



WEST VALLEY WATER DISTRICT  
855 W. BASE LINE ROAD, RIALTO, CA 92376  
PH: (909) 875-1804 FAX: (909) 875-1849

REGULAR BOARD MEETING  
AGENDA

THURSDAY, SEPTEMBER 1, 2022  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:45 PM

BOARD OF DIRECTORS

Channing Hawkins, President  
Greg Young, Vice President  
Angela Garcia, Director  
Dan Jenkins, Director  
Kelvin Moore, Director

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

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On March 4, 2020, Governor Newsom declared a State of Emergency resulting from the threat of COVID-19. On September 16, 2021, Governor Newsom signed Assembly Bill No. 361 into law. Assembly Bill No. 361 amends Government Code section 54953(e) by adding provisions for remote teleconferencing participation in meetings by members of a legislative body, without the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions. The West Valley Water District adopted a resolution determining, by majority vote, that, as a result of the declared State of Emergency, the District is adopting the State protocol which allows meetings in person and/or via teleconference. Accordingly, it has been determined that all Board and Workshop meetings of the West Valley Water District will be held pursuant to Assembly Bill No. 361, the Brown Act and will be conducted via teleconference and in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to [administration@wvwd.org](mailto:administration@wvwd.org). If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## CALL TO ORDER

## OPENING CEREMONIES

Call to Order  
Pledge of Allegiance  
Opening Prayer  
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 Acting Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. 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. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## CONSENT CALENDAR

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

### Consideration of:

1. August 4, 2022 - Minutes. **Pg. 9.**
2. August 18, 2022 - Minutes. **Pg. 14**
3. Approval of Payment to Tyler Technologies, for Annual Maintenance and Support Fees, Invoice 025-391033; \$41,943.33. **Pg. 19.**
4. Approval of a Three (3) Year Pricing Quote for Office 365 Licensing from CDW-G. **Pg. 23.**
5. Consider the Replacement of the Electrified Locking Hardware for Five (5) Doors at the FBR. **Pg. 28.**
6. July 2022 - Purchase Order Report. **Pg. 33.**
7. Treasurer's Report - July 2022. **Pg. 41.**

8. Cash Disbursements Report - July 2022. **Pg. 56.**
9. Monthly Revenue & Expenditures Report - July 2022. **Pg. 77.**
10. Funds Transfer - July 2022. **Pg. 82.**
11. Transfer of Unclaimed Funds into District General Fund. **Pg. 85.**
12. Bond Counsel for the Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project. **Pg. 97.**
13. Request for Fleet purchase with revised cost. **Pg. 99.**
14. Community Sponsorship Form. **Pg. 103.**
15. Social Media Policy. **Pg. 107.**
16. Geotechnical Services for the Cactus Avenue Pipeline Project. **Pg. 115.**
17. Professional Services for the Lord Ranch Facilities Project. **Pg. 159.**
18. Blanket Purchase Order for Cold Mix Temporary Asphalt for Backfilling. **Pg. 168.**
19. Reallocation of Task Budget and Activation of Contingency Funds for Carollo Engineers, Inc. **Pg. 170.**
20. Nearmap License Renewal and Digital Elevation Model Agreement for our Geographic Information System. **Pg. 172.**
21. Potential Annexation Into San Bernardino Valley Municipal Water District's Service Area. **Pg. 198.**
22. Approval of Payment to Varner & Brandt, for Professional Services rendered on July 31, 2022, Account No. 23767-0000 July 31, 2022 Invoice \$147.20. **Pg. 202.**
23. Approval of Payment to Leal - Trejo for Professional Services rendered in June 2022, Invoice No. 18931, 18933, 18934, 18930; totaling \$14,511.35. **Pg. 204.**
24. Staffing Plan Amendment: Public Affairs Intern. **Pg. 205.**
25. Sale of 24-inch Pipeline to the San Gabriel Valley Water Company. **Pg. 210.**

26. Adopt Resolution No. 2022-23 A Resolution Of The Board Of Directors Of The West Valley Water District Proclaiming A Local Emergency, Ratifying The Proclamation Of A State Of Emergency By Governor Gavin Newsom On March 4, 2020, And Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of West Valley Water District For The Period September 14, 2022, Through October 14, 2022, Pursuant To Brown Act Provisions. **Pg. 212.**

## **BUSINESS MATTERS**

### **Consideration of:**

1. Financial Impact of Emergency Resolution to Waive Late Fees & suspend turn-offs for non-payment. **Pg. 214.**
2. Server and Software Upgrade for Supervisory Control and Data Acquisition (SCADA) System. **Pg. 216.**
3. Governance: Bylaws & Board of Directors Handbook. **Pg. 225.**

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

1. **Board Members**
2. **General Manager**
3. **Legal Counsel**

## **UPCOMING MEETINGS**

- September 8, 2022 - External Affairs Committee Meeting at 6:00 PM
- September 12, 2022- Human Resources Committee Meetings at 6:00 PM
- September 13, 2022 - Safety & Technology Committee Meeting at 6:00 PM
- September 14, 2022 - Engineering, Operations & Planning Committee Meeting at 6:00 PM
- September 15, 2022 - Board of Directors Regular Board Meeting at 6:30 PM
- (Closed Session at 6:00 PM)
- September 27, 2022 - Policy Review Committee Meeting at 6:00 PM
- September 27, 2022 - Finance Committee Meeting at 6:30 PM

