES	255.00	
76121	AMAZON	COMPUTER SUPPLIES	119.97	
76121	AMAZON	COMPUTER SUPPLIES	2,583.85	
76121	AMAZON	COMPUTER SUPPLIES	1,271.44	
76121	AMAZON	COMPUTER SUPPLIES	5,813.93	
76121	AMAZON	COMPUTER SUPPLIES	19.92	
76121	AMAZON	OFFICE SUPPLIES	182.04	
76121	AMAZON	OFFICE SUPPLIES	198.10	
76121	AMAZON	OFFICE SUPPLIES	14.99	
76121	AMAZON	OFFICE SUPPLIES	11.08	
76121	AMAZON	OFFICE SUPPLIES	67.55	
76121	AMAZON	OFFICE SUPPLIES	11.95	
76121	AMAZON	OFFICE SUPPLIES	283.24	
76121	AMAZON	OFFICE SUPPLIES	22.23	
76121	AMAZON	OFFICE SUPPLIES	37.70	
76121	AMAZON	OFFICE SUPPLIES	284.60	
76121	AMAZON	SHOP SUPPLIES	16.24	
76121	AMAZON	DIST REP/MAINT	29.75	
76121	AMAZON	DIST REP/MAINT	76.16	
76121	AMAZON	DIST REP/MAINT	169.58	
76121	AMAZON	DIST REP/MAINT	36.93	
76121	AMAZON	TRAINING-BLOUNT	35.00	
76121	AMAZON	TRAINING-BLOUNT	13.22	
76121	AMAZON	TRAINING-FAROOQI	188.49	
76121	AMAZON	WTP REP/MAINT	217.64	
76122	AQUA-METRIC SALES CO	INVENTORY	17,176.94	
76122	AQUA-METRIC SALES CO	MXU'S -RADIO'S FOR METERS		143,658.77
76123	BIA-BALDY VIEW CHAPTER	SPONSORSHIPS	599.00	
76124	CEMEX INC	SHOP SUPPLIES	243.24	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76125	CONVERGEONE, INC	PHONE SYSTEM	5,303.00	
76126	COUNTY OF SAN BERNARDINO	PERMIT FEES	317.00	
76126	COUNTY OF SAN BERNARDINO	PERMIT FEES	317.00	
76127	D & H WATER SYSTEMS, INC.	FBR CHEMICALS	497.59	
76128	DAVID N M TURCH	CONSULTANTS 3/9/19-4/8/19	12,500.00	
76128	DAVID N M TURCH	CONSULTANTS 4/9/19-5/8/19	12,500.00	
76128	DAVID N M TURCH	CONSULTANTS 5/9/19-6/8/19	12,500.00	
76129	EMPLOYEE RELATIONS	HR RECRUITMENT	72.85	
76130	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT	4,514.52	
76131	GOLDEN STAR TECHNOLOGY INC	COMPUTER SUPPLIES		4,126.81
76132	GRAINGER INC	PROD REP/MAINT	713.19	
76132	GRAINGER INC	PROD REP/MAINT	250.15	
76132	GRAINGER INC	PROD REP/MAINT	9.20	
76132	GRAINGER INC	PROD REP/MAINT	119.23	
76132	GRAINGER INC	PROD REP/MAINT	239.88	
76132	GRAINGER INC	PROD REP/MAINT	475.68	
76132	GRAINGER INC	PROD REP/MAINT	54.41	
76132	GRAINGER INC	PROD REP/MAINT	242.40	
76132	GRAINGER INC	PROD REP/MAINT	161.92	
76132	GRAINGER INC	PROD REP/MAINT	166.85	
76132	GRAINGER INC	PROD REP/MAINT	400.92	
76132	GRAINGER INC	FBR REP/MAINT	100.40	
76133	HARMSCO INC	FBR SUPPLIES	14,455.30	
76133	HARMSCO INC	FBR SUPPLIES	(14,455.30)	
76134	HUB CONSTRUCTION SPECIALTIES	T&D SUPPLIES	128.52	
76135	MISAC	MEMBERSHIP FEE	130.00	
76136	NED'S OIL SALES INC	PROD REP/MAINT	24.63	
76136	NED'S OIL SALES INC	METERS SHOP SUPPLIES	1.59	
76136	NED'S OIL SALES INC	METERS SHOP SUPPLIES	85.01	
76137	PACE, JOYCE E	MEDICARE PART B	406.50	
76138	PRO SPRAY EQUIPMENT/WCS DIST	CHLORINATION EQUIP	218.46	
76139	RAY, CLIFFORD	TRI-STATE EXP REIMB	126.65	
76140	RIALTO WATER SERVICES	WELL#16 WATER	4.50	
76140	RIALTO WATER SERVICES	WELL#16 WATER	25.92	
76141	SO CALIFORNIA EDISON	DISTRICT	11,355.22	
76141	SO CALIFORNIA EDISON	DISTRICT	43,708.42	
76141	SO CALIFORNIA EDISON	OFFICE	4,509.96	
76141	SO CALIFORNIA EDISON	WELLS	1,394.10	
76141	SO CALIFORNIA EDISON	WELLS	16,346.38	
76141	SO CALIFORNIA EDISON	PECHLORATE	20,232.45	
76141	SO CALIFORNIA EDISON	FBR	15,965.88	
76141	SO CALIFORNIA EDISON	WELL 11X ELECTRIC	15.03	
76141	SO CALIFORNIA EDISON	WELL 11X ELECTRIC	13.05	
76141	SO CALIFORNIA EDISON	FBR WELLS 6&11	1,080.35	
76141	SO CALIFORNIA EDISON	WTP	94.98	
76141	SO CALIFORNIA EDISON	WTP ELECTRIC	51,189.56	
76141	SO CALIFORNIA EDISON	ARSENIC	19,374.88	
76141	SO CALIFORNIA EDISON	3A1 BOOSTER	5,815.06	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76142	SOURCE GRAPHICS	I.T SUPPLIES	484.88	
76142	SOURCE GRAPHICS	I.T SUPPLIES	346.50	
76143	THE GAS COMPANY	WTP GAS	14.89	
76144	UNITED STATES POSTAL SERVICE	POSTAGE-#52900	500.00	
76145	UNITED TOWING SERVICE	VEHICLE REP/MAINT	250.00	
76146	USA BLUEBOOK	FBR REP/MAINT	1,123.43	
76146	USA BLUEBOOK	WTP CHEMICALS	497.13	
76147	YO FIRE	T&D REP/MAINT	533.37	
76147	YO FIRE	METERS/AMRS	668.04	
76148	AIRGAS WEST INC	METERS-SHOP SUPPLIES	44.67	
76148	AIRGAS WEST INC	FBR REP/MAINT	79.39	
76149	BOOT BARN INC	SAFETY BOOTS-M CERVANTES	114.74	
76149	BOOT BARN INC	SAFETY BOOTS-N LOUKEH	101.68	
76149	BOOT BARN INC	SAFETY BOOTS-C BIRTS	160.64	
76149	BOOT BARN INC	SAFETY BOOTS-R MACKAMUL	174.41	
76149	BOOT BARN INC	SAFETY BOOTS-J BARFIELD	200.00	
76149	BOOT BARN INC	SAFETY BOOTS-D ROGERS	146.87	
76149	BOOT BARN INC	SAFETY BOOTS-R MARTINEZ	142.28	
76150	CA-NV AWWA	T3/T4 TRAINING-MACKAMUL	285.00	
76151	CEMEX INC	SHOP SUPPLIES	353.99	
76152	CITY OF RIALTO	JULY UUTAX	54,457.74	
76152	CITY OF RIALTO	JULY UUTAX ADMIN FEE	(128.09)	
76153	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	58.00	
76153	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	289.99	
76154	CONVERGEONE, INC	PHONE SYSTEM	10,606.00	
76155	COUNTY OF SAN BERNARDINO	FBR PERMIT FEES	1,578.96	
76156	DAVID N M TURCH	CONSULTANTS	12,500.00	
76157	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	27.89	
76157	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	6.01	
76157	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	132.80	
76157	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	266.79	
76158	GRAINGER INC	PROD REP/MAINT	436.62	
76159	HOME DEPOT	TOOLS: MACHINERY & EQUIP.	2,174.40	
76160	INDUSTRIAL RUBBER & SUPPLY LLC	T&D DOM MAINS	398.20	
76161	INLAND DESERT SECURITY	ANS SERVICE	476.00	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	72.79	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	7.51	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	36.14	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	52.77	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	17.84	
76162	JOHNSON'S HARDWARE INC	PROD REP MAINT	15.45	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	32.62	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	27.98	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	38.49	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	24.09	
76162	JOHNSON'S HARDWARE INC	PROD REP/MAINT	113.90	
76162	JOHNSON'S HARDWARE INC	REP/MAINT TOOLS	41.99	
76162	JOHNSON'S HARDWARE INC	METER SHOP SUPPLIES	47.67	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76162	JOHNSON'S HARDWARE INC	METER SHOP SUPPLIES	128.83	
76162	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	6.14	
76162	JOHNSON'S HARDWARE INC	FBR REP/MAINT	14.08	
76162	JOHNSON'S HARDWARE INC	WTP REP/MAINT	10.92	
76163	LOUKEH, NADIA	EXECUTIVE BREAKFAST MTG	10.78	
76164	MARTIN, JOHN	T2 CERTIFICATION	60.00	
76165	MV CHENG & ASSOCIATES INC	CONSULTANTS	12,281.25	
76166	OLDCASTLE ENCLOSURE SOLUTIONS	T&D SUPPLIES	15,629.15	
76167	PROLOGIS	DEPOSIT REFUNDS	720.00	
76167	PROLOGIS	DEPOSIT REFUNDS	2,050.00	
76167	PROLOGIS	DEPOSIT REFUNDS	14,747.30	
76168	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	104.90	
76168	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	105.35	
76168	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	7.98	
76168	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	33.09	
76168	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	102.84	
76169	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76169	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76170	SO CALIFORNIA EDISON	S END SHOP ELECTRIC	86.01	
76171	THE GAS COMPANY	OFFICE	50.51	
76172	THE PUN GROUP	SPECIAL AUDIT SERVICES	10,000.00	
76173	VERIZON WIRELESS PHONES	PR DEPT EQUIP	1,882.60	
76173	VERIZON WIRELESS PHONES	EQUIPMENT	234.13	
76173	VERIZON WIRELESS PHONES	CELL PHONES	379.33	
76173	VERIZON WIRELESS PHONES	CELL PHONES	4,434.40	
76174	B & G AUTO SALES INC	CUSTOMER REFUNDS	45.85	
76175	BARKHORDARI,ARMOND	CUSTOMER REFUNDS	56.74	
76176	BECERRA, DIANA	CUSTOMER REFUNDS	25.07	
76177	BLACKMON HOMES INC TR#17957	CUSTOMER REFUNDS	59.12	
76178	CERDA, PATRICIA & ROBERTO	CUSTOMER REFUNDS	35.49	
76179	CHAVARRIA, ESTEBAN	CUSTOMER REFUNDS	43.18	
76180	CLARK & SONS	CUSTOMER REFUNDS	1,083.50	
76181	CLEAN STREET	CUSTOMER REFUNDS	1,485.08	
76182	COOL TRANSPORTS/ MERIT OIL CO	CUSTOMER REFUNDS	1,732.60	
76183	D & A INVESTMENTS	CUSTOMER REFUNDS	1.91	
76184	D.R. HORTON	CUSTOMER REFUNDS	81.45	
76185	DAVIS, KYLE	CUSTOMER REFUNDS	9.06	
76186	EQUATOR GROUP INC	CUSTOMER REFUNDS	47.20	
76187	ESQUIVEL, THOMAS	CUSTOMER REFUNDS	26.03	
76188	FRONTIER COMMUNITIES	CUSTOMER REFUNDS	38.10	
76189	GHONIM, AHMED	CUSTOMER REFUNDS	5.97	
76190	HAKES, KARLY	CUSTOMER REFUNDS	35.46	
76191	HOMES, ROBIN	CUSTOMER REFUNDS	117.01	
76192	JETER, SAUNDRA & IRBEN	CUSTOMER REFUNDS	85.94	
76193	JIMENEZ, ALMA	CUSTOMER REFUNDS	27.52	
76194	KARRER, GARY M.	CUSTOMER REFUNDS	129.08	
76195	KWAN, WAN	CUSTOMER REFUNDS	54.37	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	40.38	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	5.01	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	3.56	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	40.38	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	3.75	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	1.66	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	8.50	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	12.54	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	17.34	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	17.76	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	20.61	
76196	LENNAR COMMUNITIES	CUSTOMER REFUNDS	5.27	
76197	LENNAR HOMES	CUSTOMER REFUNDS	13.12	
76197	LENNAR HOMES	CUSTOMER REFUNDS	20.64	
76197	LENNAR HOMES	CUSTOMER REFUNDS	10.24	
76197	LENNAR HOMES	CUSTOMER REFUNDS	43.69	
76197	LENNAR HOMES	CUSTOMER REFUNDS	0.22	
76197	LENNAR HOMES	CUSTOMER REFUNDS	43.69	
76197	LENNAR HOMES	CUSTOMER REFUNDS	32.39	
76198	LOWERY, KAREN	CUSTOMER REFUNDS	14.64	
76199	MACIAS, MARTIN & LORENA	CUSTOMER REFUNDS	62.43	
76200	MARTINSON, RON	CUSTOMER REFUNDS	50.93	
76201	NEWLAND, DAVID	CUSTOMER REFUNDS	44.59	
76202	NORTH FONTANA INVESTMENT	CUSTOMER REFUNDS	75.93	
76203	OLIVERA, MARGARITA	CUSTOMER REFUNDS	49.09	
76204	OPENDOOR LABS INC.	CUSTOMER REFUNDS	35.03	
76205	OPENDOOR PROPERTY C LLC	CUSTOMER REFUNDS	27.25	
76206	PAVEMENT COATING	CUSTOMER REFUNDS	1,478.78	
76207	QUIROZ, MICHAEL	CUSTOMER REFUNDS	11.41	
76208	RECEDEZ, MARIA C.	CUSTOMER REFUNDS	13.86	
76209	RIVEROS, AMELIA	CUSTOMER REFUNDS	45.81	
76210	ROGER BANOS INC	CUSTOMER REFUNDS	55.71	
76211	SCOTT, JAMIE	CUSTOMER REFUNDS	48.52	
76212	TAKHAR, AVTAR S / SARBJIT	CUSTOMER REFUNDS	86.22	
76213	BANK OF AMERICA-1771	TRAV/MEALS-ADMIN	130.46	
76213	BANK OF AMERICA-1771	OFFICE SUPPLIES	34.23	
76213	BANK OF AMERICA-1771	TRAINING-MANSELL	225.00	
76213	BANK OF AMERICA-1771	TRAV/MEALS-MANSELL	2,123.52	
76213	BANK OF AMERICA-1771	TRAINING-BLOUNT	406.60	
76213	BANK OF AMERICA-1771	TRAV/MEALS-BLOUNT	12.96	
76214	BANK OF AMERICA-2136	BANK FEES	25.00	
76214	BANK OF AMERICA-2136	CONTRACTS/LICENSING	599.88	
76214	BANK OF AMERICA-2136	VEHICLES MAINT	280.00	
76214	BANK OF AMERICA-2136	VEHICLES MAINT	280.00	
76214	BANK OF AMERICA-2136	TRAINING-LOPEZ	150.00	
76214	BANK OF AMERICA-2136	TRAINING-JIMENEZ	150.00	
76215	BANK OF AMERICA-3810	MISC OFFICE	156.35	
76215	BANK OF AMERICA-3810	MISC OFFICE	105.56	
76215	BANK OF AMERICA-3810	SAFETY RECOGNITION	1,023.49	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76215	BANK OF AMERICA-3810	SAFETY RECOGNITION	2,871.48	
76215	BANK OF AMERICA-3810	SAFETY COMM	200.00	
76215	BANK OF AMERICA-3810	EMPLOYEE WELLNESS	879.99	
76215	BANK OF AMERICA-3810	EMPLOYEE WELLNESS	120.00	
76215	BANK OF AMERICA-3810	TRAINING-BECKER	449.00	
76215	BANK OF AMERICA-3810	TRAV/MEALS-BECKER	100.91	
76215	BANK OF AMERICA-3810	TRAINING-RAMIREZ	449.00	
76215	BANK OF AMERICA-3810	TRAV/MEALS-RAMIREZ	100.91	
76216	BANK OF AMERICA-8709	DUE TO WVWD	123.32	
76216	BANK OF AMERICA-8709	OUTREACH PROGRAM	636.00	
76216	BANK OF AMERICA-8709	OUTREACH PROGRAM	910.00	
76216	BANK OF AMERICA-8709	TRANSPORTATION SVCS	7,057.45	
76216	BANK OF AMERICA-8709	OUTREACH PROGRAM	914.78	
76216	BANK OF AMERICA-8709	OUTREACH PROGRAM	3,437.23	
76216	BANK OF AMERICA-8709	CONTRACTED SERVICES	2,654.90	
76216	BANK OF AMERICA-8709	OUTREACH PROGRAM	90.00	
76216	BANK OF AMERICA-8709	CONTRACTS/LICENSING	599.88	
76216	BANK OF AMERICA-8709	OFFICE SUPPLIES	453.68	
76216	BANK OF AMERICA-8709	OFFICE SUPPLIES	394.55	
76216	BANK OF AMERICA-8709	SHOP SUPPLIES	485.77	
76216	BANK OF AMERICA-8709	FURNITURE & EQUIPMENT	130.96	
76216	BANK OF AMERICA-8709	TRAV/CONV-JORJE	618.63	
76216	BANK OF AMERICA-8709	TRAINING NICHOLAS	495.00	
76216	BANK OF AMERICA-8709	TRAVEL EXP-NICHOLAS	579.59	
76216	BANK OF AMERICA-8709	TRAINING-CHAN	49.95	
76216	BANK OF AMERICA-8709	TRAINING-BILL	850.00	
76216	BANK OF AMERICA-8709	TRAINING-BILL	105.00	
76216	BANK OF AMERICA-8709	TRAVEL EXP-BILL	579.59	
76216	BANK OF AMERICA-8709	TRAINING-NAVARRO	128.00	
76217	BANK OF AMERICA-8839	RECRUITMENT	400.00	
76217	BANK OF AMERICA-8839	TRAVEL/MEALS-MARTINEZ	763.78	
76218	AEROTEK INC	OUTSIDE LABOR	2,433.20	
76218	AEROTEK INC	OUTSIDE LABOR	3,961.41	
76218	AEROTEK INC	OUTSIDE LABOR	2,780.80	
76218	AEROTEK INC	OUTSIDE LABOR	4,501.69	
76218	AEROTEK INC	OUTSIDE LABOR	3,897.99	
76218	AEROTEK INC	OUTSIDE LABOR	1,327.20	
76218	AEROTEK INC	OUTSIDE LABOR	1,111.53	
76219	AIC COATING SERVICES INC	PROD REP/MAINT	4,500.00	
76220	AMERITROL INC	WTP REP/MAINT	1,560.08	
76221	AT&T	OFFICE	870.89	
76221	AT&T	OFFICE MAIN LINE	2,764.60	
76221	AT&T	TELEMETRY LINE	67.07	
76221	AT&T	WTP TELEMETRY	92.79	
76222	AT&T INTERNET	INTERNET	13.59	
76223	AT&T MOBILITY	CELL PHONES	23.44	
76224	BABCOCK LABORATORIES, INC.	LAB FEES	565.00	
76225	CAL SOCIETY OF MUNI FINANCE OFFICER	DUES/SUBSCRIPTIONS	110.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
AUGUST 2019

EFT/Check #	Vendor Name	Description	O&M Amount	CIP Amount
76226	CALTEC CORP.	CONTRACTOR LABOR		70,613.40
76227	CHR SERVICES	TRAINING-CPR/FIRST AID	1,020.00	
76228	CINTAS CORPORATION	JANIT SERVICES	146.88	
76229	CITY OF RIALTO	PERMIT FEES-ENCROACHMENT	4,771.80	
76229	CITY OF RIALTO	PERMIT FEES-ENCROACHMENT	4,121.10	
76230	CITY OF RIALTO-ALARM PROGRAM	ALARM FEES	255.70	
76231	CITY OF SAN BERNARDINO	BLF WATER	34.30	
76232	FLEET SERVICES INC	EQUIP REP/MAINT	126.11	
76233	GARDA CL WEST INC	ARMORED TRANSPORT	555.75	
76234	GEOTEK INC	PROFESSIONAL SERVICES		2,076.56
76235	GRAINGER INC	PROD REP/MAINT	25.69	
76235	GRAINGER INC	PROD REP/MAINT	184.51	
76236	INDUSTRIAL RUBBER & SUPPLY LLC	T&D DOM MAINS	265.46	
76236	INDUSTRIAL RUBBER & SUPPLY LLC	T&D DOM MAINS	265.46	
76236	INDUSTRIAL RUBBER & SUPPLY LLC	T&D DOM MAINS	398.20	
76237	INLAND DESERT SECURITY	FAX ANS SERVICE	248.00	
76237	INLAND DESERT SECURITY	ANSWERING SERVICE	501.15	
76238	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	6,440.00	
76239	LOUKEH, NADIA	MILEAGE REIMB	46.64	
76240	MONTELONGO, ERNEST	AWWA-REGISTRATION	145.00	
76240	MONTELONGO, ERNEST	AWWA-MILEAGE/TOLLS	33.84	
76241	MV CHENG & ASSOCIATES INC	CONSULTANTS	7,575.00	
76242	NEIL WAYNE CLIFTON	ENGINEERING SVCS	15,000.00	
76243	RIALTO WATER SERVICES	OFFICE WATER	139.90	
76243	RIALTO WATER SERVICES	WTP WATER	67.17	
76244	RUHNAU CLARKE ARCHITECTS	ENGINEERING SERVICES		3,825.00
76244	RUHNAU CLARKE ARCHITECTS	ENGINEERING SERVICES		157.85
76245	SB COUNTY FIRE PROTECTION DISTRICT	WELL#33 PERMIT FEE	2,556.00	
76245	SB COUNTY FIRE PROTECTION DISTRICT	WELL#4A PERMIT FEE	420.00	
76245	SB COUNTY FIRE PROTECTION DISTRICT	WELL#5A PERMIT FEE	420.00	
76245	SB COUNTY FIRE PROTECTION DISTRICT	WELL#15 PERMIT FEE	420.00	
76246	SO CALIFORNIA EDISON	ZONE 5-2 ELECTRIC	2,673.21	
76246	SO CALIFORNIA EDISON	WELL 22 ELECTRIC	10.49	
76246	SO CALIFORNIA EDISON	WELL#7 ELECTRIC	3,108.90	
76246	SO CALIFORNIA EDISON	WELL 11X ELECTRIC	24.56	
76247	SOUTHLAND PIPE CORPORATION	FBR REP/MAINT	893.25	
76248	SOUTHWEST VALVE & EQUIPMENT	WTP REP/MAINT	68,496.68	
76249	TYDEN BROOKS	WTR QLTY REP/MAINT	414.81	
76250	USA BLUEBOOK	WTP REP/MAINT	507.90	
76251	VERIZON CONNECT NWF INC	CONTRACTS/LICENSING	795.90	
76252	YO FIRE	PROD REP/MAINT	12.66	
76252	YO FIRE	PROD REP/MAINT	269.38	
SUBTOTALS			1,898,218.45	1,042,750.22
GRAND TOTAL			2,940,968.67	2,940,968.67



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE MONTHLY FINANCIAL REPORT AS OF
SEPTEMBER 2019

BACKGROUND:

The Board of Directors have requested the Monthly Financial Status report be presented to the Board at a previous meeting for receive and file action. For this time only, the Monthly Financial Status report will be for the months of July, August and September 2019 as it has been extracted from the HTE accounting system and created in Excel by accounting staff. Starting in October, the report will be produced from the new accounting system Incode and be given to the Board on a monthly basis.

DISCUSSION:

The Monthly Financial Status report as of September 2019 summarizes the District's revenue categories and as well expenditures for all departments. The first two columns contains the two previous fiscal years' amount for actuals. The current year amended budget includes the adopted budget plus any budget amendments or adjustments made during the year. YTD activity column represents the year to date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1st through September 30th. The encumbrance column represents the monies that have been encumbered via a purchase order that have yet to be spent or paid. The YTD Activity and Encumbrance Total column is adding both the YTD activity and encumbrance columns together to show the amount that has been spend and the amount that is intended to be spent. The Remaining Balance column represents the amount remaining when you subtract the YTD Activity and Encumbrance Total from the Amended Budget total. The % Activity column represents the percentage of the Amended Budget that has been collected (Revenue) or spent (Expenditure).

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

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

MVC:ce

ATTACHMENT(S):

1. Monthly Financial Report - Sept 2019



**FINANCE DEPARTMENT
MONTHLY FINANCIAL STATUS REPORT
AS OF SEPTEMBER 30, 2019**

MONTHLY FINANCIAL SUMMARY	FY 2019-20			YTD Activity	Encumb	YTD Activity & Encumb. Total	Remaining Balance	% Activity
	FY 2017-18 Actuals	FY 2018-19 Actuals	Amended Budget					
Revenues:								
Water consumption sales	17,370,508.25	17,151,430.60	17,077,918	5,471,481	-	5,471,481	11,606,437	32.0%
Water service charges	7,201,939.38	7,350,126.32	6,999,071	1,798,467	-	1,798,467	5,200,604	25.7%
Taxes, Money & Property	2,439,424.64	4,032,978.35	2,375,000	173,987	-	173,987	2,201,013	7.3%
Other Charges	1,712,280.16	1,171,441.70	858,157	235,939	-	235,939	622,218	27.5%
Reimbursements	2,331,446.03	2,796,288.98	2,551,300	422,533	-	422,533	2,128,767	16.6%
Administrative Charges	503,118.55	446,070.98	285,578	68,850	-	68,850	216,728	24.1%
Total Revenues	31,558,717.01	32,948,336.93	30,147,024	8,171,258	-	8,171,258	21,975,766	27.1%
Expenditures								
Pumping	3,066,501.02	3,156,748.77	3,227,110	565,972	23,809	589,781	2,637,329	18.3%
Water quality	473,749.41	474,124.27	667,679	120,179	3,381	123,560	544,119	18.5%
Water treatment - Perchlorate	3,636,080.83	271,346.32	601,600	48,823	6,126	54,949	546,651	9.1%
Water treatment - FBR/FXB	0.00	1,668,633.27	2,314,210	369,498	237,131	606,629	1,707,581	26.2%
Water treatment - Roemer/Arsenic	0.00	1,672,191.65	1,840,730	365,168	212,738	577,905	1,262,825	31.4%
Transmission and distribution	1,971,765.66	1,788,580.17	2,427,170	384,422	-	384,422	2,042,748	15.8%
Asset Management	0.00	71,020.87	422,570.00	98,403.02	0.00	98,403.02	324,166.98	23.3%
Customer Service	837,721.18	853,058.89	847,550	236,075	5,833	241,908	605,642	28.5%
Meters	740,250.59	1,055,735.17	1,160,926	211,879	265	212,145	948,781	18.3%
Billing	453,685.26	466,732.95	529,525	79,100	-	79,100	450,425	14.9%
Accounting	671,023.30	774,760.69	777,983	189,943	-	189,943	588,040	24.4%
Purchasing	351,825.32	352,397.44	462,390	81,020	525	81,544	380,846	17.6%
Administration	2,422,171.21	2,410,656.23	2,361,280	384,091	28,332	412,423	1,948,857	17.5%
Board of Directors	179,888.57	239,598.17	226,350	50,586	-	50,586	175,764	22.3%
Engineering	1,404,149.43	929,295.26	(12,308)	289,438	-	289,438	(301,746)	-2351.6%
Source of supply	972,623.67	1,049,880.92	1,682,292	13,033	-	13,033	1,669,259	0.8%
Information Technology	842,280.27	957,388.17	1,225,074	196,971	25,869	222,841	1,002,233	18.2%
GIS	0.00	0.00	150,200	1,256	-	1,256	148,944	0.8%
Human Resources	583,596.52	550,537.54	809,684	124,464	-	124,464	685,220	15.4%
Public Affairs	852,866.50	1,364,309.67	1,115,252	246,875	14,912	261,787	853,465	23.5%
Grants & Rebates	427,256.27	141,688.20	146,000.00	655.53	0.00	655.53	145,344.47	0.4%
Water Resources	0.00	0.00	340,060.00	0.00	75,000.00	75,000.00	265,060.00	22.1%
HydroSTEM	0.00	0.00	99,650.00	1,500.00	0.00	1,500.00	98,150.00	1.5%
General and administrative	4,019,550.88	2,092,164.65	2,734,890	596,726	81,027	677,753	2,057,137	24.8%
Debt Service Interest	913,955.23	668,898.76	974,350	226,160.86	0.00	226,160.86	748,189	23.2%
Total Expenditures	24,820,941	23,009,748	27,132,217	4,882,239	714,947	5,597,186	21,535,031	20.6%
Net income(loss) before capital contributions	6,737,775.89	9,938,588.90	3,014,807			2,574,072		
Capital contributions:	16,643,552	8,129,846	-	1,034,823	-	1,034,823		
Net income (loss)	23,381,328	18,068,435	3,014,807	1,034,823	-	3,608,895	-	-
Debt Service Principal	916,528.84	1,052,628.84	1,131,529	490,199.80	0.00	490,199.80	641,329	43.3%



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: SEPTEMBER 2019 PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District (“District”) generated fifty (50) Purchase Orders (“PO”) in the month of September 2019 to various vendors that provide supplies and services to the District. There were thirty-seven (37) PO’s issued below the General Manager’s approval level, ten (10) PO’s issued at the General Manager’s approval level and one (3) PO’s issued with Board approval. The total amount issued to PO’s for the month of September 2019 was **\$942,334.24**. A table listing all PO’s for September 2019 is shown in **Exhibit A**.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Receive and file the September 2019 Purchase Order Report.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM:ar

ATTACHMENT(S):

1. September 2019 Purchase Order Report

Exhibit A

West Valley Water District
Monthly Purchase Order Report
September 2019

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
1	9/3/2019	4831	AMERICAN PAYROLL ASSOCIATION	\$ 623.95	MEMBERSHIP RENEWAL PAYROLL
2	9/4/2019	4832	THERMO ELECTRON NORTH AMERICA	\$ 3,053.97	AERS 500E SUPPRESSOR
3	9/4/2019	4833	WYLAND FOUNDATION	\$ 1,500.00	PROFESSIONAL SERVICES - WATER EDUCATION UNIT
4	9/4/2019	4834	BARTEL ASSOCIATES, LLC	\$ 1,155.00	ACTUARIAL CONSULTING SERVICES
5	9/4/2019	4835	DAC (DIGITAL ASSURANCE CERT LL	\$ 2,500.00	DISSEMINATION SERVICE
6	9/4/2019	4837	EMPLOYMENT CHECK	\$ 10,000.00	PROFESSIONAL SERVICES - CONSULTANT
7	9/4/2019	4838	Q AIR-CALIFORNIA	\$ 2,070.73	SPW METER REPLACEMENT
8	9/4/2019	4839	QUINN COMPANY	\$ 1,200.00	TROUBLESHOOT GENERATOR
9	9/4/2019	4840	YO FIRE	\$ 1,956.74	HYDRANT METER LOCKS, LARGE
10	9/5/2019	4842	BRENNER - FIEDLER & ASSOCIATES	\$ 3,819.80	PNEUMATIC VALVES PARTS
11	9/5/2019	4843	GRAINGER INC	\$ 777.70	CHAIN, GRADE 70-5/16, 4700 LB LOAD
12	9/9/2019	4847	BANK OF AMERICA-8709	\$ 781.07	WATER FOR PUBLIC AFFAIRS DEPT
13	9/10/2019	4848	KONICA MINOLTA BUSINESS	\$ 5,000.00	YEARLY, KONOKA MINOLTA COPIER MAINTENANCE
14	9/12/2019	4849	QUINN COMPANY	\$ 750.00	GENERATOR LOAD TEST
15	9/13/2019	4850	CEMEX INC	\$ 525.64	PLASTER SAND FOR BACKFILL
16	9/17/2019	4851	GEOSCIENCE SUPPORT SVCS INC	\$ 4,449.50	ANNUAL SAMPLING (JULY 2019) FBR MONITORING WELLS
17	9/17/2019	4852	USA BLUEBOOK	\$ 504.27	TU-5 STABL CAL VIALS
18	9/17/2019	4853	BAE SYSTEMS APPLIED INTELLIGEN	\$ 10,000.00	BAE ANNUAL HOSTED EMAIL SERVICE FY 19-20
19	9/17/2019	4854	SCHNEIDER ELECTRIC SYSTEMS INC	\$ 1,921.79	I/A SERIES MAGNETIC FLOW METER
20	9/17/2019	4855	INLAND WATER WORKS SUPPLY CO	\$ 2,559.73	AIRVAC FOR NORTH WELL
21	9/17/2019	4856	SC COMMERCIAL LLC DBA SC FUELS	\$ 10,785.26	GASOLINE ORDER
22	9/17/2019	4857	WESTRUX INTERNATIONAL INC	\$ 700.44	TRUCK REPAIR
23	9/18/2019	4859	AIR & HOSE SOURCE INC	\$ 1,013.93	DISCHARGE HOSE FOR WELL 54
24	9/18/2019	4860	ADVANTAGE BUSINESS FORMS INC	\$ 670.00	BREAST CANCER AWARENESS MAGNETS
25	9/18/2019	4861	ADVANTAGE BUSINESS FORMS INC	\$ 2,461.25	BREAST CANCER AWARENESS T SHIRTS
26	9/19/2019	4862	CONVERGEONE, INC	\$ 3,262.91	CISCO SMART NET RENEWAL CCX CO TERMED TO 5/24/2020
27	9/19/2019	4864	MERLIN JOHNSON CONST INC.	\$ 3,790.00	RESERVOIR 3A1 REPAIRS
28	9/19/2019	4865	BC RENTALS, INC	\$ 512.98	TRAFFIC SPECIALIST
29	9/23/2019	4868	HERCULES INDUSTRIES	\$ 926.65	PADLOCKS FOR QUALITY
30	9/23/2019	4869	ROAD READY REGISTRATION INC	\$ 560.00	DMV TITLES TRANSFER
31	9/24/2019	4872	YO FIRE	\$ 969.74	CUSTOM BASKET DECHLORONATION
32	9/24/2019	4874	BANK OF AMERICA-8709	\$ 1,213.14	FURNITURE FOR QUIET ROOM
33	9/25/2019	4875	EAST VALLEY WATER DISTRICT	\$ 1,000.00	2020 INLAND SOLAR CHALLENGE
34	9/26/2019	4877	GRAINGER INC	\$ 811.95	DRUM CONTAINMENT DOLLY
35	9/26/2019	4878	MINUTEMAN PRESS OF RANCHO CUCA	\$ 10,000.00	ON CALL GRAPHIC DESIGN
36	9/26/2019	4879	AIR & HOSE SOURCE INC	\$ 949.28	DISCHARGE HOSE FOR WELL 54
37	9/26/2019	4880	KNAPP & ASSOCIATES, INC.	\$ 4,900.00	ENGINEERING DESIGN FOR ROOF REPAIR
			Total PO's up to \$10K	\$ 99,677.42	
38	9/4/2019	4836	MHM & ASSOCIATES ENTERPRISES I	\$ 25,000.00	PROFESSIONAL SERVICES - CONSULTANT
39	9/5/2019	4841	BRENNTAG PACIFIC INC	\$ 12,211.87	ACETIC ACID 80%
40	9/5/2019	4844	Q AIR-CALIFORNIA	\$ 12,732.00	AIR COMPRESSOR AND BLOWER PM CONTRACT
41	9/6/2019	4845	AQUA-METRIC SALES CO	\$ 21,548.81	MXU STOCK ORDER
42	9/6/2019	4846	HONEYWELL	\$ 22,174.95	METER ORDER
43	9/19/2019	4863	CDW GOVERNMENT INC	\$ 24,154.39	COMPUTER ACCESSORIES AND LICENSES
44	9/20/2019	4866	CRB SECURITY SOLUTIONS	\$ 22,788.00	ALARMS THROUGHT THE DISTRICT
45	9/23/2019	4870	YO FIRE	\$ 19,647.63	STOCK ORDER
46	9/24/2019	4871	STERLING WATER TECHNOLOGIES LL	\$ 14,000.00	ALUMINUM CHLORHYDRATE 50%
47	9/24/2019	4873	INLANDCON INC.	\$ 23,975.00	CONSTRUCTION FOR QUIET ROOM
			Total PO's GM Approval	\$ 198,232.65	
48	9/18/2019	4858	RITE-WAY ROOF CORPORATION	\$ 286,752.45	RESERVOIR 3A1 ROOF REPLACEMENT (BA: 7/11/19)
49	9/23/2019	4867	GENERAL PUMP COMPANY INC	\$ 29,206.72	SPARE MOTOR FOR WELL 6 FBR (BA: 8/27/19)
50	9/25/2019	4876	GM SAGER CONSTRUCTION CO. INC.	\$ 328,465.00	RESERVOIR 2-3 SITE IMPROVEMENTS (BA: 9/13/18)
			Total PO's Board Approval	\$ 644,424.17	
50 PO's			GRAND TOTAL	\$ 942,334.24	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RESOLUTION 2019-30: BREAST CANCER AWARENESS MONTH 2019

BACKGROUND:

In 1985, the month of October was designated as National Breast Cancer Awareness Month. In recognition of Breast Cancer Awareness Month in 2019, West Valley Water District is seeking to build a public awareness campaign designed to bring attention to the fight against breast cancer. The program includes participation from the Board of Directors, Executive Management, Employees and their families.

The awareness campaign entails West Valley Water District “Breast Cancer Awareness” shirts and vehicle magnets that will be utilized on district vehicles and incorporated into the outreach campaign for our ratepayers.

FISCAL IMPACT:

There is no change in fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Resolution No. 2019-30.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

cm

ATTACHMENT(S):

1. WVWD Breast Cancer Awareness Month 2019 Resolution

RESOLUTION NO. 2019-30

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALEY WATER DISTRICT RECOGNIZING OCTOBER AS BREAST
CANCER AWARENESS MONTH AND TUESDAY OCTOBER 22, 2019 AS “WEST VALLEY
WATER DISTRICT GOES PINK DAY”**

WHEREAS, the American Cancer Society establishes the Breast Cancer is one of the most common cancers in the United States.

WHEREAS, in the United States more than 268,000 women and approximately 2,600 have been diagnosed. One in eight women in the United States will develop breast cancer in her lifetime. Although significantly less common, men are also susceptible to developing breast cancer; and

WHEREAS, Researchers around the world are working to find better ways to prevent, detect, and treat breast cancer, and to improve the quality of life of patients and survivors.

WHEREAS, throughout the month of October, organization and municipalities throughout the United States are encouraged to use this opportunity to promote awareness about breast cancer, recognize survivors, work towards a cure and to observe the month with appropriate outreach to bring awareness to Breast Cancer.

THERE FOR BE IT RESOLVED, that the Board of Directors of the West Valley Water District hereby; recognizes October as Breast Cancer Awareness Month and Tuesday, October 22, 2019 as West Valley Water District Goes Pink Day.

ADOPTED, SIGNED AND APPROED THIS 17TH DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION FOR SIGNATORY CHANGES FOR ALL JP MORGAN CHASE, US BANK, CALTRUST, LAIF ACCOUNTS.

BACKGROUND:

West Valley Water District (the “District”) has funds deposited with JP Morgan Chase and US Bank (custodial investment account). The District has funds invested with CalTRUST and Chandler Asset Management. Funds must be accessible to meet daily financial commitments of the organization. Checks must be issued and business transacted to meet financial obligations. Certain individuals must be delegated proper authority to act on behalf of the District with regard to these financial assets.

DISCUSSION:

Financial Institutions require a signature cards for transacting business. The District has several accounts that require an authorized representative to act on behalf of the District so that operational and investment needs are met. Accounts with deposits and investments utilized by the District requiring signature authorization include:

JP Morgan Chase – General Government Checking
 JP Morgan Chase – UTC Routine Checking
 JP Morgan Chase – UTC Non-Routine Checking
 CalTRUST Pooled Investment Fund
 Chandler Asset Management and US Bank National Association
 Local Agency Investment Fund (Signature card addressed in a separate staff report with LAIF forms)

The attached resolutions require approval to amend account access.

FISCAL IMPACT:

No Fiscal Impact.

STAFF RECOMMENDATION:

Please consider approval of resolutions authorizing the signatory changes on the financial institution

accounts.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

MVC:ce

ATTACHMENT(S):

1. USBankchand2019Julyrev
2. 2019JulyCaltrustres2019 (002)
3. 2019JulyChaseresolutionrevised
4. PA-Authorized Signers Update2
5. PA Authorized Signers Update3
6. CalTrust Contact Info
7. LAIF2019Resolution8-22-19
8. laif2019-24npage1
9. laif2019-24page 2

**RESOLUTION NO. 2019-25
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- US BANK**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in US Bank National Association ("US Bank") in accordance with all California Government Code, including Section 53607 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, the District hereby finds it necessary to hold a segregated account with US Bank for District investments managed by Chandler Asset Management ("Chandler"), an agreement with the District and Chandler Asset Management board approved March 15, 2018.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-21 in order to add an additional successor for the purpose of deposits and withdrawals of money in the US Bank Custodial account for Chandler managed investments in accordance with all California Government Code, including section 53607 for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, US Bank is to act as custodian of funds managed by Chandler.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the US Bank account for the purpose of advising US Bank to act on directives on behalf of the District. Deposits and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Logan Olds be removed from the Local Agency Investment Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Larry Lawrence, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal or their successors in office are each hereby authorized to order the deposit, withdrawal, or advisement of monies managed by Chandler held in account with US Bank and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Larry Lawrence
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective October 17th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 17th DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

**AMENED RESOLUTION NO. 2019-26
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR CALTRUST FUND**

WHEREAS, The West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in CalTrust Pooled Investment Fund ("Cal Trust") in accordance with all California Government Code, including Section 53601 and 53605 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS CalTrust Pooled Investment Fund ("CalTrust") is established for the deposit of money by the District for purposes of investment of District money by CalTrust; and for the purpose of authorizing signature card changes to the successors in office as provided therein.

WHEREAS, the District Board of Directors hereby amend Resolution No 2019-23 in order to add an additional successor for the purpose of deposits, transfers and withdrawals of money in the CalTrust Fund in accordance with all California Government Code, including section 53601 and 53605 for the purpose of investment as provided therein is in the best interests of the District.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to the CalTrust account for the purpose of advising Cal Trust to act on directives on behalf of the District. Deposits, transfers and withdrawals of District monies will be made in accordance with Government Code and District Policy, Resolution No. 2018-8, Annual Investment Policy.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officer holding the title of Assistant General Manager Logan Olds be removed from the CalTrust Fund. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Larry Lawrence, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit, transfer or withdrawal of monies in CalTrust Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Larry Lawrence
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective October 17th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 17th DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary

**AMENDED RESOLUTION NO. 2019-27
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES- ALL J.P MORGAN CHASE BANKS**

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of Authorizing signature card changes to the successors in office as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-22 to add additional successors to the J.P Morgan (ALL Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes signature card changes to ALL J.P Morgan (Chase Bank Accounts) for the purpose of deposits and withdrawals of District monies in the ALL J.P Morgan (Chase Bank Accounts) in accordance with all California Government Code, including sections 53630-53686 for the purpose of deposits, withdrawals and transfer of funds as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1 The following District officer holding the title of Assistant General Manager Logan Olds be removed from the Chase Bank Accounts. President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Dr. Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Larry Lawrence, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in ALL J.P Morgan (Chase Bank Accounts) and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Larry Lawrence
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective October 17th, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office

ADOPTED, SIGNED, AND APPROVED THIS 17th DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary



Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

Authorized Representatives of: _____
(Name of Agency)

Minimum Number of Signatories Required to Authorize a Trade: _____

Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Part 6. Authorized Representatives and Online Trading Designations

(Below are the individuals authorized to conduct transactions on behalf of the participating entity)

The undersigned certify that any of the persons signing below as an authorized representative of the Participant have the full authority and capacity to invest funds in and withdraw funds from the Shares Program, as well as manage accounts through the CalTRUST Online Portal, pursuant to compliance with the minimum number of authorized traders listed below. The undersigned agree that the certifications, instructions, and authorizations contained in this Program Registration Form and Participation Agreement will remain in effect until the Administrator receives written notice of change.

Authorized Representatives of: _____
(Name of Agency)

Minimum Number of Signatories Required to Authorize a Trade: _____

Trustee/Fiduciary Signatures and Online Access

(The total number of Trustees/Fiduciaries signing below must equal or exceed the number of authorized signatories required per trade, as listed on the line above.)

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ **Phone:** _____

Signature: _____ **Date:** _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Trustee/Fiduciary

Name: _____

Title: _____

Email: _____ Phone: _____

Signature: _____ Date: _____

Select Online Trading Option(s):

No Online Access	Trade Entry	Void Trade	Approve Trade	Trade Alert Email	Income Distribution Email
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Part 2. Contact Information for Agency Personnel

Primary Contact

Name: Shamindra Manbahal

Title: Chief Financial Officer

Telephone: (909) 875-1804 x706 E-Mail Address: smanbahal@wwwd.org

Signature: *S. Manbahal*

Secondary Contact

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

Additional Contact (Optional)

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

Additional Contact (Optional)

Name: _____

Title: _____

Telephone: _____ E-Mail Address: _____

Signature: _____

**AMENDED RESOLUTION NO. 2019-28
A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE WEST VALLEY WATER DISTRICT,
AUTHORIZING SIGNATURE CARD CHANGES FOR LOCAL AGENCY
INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. Seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the West Valley Water District ("District") Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein is in the best interests of the District.

WHEREAS, amending Resolution No. 2019-24 to add successors to all investments of monies in the local agency investment fund by authorizing the successors in office to such investments of monies in the local Agency Investment Fund by authorizing signature cards to their successors.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the deposit and withdrawal of District monies in the Local Agency Investment Fund in the State Treasury in accordance with all California Government Codes, including section 16429.1 et. Seq. for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows: Section 1, The following District officers holding the title of Assistant General Manager Logan Olds be removed from the Local Agency Investment Fund. The following successors are added President Dr. Michael Taylor, Vice President Kyle Crowther, Director Donald Olinger, Director Clifford Young, Director Greg Young, General Manager Clarence C. Mansell, Jr., Assistant General Manager Larry Lawrence, Assistant General Manager Jeremiah Brosowske, Chief Financial Officer Shamindra Manbahal are each hereby authorized to order the deposit or withdrawal of monies in Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purpose of this resolution and the purposes of the resolution and the transaction contemplated hereby:

Dr. Michael Taylor
President, Board of Directors

Kyle Crowther
Vice President, Board of Directors

Donald Olinger
Director

Dr. Clifford Young
Director

Greg Young
Director

Clarence C. Mansell, Jr.
General Manager

Larry Lawrence
Assistant General Manager

Jeremiah Brosowske
Assistant General Manager

Shamindra Manbahal
Chief Financial Officer

Section 2. That said Resolution shall be effective October 17, 2019 and shall remain in full force and effect until rescinded by Board of Directors by resolution and a copy of the resolution rescinding and or amending this resolution shall be filed with the State Treasurer's Office.

ADOPTED, SIGNED, AND APPROVED THIS 17th DAY OF OCTOBER, 2019 BY THE FOLLOWING VOTE:

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

Dr. Michael Taylor
President, Board of Directors

ATTEST:

Crystal L. Escalera
Board Secretary



California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds

Effective Date _____

Agency Name _____

LAIF Account # _____

Agency's LAIF Resolution # _____ or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature

Print Name

Title

Telephone

Signature

Print Name

Title

Telephone

Please provide email address to receive LAIF notifications.

Name	Email

**Mail completed form to: State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001**



**California State Treasurer's Office
Local Agency Investment Fund (LAIF)
Authorization for Transfer of Funds**

Effective Date _____

Agency Name _____

LAIF Account # _____

Agency's LAIF Resolution # _____ or Resolution Date _____

ONLY the following individuals whose names appear in the table below are hereby authorized to order the deposit or withdrawal of funds in LAIF. ***This authorization REPLACES AND SUPERSEDES all prior authorizations on file with LAIF for the transfer of funds.***

Name	Title

Two authorized signatures required. Each of the undersigned certifies that he/she is authorized to execute this form under the agency's resolution, and that the information contained herein is true and correct.

Signature

Signature

Print Name

Print Name

Title

Title

Telephone

Telephone

Please provide email address to receive LAIF notifications.

Name	Email

**Mail completed form to: State Treasurer's Office
Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001**



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RESOLUTION 2019-31, APPLICATION FOR BUREAU OF RECLAMATION (WATERSMART) DROUGHT RESILIENCY GRANT FUNDS FOR PACIFIC RIVER PROJECT CONCEPTUAL APPRAISAL AND ANALYSIS

BACKGROUND:

West Valley Water District's mission is to provide our customers with a diversified, safe, high quality, and reliable water service at a reasonable rate and in a sustainable manner. As such, the District Board approved the Water Supply Reliability 2025 Program (WSR 2025) in 2019, enabling District staff to begin planning projects which will allow the District to overcome water supply challenges in the region, continue meeting demands presented by rapid residential and commercial growth, and bank water reserves in groundwater basins for use during extended dry periods or drought events.

DISCUSSION:

In an effort to further the District's mission, District staff would like to begin a preliminary analysis examining the technical and economic probability of implementing the Pacific River Project concept, a critical component of the WSR 2025 Program. This analysis will be conducted by engineering and hydrology consulting staff obtained through an official Request for Qualifications (RFQ). Upon completion of the project analysis, the District Board will have the data necessary to determine the viability of the Pacific River Project concept. To mitigate the expected costs of the project analysis, a source of funding has been identified through the WaterSMART Drought Response Program, administered by the Bureau of Reclamation.

FISCAL IMPACT:

If awarded, the WaterSMART Drought Response grant would provide funds in the amount of \$300,000, with an equal funds match requirement. The total cost to the District will be approximately \$300,000, which is available in the District's reserve account.

STAFF RECOMMENDATION:

That the Board of Directors approves Resolution No. 2019- , A resolution in support of filing an application with the United States Bureau of Reclamation for grant funding through the

WaterSMART Drought Response Program for a conceptual appraisal and analysis of the Pacific River Project.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM: nl

ATTACHMENT(S):

1. Final Drought Resiliency Resolution_Pac River_10-2019

**RESOLUTION NO. 2019-31
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALEY WATER DISTRICT (THE DISTRICT)**

IN SUPPORT OF FILING AN APPLICATION WITHIN THE UNITED STATES BUREAU OF RECLAMATION (RECLAMATION) FOR A GRANT UNDER THE WATERSMART DROUGHT RESPONSE PROGRAM; DROUGHT RESILIENCY PROJECTS GRANTS FOR FISCAL YEAR 2020.

WHEREAS, the United States Bureau of Reclamation is currently soliciting proposals for grant funding assistance under their WaterSMART Drought Response Program: Drought Resiliency Projects Grants for Fiscal Year 2020.

WHEREAS, District Staff has prepared a grant application under the United States Bureau of Reclamation-Smart Grants; WaterSMART Drought Response Program: Drought Resiliency Project Grants for Fiscal Year 2020.

WHEREAS, The District will work with the Bureau of Reclamation to meet established deadlines for entering into cooperative agreement and has agreed to submit an application addressing the viability of the Pacific River Project, a component of the District's Water Supply Reliability 2025 Program.