## **UPCOMING COMMUNITY EVENTS**

**WVWD - Upcoming Community Events - Public Affairs**

- Tuesday, September 6, 2022  
 Colton Chamber of Commerce - Rise N Shine  
 655 N. La Cadena Dr.  
 Colton, CA 92324 Featuring Council Member Dr. G.  
 9:00 a.m. - 10: 00 a.m.
- Thursday, September 8, 2022  
 Fontana Chamber Monthly Membership Luncheon  
 11:30 a.m. - 1:00 p.m. - Speaker and location TBD
- Saturday, September 10<sup>th</sup>, 2022  
 Chilling and Grilling Event (WVWD will have a Booth)  
 11 a.m.- 3 p.m.  
 Jesse Turner Center  
 15556 Summit Ave.  
 Fontana, CA 92336
- Wednesday, September 14, 2022  
 Breakfast with Rialto Chamber  
 7:30 a.m. - 9:00 a.m.  
 Sammy's Café
- Saturday, September 17<sup>th</sup>, 2022  
 2022 Pet A Palooza & Pollution Prevention Fair (WVWD will have a Booth)  
 10:00 am - 1:00 pm  
 Rialto City Hall  
 150 S. Palm Avenue.  
 Rialto, CA 92376
- Saturday, September 17<sup>th</sup>, 2022  
 Landscape Basics (WVWD Workshop)  
 10:00 a.m. - 1:00 p.m.  
 West Valley Water District
- Friday, September 23, 2022  
 Viva La Fiesta - Rialto (WVWD will have a Booth)  
 6:00 p.m. - 9:00 p.m.  
 Rialto City Park  
 130 E. San Bernardino Ave.  
 Rialto, CA 92376
- Saturday, October 1, 2022  
 Fundamentos del Paisaje (WVWD Workshop)  
 10:00 a.m. - 1:00 p.m.  
 West Valley Water District

- Wednesday, October 5, 2022  
State of the County  
Main Event Starts at 5:30 p.m.
- Saturday, October 8<sup>th</sup>, 2022  
Let's Move on the Trail - Fontana (WVWD will have a Booth)  
9:00 am - 12:00 p.m.  
Fontana City Hall
- Wednesday, October 12, 2022  
Breakfast with Rialto Chamber  
7:30 a.m. - 9:00 a.m.  
Sammy's Café  
298 W. Base Line Rd. Rialto, CA 92376
- Thursday, October 13, 2022  
Fontana Chamber Monthly Membership Luncheon - Speaker and location TBD
- Saturday, October 22, 2022  
Irrigation and Water Capture (WVWD Workshop)  
10:00 a.m. - 1:00 p.m.  
West Valley Water District
- Saturday, November 5, 2022  
Oliver P. Roemer Community Tour (Tentative - WVWD will be hosting)  
9:00 a.m. - 11:00 a.m.  
Oliver P. Roemer Water Filtration Facility
- Saturday, November 12, 2022  
Irrigación y Colección de Agua (WVWD Workshop)  
10:00 a.m. - 1:00 p.m.  
West Valley Water District

## **UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES**

- November 29-December 1, 2022 - Association of California Water Agencies  
2022 Fall Conference (Indian Wells, CA)

## **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Two (3).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Diana Gunn. vs. West Valley Water District, Case No. CIVSB2117195.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Naisha Davis vs. West Valley Water District et al. Case No. 20STCV0323.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s) Chief Financial Officer.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s) Board Secretary.

## **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 August 29, 2022.**



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**Nancy Albitre, Acting Board Secretary**

**Please Note:**

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

**Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Acting Board Secretary, Nancy Albitre, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Albitre may be contacted by telephone at (909) 875-1804 ext. 346, 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**  
**August 4, 2022**

Board of Directors	Present	Excused	Absent
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dan Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Nancy M. Albitre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

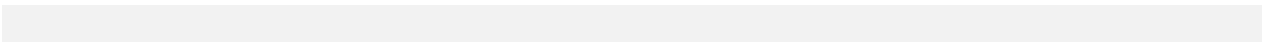
**OPENING CEREMONIES**

- Pledge of Allegiance – Director Kelvin Moore
- Opening Prayer – Pastor Crawford, Sunrise Church
- Call to Order
- Roll Call of Board Members

**ADD ONE EMERGENCY ITEM TO THE AGENDA UNDER BUSINESS MATTERS AS NO. 11 AS FOLLOWS:**

- Request for Purchase of the Fleet vehicles.

Director Kelvin Moore motioned to add one emergency item to the agenda under Business Matters as No. 11 and Director Dan Jenkins second the motion. Hearing no discussion, the following vote was taken:



<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Dan Jenkins, Director
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	Gregory Young

**ADOPT AGENDA**

Director Kevin Moore motioned to adopt the adding the agenda and Director Dan Jenkins second the motion. The following vote was taken:

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Dan Jenkins, Director
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	Gregory Young

**PUBLIC PARTICIPATION**

There were no public comments.