WHEREAS, The District has the capability to provide the amount of funding and/or in-kind contributions specified in the funding plan.

WHEREAS, The District will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

WHEREAS, Clarence Mansell, The Districts General Manager serves as an official with legal authority to enter into an agreement for and on behalf of The District and its governing Board of Directors and has/will review and supports the application submitted.

THEREFORE BE IT RESOLVED, that the Board of Directors of the West Valley Water District hereby;

Section 1 **INCORPORATION OF RECITALS.** The West Valley Water District hereby finds and determines that the forgoing recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2 **APPLICATION.** That an application be made and submitted to the U.S. Bureau of Reclamation to obtain a WaterSMART Drought Response Program: Drought Resiliency Project Grant for West Valley Water District, Water Service Area for the conceptual appraisal and analysis of the Pacific River Project.

Section 3 **AUTHORIZATION.** The Board of Directors of the West Valley Water District authority **serves** as an official entity authorized to commit The District to the financial and legal obligations associated with receipt of a financial assistance award under the WaterSMART Drought Response Program; and has authorized staff to prepare and submit the necessary data, required under the application guidelines as specified with the U.S. Bureau of Reclamation for a funding request not to exceed \$300,000.

Resolution No. 2019-31

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
WEST VALLEY WATER)
DISTRICT)

I HEREBY CERTIFY that the forgoing Resolution No. 2019-31 was duly adopted by the West Valley Water District Board of Directors at a regular meeting, **ADOPTED, SIGNED AND APPROVED THIS 17th DAY OF OCTOBER 2019 BY THE FOLLOWING VOTE:**

AYES: DIRECTORS: Dr. Michael Taylor, Kyle Crowther, Don Olinger, Greg Young, Dr. Clifford Young
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

**Crystal Escalera, Board Secretary
to the Board of Directors of the West
Valley Water District**

PASS, APPROVED and ADOPTED this 17th day of October, 2019.

Resolution No. 2019-31

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

ATTEST:

**Crystal Escalera, Board Secretary
to the Board of Directors of the West
Valley Water District**

APPROVED AS TO FORM:

**Robert Tafoya
West Valley Water District Legal Counsel**

Resolution No. 2019-31



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER RELEASE OF OVERLYING EASEMENT ON APN 0131-131-02, 08 AND 09

BACKGROUND:

Attached for committee review is a proposed Quitclaim Deed to release an overlying easement on 7.62 acres of land within APN 0131-131-02, 08 and 09, located on the northeast corner of Randall Avenue and Acacia Avenue, in the City of Rialto, to GDC-RCH Santiago LP, a Delaware LLC (“Applicant”).

The subject parcels are outside of the District’s service area and are not within its sphere of influence. Staff has reviewed the Applicant’s request, and did not identify any conflicting facilities within the Applicant’s proposed project area, nor is this location identified as part of the District’s long term supply operations.

A figure depicting the location of the overlying easement area is attached as **Exhibit A**. Attached for committee review and approval is a copy of the Quitclaim Deed labeled **Exhibit B**.

FISCAL IMPACT:

In accordance with West Valley Water District’s Rules and Regulations Article 20, section 2019, the applicant will be charged \$50.00 per acre or any portion thereof with a minimum fee of \$500.00 for the review and processing of documents related to right-of-way and easement release.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize the release of the overlying easement on APN 0131-131-02, 08 and 09.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

DG:ce

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Quitclaim Deed

MEETING HISTORY:

10/09/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

Exhibit A

APN 0131-131-02, 08 AND 09

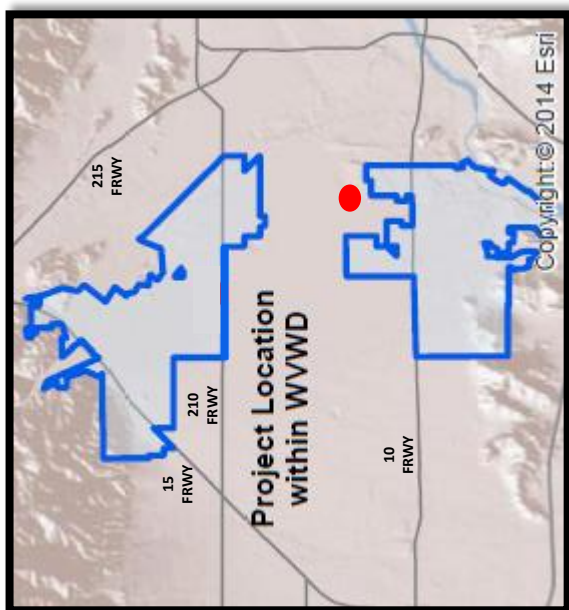


EXHIBIT B

When recorded mail to:
GDC-RCH Santiago LP, a Delaware LLC
1428 E. Chapman Ave
Orange, CA 92866

(SPACE ABOVE THE LINE FOR RECORDER'S OFFICE USE ONLY)

Project: A.P.N. 0131-131-02, 08 and 09

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, **West Valley Water District**, a county water district, formerly known as West San Bernardino County Water District, and successor-in-interest to the Semi Tropic Land and Water Company does hereby remise, release and forever quitclaim to GDC-RCH Santiago LP, a Delaware Limited Liability Company, all right, title and interest in those certain easement rights granted or reserved in the real property recorded on December 24, 1890 described on Book 122, Page 331, of Deeds, Official Records of San Bernardino County, California, ONLY AS TO THAT CERTAIN REAL PROPERTY described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein by this reference, located in the City of Rialto, County of San Bernardino, State of California.

Dated _____, 2019

WEST VALLEY WATER DISTRICT,
a county water district

By _____
Clarence C. Mansell, Jr. General Manager

By _____
Crystal L. Escalera, Interim Board Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss

On _____ before me, _____ a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal)

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of , County of San Bernardino, State of California, described as follows:

PARCEL 1: (APN: 131-131-02 AND 131-131-03)

ALL THAT PORTION OF LOT 148, SOUTH OF BASELINE ACCORDING TO MAP SHOWING SUBDIVISION OF LAND BELONGING TO THE SEMI TROPIC LAND AND WATER CO., IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 4, PAGE 11](#) OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ACACIA AVENUE WITH THE NORTHERLY LINE EXTENDED TO SAID LOT 148; THENCE SOUTH ALONG THE CENTER LINE OF ACACIA AVENUE 165 FEET; THENCE AT RIGHT ANGLES EAST 660 FEET; THENCE NORTH PARALLEL TO THE CENTER LINE OF ACACIA AVENUE 165 FEET TO THE NORTH LINE OF SAID LOT 148; THENCE WEST 660 FEET TO THE POINT OF BEGINNING. (SAID LAND IS ALSO SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISION RECORDED IN [BOOK 4, PAGE 11](#) OF MAPS, RECORDS OF SAID COUNTY.

PARCEL 2: (APN: 131-131-08)

PORTION OF THE WEST ONE-HALF OF LOT 148, TOWN OF RIALTO AND ADJOINING SUBDIVISION, AS PER PLAT RECORDED IN [BOOK 4 OF MAPS, PAGE 11](#), RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 148, SAID SOUTHWEST CORNER BEING THE CENTER LINE OF ACACIA AVENUE AS SHOWN ON SAID MAP; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 660 FEET TO THE CENTER LINE OF SAID LOT 148; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID LOT 148, 247.5 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 660 FEET TO THE CENTER LINE OF ACACIA AVENUE; THENCE SOUTHERLY 247.5 FEET ALONG THE CENTER LINE OF SAID ACACIA AVENUE TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THAT PORTION AS CONVEYED TO THE CITY OF RIALTO FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED APRIL 10, 1970, IN [BOOK 7422, PAGE 231](#), OFFICIAL RECORDS.

PARCEL 3: (APN: 131-131-09)

THE WEST 1/2 LOT 148, TOWN OF RIALTO AND ADJOINING SUBDIVISION, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN [BOOK 4, PAGE 11](#) OF MAPS, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

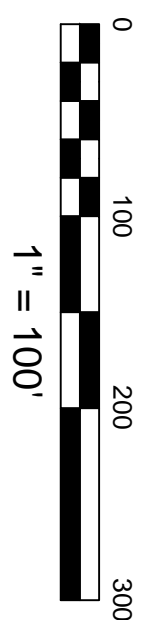
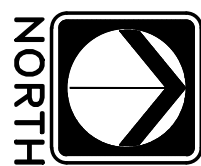
COMMENCING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF ACACIA AVENUE, WITH THE NORTHERLY LINE EXTENDED OF SAID LOT 148; THENCE SOUTH ALONG THE CENTER LINE OF ACACIA AVENUE, 165 FEET; THENCE AT RIGHT ANGLES EAST 660 FEET; THENCE NORTH PARALLEL TO THE CENTER LINE OF ACACIA AVENUE 165 FEET TO THE NORTH LINE OF SAID LOT 148; THENCE WEST 660 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 148, SAID SOUTHWEST CORNER BEING IN THE CENTER LINE OF ACACIA AVENUE AS SHOWN ON SAID MAP; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID LOT, 660 FEET TO THE CENTER LINE OF SAID LOT 148; THENCE NORTHERLY ALONG THE CENTER LINE OF SAID LOT 148, 247.5 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 660 FEET TO THE CENTER LINE OF ACACIA AVENUE; THENCE SOUTHERLY 247.5 FEET ALONG THE CENTER LINE OF SAID ACACIA AVENUE TO THE POINT OF BEGINNING.

EXHIBIT B

50 LOTS AND LOTS 'A' THROUGH 'R'
7.62 ACRES, GROSS
6.81 ACRES, NET



SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS FOR THIS MAP IS THE CENTER LINE OF ACACIA AVENUE TAKEN AS NORTH 00°00'42" EAST PER MB 167/5-8 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.
2. (R1) - INDICATES RECORD DATA PER MB 167/5-8.
3. (R2) - INDICATES RECORD DATA PER RS 2414.
4. (R3) - INDICATES RECORD DATA PER MB 3397-10.
5. (R4) - INDICATES RECORD DATA PER MB 24067-69.
6. (R5) - INDICATES RECORD DATA PER MB 23081-82.
7. (R6) - INDICATES RECORD DATA PER LLA.
8. ● - INDICATES FOUND MONUMENT AS NOTED.
9. ○ - INDICATES 1" I.D. IRON PIPE WITH PLASTIC PLUG STAMPED 'LS 7843', SET FLUSH, UNLESS NOTED OTHERWISE.
10. Δ - INDICATES 4 3/4" GEAR SPIKE & WASHER STAMPED 'LS 7843', SET FLUSH IN FINISHED SURFACE OF PAVEMENT.
11. SET 1/2" x 1/8" IRON RE-BAR WITH PLASTIC PLUG STAMPED 'LS 7843', FLUSH AT ALL REAR LOT CORNERS. IN THE EVENT THE ABOVE TYPE OF MONUMENT CANNOT BE SET DUE TO UNFORESEEN CIRCUMSTANCES, THEN A TAG STAMPED 'LS 7843' WILL BE AFFIXED IN CONCRETE, STONE, WOOD OR METAL AT THE TRUE POSITION CALLED FOR BY THIS MAP.
12. SET NAIL AND TAG 'LS 7843' ON TOP OF CURB ON PROJECTION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS.
13. THIS MAP HAS 50 LOTS AND 18 LETTERED LOTS.
14. THIS MAP CONTAINS 7.62 ACRES, MORE OR LESS, WITHIN THE DISTINCTIVE BORDER.
15. S.F.N. - INDICATES SEARCHED FOUND NOTHING.
16. // - INDICATES VEHICULAR ACCESS RESTRICTION DEDICATED TO THE CITY OF RIALTO HEREON.

MONUMENT NOTES

1. FOUND 1" I.P. WITH PIN IN CONCRETE. DOWN 8" ACCEPTED AS FOUND I.P. PER R1, R2, R4 & R5 FOR THE CENTER LINE INTERSECTION OF RANDALL AVENUE AND ACACIA AVENUE. SET TAG, 'LS 7843'.
2. FOUND 1" I.P. TAGGED 'RCE 9101', DOWN 3" PER R1 & R4 FOR THE N.W. CORNER OF LOT 137 PER MB 4/11.
3. SEARCHED, FOUND NOTHING. ESTABLISHED BY PROPORTION PER R1 FOR THE N.W. CORNER OF LOT 148 PER MB 4/11.
4. FOUND C.NAIL AND TIN, FLUSH IN PAVEMENT, PER R3 FOR THE CENTER LINE INTERSECTION OF RANDALL AVENUE AND EUCALYPTUS AVENUE.
5. SEARCHED, FOUND NOTHING. ESTABLISHED BY EQUAL PROPORTION FOR THE S.E. CORNER OF THE WEST ONE-HALF OF LOT 148 PER MB 4/11.
6. FOUND GEAR SPIKE AND WASHER STAMPED 'LS 6411', FLUSH PER CORNER RECORD 16 0250, FILED WITH THE SAN BERNARDINO COUNTY SURVEYOR JULY 26, 2016 AS DOC. NO. 325 077.
7. FOUND 1" I.P. WITH PIN IN CONCRETE, FLUSH, ACCEPTED AS FOUND I.P. PER R5 FOR THE CENTER LINE INTERSECTION OF RANDALL AVENUE AND PINE AVENUE. SET TAG, 'LS 7843'.

EASEMENT NOTES

1. AN EASEMENT SHOWN OR DEDICATED FOR ROAD AND INCIDENTAL PURPOSES AS SHOWN ON THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAID SAN BERNARDINO COUNTY, CALIFORNIA AND IS SHOWN HEREON.
2. THAT PORTION AS CONVEYED TO THE CITY OF RIALTO FOR STREET AND HIGHWAY PURPOSES BY DEED RECORDED APRIL 10, 1970, IN BOOK 7422, PAGE 231 OF OFFICIAL RECORDS AND IS SHOWN HEREON.
3. AN EASEMENT IN FAVOR OF SEMI-TROPIC LAND AND WATER COMPANY FOR PIPELINES, INGRESS AND EGRESS AND INCIDENTAL PURPOSES, RECORDED DECEMBER 24, 1890 IN BOOK 122, PAGE 331 OF DEEDS, THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
4. VARIOUS AGREEMENTS, CONDITIONS AND RESERVATIONS AS TO WATER AND RIGHTS OF WAY AND EASEMENTS OF UNDISCLOSED ROUTE AND WIDTH, AS SET FORTH IN THE DEED RECORDED MARCH 30, 1901 IN BOOK 290, PAGE 83 OF DEEDS, OTHER DOCUMENTS MODIFYING SAID AGREEMENTS ARE RECORDED IN BOOK 290, PAGE 100 OF DEEDS AND IN BOOK 290, PAGE 115 OF DEEDS. THE LOCATION OF SAID EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.
5. AN EASEMENT FOR STORM DRAIN PURPOSES DEDICATED HEREON.

IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

TRACT NO. 20106

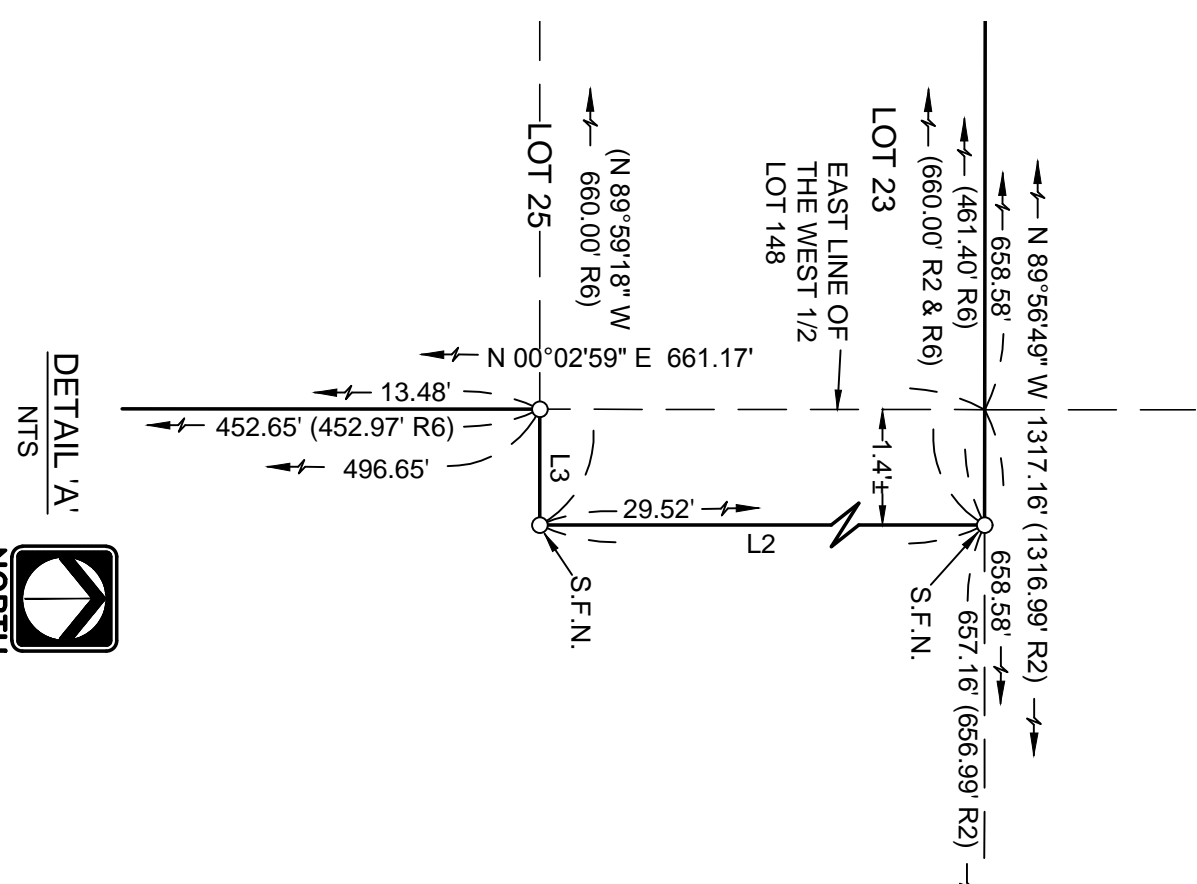
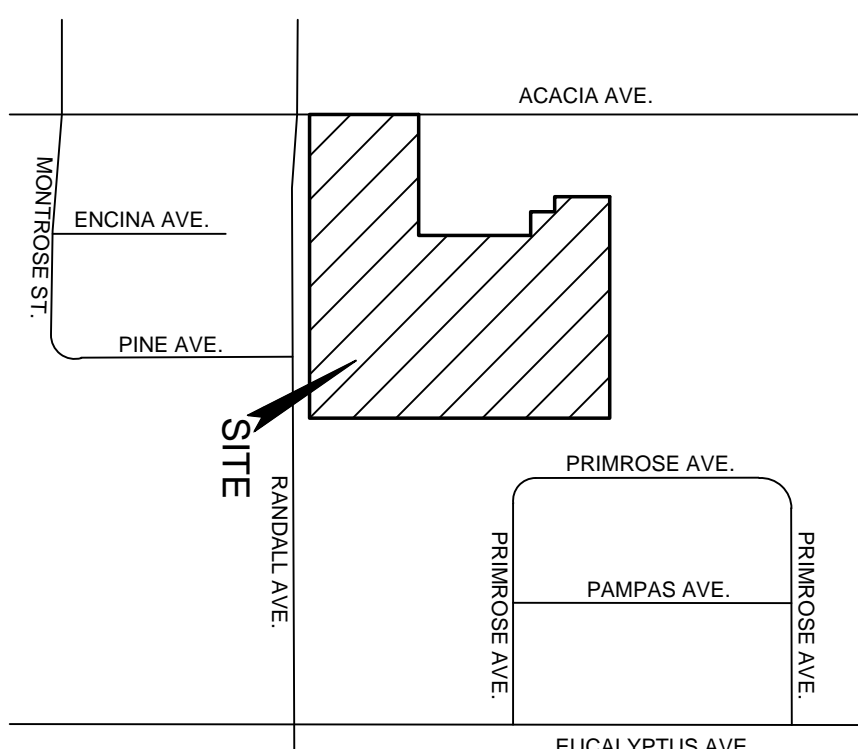
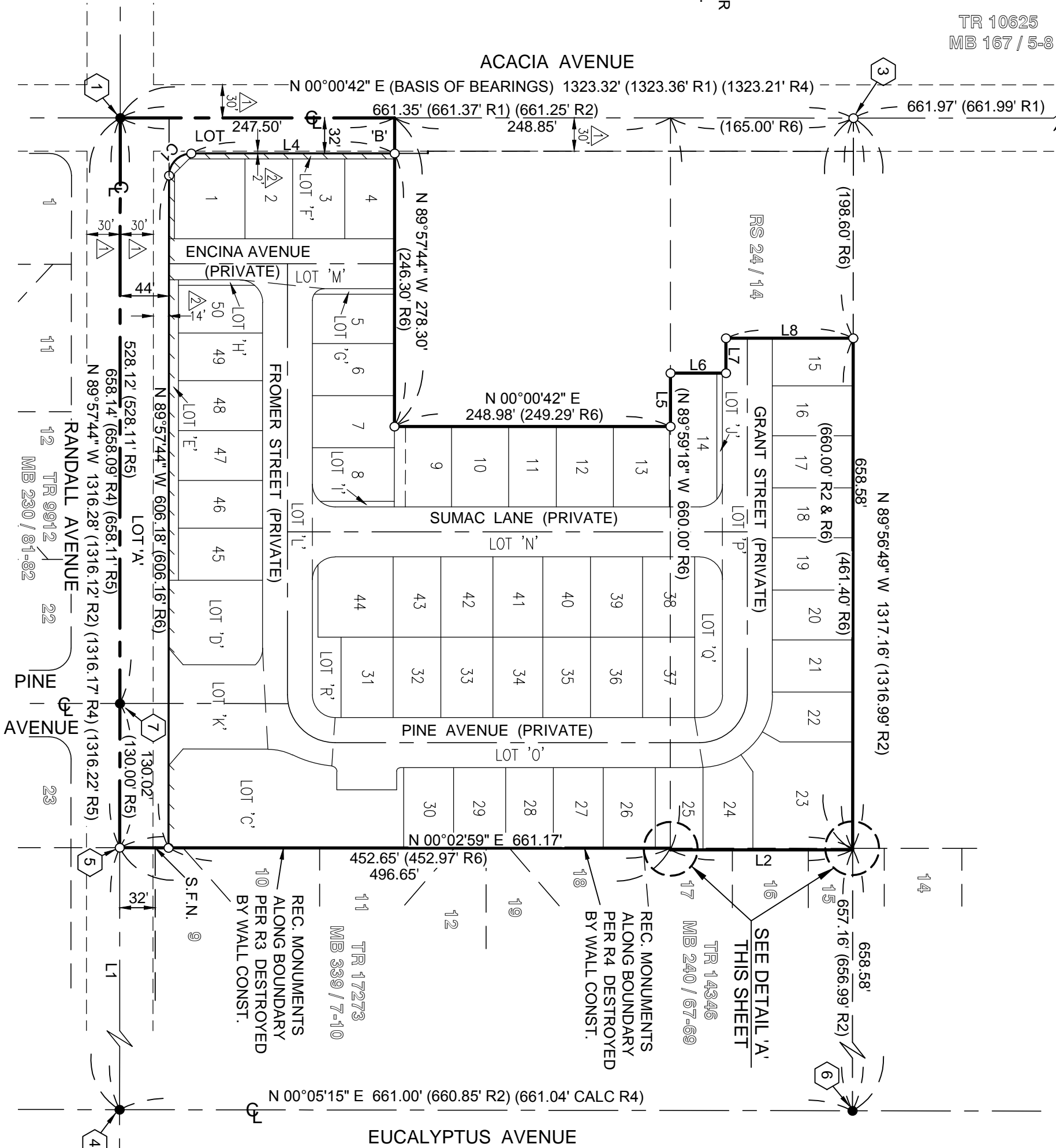
BEING A SUBDIVISION OF A PORTION OF THE SOUTH ONE-HALF OF LOT 148 OF THE MAP OF THE TOWN OF RIALTO AND ADJOINING SUBDIVISIONS AS SHOWN BY MAP ON FILE IN BOOK 4, PAGE 11 OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.

(SEC. 13, T.15, R.5W., S.B.M.)

BLAINE A. WOMER CIVIL ENGINEERING, INC.

OCTOBER, 2018

LINE	BEARING	DISTANCE	CURVE	RADIUS	LENGTH	DELTA	TANGENT
L1	N 89°57'44" W	658.14	C1	20.00'	31.41'	89°58'26"	19.99'
L1(R3)		(658.08)	C1(R6)	(20.00')	(31.41')	(89°58'24")	(19.99')
L1(R4)		(658.08)					
L1(R5)		(658.11)					
L2	N 00°00'42" E	164.52					
L2(R2)		(164.87)					
L2(R6)		(164.37')					
L3	N 89°59'18" W	1.53'					
L3(R6)		(1.54)					
L4(R6)	(N 00°00'42" E)	(183.51)					
L5(R6)	(N 89°59'18" W)	(48.30)					
L6(R6)	(N 00°00'42" E)	(50.00)					
L7(R6)	(N 89°59'18" W)	(31.40)					
L8	N 00°00'42" E	114.86					
L8(R6)	(N 00°00'42" E)	(114.81)					





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER NO. 1 AND
 CHANGE ORDER NO. 2 FOR THE RESERVOIR R2-3 SITE
 IMPROVEMENTS AND MODIFICATIONS CONSTRUCTION PROJECT
 FOR G.M. SAGER CONSTRUCTION COMPANY, INC.

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.

The District has filed a claim with our insurance company to see if they will be providing funds for the project. The insurance company has reviewed the documentation and funding will be provided.

DISCUSSION:

On September 18, 2018, the District entered into a contract with G.M. Sager Construction Company, Inc. (“G.M. Sager”) for the construction of the Reservoir R2-3 Site Improvements and Modifications Capital Improvement Project. Since their contract was established, G.M. Sager has successfully conducted the scope of work and provided deliverables as stated in the contract.