**CONSENT CALENDAR**

Kevin Moore motioned to adopt the adding the consent calendar and Director Dan Jenkins second the motion. The following vote was taken:

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Dan Jenkins, Director
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	Gregory Young

1. Adopt Resolution No. 2022-20 A Resolution of The Board Of Directors Of The West Valley Water District Proclaiming A Local Emergency, Ratifying The Proclamation Of A State Of Emergency By Governor Gavin Newsom On March 4, 2020, And Authorizing Remote Teleconference Meetings Of The Legislative Bodies Of West Valley Water District For The Period August 14, 2022, Through September 14, 2022, Pursuant To Brown Act Provisions.
2. Approval of Monthly Financial Reports for May 2022 (PO, Treasurer, Cash Disbursement, Revenues & Expenditures, Funds Transfer).
3. Approval of Monthly Financial Reports for June 2022 (PO, Treasurer, Cash Disbursement, Revenues & Expenditures, Funds Transfer).
4. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in

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May 2022, Invoice No. 220803; \$4,010.50.

5. Approval of Payment to Liebert Cassidy Whitmore, for Professional Services rendered in June 2022, Invoice No. 222540; \$1,212.00.
6. Approval of Payment to Leal Trejo, for Professional Services rendered in February 2022, Invoice Nos. 18810 and 18811; totaling \$10,020.00.
7. Approval of Payment to Leal Trejo, for Professional Services rendered in March 2022, Invoice Nos. 18880, 18881, 18882, and 18558; totaling \$29,118.48.
8. Approval of Payment to Tafoya Law Group, APC, for Professional Services rendered in June 2022, Invoice No. 22-1006; \$23,460.00.
9. Approval of Payment to Tafoya Law Group, APC, for Professional Services rendered in July 2022, Invoice No. 22-1007; \$20,079.00.

## **BUSINESS MATTERS**

10. Public Affairs 2022 Plan of Action.

Ms. Socorro Pantaleon presented a PowerPoint presentation for the Public Affairs 2022 Plan of Action. Ms. Pantaleon stated, the Public Affairs Department created the attached Plan of Action to act as a framework to help guide the department throughout the remainder of the calendar year. The Plan of Action works to identify events, programs and other community or water district events, formulate a timeline for outreach and education and determine what resources are needed to complete the tasks.

The Plan of Action was forwarded to the Board of Directors as an informational item only. No vote was taken.

11. Approval of Request of Fleet purchase.

Mr. Jose Velasquez presented a PowerPoint presentation for the Fleet Purchase. Mr. Velasquez clarified that Fritts Ford had made staff aware of the Ford manufacturer deadline of August 12th, 2022, to order 2023 model trucks. For this reason, staff had brought this item to the August 4th, 2022, Board Meeting as an emergency item in which staff is seeking approval of the Board of Directors of the purchase of five (5) work trucks at a total cost of \$148,524.10.

Director Kelvin Moore motioned to approve the Fleet purchase and Director Dan Jenkins second the motion. The following vote was taken:

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Dan Jenkins, Director
<b>AYES:</b>	Angela Garcia, Dan Jenkins, Kevin Moore, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	Gregory Young

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

1. Board Members

- No reports from the Board members.

2. General Manager

- Mr. Van Jew stated the County of San Bernardino will be hosting its State of the County event on October 5, 2022, at the Ontario Convention Center and we will send out the flyer next week.

3. Legal Counsel

- Mr. Robert Tafoya, Legal Counsel, reported out of Closed Session stating that multiple items were considered; however, no reportable actions were taken.

**CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure To Litigation Pursuant To Paragraph (2) Of Subdivision (d) Of Section 54956.9(b): Number Of Cases: Four (4).
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Van Jew, Haydee Sainz, Robert Tafoya, Union Negotiators; Re: International Union Of Operating Engineers, Local 12.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (D) of the Government Code Section 54956.9 Case Name: Patricia Romero V. West Valley Water District, Case No. Civds2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (D) of The Government Code Section 54956.9 Case Name: Naisha Davis V. West Valley Water District Et Al. Case No. 20stcv0323.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(S) General Manager.

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- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(S) Chief Financial Officer.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant To Government Code Section 54957, Title(S) Board Secretary.

**ADJOURN**

There being no further business, the meeting adjourned at 6:44 p.m.

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**Channing Hawkins**  
**President of the Board of Directors**  
**of West Valley Water District**

**ATTEST:**

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**Nancy M. Albitre**  
**Acting Board Secretary**

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**August 18, 2022**

Board of Directors	Present	Excused	Absent
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dan Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nancy M. Albitre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

- Pledge of Allegiance – Director Kelvin Moore
- Opening Prayer – Deacon Robert Cass, Loveland
- Call to Order
- Roll Call of Board Members

**ADOPT AGENDA**

Director Angela Garcia motioned to adopt the adding the agenda and Director Kelvin Moore second the motion. The following vote was taken:

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<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Angela Garcia, Director
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Greg Young, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	None

**PUBLIC PARTICIPATION**

There were no public comments.

**PRESENTATION**

Special Districts Leadership Academy (SDLA)

Ms. Socorro Pantaleon presented a PowerPoint presentation for the Special District Leadership Academy. Ms. Pantaleon emphasized the opportunity to learn how the Board and Staff work as a team and provides essential tools and information to effectively govern our district. SDLA provides the knowledge base to perform essential governance responsibilities and is designed for both new and experience special district board members.

Mr. Van Jew stated brochures have been place on your dais for convenience and some board members have gone to this conference. President Hawkins has attended the conference and stated the district achieved a bronze district. Some staff has also participated in the training, and we came together as a team, learning the roles of directors, staff and re-emphasizing the various roles in the district and how to communicate more effectively and cooperately. I would encourage all my fellow Directors to attend.

**CONSENT CALENDAR**

Director Kevin Moore motioned to adopt the adding the consent calendar and Director Dan Jenkins second the motion. The following vote was taken:

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Dan Jenkins, Director
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Greg Young, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	None

1. Approval and adoption of Resolution Number 2022-22 for Volunteer Personnel Coverage Under Workers' Compensation.
2. Approval of Payment to Leal - Trejo for Professional Services rendered in May 2022, Invoice No. 18907, 18908, 18909, 18910, 18906, totaling \$26,024.36.

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- 3. Approval of Payment to Reed & Davidson, LLP, for Professional Services rendered in June 2022, Invoice No. 43726-1; \$4,477.50.

**BUSINESS MATTERS**

- 4. Adopt Resolution No. 2022-21 a Resolution of the Board of Directors of the West Valley Water District Amending Schedules “B” Standing Committees and Schedule “C” Outside Meetings Of Ordinance No. 86 With Respect to Compensation and Policies Related to Board Activities.

President Hawkins asked Director Jenkins if he would like to participate in the Finance Committee, Safety & Technology Committee and Safety & Technology Committee and the San Bernardino Valley Municipal Water District and Director Jenkins agreed.

Vice President Gregory Young motioned to adopt Resolution No. 2022-21 to add Director Dan Jenkins to the Finance Committee, Safety & Technology Committee and the San Bernardino Valley Municipal Water District by replacing Director Angela Garcia, Vice President Greg Young, and President Channing Hawkins, respectively on those Committees. Director Kelvin Moore seconded the motion.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Gregory Young
<b>SECONDER:</b>	Kevin Moore
<b>AYES:</b>	Kevin Moore, Angela Garcia, Dan Jenkins, Greg Young, Channing Hawkins
<b>NOES:</b>	None
<b>EXCUSED:</b>	None

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

**1. Board Members**

Director Angel Garcia stated that it was great to see our External Affairs team out in the community. We have received a great response from the community, and I want to thank the External Affairs committee for all their efforts.

Director Dan Jenkins stated he attended the Bike Rodeo event and attended a Waters Utilities meeting with June Haze.

Director Kelvin Moore stated he attended a Chamber of Commerce in Fontana.

**2. General Manager**

Had no report.

**3. Legal Counsel**

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Mr. Robert Tafoya, Legal Counsel, reported out of Closed Session stating that multiple items were considered; however, no reportable actions were taken.

## **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (D) of the Government Code Section 54956.9 Case Name: Diana Gunn. Vs. West Valley Water District, Case No. Civsb2117195.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (D) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. Civds2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant To Paragraph One (1) of Subdivision (D) of the Government Code Section 54956.9 Case Name: Naisha Davis vs. West Valley Water District et al. Case No. 20stcv0323.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(S) General Manager.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(S) Chief Financial Officer.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(S) Board Secretary.

## **ADJOURN**

There being no further business, the meeting adjourned at 7:27 p.m.

WVWD

Minutes: 8/18/22

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**Channing Hawkins**  
**President of the Board of Directors**  
**of West Valley Water District**

**ATTEST:**

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**Nancy M. Albitre**  
**Acting Board Secretary**

WVWD

Minutes: 8/18/22



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** APPROVAL OF PAYMENT TO TYLER TECHNOLOGIES, FOR ANNUAL MAINTENANCE AND SUPPORT FEES, INVOICE 025-391033; \$41,943.33

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**BACKGROUND:**

West Valley Water District, (“District”), uses enterprise resource planning, (“ERP”), software that was developed by Tyler Technologies. Annual maintenance and support fees are assessed for each of the various modules that the District uses.

**DISCUSSION:**

The District is in receipt of Invoice 025-391033 in the amount of \$41,943.33, which includes the annual maintenance and support fees for most, but not all, of the modules currently in use.