While demolishing, grading, and preparing the site for improvements, the Contractor encountered the following unforeseen items that needed to be added to the scope of work and adjusted in the field to complete the project:

- Increase the 24-inch RCP installed by 7 linear feet
- Coordinate and add new PVC pipe sleeve for the 8-inch Schedule 40 Drain Pipe installed crossing the existing site piping
- Increase Cut Off Wall bid item by 3 cubic yards
- Decrease Pavement bid item by 505 square feet
- Decrease Curb and Gutter bid item by 17 linear feet
- Eliminate the unused project allowance for a credit
- Eliminate seal coat from project scope

- Complete the replacement for the R2-3 Site Fencing

G.M. Sager has submitted Change Order No. 1 and Change Order No. 2 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 Reservoir R2-3 Site Upgrades and V-Ditch and Catch Basin Repairs. Change order No. 1 will decrease the contract amount by \$58,822.83 and Change Order No. 2 will increase the contract amount by \$54,225.00 for a total of \$323,867.17. A copy of Change Order No. 1 is attached as **Exhibit A**. A copy of Change Order No. 2 is attached as **Exhibit B**. Sufficient funds are available in the project budget to cover the cost of Change Order No. 1 and Change Order No. 2. A summary of the requested change orders is as follows:

Capital Improvement Project Name	G.M. Sager Contract Price	Change Order No. 1	Change Order No. 2	New Contract Price
Reservoir R2-3 Site Upgrades and V-Ditch and Catch Basin Repairs	\$328,465.00	(\$58,822.83)	\$54,225.00	\$323,867.17

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve and authorize the General Manager to execute the necessary documents for Change Order No. 1 and Change Order No. 2 for the Reservoir R2-3 Site Improvements and Modifications Construction Capital Improvement Project in the amounts of (\$58,822.83) and \$54,225.00, respectively.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - G.M. Sager Construction Company Inc. Change Order No. 1
2. Exhibit B - G.M. Sager Construction Company Inc. Change Order No. 2

MEETING HISTORY:

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: G.M. Sager Construction Company, Inc.
1380 S. East End Ave.
Pomona, CA 91766

PROJECT: Reservoir 2-3 Site Improvements

Change Order No. 1 Agreement Date: 9/18/18

Date: 8/2/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Increase the 24-inch RCP installed by 7 linear feet at the linear foot costs provided in the bid (\$250/LF)	\$1,750.00	
2. The addition of a PVC pipe sleeve for the 8-inch Schedule 40 Drain Pipe installed as it crosses the existing site piping	\$675.92	
3. Increase Project A Cut off Wall bid item by 3 CY at the cubic yard cost provided in the bid (\$800/CY)	\$2,400.00	
4. Decrease Project A Pavement bid item by 505 square feet at the square foot costs provided in the bid (\$14/SF)		(\$7,070.00)
5. Decrease Project B Curb and Gutter bid item by 17 linear feet at the linear foot costs provided in the bid (\$70/LF)		(\$1,190.00)
6. Eliminate Project A Concrete Protection Slab bid item in its entirety		(\$27,600.00)
7. Eliminate the unused project allowance for a Credit		(\$25,000.00)
8. Eliminate seal coat from project scope		(\$2,788.75)
Total, for Item I	\$4,825.92	+ (\$63,658.75)
TOTAL FOR CHANGE ORDER NO. 1	(\$58,822.83)	

II. CONTRACT TIME

1. **Increase** in the contract duration by 28 Consecutive Calendar Days

III. JUSTIFICATION:

1. In order to maintain the locations of the catch basin and energy dissipater as shown on the plans the linear footage of 24-inch RCP was increased by approximately 7 linear feet (rounding up) at the linear foot costs provided in the bid.
2. Due to the elevations of the existing piping on-site the 8-inch site drain was installed with a 20 foot long 12-inch diameter PVC sleeve at the drain crossing with a currently unused portion of tank site piping.
3. Due to the redesign issued with the Delta 1 plans the Cut Off wall quantity was increased by 3 cubic yards at the square foot costs provided in the bid
4. Due to the redesign issued with the Delta 1 plans the Pavement for the access road was decreased by 505 square feet at the square foot costs provided in the bid.
5. Due to the redesign issued with the Delta 1 plans the curb and gutter for the access road was decreased by 17 linear feet at the linear foot costs provided in the bid.
6. Due to the redesign issued with the Delta 1 plans the necessity of for the Concrete Protection slab was eliminated and the associated costs provided in the bid.
7. Within the bid schedule a project allowance of \$25,000.00 was included however the need to utilize this allowance during the project was not needed and the costs are to be credited back to the project.
8. Per instruction from the manufacturer the AC Seal Coat required the AC pavement to cure for a duration no less than 6 months. Due to the extent of this cure time duration, the seal coat was requested to be deducted from the scope of work and the costs to provide this work onsite was to be credited back to the project.
9. Increase in the contract duration by 28 Calendar Days.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>328,465.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>328,465.00</u>
Contract Price Due to This Change Order will be <u>Decreased</u> By:	\$ <u>58,822.83</u>
New Contract Price, including This Change Order	\$ <u>269,642.17</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>28</u> Working Days
Date of Completion of All Work	<u>May 20th, 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

EXHIBIT B

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: G.M. Sager Construction Company, Inc.
1380 S. East End Ave.
Pomona, CA 91766

PROJECT: Reservoir 2-3 Site Improvements

Change Order No. 2 Agreement Date: 9/18/18

Date: 8/29/2019 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Complete the replacement of the Reservoir 2-3 Site fencing	\$54,225.00	\$0.00
Total, for Item I	\$54,225.00	
TOTAL FOR CHANGE ORDER NO. 2	\$54,225.00	

II. CONTRACT TIME

- 1. **Increase** in the contract duration by 0 Consecutive Calendar Days

III. JUSTIFICATION:

- 1. Complete the replacement of the Reservoir 2-3 Site fencing including:
 - a. Removing the existing fence and footings and legally dispose.
 - b. Install 6-foot chain link fence with barbed wire in accordance with West Valley Water District Standard Drawing W-16.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>328,465.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>269,642.17</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	\$ <u>54,225.00</u>
New Contract Price, including This Change Order	\$ <u>323,867.17</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>May 20th, 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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER NO. 2 FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT

BACKGROUND:

The West Valley Water District (“District”) has identified a need to improve the Customer Service Foyer and the Administration Foyer. The project goal is to make these areas inviting and comfortable for our customers and the general public with structural and aesthetic enhancements.

This item was presented to the Engineering and Planning Committee on March 15, May 23, and July 12, 2017. At the May 23rd meeting Ruhnau Clarke Architects (“Architect”) was directed by the Engineering and Planning Committee Directors to prepare an update to the Conceptual Design options for both Foyers. These options were presented to the committee on July 12th were Option 2B was selected as the preferred Customer Service Foyer layout and Options 3A and 5A for the Administration Foyer. The Engineering and Planning Committee directed District Staff to have this item considered by the full Board of Directors. This item was presented to the full Board of Directors at the Board Meeting on August 3, 2017. At the August 3rd meeting the Board of Directors selected Options 2B and 3A and authorized the General Manager to negotiate a scope of work and fee with the Architect for a final design services task order based on Board selected options.

On May 29, 2018 the City of Rialto (“City”) approved the drawings for the Foyers Project prepared by the Architect.

District Staff was directed to remove the Administration Foyer from the scope of work and bidding documents. On June 25, 2018 the District Staff and Architect held a meeting to discuss separating the phasing schedule and scope of work Not-In-Contract (“NIC”). The Architect was directed to prepare an updated set of plans and specifications identifying which areas are NIC.

On July 2, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Renovation Project. On July 30, 2018 one (1) bid was received. This item was presented to the Engineering and Planning Committee on August 8, 2018. At the August 8th, 2018 meeting District Staff was directed to re-bid the Customer Service Foyer Renovation Project (“Foyer Project”) and publically advertise in a newspaper.

On September 25, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Project

to general building contractors and eight (8) construction firms. On September 28, 2018 the Bid Notice Inviting Bids for the Foyer Project was published in the San Bernardino County Sun newspaper. On October 30, 2018 four (4) bid were received.

DISCUSSION:

On January 25, 2019, the District entered into a contract with Caltec Corporation for the construction of the Customer Service Foyer Renovation Capital Improvement Project. While demolishing and preparing the site for improvements, the Contractor encountered the following unforeseen items that needed to be added to the scope of work and adjusted in the field to complete the project:

- Provide automatic sliding door at the main entrance in lieu of the manual door
- Coordinate structural changes during demolition
- Coordinate the pony wall required due to difference in existing concrete slab heights
- Omit plam at soffit and paint soffit in lieu of laminate for ease of maintenance
- City of Rialto Plan Check Fees second submittal

The items listed above the original contract amount was required. Caltec Corporation has submitted Change Order No. 2 to cover the cost for this additional work.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W17040 Customer Service Foyer Renovation. This change order will increase the contract amount by \$30,768.64 for a total of \$614,293.30. A copy of Change Order No. 2 is attached as Exhibit A. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$468,049.00	\$0.00	(\$30,768.64)	\$437,280.36
W17040 Customer Service Foyer Renovation	\$0.00	\$30,768.64	\$30,768.64	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve and authorize the General Manager to execute the necessary documents for Change Order No. 2 for the Customer Service Foyer Renovation Construction Capital Improvement Project in the amount of \$30,768.64.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Caltec Corporation Change Order No. 2

MEETING HISTORY:

09/18/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Caltec Corporation
8732 Westminster Blvd. Suite 2
Westminster, CA 92683

PROJECT: West Valley Water District Foyer
Renovation

Change Order No. 2 Agreement Date: January 25, 2019

Date: 09/11/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. COR 01R4 – Automatic Sliding Door – AFO 02R1	\$7,943.48	
2. COR 03R3 – Structural Changes – AFO 04R1	\$18,335.63	
3. COR 12R1 – Add New Pony Wall Assembly – AFO 06	\$4,641.89	
4. COR 13 – Omit Plam at soffit – AFO 03		\$793.36
5. City of Rialto Building Permit Fees BLD 19-1390	\$641.00	
Total, for Item I	\$31,562.00	- \$793.36

TOTAL FOR CHANGE ORDER NO. 1 \$30,768.64

II. CONTRACT TIME

Increased 0 calendar days

III. JUSTIFICATION:

1. COR 01R4 – Providing automatic sliding door at main entrance in lieu of manual door.
2. COR 03R3 – Structural changes required due to unforeseen existing conditions encountered during demolition.
3. COR 12R1 – Pony wall required due to difference in existing slab heights.
4. COR 13 – Paint soffit in lieu of laminate for ease of maintenance.
5. City of Rialto Building Permit Fees BLD 19-1390 Reimbursable to Contractor.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>567,000.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>16,524.66</u>
Contract Price Due to This Change Order will be Increased by	\$ <u>30,768.64</u>
New Contract Price, including This Change Order	\$ <u>614,293.30</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>September 17, 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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE
HIGHLAND AVENUE 30-INCH TRANSMISSION MAIN PROJECT

BACKGROUND:

The West Valley Water District (“District”) requested bids to construct a 30-inch transmission pipeline in Highland Avenue between Pepper Avenue and Oakdale Avenue. This pipeline is a portion of a phased master planned transmission pipeline that will enable the District to utilize additional capacity through the Base Line Feeder transmission pipeline. Water supplied through the Base Line Feeder is boosted into the District’s northern service area.

To address this infrastructure improvement, the District initiated a project that includes construction of a new transmission pipeline and connections to existing waterlines within the existing street right-of-way and paved area.

DISCUSSION:

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.

The District’s Project Manager on the project, Rosa M. Gutierrez, P.E., has confirmed the substantial completion of the Highland Avenue 30-inch Transmission Main Project. Attached as **Exhibit A** is a copy of the certificate of substantial completion.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize staff to file the Notice of Completion for the project.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Notice of Substantial Completion for Highland Avenue 30-Inch Transmission Main

MEETING HISTORY:

08/14/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: West Valley Water District Project: Zone 4 – 30" Transmission Main Highland
 Contractor: Merlin Johnson Construction, Inc Avenue (W15007)
 Project: West Valley Water District
 Manager: Rosa M. Gutierrez, P.E.
 Inspector:

This Certificate of Substantial Completion applies to:

- All Work The following specified portions of the Work:

July 30, 2019

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, Inspector and Construction Manager, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract.

The following documents are attached to and made a part of this Certificate: Punchlist

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY PROJECT MANAGER:		RECEIVED:	RECEIVED:
By: <u></u>	By: <u></u>	By: <u></u>	
(Authorized signature)	(Authorized Signature)	(Authorized Signature)	
Name: <u>ROSA M. GUTIERREZ, P.E.</u>	<u>LOGAN OLDS</u>	<u>Merlin Johnson</u>	
(Print)	(Print)	(Print)	
Title: <u>Project Manager</u>	Title: <u>Assistant General Manager</u>	Title: <u>Contractor</u>	
Date: <u>08/07/19</u>	Date: <u>7 Aug 2019</u>	Date: <u>August 07, 2019</u>	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION
AND CONVEYANCE AGREEMENT WITH LENNAR HOMES OF
CALIFORNIA, INC FOR TRACT 20250

BACKGROUND:

Lennar Homes of California, Inc. (“Developer”) is the owner of land located at the northeast corner of Glen Helen Parkway and Sycamore Creek Drive in the unincorporated area San Bernardino County, known as Tract No. 20250, Rosena Ranch (“Development”), as shown in **Exhibit A**. The Development is part of a master-planned community and contains 78 residential lots requiring water services. In developing this land, the Developer is required to construct a new water main within the tract to allow for new domestic and irrigation connections.

DISCUSSION:

In order to construct the water facilities needed to supply water to the Development, West Valley Water District (“District”) and the Developer wish to enter into a Developer-Installed Water System Infrastructure Installation and Conveyance Agreement (“Agreement”). This Agreement outlines the responsibilities of the Developer in constructing facilities, including insurance, indemnification and bonding requirements as well as conveyance and acceptance of the water system by the District. Attached as **Exhibit B** is a copy of the Water System Infrastructure Installation and Conveyance Agreement for this development.

FISCAL IMPACT:

No fiscal impact to the District.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG:ce

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with Lennar Homes of California, Inc

MEETING HISTORY:

10/09/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A



**PROJECT
LOCATION**

EXHIBIT B

WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of _____ by and between **LENNAR HOMES OF CALIFORNIA, INC** (“Developer”), and **WEST VALLEY WATER DISTRICT** (“District”) who agree as follows:

The Developer is the owner of certain land described as **TRACT 20250** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

In order to provide facilities for a water supply to said land, it is the intention of the parties to this Agreement that the Developer shall furnish and install those water mains, fire hydrants, service laterals, water meters and valves, valve boxes, and all other appurtenant fittings and facilities required for a complete water system to serve the land shown on Exhibit "A".

In order to implement the foregoing and in consideration of the terms and conditions herein contained, the parties further agree as follows:

1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District approved plans known as **WATER IMPROVEMENT PLAN FOR TRACT MAP NO. 20250**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

1.2. The water system design shall be by a Professional Engineer registered in the State of California, and in accordance with the District's most recent Rules and Regulations (the “Rules and Regulations”), the District's Standards for Domestic Water Facilities and Standard Drawings herein included by reference, all applicable District ordinances and policies and all City, County of San Bernardino, State of California, and Federal laws, ordinances, rules, regulations, codes and other legal requirements of all government bodies having jurisdiction over said construction and property (all of the foregoing requirements in this paragraph being collectively referred to herein at times as “Legal Requirements”).

1.3. The District, at Developer's expense, shall review Developer's plans for the purpose of ensuring the adequacy of the design and conformance with the District's standards and specifications. The District reserves the right to add, delete, modify, change or amend any or all the plans and specifications.

1.4. In the event that the property to be developed includes multiple residential, condominiums, commercial or industrial uses, all site plans, grading plans, and any available plumbing plot plans shall be furnished to the District by Developer.

1.5. The District makes no warranties as to the correctness, accuracy or completeness of the plans and specifications. The accuracy, adequacy, suitability, and correctness of the water system design shall be the sole responsibility of the Developer.

2. CONSTRUCTION

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, and all Legal Requirements.

2.2. The performance of this Agreement shall commence within ninety (90) calendar days from the date of this Agreement and shall be completed within one (1) year from the estimated construction start date.

2.3. Time is of the essence in this Agreement; provided that, in the event good cause is shown therefore, the general manager of the District ("General Manager") may extend the time for completion of the water system installation. Any such extension may be granted without the notice to Developer's surety, and extensions so granted shall not relieve the surety's liability on the bond to secure faithful performance of this Agreement. The General Manager shall be the sole and final judge as to whether or not good cause has been shown to entitle Developer to an extension.

2.4. The Developer and its contractor and subcontractors shall attend a preconstruction meeting with the District at the District's headquarters no less than five (5) working days prior to commencement of construction.

2.5. No work on water facilities shall commence prior to the completion of all required curbs and gutters.

3. LICENSES AND PERMITS

3.1. Developer, and all of Developer's contractors and subcontractors warrants it possesses, or shall obtain, and maintain during the term of this Agreement any and all licenses, permits, qualifications, insurance and approval of whatever nature that are legally required of Developer, its contractors, and all subcontractors to practice its profession, skill or business.

3.2. The work to be performed under this Agreement, except meter installations, shall be performed by Developer, or a contractor or subcontractor who is pre-approved by the District and is licensed under the laws of the State of California in the specialty Class of "C-34" Pipeline or Class "A" General Engineering. A copy of the contract between Developer and the selected pre-approved contractor and all subcontractors shall be submitted to the District for review and approval.

3.3. Excavation/resurfacing permits shall be secured by Developer at Developer's expense. Permits/easements to install, maintain and operate water system facilities in private property shall be secured by Developer at Developer's own expense prior to construction.

3.4. Developer shall, at Developer's own expense, be responsible for obtaining and adhering to a National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Board as required for construction or pipeline flushing and disinfection.

4. INSURANCE REQUIREMENTS

4.1. The following insurance requirements have been adopted by the District and shall be applicable to this Agreement. These requirements supersede the insurance requirements set forth in any other reference of the District, and to the extent of any conflict, the specified requirements herein shall prevail.

4.2. Developer shall ensure that Developer's contractors conform to the following insurance requirements and that all required documents are submitted to the District at the time of Agreement submittal: Developer shall ensure that its contractors and all subcontractors shall purchase and maintain insurance in amounts equal to the requirements set forth in (a) through (d) below, and shall not commence work under this Agreement until all insurance required under this heading is obtained in a form acceptable to the District, nor shall Developer allow any contractor or subcontractor to commence construction pursuant to a contract or subcontract until all insurance required of the contractor and any subcontractors has been obtained.

a. General Liability: Developer shall ensure that its contractor and all subcontractors shall maintain during the life of this Agreement, a standard form of either Comprehensive General Liability insurance or Commercial General Liability insurance ("General Liability Insurance") providing the following minimum limits of liability: Combined single limit of \$1.0 million per occurrence for bodily injury, including death, personal injury, and property damage with \$2.0 million minimum aggregate, separate for this project as evidenced by endorsement. The insurance shall include coverage for each of the following hazards: Premises-Operations; Owners and Contractors Protective; Broad Form Property Damage contractual for Specific Contract; Severability of Interest or Cross-Liability; XCU Hazards; and Personal Injury – With the "Employee" Exclusive Deleted.

b. Automotive/Vehicle Liability Insurance: Developer shall ensure that its contractor and all subcontractors shall maintain a policy of automotive/vehicle liability insurance on a commercial auto liability form covering owned, non-owned and hired automobiles providing the following minimum limits of liability: Combined single limit of liability of \$1.0 million per accident for Bodily Injury, Death and Property Damage ("Automotive/Vehicle Liability Insurance").

c. Workers' Compensation Insurance: Developer shall ensure that its contractor and all subcontractors shall provide such workers' compensation insurance with statutory minimum amounts of coverage, as required by the California *Labor Code* and other applicable law, and including employer's liability insurance with a minimum limit of \$1,000,000.00 ("Workers' Compensation Insurance"). Such Workers' Compensation Insurance shall be endorsed to provide for a waiver of subrogation against the District.

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when

combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

4.3. The insurances provided for in Section 4.2 and its subsections above are subject to all of the following conditions:

a. The insurance shall be issued and underwritten by insurance companies acceptable to the District, and shall be licensed by the State of California to do business on the lines of insurance specified. The insurers must also have an "A-" Policyholder's rating" and a "financial rating" of at least Class VII in accordance with the most current A.M. Best's Rating Guide.

b. Developer's contractor and subcontractors may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

c. Any costs associated with a self-insured program, deductibles, or premium rating programs that determine premium based on loss experience shall be for the account of Developer, Developer's contractor and subcontractors, and the District shall not be required to participate in any such loss. If any such programs exist, Developer, Developer's contractor and subcontractors, agree to protect and defend the District in the same manner as if such cost provisions were not applicable.

d. Developer shall ensure that its contractor and all subcontractors shall have presented at the time of execution of the Agreement, the original policies of insurance and a certificate of insurance naming the District as the certificate holder and that such coverage is in force and complies with the terms and conditions outlined herein.

e. If an insurance policy contains a general policy aggregate of less than the minimum limits specified, then the policy coverage shall be written with limits applicable solely to this Agreement, as specified, and shall not be reduced by or impaired by any other claims arising against Developer. These policy limits shall be set forth by separate endorsement to the policy.

4.4. Each such policy of General Liability Insurance and Automotive/Vehicle Liability Insurance shall contain endorsements providing the following:

a. The District, their board members, officers, agents, employees, consultants, and engineers, are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Developer at or upon any of the premises of the District in connection with the Agreement with the District, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations and save for any claims arising from the sole negligence or sole willful misconduct the District.

b. No policy shall be canceled, limited, materially altered, or non-renewed by the insurer until thirty (30) days after receipt by the District of a written notice of such cancellation or reduction in coverage.

c. This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon to cover a loss under this policy.

5. BONDING REQUIREMENTS

5.1. Developer shall generate an engineer's cost estimate based on the water system plans provided to the District. The estimated costs, attached herein as Exhibit "C", will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District. The sole intent and purpose of the engineer's estimate is to establish a cost valuation for bonding purposes only.

5.2. Performance Bond: The Developer's engineers estimate for the **WATER IMPROVEMENT PLAN FOR TRACT MAP NO. 20250**, is **THREE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND 88/100 (\$387,524.88)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount of **THREE HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS AND 88/100 (\$387,524.88)**, equal to 100 percent of the approved Developer's estimate.

5.3. Warranty Bond: The Developer's pre-approved contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved plans (Exhibit "B"). Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a warranty bond beginning on the date of acceptance of the water facilities by the District.

6. MATERIALS

6.1. The water system facilities to be installed pursuant to this Agreement shall become an extension of the distribution system of the District. All materials used must conform to District specifications for such materials pursuant to all applicable Legal Requirements.

7. NOTICES

7.1. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

7.2. Notices required shall be given to the **District** addressed as follows:

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

RE: WATER IMPROVEMENT PLAN FOR TRACT MAP NO. 20250

- 7.3. Notices required shall be given to **Developer** addressed as follows:

LENNAR HOMES OF CALIFORNIA, INC
 ATTENTION: GEOFF SMITH
 980 MENTECITO DRIVE, SUITE 206
 CORONA, CA 92879
 RE: WATER IMPROVEMENT PLAN FOR TRACT MAP NO. 20250

- 7.4. Notices required shall be given to **Surety** addressed as follows:

SURETY NAME:
 ATTN TO:
 ADDRESS
 RE: WATER IMPROVEMENT PLAN FOR TRACT MAP NO. 20250

7.5. Provided that any party or Surety may change such address by notice in writing to the other party, and thereafter, notices shall be addressed and transmitted to the new address.

7.6. The Developer or its contractor shall provide the District forty-eight (48) hours advance notice of request for inspection or testing.

- 7.7. The District is closed on the holidays listed in Exhibit "D".

8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES

8.1. Upon acceptance of the insurance and aforementioned bonds and/or irrevocable letters of credit in the amounts provided herein and approval by the District and upon payment of all applicable charges, the Agreement shall be signed by Developer and the District. The District shall return an original copy of the signed Agreement with a letter to Developer giving notice to proceed to construct the water system facilities.

9. INSPECTION

9.1. It is understood that the sole purpose and intent of the District's inspection and testing is to validate that the materials, workmanship, and construction of the water facilities are in compliance with the District-approved final plans, the District's Rules and Regulations, the Standards for Domestic Water Facilities, the Standard Drawings, and all other applicable District requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order

the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

9.3. All work and materials shall be subject to inspection, testing, and acceptance by the District at Developer's expense. In the event Developer arranges to have materials fabricated for the project, Developer may be required to arrange for the District to inspect that material during fabrication at Developer's expense.

9.4. All material fabrications shall be preapproved by the District and must conform to District standards and specifications.

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees, warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

10. TESTING AND DISINFECTION

10.1. All water system facilities and components constructed pursuant to this Agreement shall adhere to all requirements for testing, disinfection, and flushing pursuant to District standards and Legal Requirements.

11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES

11.1. Developer accepts the responsibility for and the costs occasioned by any reconstruction, relocation, damages to, or changes of water services or facilities caused or contributed to directly or indirectly by any subsequent changes in the location of any of said facilities or water meters or water services.

12. AS-CONSTRUCTED DOCUMENTATION

12.1. In order for the District to accept the facilities, Developer shall provide all required documentation as specified in the Standards for Domestic Water Facilities, including As-Built drawings.