**FISCAL IMPACT:**

Funding for the annual maintenance and support fees is included in GL Account 100-5640-540-5604 Repair & Maintenance / Contracts And Licensing.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve payment of Invoice 025-391033 in the amount of \$41,943.33.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

VJ:js

**ATTACHMENT(S):**

1. Attachment A - Tyler Technologies Invoice 025-391033

**MEETING HISTORY:**

08/16/22      Safety and Technology Committee      REFERRED TO BOARD

# Attachment A

## Tyler Technologies Invoice #025-391033



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

5.3.a

Invoice No	Date	Page
025-391033	09/01/2022	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: West Valley Water District  
 P.O. Box 920  
 Rialto, CA 92377

Ship To: West Valley Water District  
 P.O. Box 920  
 Rialto, CA 92377

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
52829 - MAIN - MAIN	169439		USD	NET45	10/16/2022

Date	Description	Units	Rate	Extended Price
Maintenance Start: 01/Oct/2022, End: 30/Sep/2023				
	ERP Pro Financials Annual Fees	1		\$14,500.98
	Core Financials - Maintenance			
	Purchase Orders - Maintenance			
	Project Accounting - Maintenance			
	Miscellaneous Accounts Receivable - Maintenance			
	Personnel Management (Includes Position Budgeting) - Maintenance			
	ERP Pro Utilities Annual Fees	1		\$16,712.00
	Utility CIS System - Maintenance			
	CRM Mobile Server Software - Maintenance			
	Tyler Cashiering Maintenance			
	Technical Services Annual Fees	1		\$1,213.09
	Basic Network Support Service			
	Tyler University	1		\$1,462.00
	Tyler U			
Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023				
	Custom Form Service (Pricing per form) (24) - Maintenance	1	1,736.44	1,736.44
Maintenance: Start: 01/Oct/2022, End: 30/Sep/2023				
	Content Manager Annual Fees	1		\$2,173.32
	Tyler Content Manager Standard Edition -TCM SE - Maintenance			
	ERP Pro Document Management Annual Fees	1		\$2,582.95
	Third Party Printing Interface - Maintenance			
	ERP Pro Financials Annual Fees	1		\$1,562.55
	Fixed Assets - Maintenance			
	Applicant Tracking Interface (AppliTrack) - Maintenance			
	Inventory Scanning Interface			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	41,943.33
Sales Tax	0.00
Invoice Total	41,943.33



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** APPROVAL OF A THREE (3) YEAR PRICING QUOTE FOR OFFICE 365 LICENSING FROM CDW-G

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**BACKGROUND:**

West Valley Water District, (“District”), maintains Office 365 product license subscriptions to meet its business needs. The licenses provide staff with access to email, a variety of Office desktop applications, collaboration tools, and a variety of administrative management and security tools. The District purchases the Office 365 licenses at discounted prices through CDW-G, which is a leading multi-brand provider of information technology solutions to government agencies.

**DISCUSSION:**

Licensing plans which include G3 licenses require three (3) year commitments. The original three (3) year term is nearly up. CDW-G provided a quote, (see **Attachment A**), for the next three (3) year term. The pricing reflects discounts ranging from 10% - 25% depending on the specific license. The total savings for the current licensing needs is about 15%.

**FISCAL IMPACT:**

Funding for the Office 365 licensing is included in GL Account 100-5640-540-5604 Repair & Maintenance / Contracts And Licensing. The annual cost for the current licensing volumes is \$25,489.88.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors authorize Staff to accept the quote from CDW-G and lock in the discounted license pricing for the next three (3) years.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

VJ:js

**ATTACHMENT(S):**

1. Attachment A - CDW-G Quote MXDJ478

**MEETING HISTORY:**

08/16/22      Safety and Technology Committee      REFERRED TO BOARD



# Attachment A

CDW-G Quote #MXDJ478



# QUOTE CONFIRMATION

**DEAR ALBERT CLINGER,**

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.  
[Click here](#) to convert your quote to an order.


QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MXDJ478	8/11/2022	MS EA	8652428	<b>\$25,489.88</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">MS EA EXCH ONLINE ARCH G P/USER</a> Mfg. Part#: 4ES-00001-12-SLG Electronic distribution - NO MEDIA Contract: County of Riverside - Agreement No. 8084445 (PSA-0001522)	60	3069410	\$28.19	\$1,691.40
<a href="#">MS EA Q365 E1 GCC P USER</a> Mfg. Part#: U4S-00002-12-SLG Electronic distribution - NO MEDIA Contract: County of Riverside - Agreement No. 8084445 (PSA-0001522)	60	3587696	\$84.44	\$5,066.40
<a href="#">MS EA Q365 E3 GCC P USER</a> Mfg. Part#: AAA-11894-12-SLG Electronic distribution - NO MEDIA Contract: County of Riverside - Agreement No. 8084445 (PSA-0001522)	75	3753337	\$235.22	\$17,641.50
<a href="#">MS EA PROJECT P3 GCC P USER</a> Mfg. Part#: 7MS-00001-12-SLG Electronic distribution - NO MEDIA Contract: County of Riverside - Agreement No. 8084445 (PSA-0001522)	2	4381361	\$272.65	\$545.30
<a href="#">MS EA VISIO P2 GCC P USER</a> Mfg. Part#: P3U-00001-12-SLG Electronic distribution - NO MEDIA Contract: County of Riverside - Agreement No. 8084445 (PSA-0001522)	4	3576069	\$136.32	\$545.28