13. INDEMNIFICATION

13.1. Developer hereby agrees to and shall protect, defend, indemnify and hold the District and its board members, officers, agents, employees, and engineers free and harmless from any and all liability losses, damages, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interests, court costs, attorney's/legal fees, and all other expenses incurred by the District arising in favor of any party, including claims, liens, debts, demands for lost wages or compensation, personal injuries, including employees or the District, death or damages to property (including property of the District) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the obligations herein undertaken or out of the operations conducted by Developer save and except claims or litigation arising through the sole negligence or sole willful misconduct of the District or the District's agents and employees. Developer shall investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at the sole expense of Developer even if the claim or claims alleged are groundless, false or fraudulent. Developer agrees to, and shall defend the District and its members, directors, officers, agents, employees, and engineers from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

a. That the District does not and shall not waive any rights against Developer which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the District, or the deposit with District by Developer, or any of the insurance policies described in this Agreement.

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

13.2. Neither Developer nor any of Developer's agents, contractors or subcontractors are, or shall be, considered to be agents of the District in connection with the performance of Developer's obligations under this Agreement.

14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK

14.1. If, within a period of two years after final acceptance of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work done under this Agreement, fails to fulfill any of the requirements of this Agreement or the specifications referred to herein, Developer shall, without delay and without any cost to District, repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work structure. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation as determined by the District in the exercise of its sole discretion require repair, replacement or reconstruction before Developer can be notified, District may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to the District the actual cost of such repairs.

15. COSTS AND FEES

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full prior to the execution of this Agreement and before construction can take place.

15.2. Any additional costs and fees shall be paid in full prior to conveyance and acceptance of the water system.

16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM

16.1. Upon completion of the water system in accordance with the approved water plans and submission of the required documentation, the Developer shall convey the water system to the District.

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish an irrevocable letter of credit to the District or a warranty bond (One Hundred (100%) of Developer's estimate) for a period of two years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, labor, equipment, and materials, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with San Bernardino County Recorder, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers, Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the conveyance agreement accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

17. PERMANENT WATER SERVICE

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have

been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

18. BREACH OR DEFAULT OF AGREEMENT

18.1. If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extension thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged as bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer, or any of Developer's contractors, subcontractors, agents or employees, should violate any of the provisions of this Agreement, the District's General Manager or the General Manager's designee may serve written notice upon Developer and Developer's surety of breach of this Agreement, or of any portion therefore, and default of Developer.

18.2. In the event of any such notice, Developer's surety shall have the duty to take over and complete the work and the improvement herein specified; provided, however, that if the surety, within five (5) days after the serving upon of such notice of breach, does not give the District written notice of its intention to take over the performance of the contract, and does not commence performance thereof within five (5) days after notice to the District of such election, District may take over the work and prosecute the same to completion, by contract or by any other method District may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to the District for any excess cost or damages occasioned District thereby; and, in such event, District, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefore.

19. SUCCESSORS BOUND

19.1. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective legal representatives, successors, heirs, and assigns.

20. ENFORCEMENT OF PROVISIONS

20.1. The District's failure to enforce any provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

[CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

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

Date: _____

DEVELOPER:

LENNAR HOMES OF CALIFORNIA, INC

By: **LENNAR HOMES OF CALIFORNIA, INC**
a California Corporation

By: _____
Geoff Smith
Authorized Agent

Date: _____

Exhibit A

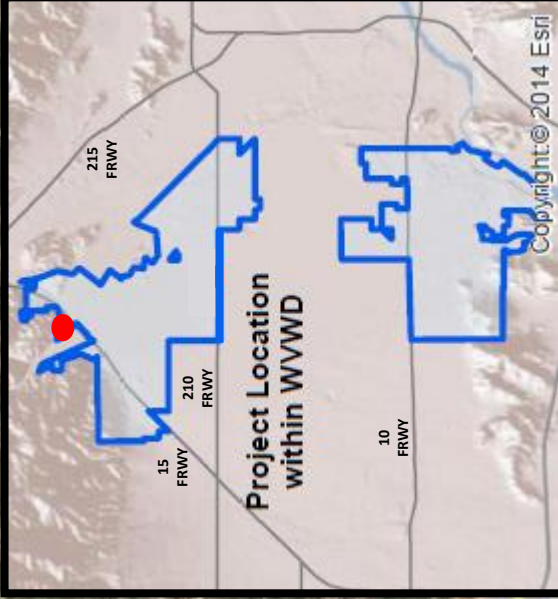
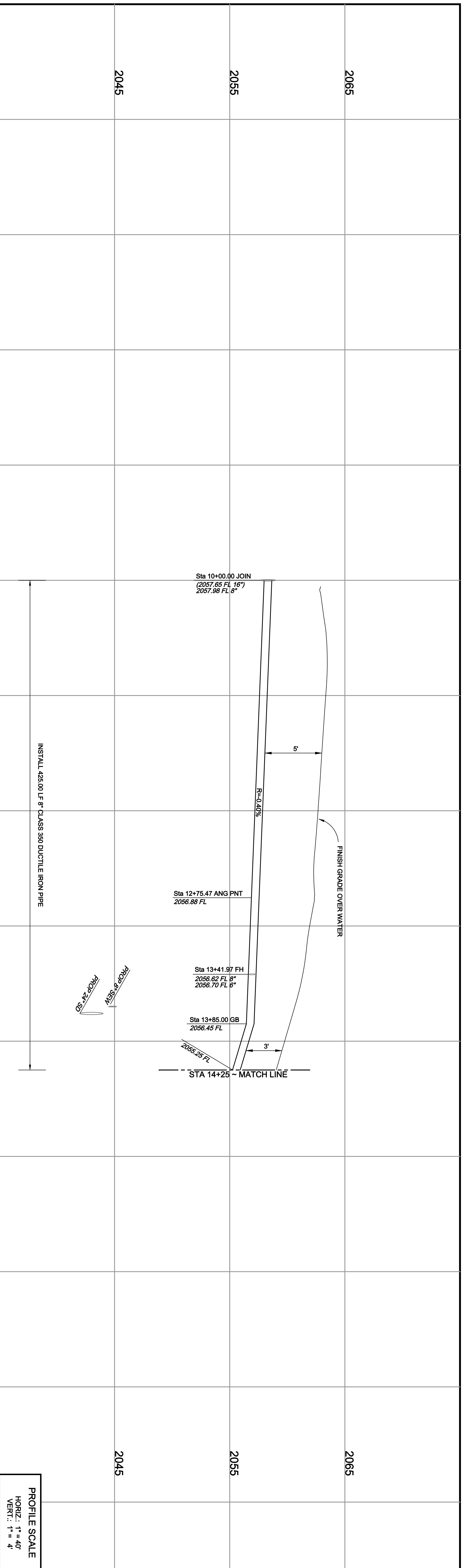


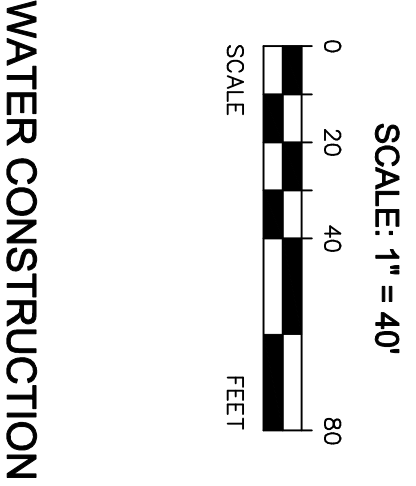
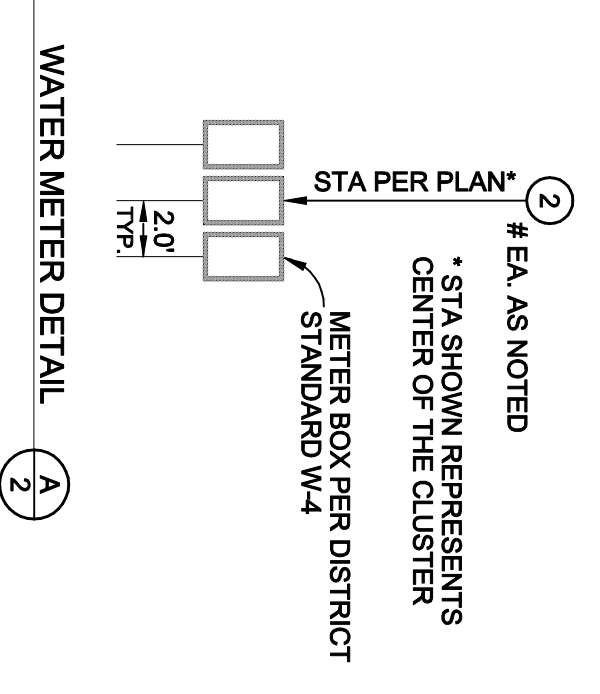
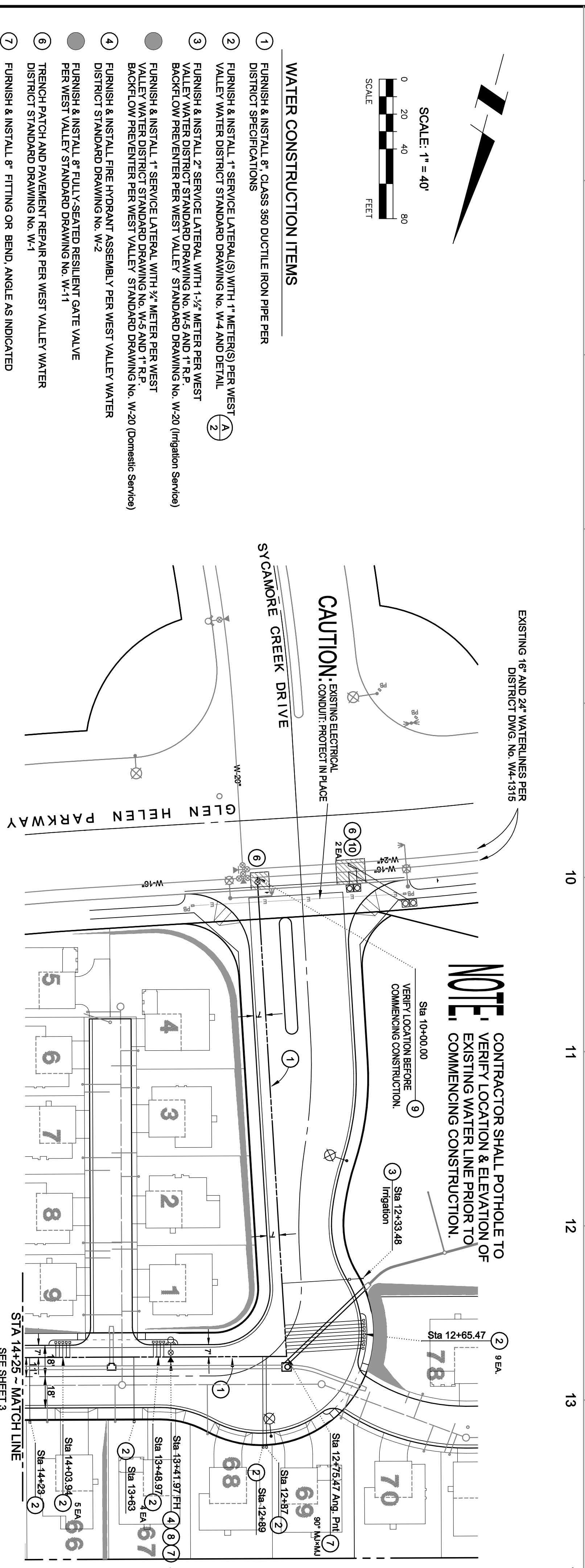
Exhibit A
TRACT 20250



Exhibit B



PROFILE SCALE
 HORIZ.: 1" = 40'
 VERT.: 1" = 4'

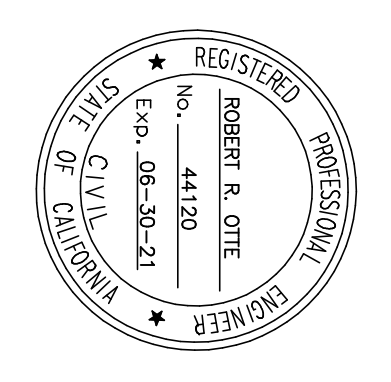


WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 8" CLASS 390 DUCTILE IRON PIPE PER DISTRICT SPECIFICATIONS
- 2 FURNISH & INSTALL 1" SERVICE LATERAL(S) WITH 1' METERS PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-4 AND DETAIL
- 3 FURNISH & INSTALL 2" SERVICE LATERAL WITH 1-1/2' METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-5 AND 1" R.P. BACKFLOW PREVENTER PER WEST VALLEY STANDARD DRAWING No. W-20 (Irrigation Service)
- 4 FURNISH & INSTALL 1" SERVICE LATERAL WITH 1/2' METER PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-5 AND 1" R.P. BACKFLOW PREVENTER PER WEST VALLEY STANDARD DRAWING No. W-20 (Domestic Service)
- 5 FURNISH & INSTALL FIRE HYDRANT ASSEMBLY PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-2
- 6 FURNISH & INSTALL 8" FULLY SEATED RESILIENT GATE VALVE PER WEST VALLEY STANDARD DRAWING No. W-11
- 7 TRENCH PATCH AND PAVEMENT REPAIR PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-1
- 8 FURNISH & INSTALL 8" FITTING OR BEND, ANGLE AS INDICATED DISTRICT STANDARD DRAWING No. W-3A & W-3B
- 9 CONSTRUCT CONCRETE THRUST BLOCK PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-3A & W-3B
- 10 FURNISH AND INSTALL 16" x 8" TAPPING SLEEVE WITH 8" R.S. GATE VALVE AND 1" SERVICE LATERAL PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-28
- 11 FURNISH AND INSTALL NEW 4" AIR VALVE PER WEST VALLEY WATER DISTRICT STANDARD DRAWING No. W-6B, SALVAGE EXISTING AIR VALVE AND LID AS DIRECTED BY WWD INSPECTOR

* ALL DUCTILE IRON JOINTS AND FITTINGS SHALL BE MECHANICALLY RESTRAINED PER PLAN.
 * DUCTILE IRON PIPE SHALL BE RESTRAINED PER WEST VALLEY STANDARD DRAWING No. W-30.
 * INSPECTOR SHALL DETERMINE IN FIELD IF ADDITIONAL THRUST BLOCKS OR RESTRAINTS ARE REQUIRED.

Underground Service Alert
 Call: TOLL FREE
 1-800-227-2600
 TWO WORKING DAYS BEFORE YOU DIG



BENCHMARK: 04288 (Rialto)
 LOCATION: CITY OF PALM TO BRASS DISC SET IN TOP OF SOUTHERN CURB OF RIVERSIDE AVENUE, 224 SOUTH OF CENTRALINE OF RIVERSIDE AVENUE, 0.25 MILES EAST OF CENTRALINE OF SIERRA AVENUE, 0.1 MILES NORTH OF CENTRALINE OF TERRA VISTA DRIVE
 ELEVATION: 1924.292 (04/01/89)

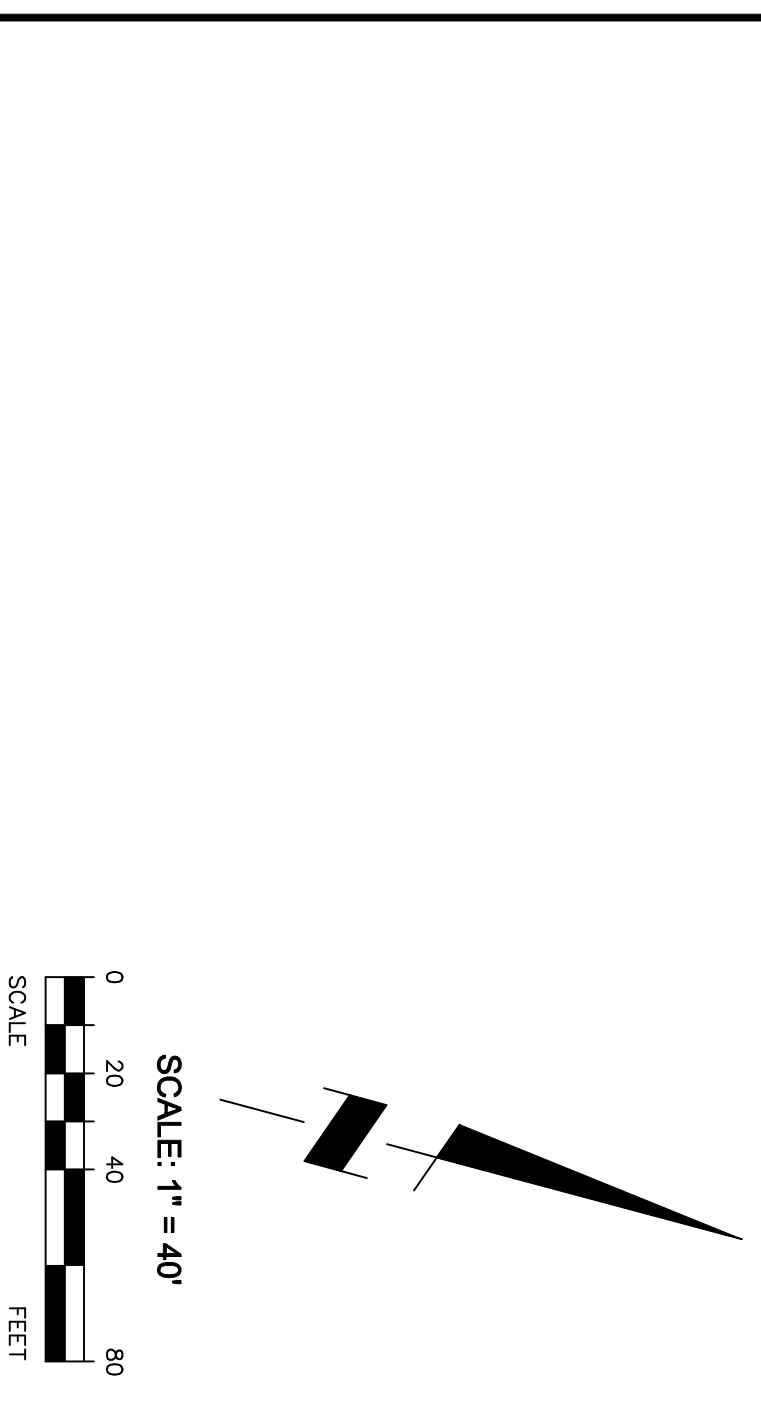
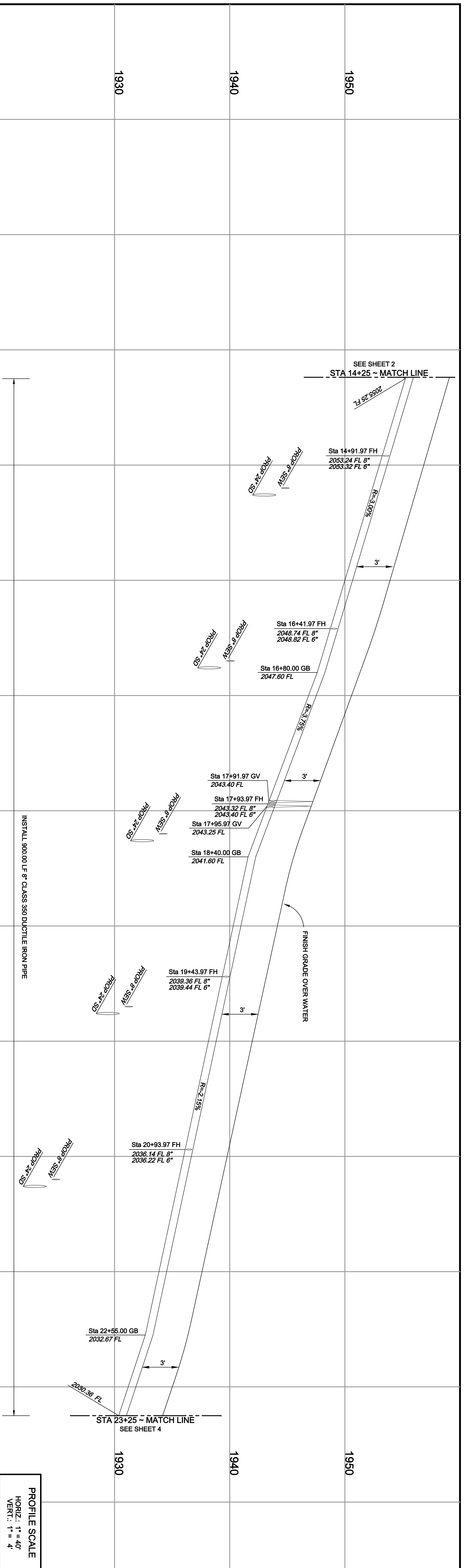
PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUPE, INC.
 575 E. CARBON DRIVE
 COALTON, CA 95224-3000
 TEL: (909) 370-9811 FAX: (909) 370-1511
 E-mail: ote@optpal.com
 19 AUGUST 2019 DATE

MARK	DESCRIPTION	APPR.	DATE

WEST VALLEY WATER DISTRICT
 DESIGNED BY: R. OTTE
 DRAWN BY: R. OTTE
 CHECKED BY: J. BERKELEY

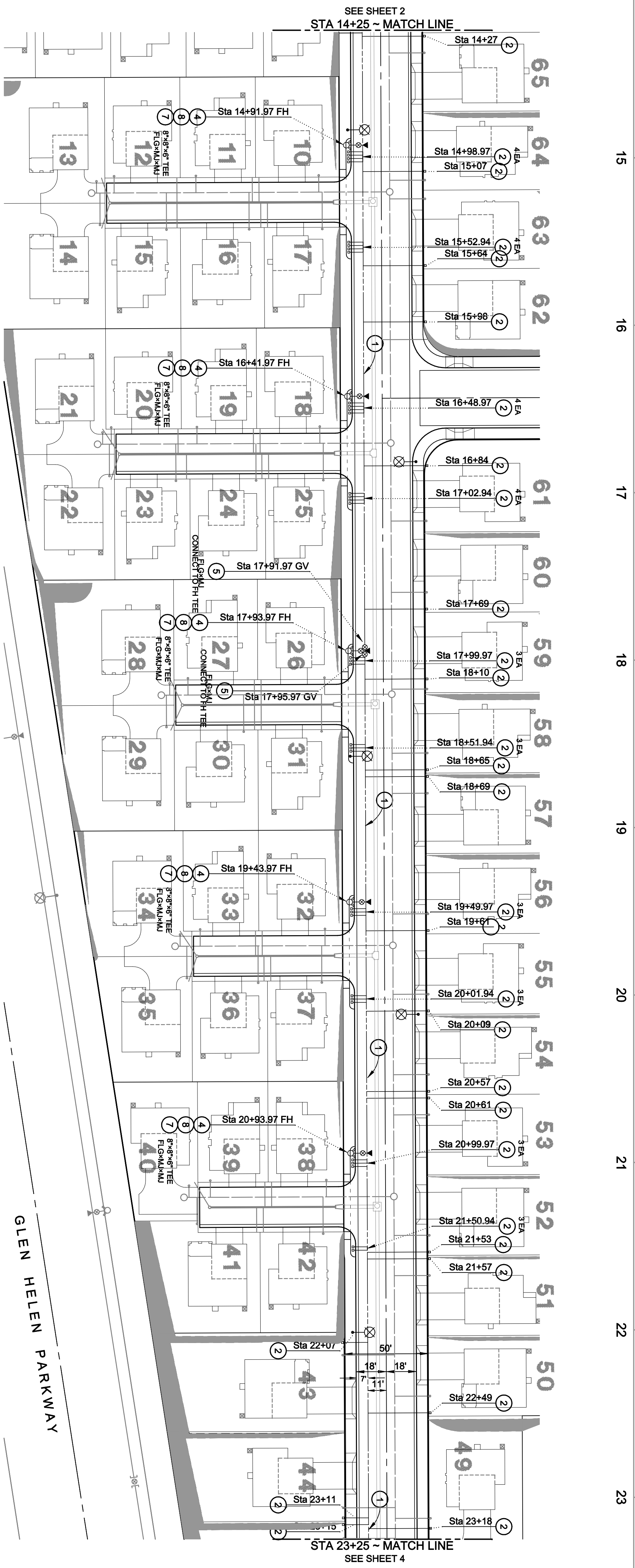
WATER IMPROVEMENT PLANS
 ROAD NO.:
 FILE NO.:
 SHEET 2 of 4

DRAWING D20002 / PRESSURE ZONE: 8



WATER CONSTRUCTION ITEMS

- 1 FURNISH & INSTALL 8" CLASS 360 DUCTILE IRON PIPE PER DISTRICT SPECIFICATIONS
- 2 FURNISH & INSTALL 1" SERVICE LATERAL(S) WITH 1" METERS) PER WEST VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 3 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 4 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 5 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 6 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 7 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 8 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2
- 9 VALLEY WATER DISTRICT STANDARD DRAWING NO. W-4 AND DETAIL (A) 2



Underground Service Alert

Call: TOLL FREE
1-800-227-2600

TWO WORKING DAYS BEFORE YOU DIG

BENCHMARK: 04288 (Ratio)

LOCATION:
CITY OF PALM TO BRASS DISC SET IN TOP OF SOUTHERLY CURB OF RIVERSIDE AVENUE, 224 SOUTH OF CENTRALINE OF RIVERSIDE AVENUE, 0.25 MILES EAST OF CENTRALINE OF SIERRA AVENUE, 0.1 MILES NORTH OF CENTRALINE OF TERRA VISTA DRIVE

ELEVATION: 1924.292 (04/01/89)

PLANS PREPARED UNDER THE SUPERVISION OF
OTTE-BERKELEY GROUPE, INC.
575 E. CARBON DRIVE
COALTON, CA 95224-3000
TEL: (909) 370-9111 FAX: (909) 370-1511
E-mail: rob@ottepal.com

19 AUGUST 2019

MARK	DESCRIPTION	APPR.	DATE

WEST VALLEY WATER DISTRICT

DESIGNED BY: R. OTTE
DRAWN BY: R. OTTE
CHECKED BY: J. BERKELEY

APPROVED BY: _____
DATE: _____

WATER IMPROVEMENT PLANS

ROAD NO.: _____
FILE NO.: _____
SHEET 3 of 4

WATER LINE A
Tract Map No. 20205
Rosaena Ranch

WORK ORDER NO.: _____

DRAWING D20002 / PRESSURE ZONE: 8

Exhibit C

OPINION OF PROBABLE COST

Prepared by
Otte-Berkeley Groupe, Inc.