PURCHASER BILLING INFO	SUBTOTAL	\$25,489.88
<b>Billing Address:</b> WEST VALLEY WATER DISTRICT ACCOUNTS PAYABLE 855 W BASE LINE RD RIALTO, CA 92376-3103 <b>Phone:</b> (909) 875-1322 <b>Payment Terms:</b> Net 30 Days-Govt State/Local	<b>SHIPPING</b>	\$0.00
	<b>SALES TAX</b>	\$0.00
	<b>GRAND TOTAL</b>	<b>\$25,489.88</b>
	<b>DELIVER TO</b>	<b>Please remit payments to:</b>

<b>Shipping Address:</b> WEST VALLEY WATER DISTRICT ALBERT CLINGER 855 W BASE LINE RD RIALTO, CA 92376-3103 <b>Phone:</b> (909) 875-1322 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515
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Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

	David Fiester		(877) 898-4582		davifie@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager  
© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CONSIDER THE REPLACEMENT OF THE ELECTRIFIED LOCKING  
 HARDWARE FOR FIVE (5) DOORS AT THE FBR

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**BACKGROUND:**

West Valley Water District (“District”), uses an access control system to secure various facilities.

**DISCUSSION:**

The access control system at the FBR building was installed in late 2017. The electrified locking hardware for five (5) of the doors have failed and need to be replaced. Staff obtained a quote from the District’s security vendor, CRB Security, in the amount of \$6,100.16, (see **Attachment A**).

**FISCAL IMPACT:**

Funding for the repairs is included in GL Account 100-5615-540-5613 Repair & Maintenance / Structures & Improvements.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors authorize staff to retain CRB Security to replace the electrified locking hardware for five (5) FBR doors in the amount of \$6,100.16.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

VJ:js

**ATTACHMENT(S):**

1. Attachment A - CRB Security Quote 2256

**MEETING HISTORY:**

08/16/22      Safety and Technology Committee      REFERRED TO BOARD

# Attachment A

## CRB Security Quote #2256

**PROPOSAL**

15154 Goldenwest Cir.  
Westminster CA 92683  
(800) 642-7675, (714) 892-3970  
Info@crbsecurity.com  
SCL#937466 ACO#6877

<b>ESTIMATE #</b>	2256
<b>DATE</b>	08/05/2022
<b>PO #</b>	
<b>SALES</b>	Albert von Entress

<b>CUSTOMER</b>
22-0309 - West Valley Water District Albert Clinger 855 W. Base Line Rialto, CA, 92377 (909) 644-1012 (359)  aclinger@wvwd.org

<b>SERVICE LOCATION</b>
22-0309 - West Valley Water District FBR Building 855 W. Base Line Rialto, CA, 92377 (909) 644-1012 (359)  aclinger@wvwd.org

<b>Scope Of Work</b>	ELECTRIFIED DOOR LOCKING HARDWARE SERVICE REPAIR-CRB Security Solutions will remove and replace (5) Five x FBR Building doors locking hardware at locations Locks depicted on site map FBR DOORS TO FIX 2/22/22 provided by Albert Clinger.
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**Estimate**

<b>Description</b>	<b>Qty</b>	<b>Rate</b>	<b>Total</b>
<b>9600-630 12/24VDC,US32D,RIM,SURFACE MT,FIELD SELECTABLE</b> Door Electric Strike, Universal, 12/24 VDC, 0.45/0.25A, 2000 Lb Static Load, Satin Stainless Steel	5.00	\$482.00	\$2,410.00
<b>2005M3 IN LINE POWER CNTRL,REC VOLTS 12-32V AC/DC</b>	5.00	\$90.00	\$450.00
<b>Install Hardware</b> Miscellaneous Hardware	5.00	\$151.00	\$755.00
<b>104 - Install Labor 2 Techs</b> Labor	12.00	\$155.00	\$1,860.00
Rialto - Sales Tax		7.75%	\$280.16
Freight		5.00%	\$180.75
Fuel Surcharge		3.00%	\$164.25

**CUSTOMER MESSAGE**

- Note: Credit Card Surcharge Notice: A Convenience Fee of 4% Will Be Charged For Credit Card Payments
- Note: Estimate Pricing is Only Valid for 30 Days From data on Estimate.
- Note: CRB Security Excludes any unforeseen issues with existing equipment, cable and infrastructure from this estimate.
- Note: If CRB Security Finds any bad or damaged existing equipment and/or cable, CRB will provide an additional estimate.
- Note: Any Estimates over \$500 will require a deposit.

APPROVAL SIGNATURE

Estimate Total:

5.5.a  
\$6,100.10





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** JULY 2022 - PURCHASE ORDER REPORT

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**BACKGROUND:**

The West Valley Water District (“District”) generated eighty-four (84) Purchase Orders (“PO”) in the month of July 2022 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of July 2022 was **\$6,241,528.55**. A table listing all PO’s for July 2022 is shown in **Exhibit A**.

There were no Change Orders (“CO”) approved at the General Manager’s approval level during the month of July 2022.