WATER IMPROVEMENTS

Item	Description	Quantity	Unit	Unit \$	Total \$
3.0 CONSTRUCTION ITEMS					
3.01	Install 8" Class 350 Ductile Iron Pipe	1,676	LF	\$90.00	\$150,840.00
3.02	Install 1" Water Service Lateral with 1" Water Meter per West Valley Water District Standard Drawing No. W-4	78	EA	\$1,500.00	\$117,000.00
3.03	Install 2" Water Service Lateral with 1½" Water Meter per West Valley Water District Standard Drawing No. W-5 & 1" Reduced Pressure Backflow Preventer per West Valley Water District Standard Drawing No. W-20 (Irrig. Service)	1	EA	\$5,000.00	\$5,000.00
3.03A	Install 1" Water Service Lateral with ¾" Water Meter per West Valley Water District Standard Drawing No. W-5 & 1" Reduced Pressure Backflow Preventor per West Valley Water District Standard Drawing No. W-20 (Domm. Service)	1	EA	\$4,000.00	\$4,000.00
3.04	Install Fire Hydrant Assembly per West Valley Water District Standard Drawing No. W-2	7	EA	\$2,300.00	\$16,100.00
3.05	Install 8" Fully-Seated Resilient Flanged Gate Valve	2	EA	\$1,200.00	\$2,400.00
3.06	Construct Trench Patch and Pavement Repair per West Valley Water District Standard Drawing No. W-1	360	SF	\$10.00	\$3,600.00
3.07	Install Fitting or Bend, Angle as Indicated on Plan	9	EA	\$300.00	\$2,700.00
3.08	Construct Concrete Thrust Block per West Valley Water District Standard Drawing Nos. W-3A & W-3B	11	EA	\$100.00	\$1,100.00
3.09	Install 16' x 8" tapping outlet with 8" R.S. Gate Valve and Hot Tap connection to existing 16" Water Main	2	EA	\$5,000.00	\$10,000.00
3.10	Install 4" Air Valve Assembly per West Valley Water District Standard Drawing No. W-6B	2	EA	\$3,500.00	\$7,000.00
Construction Total					\$319,740.00
Clean up					\$3,197.40
Sub Total					\$322,937.40
Contingency at 20%					\$64,587.48
Total					\$387,524.88

Exhibit D

BOARD OF DIRECTORS

Dr. Michael Taylor
President, Board of Directors
Kyle Crowther
Vice President, Board of Directors
Dr. Clifford O. Young, Sr.
Director
Greg Young
Director
Donald Olinger
Director
Crystal L. Escalera
Board Secretary



ESTABLISHED AS A PUBLIC AGENCY IN 1952
WEST VALLEY WATER DISTRICT'S MISSION IS TO PROVIDE A RELIABLE,
SAFE-DRINKING WATER SUPPLY TO MEET OUR CUSTOMERS' PRESENT
AND FUTURE NEEDS AT A REASONABLE COST AND TO PROMOTE
WATER-USE EFFICIENCY AND CONSERVATION.

ADMINISTRATIVE

3.8.b

Clarence C. Mansell, Jr.
General Manager
Ricardo Pacheco
Assistant General Manager
Jeremiah Brosowske
Assistant General Manager
Deborah L. Martinez
*Human Resources and
Risk Manager*
Shamindra K. Manbahal
Chief Financial Officer

2018 HOLIDAY LIST

MONDAY, DECEMBER 24	CHRISTMAS EVE
TUESDAY, DECEMBER 25	CHRISTMAS
MONDAY, DECEMBER 31	NEW YEAR'S EVE

2019 HOLIDAY LIST

TUESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 21	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 18	PRESIDENT'S DAY
MONDAY, MAY 27	MEMORIAL DAY
THURSDAY, JULY 4	INDEPENDENCE DAY
MONDAY, SEPTEMBER 2	LABOR DAY
MONDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 28	THANKSGIVING
FRIDAY, NOVEMBER 29	DAY AFTER THANKSGIVING
TUESDAY, DECEMBER 24	CHRISTMAS EVE
WEDNESDAY, DECEMBER 25	CHRISTMAS
TUESDAY, DECEMBER 31	NEW YEAR'S EVE

2020 HOLIDAY LIST

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: SALARY SCHEDULE AND JOB CLASSIFICATION SCHEDULE FOR FISCAL YEAR 2019-20

BACKGROUND:

The Board previously adopted the Fiscal Year 2019-20 Operating and Capital budgets on June 20, 2019. The salaries for the various job classifications for all employees were accounted for within the budget. However, the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2019-20 was inadvertently omitted and not adopted. Furthermore, no change in the Job Classification Pay has occurred since its effective date of March 21, 2019. No change in the Salary Schedule has occurred since its effective date of October 1, 2018.

DISCUSSION:

A Salary Schedule and Job Classification Pay Schedule should be adopted by resolution prior to the beginning of the next fiscal year as a matter of best practices and in compliance with any state regulations and government code, as well as required by CalPERS. Therefore, it is recommended that a resolution be adopted to memorialize the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2019-20. While the resolution is effective on October 17, 2019, this will not affect any salary adjustments that have occurred since the budget was previously approved prior to July 1, 2019 and the Salary Schedule and Job Classification Pay Schedule has been in effect since October 1, 2018 and March 21, 2019, respectively.

FISCAL IMPACT:

None.

STAFF RECOMMENDATION:

Staff recommends the Salary Schedule and Job Classification Schedule for Fiscal Year 2019-20 to be adopted by Resolution by the West Valley Water District Board of Directors.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

MVC:ce

ATTACHMENT(S):

1. 2018-19 Salary Schedule 10-01-18
2. Salary Reso 2019-29
3. Job Classification Pay Schedule 3-21-19

**WEST VALLEY WATER DISTRICT
SALARY SCHEDULE - EFFECTIVE 10/1/2018**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 22	18.30	18.76	19.22	19.70	20.20	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77
	3,172	3,252	3,331	3,415	3,501	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467
	38,064	39,021	39,978	40,976	42,016	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602
Range 23	18.76	19.22	19.70	20.20	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42
	3,252	3,331	3,415	3,501	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579
	39,021	39,978	40,976	42,016	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954
Range 24	19.22	19.70	20.20	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06
	3,331	3,415	3,501	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690
	39,978	40,976	42,016	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285
Range 25	19.70	20.20	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74
	3,415	3,501	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808
	40,976	42,016	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699
Range 26	20.20	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41
	3,501	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924
	42,016	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093
Range 27	20.70	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12
	3,588	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047
	43,056	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570
Range 28	21.20	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83
	3,675	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170
	44,096	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046
Range 29	21.72	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57
	3,765	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299
	45,178	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586
Range 30	22.26	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31
	3,858	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427
	46,301	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125
Range 31	22.81	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11
	3,954	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566
	47,445	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789
Range 32	23.37	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88
	4,051	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699
	48,610	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390
Range 33	23.96	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71
	4,153	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843
	49,837	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117
Range 34	24.53	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53
	4,252	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985
	51,022	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822

**WEST VALLEY WATER DISTRICT
SALARY SCHEDULE - EFFECTIVE 10/1/2018**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 35	25.15	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39
	4,359	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134
	52,312	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611
Range 36	25.77	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26
	4,467	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285
	53,602	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421
Range 37	26.42	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16
	4,579	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441
	54,954	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293
Range 38	27.06	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06
	4,690	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597
	56,285	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165
Range 39	27.74	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01
	4,808	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762
	57,699	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141
Range 40	28.41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96
	4,924	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926
	59,093	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117
Range 41	29.12	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96
	5,047	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100
	60,570	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197
Range 42	29.83	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96
	5,170	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273
	62,046	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277
Range 43	30.57	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01
	5,299	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455
	63,586	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461
Range 44	31.31	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05
	5,427	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635
	65,125	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624
Range 45	32.11	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16
	5,566	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828
	66,789	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933
Range 46	32.88	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27
	5,699	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020
	68,390	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242
Range 47	33.71	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42
	5,843	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219
	70,117	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634

**WEST VALLEY WATER DISTRICT
SALARY SCHEDULE - EFFECTIVE 10/1/2018**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 48	34.53	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56
	5,985	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417
	71,822	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005
Range 49	35.39	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78
	6,134	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628
	73,611	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542
Range 50	36.26	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78	51.01
	6,285	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628	8,842
	75,421	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542	106,101
Range 51	37.16	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78	51.01	52.28
	6,441	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628	8,842	9,062
	77,293	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542	106,101	108,742
Range 52	38.06	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78	51.01	52.28	53.56
	6,597	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628	8,842	9,062	9,284
	79,165	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542	106,101	108,742	111,405
Range 53	39.01	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78	51.01	52.28	53.56	54.90
	6,762	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628	8,842	9,062	9,284	9,516
	81,141	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542	106,101	108,742	111,405	114,192
Range 54	39.96	40.96	41.96	43.01	44.05	45.16	46.27	47.42	48.56	49.78	51.01	52.28	53.56	54.90	56.24
	6,926	7,100	7,273	7,455	7,635	7,828	8,020	8,219	8,417	8,628	8,842	9,062	9,284	9,516	9,748
	83,117	85,197	87,277	89,461	91,624	93,933	96,242	98,634	101,005	103,542	106,101	108,742	111,405	114,192	116,979
Range 113	29.26	30.32	31.41	32.54	33.71	34.92	36.18	37.48	38.83	40.23	41.68	43.18	44.73	46.34	48.01
	5,072	5,255	5,444	5,640	5,843	6,053	6,271	6,496	6,730	6,973	7,224	7,484	7,753	8,032	8,322
	60,861	63,066	65,333	67,683	70,117	72,634	75,254	77,958	80,766	83,678	86,694	89,814	93,038	96,387	99,861
Range 114	30.73	31.83	32.98	34.16	35.39	36.67	37.99	39.36	40.77	42.24	43.76	45.34	46.97	48.66	50.41
	5,326	5,517	5,716	5,921	6,134	6,356	6,585	6,822	7,067	7,321	7,585	7,859	8,141	8,434	8,738
	63,918	66,206	68,598	71,053	73,611	76,274	79,019	81,869	84,802	87,859	91,021	94,307	97,698	101,213	104,853
Range 115	32.26	33.42	34.63	35.87	37.16	38.50	39.89	41.32	42.81	44.35	45.95	47.60	49.32	51.09	52.93
	5,592	5,793	6,002	6,217	6,441	6,673	6,914	7,162	7,420	7,687	7,965	8,251	8,549	8,855	9,174
	67,101	69,514	72,030	74,610	77,293	80,080	82,971	85,946	89,045	92,248	95,576	99,008	102,586	106,267	110,094
Range 116	33.87	35.09	36.36	37.67	39.02	40.43	41.88	43.39	44.95	46.57	48.25	49.98	51.78	53.65	55.58
	5,871	6,082	6,302	6,529	6,763	7,008	7,259	7,521	7,791	8,072	8,363	8,663	8,975	9,299	9,634
	70,450	72,987	75,629	78,354	81,162	84,094	87,110	90,251	93,496	96,866	100,360	103,958	107,702	111,592	115,606
Range 117	35.57	36.85	38.18	39.55	40.97	42.45	43.98	45.56	47.20	48.90	50.66	52.48	54.37	56.33	58.36
	6,165	6,387	6,618	6,855	7,101	7,358	7,623	7,897	8,181	8,476	8,781	9,096	9,424	9,764	10,116
	73,986	76,648	79,414	82,264	85,218	88,296	91,478	94,765	98,176	101,712	105,373	109,158	113,090	117,166	121,389
Range 118	37.35	38.69	40.08	41.53	43.02	44.57	46.18	47.84	49.56	51.34	53.19	55.11	57.09	59.15	61.28
	6,474	6,706	6,947	7,198	7,457	7,725	8,004	8,292	8,590	8,899	9,219	9,552	9,895	10,252	10,622
	77,688	80,475	83,366	86,382	89,482	92,706	96,054	99,507	103,085	106,787	110,635	114,629	118,747	123,032	127,462

**WEST VALLEY WATER DISTRICT
SALARY SCHEDULE - EFFECTIVE 10/1/2018**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8							
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 119	38.07	39.44	40.86	42.33	43.86	45.44	47.07	48.77	50.52	52.34	54.23	56.18	58.20	60.29	62.47
	6,599	6,836	7,082	7,337	7,602	7,876	8,159	8,453	8,757	9,072	9,400	9,738	10,088	10,450	10,828
	79,186	82,035	84,989	88,046	91,229	94,515	97,906	101,442	105,082	108,867	112,798	116,854	121,056	125,403	129,938
Range 120	39.98	41.42	42.91	44.45	46.05	47.71	49.43	51.21	53.05	54.96	56.94	58.99	61.11	63.31	65.59
	6,930	7,179	7,437	7,705	7,982	8,269	8,567	8,876	9,195	9,526	9,869	10,224	10,592	10,974	11,369
	83,158	86,144	89,245	92,458	95,786	99,235	102,807	106,508	110,342	114,315	118,430	122,694	127,111	131,686	136,427
Range 121	41.97	43.49	45.05	46.67	48.35	50.09	51.90	53.77	55.70	57.71	59.78	61.94	64.17	66.48	68.87
	7,275	7,538	7,809	8,089	8,381	8,682	8,996	9,320	9,654	10,003	10,362	10,736	11,123	11,523	11,937
	87,298	90,459	93,704	97,074	100,568	104,187	107,952	111,842	115,856	120,037	124,342	128,835	133,474	138,278	143,250
Range 122	44.07	45.66	47.30	49.01	50.77	52.60	54.49	56.45	58.49	60.59	62.77	65.03	67.37	69.80	72.31
	7,639	7,914	8,199	8,495	8,800	9,117	9,445	9,784	10,138	10,502	10,880	11,272	11,677	12,098	12,533
	91,666	94,973	98,384	101,941	105,602	109,408	113,339	117,416	121,659	126,027	130,562	135,262	140,130	145,184	150,405
Range 123	46.28	47.94	49.67	51.46	53.31	55.23	57.22	59.28	61.41	63.62	65.91	68.28	70.74	73.29	75.93
	8,022	8,309	8,609	8,920	9,240	9,573	9,918	10,275	10,644	11,027	11,424	11,835	12,261	12,703	13,161
	96,262	99,715	103,314	107,037	110,885	114,878	119,018	123,302	127,733	132,330	137,093	142,022	147,139	152,443	157,934
Range 124	48.59	50.34	52.15	54.03	55.97	57.99	60.08	62.24	64.48	66.80	69.21	71.70	74.28	76.95	79.72
	8,422	8,725	9,039	9,365	9,701	10,051	10,414	10,788	11,176	11,578	11,996	12,428	12,875	13,338	13,818
	101,067	104,707	108,472	112,382	116,418	120,619	124,966	129,459	134,118	138,944	143,957	149,136	154,502	160,056	165,818
Range 125	51.02	52.86	54.76	56.73	58.77	60.89	63.08	65.35	67.70	70.14	72.67	75.28	77.99	80.80	83.71
	8,843	9,162	9,492	9,833	10,187	10,554	10,934	11,327	11,734	12,157	12,596	13,048	13,518	14,005	14,509
	106,122	109,949	113,901	117,998	122,242	126,651	131,206	135,928	140,816	145,891	151,154	156,582	162,219	168,064	174,117
Range 126	53.57	55.50	57.50	59.57	61.71	63.93	66.24	68.62	71.09	73.65	76.30	79.05	81.89	84.84	87.90
	9,285	9,620	9,966	10,325	10,696	11,081	11,481	11,894	12,322	12,766	13,225	13,702	14,194	14,705	15,236
	111,426	115,440	119,600	123,906	128,357	132,974	137,779	142,730	147,867	153,192	158,704	164,424	170,331	176,467	182,832
Range 127	56.25	58.27	60.37	62.55	64.80	67.13	69.55	72.05	74.64	77.33	80.12	83.00	85.99	89.08	92.29
	9,750	10,100	10,464	10,842	11,232	11,636	12,055	12,488	12,937	13,404	13,887	14,386	14,905	15,440	15,997
	117,000	121,202	125,570	130,104	134,784	139,630	144,664	149,864	155,251	160,846	166,650	172,640	178,859	185,286	191,963
Range 128	59.06	61.19	63.39	65.67	68.04	70.49	73.02	75.65	78.38	81.20	84.12	87.15	90.29	93.54	96.90
	10,237	10,606	10,987	11,383	11,793	12,218	12,657	13,112	13,586	14,074	14,581	15,106	15,650	16,213	16,796
	122,845	127,275	131,851	136,594	141,523	146,619	151,882	157,352	163,030	168,896	174,970	181,272	187,803	194,563	201,552
Range 129	62.02	64.25	66.56	68.96	71.44	74.01	76.68	79.44	82.30	85.26	88.33	91.51	94.80	98.21	101.75
	10,750	11,136	11,537	11,953	12,383	12,828	13,291	13,769	14,265	14,778	15,310	15,861	16,432	17,023	17,636
	129,002	133,640	138,445	143,437	148,595	153,941	159,494	165,235	171,184	177,341	183,726	190,341	197,184	204,277	211,640
Range 130	65.12	67.46	69.89	72.40	75.01	77.71	80.51	83.41	86.41	89.52	92.74	96.08	99.54	103.12	106.84
	11,287	11,693	12,114	12,549	13,001	13,469	13,955	14,457	14,977	15,517	16,075	16,654	17,253	17,874	18,519
	135,450	140,317	145,371	150,592	156,021	161,637	167,461	173,493	179,733	186,202	192,899	199,846	207,043	214,490	222,227
GM	106.84	117.52													
	18,519	20,370													
	222,227	244,450													

Annual Safety Boot Reimbursement Amount: Up to \$200.00 and up to 2 times per year with Supervisor Approval

RESOLUTION NO. 2019-29

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
WEST VALLEY WATER DISTRICT
ESTABLISHING THE SALARY SCHEDULE AND JOB CLASSIFICATION PAY
SCHEDULE FOR FISCAL YEAR 2019-20**

WHEREAS, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2018-2019, by the Board of Directors on June 21, 2018; and

WHEREAS, the dollar amounts of the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2019-2020 was included as part of the Fiscal Year 2019-20 Operating and Capital budgets, adopted by the Board of Directors on June 20, 2019; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the West Valley Water District adopts the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2019-20 as attached Exhibit A.

ADOPTED, SIGNED AND APPROVED THIS 17th DAY OF OCTOBER 2019.

**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

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 03/21/2019

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
CLERICAL ASSISTANT/1,000 HOUR	22	\$ 38,064	\$ 53,602	N
FIELD ASSISTANT/1,000 HOUR	22	\$ 38,064	\$ 53,602	N
GIS STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
RECEPTIONIST	22	\$ 38,064	\$ 53,602	N
STUDENT INTERN	22	\$ 38,064	\$ 53,602	N
CUSTOMER SERVICE REP I	24	\$ 39,978	\$ 56,285	N
FIELD OFFICE SPECIALIST I	24	\$ 39,978	\$ 56,285	N
FIELD OPERATIONS SPECIALIST I	24	\$ 39,978	\$ 56,285	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 42,016	\$ 59,093	N
ACCOUNTING SPECIALIST I	28	\$ 44,096	\$ 62,046	N
CUSTOMER SERVICE REP II	28	\$ 44,096	\$ 62,046	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 44,096	\$ 62,046	N
RESEARCH ANALYST	28	\$ 44,096	\$ 62,046	N
WATER SYSTEMS OPERATOR I	30	\$ 46,301	\$ 65,125	N
PURCHASING / INVENTORY SPECIALIST II	30	\$ 46,301	\$ 65,125	N
ACCOUNTING SPECIALIST II	32	\$ 48,610	\$ 68,390	N
CUSTOMER SERVICE REP III	32	\$ 48,610	\$ 68,390	N
FIELD OPERATIONS SPECIALIST II	32	\$ 48,610	\$ 68,390	N
ACCOUNTING SPECIALIST III	34	\$ 51,022	\$ 71,822	N
ENGINEERING TECHNICIAN I	34	\$ 51,022	\$ 71,822	N
ADMINISTRATIVE ASSISTANT	36	\$ 53,602	\$ 75,421	N
CUSTOMER SERVICE LEAD	36	\$ 53,602	\$ 75,421	N
ENG/OPERATIONS COORDINATOR	36	\$ 53,602	\$ 75,421	N
WATER SYSTEMS OPERATOR II	36	\$ 53,602	\$ 75,421	N
ENGINEERING TECHNICIAN II	38	\$ 56,285	\$ 79,165	N
CROSS CONNECT./COMM. ACCT COORD.	40	\$ 59,093	\$ 83,117	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 59,093	\$ 83,117	N
PUBLIC AFFAIRS ANALYST	40	\$ 59,093	\$ 83,117	N
WATER CONSERVATION ANALYST	40	\$ 59,093	\$ 83,117	N
WATER SYSTEMS OPERATOR III	40	\$ 59,093	\$ 83,117	N
ACCOUNTING SPECIALIST LEAD	42	\$ 62,046	\$ 87,277	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 62,046	\$ 87,277	N
ENGINEERING TECH III	42	\$ 62,046	\$ 87,277	N
EXECUTIVE ASSISTANT I	42	\$ 62,046	\$ 87,277	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 65,125	\$ 91,624	N
PLANNER/SCHEDULER	44	\$ 65,125	\$ 91,624	N
ACCOUNTANT	46	\$ 68,390	\$ 96,242	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 68,390	\$ 96,242	N
GIS COORDINATOR	46	\$ 68,390	\$ 96,242	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 68,390	\$ 96,242	N
PURCHASING ANALYST	46	\$ 68,390	\$ 96,242	N
SENIOR ACCOUNTANT	46	\$ 68,390	\$ 96,242	N
DEVELOPMENT COORDINATOR I	46	\$ 68,390	\$ 96,242	N
AUDITOR	48	\$ 71,822	\$ 101,005	N

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 03/21/2019

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
DEVELOPMENT COORDINATOR II	52	\$ 79,165	\$ 111,405	Y
GIS MANAGER	54	\$ 83,117	\$ 116,979	Y
WATER RESOURCE MANAGER	54	\$ 83,117	\$ 116,979	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 83,117	\$ 116,979	N
HUMAN RESOURCES ANALYST	113	\$ 60,861	\$ 99,861	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 60,861	\$ 99,861	N
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 63,918	\$ 104,853	N
ASSISTANT TO THE BOARD SECRETARY	114	\$ 63,918	\$ 104,853	N
BILLING SUPERVISOR	115	\$ 67,101	\$ 110,094	N
CUSTOMER SVC SUPERVISOR	115	\$ 67,101	\$ 110,094	N
ENVIRONMENTAL/CONSERVATION SUPRVSR	115	\$ 67,101	\$ 110,094	N
PURCHASING SUPERVISOR	115	\$ 67,101	\$ 110,094	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 67,101	\$ 110,094	N
ACCOUNTING MANAGER	116	\$ 70,450	\$ 115,606	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 73,986	\$ 121,389	N
ASSOCIATE ENGINEER W/ P.E.	117	\$ 73,986	\$ 121,389	Y
ASSET MANAGER	117	\$ 73,986	\$ 121,389	Y
BOARD SECRETARY	119	\$ 79,186	\$ 129,938	Y
ENGINEERING SERVICE MANAGER	124	\$ 101,067	\$ 165,818	Y
HUMAN RESOURCES & RISK MANAGER	124	\$ 101,067	\$ 165,818	Y
BUSINESS SYSTEMS MANAGER / IT	124	\$ 101,067	\$ 165,818	Y
DISTRICT ENGINEER	124	\$ 101,067	\$ 165,818	Y
OPERATIONS MANAGER	124	\$ 101,067	\$ 165,818	Y
SENIOR ENGINEER	124	\$ 101,067	\$ 165,818	Y
DIRECTOR OF IT AND FINANCE	125	\$ 106,122	\$ 174,117	Y
ASSISTANT CHIEF FINANCIAL OFFICER	126	\$ 111,426	\$ 182,832	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 111,426	\$ 182,832	Y
CHIEF FINANCIAL OFFICER	128	\$ 122,845	\$ 201,552	Y
PUBLIC AFFAIRS MANAGER	128	\$ 122,845	\$ 201,552	Y
ASSISTANT GENERAL MANAGER	130	\$ 135,450	\$ 222,227	Y
GENERAL MANAGER	GM	\$ 222,227	\$ 244,450	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM)			\$ 161.70	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: BUDGET AMENDMENT TO FUND AGREEMENT WITH AEROTEK, INC. FOR TEMPORARY LABOR SERVICES FOR FISCAL YEAR 2019-20

BACKGROUND:

Aerotek's services have continued to be needed since the last fiscal year to fill temporary vacancies due Family Leave, resignations in the Customer Service Center and other purposes. The Family Leaves have ended and the vacancy will be filled by mid-October. However, funding for FY2019-20 services must be approved by the Board.

DISCUSSION:

The Board of Directors is requested to authorize the General Manager to identify salary savings funds in the FY2019-20 Budget and execute a budget amendment to increase funding for the Aerotek, Inc. The Agreement shall not exceed \$50,000 in FY 2019-20 without prior Board Approval.

FISCAL IMPACT:

No fiscal impact. The funding for these temporary positions is derived from salary savings from vacant positions in the existing budget.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the General Manager transfer funds derived from salary savings in the FY2019-20 Budget and execute a budget amendment to provide funding for the Aerotek, Inc. agreement not to exceed \$50,000 without prior Board approval.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. Aerotek Contract



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this 13th day of December, 2018, by and between AEROTEK, INC., a Maryland corporation, ("AEROTEK"), and West Valley Water District ("Client").

BACKGROUND

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual promises contained herein, the parties agree as follows:

1. **TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis not to exceed five (5) years, unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice with or without cause.

2. CONTRACT EMPLOYEES

2.1. **CONTRACT EMPLOYEES DEFINED:** As used throughout this Agreement, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

2.2. **SERVICES:** AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

2.3. **DUTIES:** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. Client agrees to provide site specific training to Contract Employees. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to

such breach, as well as all hours worked by the Contract Employees.

2.4. **CASH HANDLING:** Client agrees that it will not permit any Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

2.5. **MOTOR VEHICLES:** Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

2.6. **INTERNATIONAL TRAVEL:** Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

3. **INDEPENDENT CONTRACTOR STATUS:** With respect to the services provided by AEROTEK, AEROTEK shall be an independent contractor. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. TIME RECORDS AND INVOICES:

AEROTEK Time and Expense shall be the official time record for purposes of payment herein. AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime rates for Contract Employee(s) who work in excess of forty (40) hours per week, or as otherwise required by law, will be billed at the rates listed on Exhibit A, in addition to all applicable sales and other tax, or as otherwise agreed by both parties. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of the Client. Client is solely responsible for ensuring that information submitted to AEROTEK regarding hours worked by Contract Employee(s) is timely and accurate. Client agrees to pay for any and all hours of Sick Leave, as applicable, that has accrued and is paid to Contract Employee while on assignment at Client. In the event Client or Client's Representative fails to timely or accurately affirm the hours worked by Contract Employees or provide adequate systems or reporting to account for all hours, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

5. **PAYMENT DEFAULT:** Payment in full for invoices via check or EFT shall be due within fifteen (15) days from invoice date, at AEROTEK, 3689 Collection Cir. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without



any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment. In the event that there are subsidiaries and/or affiliates of Client that are subject to the terms of this Agreement, and those subsidiaries and/or affiliates become delinquent or are unable to pay AEROTEK according to the terms contained herein, Client shall be liable to AEROTEK for payment of any and all outstanding invoices owed by the subsidiaries and/or affiliates.

6. EXPENSES: Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

7. COLLECTION: Intentionally omitted.

8. BANKRUPTCY: Client agrees that in the event Client files bankruptcy, (i) to the extent AEROTEK pays the salary and other direct labor costs of the Contract Employees it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to AEROTEK prior to bankruptcy, and/or (ii) AEROTEK is the assignee of claims held by such Contract Employees against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by Client to AEROTEK prior to bankruptcy, then AEROTEK has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

9. PURCHASE ORDERS: Payment of AEROTEK invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order [15days/hours] before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.21 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

10. EXPORT CONTROL: Client agrees that it will adhere to all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury. Client further assumes responsibility for Contract Employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this contract, to include the procurement of any licenses required under the ITAR or EAR. Client is responsible for promptly identifying in writing for AEROTEK positions that require access to export controlled data or require AEROTEK provided personnel to participate in the export of controlled information and technologies to foreign persons. Upon notification of applicable export controls, AEROTEK will certify that employees placed in those positions are U.S. persons.

11. RESTRICTIVE COVENANT

11.1. RESTRICTIVE COVENANT - CONVERSION: AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of

this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

11.2. RESTRICTIVE COVENANT - RIGHT TO HIRE: Notwithstanding, the above Section 11.1, if Contract Employee has completed the minimum assignment duration at Client for AEROTEK, pursuant to Exhibit A, there will be no fee for directly hiring the Contract Employee.

11.3. ACCOUNT STATUS: If Client exercises its right to hire a Contract Employee at a time when Client is in breach of Section 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee of 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed the assignment duration outlined in the attached Exhibit A.

12. SUBMITTALS

12.1. RIGHT TO HIRE: Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

12.2. CONTRACT EMPLOYEE PERFORMANCE: Within the initial employment guarantee period as detailed in the attached Exhibit A from any Contract Employee(s) starting date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful and are bona fide in AEROTEK reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

12.3. LIMITATION OF LIABILITY: AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and

Aerotek

supervising the Contract Employees who render these services, AEROTEK shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

13. CLIENT PROPERTY

13.1. WORK PRODUCT: All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

13.2. DAMAGES: AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

13.3. CONFIDENTIALITY: AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

14. NOTICES

14.1. MANNER: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

14.2. ADDRESSEE: A Notice shall be addressed, in the case of AEROTEK, to Assistant Controller--West Region at: 7301 Parkway Dr. Hanover, MD 21076 or, in the case of Client, to West Valley Water District, at 855 W. Baseline, P.O. Box 920, Rialto, CA 92377. If sent by facsimile, a Notice shall be sent to AEROTEK at (410) 579-3106 or to Client at (951) 862-1203.

14.3. DELIVERY: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

14.4. CHANGES: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those

substitute addresses, or facsimile numbers.

15. MISCELLANEOUS:

15.1. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

15.2. REMEDIES CUMULATIVE: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

15.3. ARBITRATION: Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

15.4. DRUG & BACKGROUND SCREENING: If Client requires AEROTEK to perform certain drug and/or background screenings on its candidate(s) and/or Contract Employee(s), the Exhibit B Addendum should be completed and signed by both Client and Aerotek. These screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties.

15.5. ASSIGNMENT: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

15.6. COMPLIANCE: Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

15.7. EQUAL OPPORTUNITY: AEROTEK is an equal opportunity employer and refers Contract Employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state,



and/or local laws, including costs of suit, settlement and attorneys' fees.

16.8. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION: Client represents and warrants that the services to be provided by Contract Employees are not (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act. Client acknowledges and agrees that Client is responsible for (i) prior notification to AEROTEK of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. If it is later determined that such services provide by Contract Employees were in support of a United States, State or Local Government contract, Client agrees to indemnify AEROTEK for any claims, costs or fees which (i) AEROTEK may incur from any misclassification related to such determination; and (ii) result from any inaccuracy of the Client provided wage determination including, but not limited to, the failure to notify AEROTEK that the services provided by Contract Employees are or were required to be paid at a prevailing wage. Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. Further, AEROTEK will charge a ten percent (10%) fee, as liquidated damages for Client's failure to notify AEROTEK that a prevailing wage applies, which will be calculated based on the total difference in the rate for all hours worked.

16.9. AVIATION REGULATIONS: Client represents that none of the services to be performed by any Contract Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Client agrees to be solely responsible for making such determination(s), and Client agrees to indemnify AEROTEK and hold AEROTEK harmless for any claims, costs or damages which may result from the Client's breach of its obligations contained herein.

16.10. HEALTH AND SAFETY: Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all Contract Employees in all applicable safety (IHPP), hazardous communication (SDS information, etc.) ergonomic and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client agrees to document Contract Employee site specific training, which documents the date and type of training conducted. The Client further agrees to promptly provide verification of site specific training upon Aerotek's request. Further, Client agrees to notify AEROTEK if any health and safety medical testing or medical surveillance will be required for Contract Employee. Client agrees to notify AEROTEK of any changes in occupational exposures that would require medical testing or medical surveillance. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client shall provide and require all AEROTEK Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any Contract Employee, and will provide a completed supervisor's report of injury. AEROTEK may perform, if feasible, an inspection of the workplace to conduct its own hazard assessment or to ensure implementation of the Client's safety and health obligations. Client agrees to provide the necessary

and accurate information to complete this assessment. In the event of an accident or other incident involving a Contract Employee, AEROTEK shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

16.11. DATA SECURITY: Client acknowledges and agrees that, in the course of its business relationship with AEROTEK, Client may receive or have access to Sensitive Personal Information of AEROTEK or its Contract Employees, including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, government-issued identification numbers, and other personal identifiers. Client agrees to keep and maintain all Sensitive Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. In addition, Client agrees that it shall use and disclose Sensitive Personal Information solely and exclusively for the purposes for which the Sensitive Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement and not disclose such information to any person or entity without express written consent from AEROTEK.

16.12. DATA SECURITY INCIDENT: In the event a Data Security Incident occurs involving a Contract Employee assigned to Client under this Agreement, Client agrees to report the Data Security Incident to AEROTEK via the following link: <https://infosec.alegisgroup.com>. A Data Security Incident shall be defined to include any matter in which Client equipment is lost or stolen, any sensitive, proprietary or Client confidential information contained on the equipment is improperly transmitted or disclosed or other Data Security Incidents or issues that arise and are caused by Contract Employee(s).

16.13. OTHER REQUIREMENTS: Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

16.14. ANNUAL INFLATION ADJUSTMENT: Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or Contract Employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

16.15. GOVERNING LAW: The laws of the State of California shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

16.16. SEVERABILITY: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.



15.17. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

15.18. HEADINGS: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

15.19. BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

15.20. AMENDMENTS AND MODIFICATIONS: Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

15.21. ENTIRE AGREEMENT: This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

AEROTEK, INC.

By:  _____

Name: John Flores

Title: Senior Account Executive

Date: 12-13-18

Client: West Valley Water District

By:  _____

Name: Clarence C. Mansell, Jr.

Title: General Manager

Date: 12-13-18



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER BUDGET AMENDMENT FOR NON-BUDGETED STATE WATER PROJECT DUE TO AN OFFLINE WELL

BACKGROUND:

Well 54 is the primary source of supply to West Valley Water District's (District) service area in the City of Fontana with approximately 1,400 service connections. Well 54 and its' associated deaeration system were placed in service in August 2019. Entrained air, which has a slight milky appearance to the water, is removed by the deaeration system.

Prior to placing Well 54 back in service, samples were analyzed for general minerals, color, odor, turbidity and total coliform bacteria. Iron and manganese were slightly higher than normal, but not unusual given these minerals are common in groundwater supplies. Elevated levels of either do not pose any known adverse health risks. In fact, both are regularly required by the body as mineral nutrients to stay healthy. However, they do have less than desirable effects on the water color.

DISCUSSION:

District staff started receiving colored water complaints in a neighborhood fed by Well 54 on August 26, 2019. The water from Well 54 was clear, whereas the samples collected from customer's taps had a slight yellow tint to the water. The color was not noticeable in a glass, but noticeable in a white tub or sink filled with water. District staff flushed the neighborhood on August 28, 2019. No colors were observed. Due to increased colored water complaints, approximately 3-4 daily, Well 54 was taken offline on August 29, 2019. The District has turned to using its' backup source, State Water Project (SWP) water from Inland Empire Utilities Agency at a cost of approximately \$73,000 monthly.

In deep wells, where oxygen content is low, the iron/manganese-bearing water is clear and colorless. In such water, the iron is in dissolved form. Chlorine, a widely used water disinfectant, and aeration are oxidizers that have the capability of oxidizing dissolved iron particles in water changing iron to white, then yellow, before precipitating out. As part of the well rehabilitation project, an additional 60 feet of pump column was added to draw water in from deeper water levels. Well 54 has been flushing to waste bringing down the iron levels. The minerals (iron and manganese) levels appear to be trending down. Additional flushing is required.

FISCAL IMPACT:

The purchase of SWP from IEUA was included in the Fiscal Year 2019/20 Operating Budget for one (1) month of supply from Account Number 011-5110-513.50-50 titled "Purchased Water/IEUA" with a budget of \$75,000. Five (5) additional months of SWP supply will require a budget amendment from the general funds in the amount of \$375,000 be transferred to Account Number 011-5110-513.50-50.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors authorize the General Manager to identify funds in the amount of \$375,000 and execute a budget amendment to cover the non-budgeted State Water Project water due to an offline Well 54.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:jc



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE
 RESERVOIR R2-3 SITE IMPROVEMENTS AND MODIFICATIONS
 PROJECT

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.

The District has filed a claim with our insurance company to see if they will be providing funds for the project. The insurance company has reviewed the documentation and funding will be provided.

DISCUSSION:

On September 18, 2018, the District entered into a contract with G.M. Sager Construction Company, Inc. (“G.M. Sager”) for the construction of the Reservoir R2-3 Site Improvements and Modifications Capital Improvement Project. Since their contract was established, G.M. Sager has successfully conducted the scope of work and provided deliverables as stated in the contract.

The District’s Project Manager on the project, Rosa M. Gutierrez, P.E., has confirmed the substantial completion of the Reservoir R2-3 Site Improvements and Modifications Capital Improvement Project. Attached as **Exhibit A** is a copy of the certificate of substantial completion.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize staff to file the Notice of Completion for the project.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Notice of Substantial Completion for Reservoir R2-3 Site Improvements and Modifications

MEETING HISTORY:

10/09/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

CERTIFICATE OF SUBSTANTIAL COMPLETION

Date: 8/7/19 Project Name: Reservoir 2-3 Site Improvements
To: West Valley Water District Project No.: _____
855 W. Base Line Road
Rialto, CA 92377 Contractor: GM Sager Construction Company Inc
Attn: Rosa Gutierrez MBI JN.: 170108
From: Patrick Hanify

DEFINITION

The date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Construction Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

PROJECT OR DESIGNATED PORTION THEREOF, INCLUDED IN THIS CERTIFICATE:

RESERVOIR 2-3 SITE IMPROVEMENTS

The Work performed under this Contract has been reviewed and found to be substantially complete. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as August 7th, 2019 which is also the date of commencement of applicable warranties required by the Contract Documents.

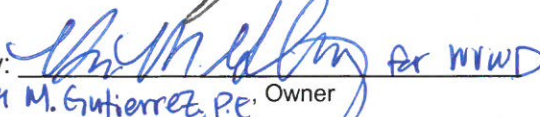
A list of items to be completed or corrected is attached to this Certificate or will be transmitted after completion of the final job walk. The failure to include any items on such a list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. The date of commencement of warranties of items will be the date of Notice of Completion unless otherwise agreed to in writing.

Recommended By: 
Patrick Hanify, Construction Manager

8/7/19
Date

Agreed By: 
G. M. SAGER, Contractor

8-7-19
Date

Acknowledged By:  for WWD
Rosa M. Gutierrez, P.E. Owner

8/07/19
Date

Enclosures: Construction Punch-list

cc:



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AUTHORIZATION TO APPROVE CHANGE ORDER NO. 3 FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT

BACKGROUND:

The West Valley Water District (“District”) has identified a need to improve the Customer Service Foyer and the Administration Foyer. The project goal is to make these areas inviting and comfortable for our customers and the general public with structural and aesthetic enhancements.

This item was presented to the Engineering and Planning Committee on March 15, May 23, and July 12, 2017. At the May 23rd meeting Ruhnau Clarke Architects (“Architect”) was directed by the Engineering and Planning Committee Directors to prepare an update to the Conceptual Design options for both Foyers. These options were presented to the committee on July 12th were Option 2B was selected as the preferred Customer Service Foyer layout and Options 3A and 5A for the Administration Foyer. The Engineering and Planning Committee directed District Staff to have this item considered by the full Board of Directors. This item was presented to the full Board of Directors at the Board Meeting on August 3, 2017. At the August 3rd meeting the Board of Directors selected Options 2B and 3A and authorized the General Manager to negotiate a scope of work and fee with the Architect for a final design services task order based on Board selected options.

On May 29, 2018 the City of Rialto (“City”) approved the drawings for the Foyers Project prepared by the Architect.

District Staff was directed to remove the Administration Foyer from the scope of work and bidding documents. On June 25, 2018 the District Staff and Architect held a meeting to discuss separating the phasing schedule and scope of work Not-In-Contract (“NIC”). The Architect was directed to prepare an updated set of plans and specifications identifying which areas are NIC.

On July 2, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Renovation Project. On July 30, 2018 one (1) bid was received. This item was presented to the Engineering and Planning Committee on August 8, 2018. At the August 8th, 2018 meeting District Staff was directed to re-bid the Customer Service Foyer Renovation Project (“Foyer Project”) and publically advertise in a newspaper.

On September 25, 2018 a Request for Bids (“RFB”) was posted on PlanetBids for the Foyer Project

to general building contractors and eight (8) construction firms. On September 28, 2018 the Bid Notice Inviting Bids for the Foyer Project was published in the San Bernardino County Sun newspaper. On October 30, 2018 four (4) bid were received.

DISCUSSION:

On January 25, 2019, the District entered into a contract with Caltec Corporation for the construction of the Customer Service Foyer Renovation Capital Improvement Project. While demolishing and preparing the site for improvements, the Contractor encountered the following unforeseen items that needed to be added to the scope of work and adjusted in the field to complete the project:

- Adjust exterior concrete flatwork slopes that are incompatible with the installation of the new customer entrance sliding door
- Add tube steel support for stability of the pony wall
- Provide access door at the existing junction box above the ceiling
- Provide wood header for ceiling transition to match existing wood beams between corridor and the customer service back of house
- Remove existing quarry tile discovered under the flooring for installation of the new flooring
- Coordinate the foundation and framing details for the added arch outside of the main entrance

The items listed above the original contract amount was required. Caltec Corporation has submitted Change Order No. 3 to cover the cost for this additional work.

FISCAL IMPACT:

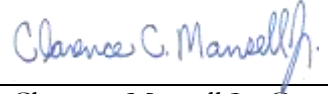
This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the W17040 Customer Service Foyer Renovation. This change order will increase the contract amount by \$23,378.70 for a total of \$637,672.00. A copy of Change Order No. 3 is attached as **Exhibit A**. Additional funds will be needed. The District's budget for Contingency has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
CONT Contingency	\$344,140.70	\$0.00	(\$23,378.70)	\$320,762.00
W17040 Customer Service Foyer Renovation	\$0.00	\$23,378.70	\$23,378.70	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors authorize the General Manager to execute the necessary documents and approve Change Order No. 3 for the Customer Service Foyer Renovation Construction Capital Improvement Project in the amount of \$23,378.70.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Caltec Corporation Change Order No. 3

MEETING HISTORY:

10/09/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Caltec Corporation
8732 Westminster Blvd. Suite 2
Westminster, CA 92683

PROJECT: West Valley Water District Foyer
Renovation

Change Order No. 3 Agreement Date: January 25, 2019

Date: 10/02/2019 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. COR 02R2 – Exterior Concrete Flatwork – RFI 19R2	\$10,617.87	
2. COR 17R1 – Pony Wall Support – AFO 06R1	\$ 1,277.38	
3. COR 18R1 – Access Door – RFI 44	\$ 483.64	
4. COR 19 – Wood Header – RFI 35	\$ 1,594.01	
5. COR 20 – Remove Quarry Tile and Patch – RFI 13R1	\$ 1,405.80	
6. COR 22 – Concrete Footing and Wood Framing	\$ 8,000.00	
Total, for Item I	\$23,378.70	- \$0.00
TOTAL FOR CHANGE ORDER NO. 1	\$23,378.70	

II. CONTRACT TIME

Increased 0 calendar days

III. JUSTIFICATION:

1. COR 02R2 – Exterior flatwork slopes are incompatible with installation of new customer entrance sliding door.
2. COR 17R1 – Adding tube steel support for stability of the pony wall.
3. COR 18R1 – Providing access door at existing junction box above ceiling.
4. COR 19 – Provide wood header for ceiling transition to match existing wood beams between corridor and Customer Service back of house
5. COR 20 – Quarry tile discovered under flooring need to be removed for installation of the new flooring.
6. COR 22 – Coordination of foundation and framing details for added arch outside of the main entrance.

CHANGE TO CONTRACT PRICE:

Original Contract Price	\$ <u>567,000.00</u>
Current Contract Price Adjusted by Previous Change Order(s)	\$ <u>47,293.30</u>
Contract Price Due to This Change Order will be Increased by	\$ <u>23,378.70</u>
New Contract Price, including This Change Order	\$ <u>637,672.00</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>0</u> Working Days
Date of Completion of All Work	<u>September 17, 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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER APPROVAL OF PROFESSIONAL SERVICES AGREEMENT
 FOR M.H.M & ASSOCIATES

DISCUSSION:

The District requires professional grant and loan writing services to obtain funding for its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes, but is not limited to: identifying and pursuing grants, loans, and other funding opportunities that would support WVWD in securing funds for projects; reviewing requests for proposal and requirements; creating project management tools for awarded grants and loans; engaging necessary experts to meet grant and loan requirements for submittal; proposing grant and loan concept strategies and modeling; and, creating grant supportive public/private partnerships and/or engaging area businesses that will favorably impact the project. Consulting grant writers such as M.H.M & Associates possess the expertise and relationships necessary to develop and maintain a successful grant funding program. Exhibit A contains the proposed contract.

FISCAL IMPACT:

No fiscal impact. The estimated cost of \$50,000 has been included in Fiscal Year 2019-20 budget.

STAFF RECOMMENDATION:

That the Board of Directors approves a professional services agreement with M.H.M. & Associates.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM.NL

ATTACHMENT(S):

1. MHM Associates PSA_10.17.19



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

M.H.M & Associates

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	3
Section 4. Familiarity with Services and Site	3
Section 5. Compensation and Payment	4
Section 6. Required Documentation prior to Performance	4
Section 7. Project Documents	5
Section 8. Consultant’s Books and Records	5
Section 9. Status of Consultant	6
Section 10. Compliance with Applicable Laws	6
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices	10
Section 18. General Provisions	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of October, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and M.H.M. & Associates (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder

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

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall 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 solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements

are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 17. Notices.

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

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

(Tel.) 909-875-1804

(Fax) 909-875-1849

To Consultant: **M.H.M. & Associates**
2910 S. Archibald Avenue, Suite A644
Ontario, CA 91761
lbk@mmandassociates.com
(951) 682-4MHM (646) Ext.100

*** Please send all invoices by:*

Email: apinvoices@wvwd.org

or

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

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

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

Section 18. General Provisions.

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

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

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

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

M.H.M. & Associates

By _____

Name Luvina Beckley

Its CEO

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 17th day of October, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and MHM & Associates ("Consultant").

RECITALS

- A. On or about October 17th, 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:

M.H.M. & Associates_____

By_____

Name Luvina Beckley_____

Its CEO_____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The District requires professional grant and loan writing services to obtain funding for its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes, but is not limited to: identifying and pursuing grants, loans, and other funding opportunities that would support WVWD in securing funds for projects; reviewing requests for proposal and requirements; creating project management tools for awarded grants and loans; engaging necessary experts to meet grant and loan requirements for submittal; proposing grant and loan concept strategies and modeling; and, creating grant supportive public/private partnerships and/or engaging area businesses that will favorably impact the project.

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

All rates and work to be approved in advance by the General Manager or designee.
Task Order #1 not to exceed \$50,000 annually without prior approval of the Board.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

To be determined and approved as assignments are given to the consultant.

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:

Luvina Beckley_____

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. (if employees are used)

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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN ANNUAL CONTRACT AND BUDGET AMENDMENT
 FOR MV CHENG & ASSOCIATES, INC

DISCUSSION:

MV Cheng & Associates, Inc. was retained under Task Order # 1 to provide a high level assessment of the Accounting Department. The assessment is complete and among several areas that need improvement is the development of a Chief Financial Officer's Policy and Procedures Manual. Also there are serious deficiencies in internal controls that changes in organizational structure and procedures could remedy. The purpose for the Annual Contract is to: engage MV Cheng & Associates to create the CFO Policy and Procedures Manual; improve internal controls; provide desk procedures; train accounting staff and general operational advice. Exhibit A is attached hereto and provides a copy of the existing agreement with the proposed new updated contract incorporated. The new Annual Contract will supersede the prior contract and make it null and void.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2019-20 Budget. The estimated cost of the updated contract is not to exceed \$100,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the General Manager to identify funds and amend the FY 2019-20 Budget and to approve the execution of the Annual Contract and to void the prior existing agreement with MV Cheng & Associates, Inc.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. MHM Associates PSA_10.17.19



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

M.H.M & Associates

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	3
Section 4. Familiarity with Services and Site	3
Section 5. Compensation and Payment	4
Section 6. Required Documentation prior to Performance	4
Section 7. Project Documents	5
Section 8. Consultant’s Books and Records	5
Section 9. Status of Consultant	6
Section 10. Compliance with Applicable Laws	6
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices	10
Section 18. General Provisions	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of October, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and M.H.M. & Associates (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder

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

Section 12. Confidential Information; Release of Information.

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.
- 12.4** Consultant shall 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 solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives ("District Indemnitees") harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys' fees and disbursements (collectively, "Claims") which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant's services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c) the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the Insurance coverages listed in Exhibit "C." All Insurance policies shall be subject to approval by District as to form and content. These requirements

are subject to amendment or waiver if so approved in writing by an Authorized Representative.

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 17. Notices.

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

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

(Tel.) 909-875-1804

(Fax) 909-875-1849

To Consultant: **M.H.M. & Associates**
2910 S. Archibald Avenue, Suite A644
Ontario, CA 91761
lbk@mmandassociates.com
(951) 682-4MHM (646) Ext.100

*** Please send all invoices by:*

Email: apinvoices@wvwd.org

or

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

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

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

Section 18. General Provisions.

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

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

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

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

M.H.M. & Associates

By _____

Name Luvina Beckley

Its CEO

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 17th day of October, 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and MHM & Associates (“Consultant”).

RECITALS

- A. On or about October 17th, 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:

M.H.M. & Associates_____

By_____

Name Luvina Beckley_____

Its CEO_____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The District requires professional grant and loan writing services to obtain funding for its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes, but is not limited to: identifying and pursuing grants, loans, and other funding opportunities that would support WVWD in securing funds for projects; reviewing requests for proposal and requirements; creating project management tools for awarded grants and loans; engaging necessary experts to meet grant and loan requirements for submittal; proposing grant and loan concept strategies and modeling; and, creating grant supportive public/private partnerships and/or engaging area businesses that will favorably impact the project.

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

All rates and work to be approved in advance by the General Manager or designee.
Task Order #1 not to exceed \$50,000 annually without prior approval of the Board.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

To be determined and approved as assignments are given to the consultant.