**FISCAL IMPACT:**

There is no fiscal impact for producing the July 2022 Purchase Order Report.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the July’s 2022 Purchase Order Report.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

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**ATTACHMENT(S):**

1. Exhibit A - July 2022 Purchase Order Report

**MEETING HISTORY:**

08/24/22 Finance Committee REFERRED TO BOARD

# Exhibit A



West Valley Water District, CA

# Purchase Order Summary Report

## Purchase Order Detail

Issued Date Range 07/01/2022 - 07/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
20-2732-R3	Professional Engineering Services Roemer Expansion 02262 - GHD INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	1,452,782.36
20-2733-R3	Engineering Resources Inc. - Zone 3 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	2,216.80
21-0208-R2	Development of Construction WaterMain I10 & Cedar 01561 - MICHAEL BAKER INTERNATIONAL, INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	204,463.99
21-0276-R2	Bid Docs for Well 54 Discharge to Waste Drain Line 01031 - TKE ENGINEERING INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	31,470.75
21-0288-R2	Task Order 3 ERSC for Modifications Zone 8-3 Res. 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	89,429.45
21-0290-R2	18" Trans Main Crossing I15_Citrus to Lytle Creek 01440 - ALBERT A WEBB ASSOCIATES	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	19,218.02
21-0364-R2	WIFIA and SRF Loan Application - Roemer Expansion 01424 - CAROLLO ENGINEERS INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	58,169.02
21-0532-R2	Lytle Creek Environmental Services 00582 - TOM DODSON & ASSOCIATES	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	28,078.10
21-0573-R2	Bio Study for Pepper Railway crossing 00582 - TOM DODSON & ASSOCIATES	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	19,352.70
22-0014-R1	Website Redesign 2021 Project 02386 - 360CIVIC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	6,835.00
22-0109-R1	Cross-Connection Truck 00139 - FAIRVIEW FORD	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	52,586.85
22-0119-R1	Purchase New Hydro Excavating Vacuum Truck 01654 - HAAKER EQUIPMENT COMPANY	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	412,148.00
22-0122-R1	Reservoir Zone 8-3 Modifications 00582 - TOM DODSON & ASSOCIATES	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	39,367.75
22-0132-R1	Wtr Line & Pump Stn 4-3 At Lord Ranch W15004 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	5,838.40
22-0163-R1	Executive Coaching & Strategic Planning Consultant 02408 - GREG LARSON	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	12,800.00
22-0238-R1	Proposal to update the phase III bid package 01440 - ALBERT A WEBB ASSOCIATES	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	11,650.00
22-0245-R1	520m Smart point MXU 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	24,749.43
22-0252-R1	Classification and Compensation Study 2021-2022 00678 - CPS HR CONSULTING	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	111,330.00

## Purchase Order Summary Report

Issued Date Range 07/01/2022 - 07/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
22-0264-R1	Stetson -Rialto Basin Groundwater Mngmt Plan 02437 - STETSON ENGINEERS INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	178,403.00
22-0319-R1	Warranty MXU's 520-M Smart points 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	21,547.75
22-0341-R1	FBR Carbon Replacement 00958 - ENVIROGEN TECHNOLOGIES INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	69,978.77
22-0342-R1	Rehab of North Well at East Complex 01124 - GENERAL PUMP COMPANY INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	59,575.14
22-0358-R1	Environmental Sludge Cleanup and Sampling 01576 - HILLTOP GEOTECHNICAL, INC.	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	50,784.00
22-0391-R1	Replacing GAC Carbon on 5 vessels 00329 - CALGON CARBON CORPORATION	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	414,000.00
22-0392-R1	Executive Recruitment Services for CFO 02265 - THE HAWKINS COMPANY	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	20,000.00
22-0400-R1	Alder Reservoir 3-1 Road Pave 01321 - MIKE ROQUET CONSTRUCTION, INC.	Completed West Valley Water District	7/1/2022 7/1/2022	0.00	83,543.83
22-0402-R1	Riverside Ave North Street Recons Proj Phase I-B 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	7/1/2022 7/1/2022	0.00	119,800.00
23-0001	Blanket PO for Landscape Maintenance Services 01473 - CALIFORNIA LANDSCAPE & DESIGN INC.	Outstanding West Valley Water District	7/5/2022 7/19/2022	0.00	90,000.00
23-0002	Blanket PO for Financial Audit Consultant Services 01228 - THE PUN GROUP LLP	Outstanding West Valley Water District	7/5/2022 7/19/2022	0.00	51,000.00
23-0003	Blanket PO for Gasoline for Fleet 01783 - SC COMMERCIAL LLC	Partially Received West Valley Water District	7/5/2022 7/19/2022	0.00	120,000.00
23-0004	Blanket PO for Mechanic Repairs for Fleet 01514 - LEASE PLAN USA INC	Partially Received West Valley Water District	7/5/2022 7/19/2022	0.00	100,000.00
23-0005	Blanket PO for Street Paving 01321 - MIKE ROQUET CONSTRUCTION, INC.	Partially Received West Valley Water District	7/6/2022 7/20/2022	0.00	350,000.00
23-0006	Blanket PO for State Lobbyist Services 02376 - TRES ES INC	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	144,000.00
23-0007	Blanket PO for Federal Lobbyist Services 01587 - DAVID N M TURCH	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	150,000.00
23-0008	Blanket PO for Communcations Consultant Services 02137 - CHAMBERLAYNEPR	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	150,000.00
23-0009	Blanket PO for Graphic Design, Printing & Postage 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	73,500.00
23-0010	Reopening Materials 02515 - CROWD CONTROL INDUSTRIES LLC	Completed West Valley Water District	7/7/2022 7/21/2022	0.00	774.56
23-0011	Water Conservation Items 00876 - AM CONSERVATION GROUP INC	Completed West Valley Water District	7/6/2022 7/20/2022	0.00	3,912.00