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:

Luvina Beckley_____

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. (if employees are used)

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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: ANNUAL PROFESSIONAL SERVICE AGREEMENT WITH DR. R. WILLIAM MATHIS FOR ORGANIZATIONAL DEVELOPMENT AND MANAGEMENT SERVICES

DISCUSSION:

Dr. Mathis has provided organizational development and management services to the District for the past year under contracts issued by the General Manager in accordance with the purchasing policy. The volume and frequency of work required of him has led to the determination that an annual contract needs to be issued by the Board. Examples of services that he has provided and will continue to provide include: Board and Management Staff retreats to develop a high performance organization, meetings with individuals and groups on staff to develop high performance teams, environmental assessment surveys, business plan and strategic plan development activities, executive recruitment activities and other such work as assigned.

FISCAL IMPACT:

No fiscal impact. The funding for this activity is covered in the Fiscal Year 2019-20 Budget.

STAFF RECOMMENDATION:

Staff recommends that the Board of Directors approves the agreement with Dr. R. William Mathis.

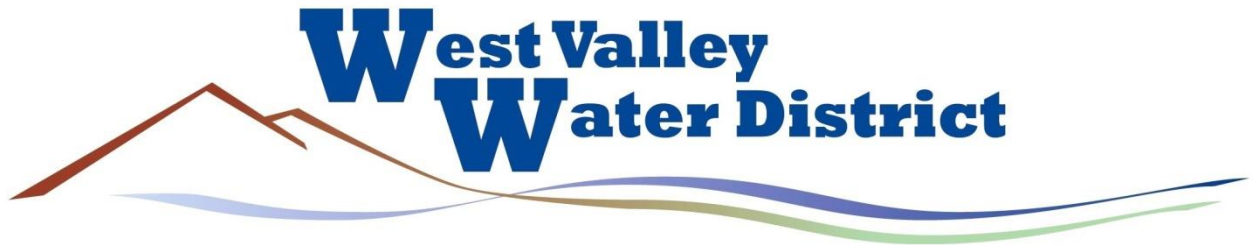
Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM;mb

ATTACHMENT(S):

1. Dr. William Mathis PSA October 10172019



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

R. William Mathis, PhD

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	3
Section 4. Familiarity with Services and Site	3
Section 5. Compensation and Payment	4
Section 6. Required Documentation prior to Performance	4
Section 7. Project Documents	5
Section 8. Consultant’s Books and Records	5
Section 9. Status of Consultant	6
Section 10. Compliance with Applicable Laws	7
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices	10
Section 18. General Provisions	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of October, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and Dr. R. William Mathis (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

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

Section 17. Notices.

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

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

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

To Consultant: Dr. R. William Mathis
 Mathis Group
 707-333-2095
 426 Troon Drive
 Napa, CA 94558
 Email: Dr.Bill@mathisgroup.net

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

Email: apinvoices@wvwd.org

or

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

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

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

Section 18. General Provisions.

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

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

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

DISTRICT:

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

R. William Mathis, PhD

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 17th day of October, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and R. William Mathis, PhD ("Consultant").

RECITALS

- A. On or about October 17th, 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:

R. William Mathis, PhD

By_____

Name_____

Its_____

By_____

Name_____

Its_____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

1. Create high performing teams
 - a. Individual coaching for higher expectations
 - b. Enhancement of personnel skills and clarity of roles
 - c. Convene management meetings on achievement and successful results (K.P.I.'s) and major initiatives
2. Support for Board of Directors and General Manager
 - a. Providing advice and consultation as required for the board members and General Manager as requested
 - b. Prepare for board retreats and planning sessions with the board and general manager as requested
 - c. Work with conflicts or issues as requested to create resolution(s). This may include board norms or policies and procedures modification/development
3. Create the business plan format for year 2019-2020 as needed for strategic planning for 2020-2021.
 - a. Teach KPI process (Key Performance Indicators)
 - b. Enhance and coordinate inter-department coordination
 - c. Hold meetings with stakeholders and discuss communication of responsibilities and accountable visions
4. Provide as authorized by the General Manager, executive recruiting and onboarding services for effective and talented staff to provide leadership in all departments
 - a. Continue contacting and listing key available lists of at risk positions
 - b. Coach existing leaders as needed or assigned
 - c. Work with HR on role clarity, benefits and clear contracts for executive and manager roles
5. Assist departments with communication skills
 - a. Delegation and project management skills
 - b. Team building programs in departments
 - c. Management styles and emotional intelligence training
 - d. Goals of excellence for all activities and department goals
 - e. Measurements for success

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Per approved proposals at the direction of the General Manager. Annual expenditure not to exceed \$100,000 without prior Board approval.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

To be determined by task and by the approval of the General Manager.

EXHIBIT B**KEY PERSONNEL**

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

R. William Mathis, PhD

Other staff to be determined

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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER ANNUAL RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT FOR L.A. COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MANAGEMENT CONSULTING SERVICES, LLC (CONSULTANT)

DISCUSSION:

The District requires professional and comprehensive emergency management and disaster planning in order to comply with FEMA/CAL OES emergency planning requirements and become eligible for multiple federal and state funding opportunities. The Consultant will continue to coordinate with Executive Management and District staff to: develop an emergency management and disaster plan; make necessary updates to the District's Emergency Operations Center; ensure NIMS/SEMS/ICS compliance; act as the District's Liaison Officer working in conjunction with the County Office of Emergency Services and federal and state agencies. The consultant may also provide other safety, security, and planning services and assessments as required by the General Manager. Consultant possesses the expertise and relationships necessary to develop the District's Emergency Management Program. Exhibit A contains the proposed contract.

FISCAL IMPACT:

No fiscal impact. The estimated cost of \$90,000 has been included in Fiscal Year 2019-20 budget.

STAFF RECOMMENDATION:

That the Board of Directors approves a professional services agreement with L.A. County Public Safety, Security and Emergency Management Consulting Services, LLC.

Respectfully Submitted,

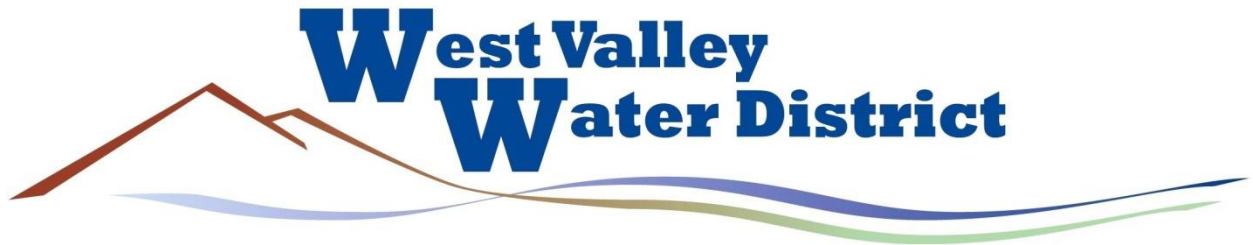
Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. Emergency Management Consulting_LA County _PSA for Non-Engineering 10.17.19



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

***LA County Public Safety, Security and Emergency
Management Consulting Services, LLC***

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	3
Section 4. Familiarity with Services and Site	3
Section 5. Compensation and Payment	4
Section 6. Required Documentation prior to Performance	4
Section 7. Project Documents	5
Section 8. Consultant’s Books and Records	5
Section 9. Status of Consultant	6
Section 10. Compliance with Applicable Laws	7
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices	10
Section 18. General Provisions	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of October, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 17. Notices.

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

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

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

To Consultant: LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC
16654 Soledad Canyon Road, Ste#260
Canyon Country, CA 91387
Attention: Daniel Rodriguez
(661) 877-1770
wwdconsultant@gmail.com

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

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

had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

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

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

DISTRICT:

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

LA COUNTY PUBLIC SAFETY, SECURITY AND
EMERGENCY MGMT CONSULTING SERVICES LLC

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 17th , day of October , 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC (“Consultant”).

RECITALS

- A. On or about October 17th , 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:

**LA COUNTY PUBLIC SAFETY, SECURITY
AND EMERGENCY MGMT CONSULTING
SERVICES LLC**

By _____
Name _____
Its _____

By _____
Name _____
Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

Services will consist of providing emergency management and disaster assessments, planning, compliance reporting to executive staff as directed. The consultant will also perform the listed services as requested and on an as needed basis.

1. Comprehensive Emergency Management & Disaster Planning with Board of Directors, Executive Management, and District Staff
2. Coordinate with Executive Management to make necessary updates with the District Emergency Operations Center
3. NIMS/SEMS/ICS Compliance
4. Act as the District’s Terrorism Liaison Officer working in conjunction with the County Office of Emergency Services, in addition to federal and state agencies
5. Provide Personnel, Executive Management and Board Members Training and Development relating to safety services
6. Provide Facility Safety, Security and Risk Management at District Facilities and special events as determined by Executive Management
7. Act as the agency Liaison with Local, State, and Federal Agencies
8. Coordinate with District Management on security services for Public Outreach and Educational Awareness
9. Provide public safety and security assessments and reports of 40 District locations
10. Update expired Emergency Operations Plan per CAL OFS/FEMA Requirements
11. Update Hazard Mitigation Plan per CAL OES/FEMA requirements

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Consultant hourly rate - \$90.00 per hour.

All work to requires prior approval from the District and shall not exceed \$90,000 without prior approval from the Board of Directors.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Schedule to be approved by General Manager prior to each work week.

EXHIBIT B**KEY PERSONNEL**

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

Daniel Rodriguez

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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT
FOR CLIFTON ENGINEERING FOR ENGINEERING SERVICES

DISCUSSION:

The District requires professional consulting engineering services to implement its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes, but is not limited to planning, feasibility studies for technical and economic matters, performing detailed engineering design or overseeing such activities, construction management, grant application support, and other such services. Examples of continuing work are the S2WI2FT Basin Project, the Pacific River Project, the Water Supply Reliability 2025 Program, and the FBR/FXB Off-Spec Water Injection Well Project. Consulting engineers such as Clifton Engineering possess skills, knowledge, abilities, and experience that is not available on staff.

FISCAL IMPACT:

No fiscal impact. The estimated cost of \$50,000 has been included in Fiscal Year 2019-20 budget.

STAFF RECOMMENDATION:

That the Board of Directors approves a professional services agreement with Clifton Engineering.

Respectfully Submitted,

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

Clarence Mansell Jr, General Manager

NL:mb

ATTACHMENT(S):

1. Clifton Engineering PSA for Non-Engineering 10.17.19



Clifton Engineering
PSA for Non-Engine



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Clifton Engineering

TABLE OF CONTENTS

	Page
Section 1. Term of Agreement	1
Section 2. Scope and Performance of Services	1
Section 3. Additional Services and Changes in Services	3
Section 4. Familiarity with Services and Site	3
Section 5. Compensation and Payment	4
Section 6. Required Documentation prior to Performance	4
Section 7. Project Documents	5
Section 8. Consultant’s Books and Records	5
Section 9. Status of Consultant	6
Section 10. Compliance with Applicable Laws	7
Section 11. Conflicts of Interest.....	7
Section 12. Confidential Information; Release of Information.....	7
Section 13. Indemnification	8
Section 14. Insurance.....	9
Section 15. Assignment.....	9
Section 16. Termination of Agreement.....	9
Section 17. Notices	10
Section 18. General Provisions	11
Exhibit “A” Task Order	
Exhibit “B” Key Personnel	
Exhibit “C” Insurance	

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 17th day of October, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and Clifton Engineering (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

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

Section 17. Notices.

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

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

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

To Consultant: **Clifton Engineering**
1445 Pacific Street
Redlands, CA 92373

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

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

had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

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

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

DISTRICT:

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

Clifton Engineering _____

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 17th day of October , 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and Clifton Engineering (“Consultant”).

RECITALS

- A. On or about October 17th , 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:

Clifton Engineering_____

By_____

Name_____

Its_____

By_____

Name_____

Its_____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The District requires professional consulting engineering services to implement its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes but is not limited to planning, feasibility studies for construction management, grant application support and other such services.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Task Order #1 not to exceed \$50,000 annually without prior approval of the Board.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Schedules for assignment will be determined and approved by the General Manager or his designee prior to start of any work.

EXHIBIT B**KEY PERSONNEL**

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

Neil Clifton

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: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO LICENSING AND HOSTING SERVICES

BACKGROUND:

The District has been developing an Asset Management Program utilizing the Maximo Software System. The project has been underway for approximately nine (9) months. It is now time to purchase user licensing and move to a production environment and get ready for staff use. This item was discussed and approved in the Safety and Technology Committee Meeting on September 17, 2019.

DISCUSSION:

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

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

FISCAL IMPACT:

We are requesting a CIP Budget Amendment to facilitate additional Maximo User Licensing and hosting services for \$129,605.35. The additional funds are available in the Reserve Funds.

STAFF RECOMMENDATION:

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

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

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



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

**West Valley
Water District**

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

Table of Contents

Objective	2
One-Stop Support and Service	2
Scope Requirements and Activities	3
Appendix A – Support Services Agreement	7
1. DESCRIPTION OF SERVICES & DELIVERABLES	7
2. SUPPORT PROCESS	7
3. SUPPORT MODEL AND SERVICE LEVEL AGREEMENT	8
4. OTHER REQUIREMENTS	9
5. SCHEDULE	9
6. LOCATION.....	9

Objective

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

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

One-Stop Support and Service

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

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

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

Scope Requirements and Activities

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

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

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

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

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

The licenses proposed in this agreement are perpetual based licenses.

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

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



1 Hosted Services Pricing

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

2 Maximo Licensing Pricing

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

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

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

TOTAL

\$99,457.40

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

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

3 Hosting Estimate

Option 1: Standard configuration 2 Servers

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

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

Option 2: Standard configuration on a single server

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

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

Option 3: Lite configuration on 2 servers

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

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

Option 4: Lite configuration on a single server

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

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



4 Approval:

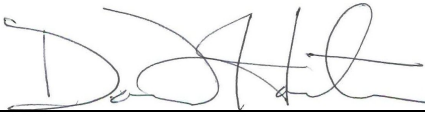
The parties hereto have caused this SOW to be executed by their respective duly authorized representatives as of the Effective Date hereof. All other terms and conditions of the Contract not expressly modified herein remain unchanged and in full force and effect.

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

West Valley Water District:

Polaris Solutions:

By: _____

By:  _____

Name: _____

Name: David Hartman

Title: _____

Title: President

Date: _____

Date: September 17, 2019

Appendix A – Support Services Agreement

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

1. DESCRIPTION OF SERVICES & DELIVERABLES

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

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

2. SUPPORT PROCESS

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

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

3. SUPPORT MODEL AND SERVICE LEVEL AGREEMENT

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

Request by phone

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

Requests by email

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

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

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

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

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



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

4. OTHER REQUIREMENTS

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

5. SCHEDULE

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

6. LOCATION

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



Quotation

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

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

Proposal For:

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

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

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

Notes:

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

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

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

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

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

Anything else I can provide at this point?

Many thanks!

Matt

Matt Logsdon

Executive Vice President

E: mlogsdon@cohesivesolutions.com

O: (678) 233-1287 Kennesaw, GA

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

C: (770) 378-5402

From: Albert Clinger <aclinger@wvwd.org>

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

To: Matt Logsdon <mlogsdon@cohesivesolutions.com>

Subject: RE: Maximo Software

Diana Gunn

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

Importance: High

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

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

Hi Albert,

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

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

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

International Business Machines Corporation

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



IBM Software Quotation

19-Sep-2019

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

Passport Advantage Express Site Number: 3869075

IBM Customer Number: 9635592

Dear Customer:

Thank you for your inquiry regarding IBM Software.

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

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

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

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

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

Yours sincerely,

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

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

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

International Business Machines Corporation

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



3.19.d

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

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

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

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

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

Useful/Important Web resources:

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

IBM Customer Number: 9635592

International Business Machines Corporation

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



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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592

International Business Machines Corporation

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

3.19.d



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

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

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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

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

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

TRANSACTION DETAILS AND PAYMENTS

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

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

Payment Type: Arrears
Payment Method: Check

GENERAL TERMS AND CONDITIONS

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



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

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

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

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

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

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

Accepted by:

By _____
Authorized Signature

International Business Machines Corporation
By _____
Authorized Signature

Name (Type or Print):
Title:
Date:

Name (Type or Print):
Title:
Date:

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



IBM Quotation

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

IBM Site Number: 3869075
IBM Customer Number: 9635592

Dear Diana Gunn

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

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

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

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

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

Yours sincerely,

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

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



IBM Quotation

Quotation Information

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

Customer Information

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

Sales Representative

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

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

Summary

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

Software as a Service

Subscription Entitlements

IBM Maximo EAM SaaS Flex

IBM Maximo EAM SaaS Flex Service Level Agreement

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

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

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

IBM Maximo EAM SaaS Flex Authorized User Subscription per Month

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

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

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

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



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

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

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

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

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

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

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

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

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

Subscriptions Sub-Total **134,235.31 USD**

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

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



PAYMENT SCHEDULE PAGE

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

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

International Business Machines Corporation

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

3.19.e



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

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

IBM Terms for IBM Cloud Offerings

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

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

Transaction Documents

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

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

Service Description(s) for ordered Cloud Services:

IBM MAXIMO EAM SAAS FLEX

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

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

Billing and Provisioning

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

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

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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 17, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVAL OF A LEGAL SERVICES AGREEMENT FOR LEAL-TREJO, APC TO REPRESENT WEST VALLEY WATER DISTRICT IN CASE NUMBER 19STCV05677 (WEST VALLEY WATER DISTRICT, ET. AL. V. TAFOYA & GARCIA) AND OTHER MATTERS AS ASSIGNED BY THE DISTRICT

DISCUSSION:

The legal services of Leal-Trejo, APC are required to represent the District in the matter named above which is before the Superior Court of the State of California for the County of Los Angeles. Other matters will be assigned to Leal-Trejo as the Board deems appropriate.

FISCAL IMPACT:

There is no adverse fiscal impact. The legal fees will be absorbed from the funds allocated for such matters in the Fiscal Year 2019-20 Budget.

STAFF RECOMMENDATION:

That the Board approves the legal services agreement with Leal-Trejo, APC.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM:ce

ATTACHMENT(S):

1. WVWD Legal Services Agreement

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the WEST VALLEY WATER DISTRICT, (hereinafter “DISTRICT”), and LEAL ▪ TREJO APC, a California Corporation, (hereinafter “L▪T”).

RECITALS

The DISTRICT wishes to retain L▪T for special legal services to serve as litigation counsel on the case titled *West Valley Water District, et. al. v. Tafoya & Garcia,, et al.* (Case No. 19STCV05677), and other matters as assigned by the DISTRICT.

NOW THEREFORE, THE PARTIES AGREE:

- 1. The DISTRICT hereby retains the law firm of L▪T to provide legal services.
- 2. Compensation for legal services provided by L▪T at the following rates:

Partners/Of Counsel:	\$375/hr.
Senior Associate:	\$325/hr.
Junior Associate:	\$300/hr.
Paralegal/Law Clerk:	\$225/hr.
Legal Secretary:	\$125/hr.

L▪T shall bill in tenth-hour increments. A fixed rate may be established by non-legal consultants for specially identified projects, subject to prior approval by the DISTRICT.

3. In addition, the DISTRICT shall reimburse L▪T for costs advanced in connection with the legal services provided by L▪T. L▪T shall not be obligated to advance costs on behalf of the DISTRICT; however, for purposes of convenience and in order to expedite matters, L▪T reserves the right to advance costs on behalf of the DISTRICT with the DISTRICT’s or designee’s prior approval in the event a particular cost item exceeds \$1,000.00 in amount, and without the written prior approval of the DISTRICT in the event a particular cost item totals \$1,000.00 or less. Such costs, which are directly performed for the DISTRICT, shall include, but are not limited to, printing and copying expenses, messenger fees, travel costs, bonds, witness fees, overnight delivery, deposition and court reporter fees, transcript costs, expert witness fees, investigative

costs, computer research, parking charges, and similar costs relating to legal services that are generally chargeable to a client.

4. L•T shall render to the DISTRICT a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly) describing all services performed and costs advanced by L•T on a monthly basis as of the last day of the month and will be mailed to the DISTRICT on or about the 15th of the following month. All time for services which is billed on an hourly basis shall be in detail sufficient to identify the work performed and the charges for the same. Payment of the full amount due, as reflected on the monthly statements, will be due to L•T from the DISTRICT by the 15th of each month, unless other arrangements are made. In the event there are retainer funds of the DISTRICT in L•T's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from L•T's Trust Account to L•T's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid and undisputed in writing for a period of thirty (30) days from the date of the statement will be subject to a 1.5% per month interest.

5. The timely payment of our statements is important to us and a critical part of our engagement. The DISTRICT agrees to review L•T's monthly statements promptly upon receipt and notify L•T, in writing, with respect to disagreement with the monthly statement. Failure to communicate written disagreement with L•T's monthly statement within thirty (30) days following the date of the statement, shall be deemed to signify the DISTRICT's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; (b) legal services were authorized; and (c) the proper charge for those legal services and expenses. If the bill is not paid within thirty (30) days following the date of the statement, you agree that interest on the full amount thereof at the rate of 1.5% per month will also be due. Interest will commence to run on the 45th day following the date of our statement for all unpaid amounts. Payment of interest does not waive or limit L•T's to withdraw from representation for failure to make timely payment of statement when due.

6. The DISTRICT agrees to fully cooperate with L•T in connection with L•T's representation of the DISTRICT including, but are not limited to, attending mandatory court

hearings and other appearances and providing necessary information and documentation to enable L•T to adequately represent the DISTRICT.

7. In the event L•T, its agents or employees are made a party to any action or proceedings filed or prosecuted against the DISTRICT for such damages or other claims arising out of or in connection with the work or legal services of the DISTRICT, the DISTRICT agrees to indemnify L•T, and in L•T's sole discretion provide legal counsel or reimburse L•T for legal counsel of its choice, including the ability to defend the action on its own.

8. The DISTRICT has the right, at any time, and either with or without good cause, to discharge L•T as the DISTRICT's attorneys. In the event of such a discharge of L•T by the DISTRICT, any and all unpaid attorneys' fees and costs owing to L•T from the DISTRICT shall be immediately due and payable.

9. Consistent with the Rules of Professional Conduct, in the event that an unanticipated actual or potential conflict of interest arises, L•T will immediately notify the DISTRICT of the conflict and either (1) the DISTRICT will acknowledge and waive the actual or potential conflict; or (2) if the DISTRICT declines to waive the actual or potential conflict resulting in L•T's withdrawal from representing the DISTRICT in a matter, the DISTRICT acknowledges that it is free to hire substitute counsel of its own choosing and at its own expense.

10. L•T reserves the right to discontinue the performance of legal services on behalf of the DISTRICT, subject to L•T complying with its legal and ethical obligation to the DISTRICT. Reasons that L•T may discontinue to perform legal services to the DISTRICT include, but are not limited to, a court order to discontinue services, a conflict of interest, failure of the DISTRICT to perform its obligations with respect to payment of fees or with respect to L•T's representation of the DISTRICT. In the event that L•T ceases to perform legal services for the DISTRICT, the DISTRICT agrees that it will within a reasonable timeline pay to L•T in accordance with provision #5 any and all unpaid and undisputed fees or costs advanced, and return all of its files, signing a receipt therefor. Further, the DISTRICT agrees that, with respect to any litigation where L•T has made an appearance in Court on its behalf, the DISTRICT will promptly execute an appropriate Substitution of Attorney.

11. It is important to the DISTRICT that its legal counsel and law firm be experienced in a variety of areas of public agency law and that the firm maintain continuity of representation with the DISTRICT. For these reasons, neither this agreement nor any interest therein may be assigned or transferred by either party to this Agreement.

12. Arbitration has the potential to provide a timelier, more economic and more confidential resolution of any dispute between the parties. The parties agree that any existing or future dispute arising out of or in any way related to this Agreement will be resolved by final and binding arbitration and that no other forum for dispute resolution will be available to either party, except as provided below. The parties agree to waive their right to a jury trial and to an appeal. The decision of the arbitrator shall be final, and binding and it shall be enforceable by any court having proper jurisdiction. The Arbitration shall be administered by JAMS pursuant to the Comprehensive Arbitration Rules and Procedures, except that notwithstanding anything to the contrary in the JAMS rules, full discovery shall be permitted as allowed by the California Code of Procedures section 1283.05.

The foregoing arbitration provision shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. If the dispute concerns fees or charges, the prevailing party shall be entitled to attorney's fees. The arbitration shall be held in Los Angeles County, California, or any other location mutually agreed to by the parties.

13. This agreement shall be effective upon being duly executed, and thereafter shall continue from month-to-month at the then current hourly rate set forth therein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

14. Files in L•T's possession relating to legal services performed by L•T, excluding L•T's internal work product such as notes and research or other documents not reasonably necessary to the DISTRICT's representation, belong to the DISTRICT. A copy of the DISTRICT's file shall be available to the DISTRICT upon specific written request. Once L•T's representation is concluded, any original documents will be returned to the DISTRICT. L•T will typically scan and retain the DISTRICT's files for a period of seven (7) years after the matter is concluded, after which L•T may destroy them. By signing this agreement, the DISTRICT consents to the destruction of the DISTRICT's files in accordance with this policy. If the DISTRICT wants to

retain a copy of the files or inspect the DISTRICT files before making a decision as to whether to have them transferred to the DISTRICT or destroyed, the DISTRICT must make written request before the destruction deadline and the DISTRICT will be responsible for any fees charged by L•T's storage facility to inspect or retrieve files returned to the DISTRICT. The destruction of the files without the DISTRICT's request for inspection or transfer will be at L•T's expense.

15. Insurance/Indemnification Requirements. L•T will maintain errors and omissions insurance coverage applicable to the services it will be rendering in this matter.

16. If any of this agreement is determined to be invalid or ineffective for any reason, the remaining terms will remain in force and effect.

17. This Agreement will govern all services performed by L•T on behalf of DISTRICT commencing with the date L•T first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, DISTRICT will be obligated to pay L•T the reasonable value of any services L•T may have performed for DISTRICT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their duly authorized and respective officers.

Date: _____

WEST VALLEY WATER DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

LEAL • TREJO APC

By: _____

Maribel S. Medina

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 19th 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 20th 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.