## Purchase Order Summary Report

Issued Date Range 07/01/2022 - 07/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0012	Blanket PO for Chlorine for East Complex 01641 - HASA INC.	Partially Received West Valley Water District	7/7/2022 7/21/2022	0.00	30,000.00
23-0013	Blanket PO for Chlorine for Wells W/O Treatment 01641 - HASA INC.	Partially Received West Valley Water District	7/7/2022 7/21/2022	0.00	65,000.00
23-0014	Blanket PO for Chlorine for Wells With Treatment 01641 - HASA INC.	Partially Received West Valley Water District	7/7/2022 7/21/2022	0.00	25,000.00
23-0015	Blanket PO for Chlorine for FBR 01641 - HASA INC.	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	42,000.00
23-0016	Blanket PO for Chlorine for Roemer 01641 - HASA INC.	Partially Received Roemer Treatment Plant	7/7/2022 7/21/2022	0.00	90,000.00
23-0017	Blanket PO for Treasurer Services 01705 - CLIFTON LARSON ALLEN	Partially Received West Valley Water District	7/7/2022 7/21/2022	0.00	31,800.00
23-0018	Blanket PO for Postage/Printing for Customer Bills 01052 - INFOSEND INC	Outstanding West Valley Water District	7/7/2022 7/21/2022	0.00	174,000.00
23-0019	Reload PLC program for Arsenic Treatment Plant 00034 - LAYNE CHRISTENSEN COMPANY	Outstanding West Valley Water District	7/11/2022 7/25/2022	0.00	1,750.00
23-0020	Blanket PO for E38 Polymer for FBR 00810 - STERLING WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	7/11/2022 7/25/2022	0.00	24,000.00
23-0021	Blanket PO for Diesel for Fleet 01783 - SC COMMERCIAL LLC	Outstanding West Valley Water District	7/11/2022 7/25/2022	0.00	30,000.00
23-0022	Blanket PO for Acetic Acid for FBR 00827 - BRENNTAG PACIFIC INC	Partially Received West Valley Water District	7/11/2022 7/25/2022	0.00	435,000.00
23-0023	Meter Order 07/11/22 00255 - AQUA-METRIC SALES CO	Completed West Valley Water District	7/11/2022 7/11/2022	0.00	20,774.92
23-0024	Afterbay NTU/meter diagnostics 00097 - TESCO CONTROLS INC	Outstanding West Valley Water District	7/11/2022 7/25/2022	0.00	3,000.00
23-0025	Blanket PO for Phosphoric Acid for FBR 01269 - UNIVAR USA INC	Outstanding West Valley Water District	7/11/2022 7/25/2022	0.00	48,000.00
23-0026	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Completed West Valley Water District	7/12/2022 7/26/2022	0.00	3,611.32
23-0028	Pull & Inspect Well 54 00325 - TRI COUNTY PUMP CO	Outstanding West Valley Water District	7/13/2022 7/27/2022	0.00	18,189.85
23-0029	Brass Parts 07/13/22 00160 - FERGUSON ENTERPRISES INC # 677	Completed West Valley Water District	7/13/2022 7/13/2022	0.00	2,305.33
23-0030	TrojanUV repair detection 00743 - TROJAN TECHNOLOGIES INC.	Outstanding West Valley Water District	7/13/2022 7/27/2022	0.00	378.20
23-0031	1 1/2" and 2" R2 MMP 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/14/2022 7/28/2022	0.00	3,917.14
23-0032	1 1/2"- 2" MMP Measuring Chamber 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/14/2022 7/28/2022	0.00	4,700.57

## Purchase Order Summary Report

Issued Date Range 07/01/2022 - 07/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0033	Large Meter Order 07/14/22 01577 - IFLOW ENERGY SOLUTIONS INC	Outstanding West Valley Water District	7/14/2022 7/14/2022	0.00	21,907.25
23-0034	Blanket PO for Security Alarms Monitoring & Repair 01470 - CRB SECURITY SOLUTIONS	Partially Received West Valley Water District	7/14/2022 7/28/2022	0.00	35,000.00
23-0035	Sludge Study Test 02399 - AURORA INDUSTRIAL HYGIENE	Outstanding Roemer Treatment Plant	7/14/2022 7/28/2022	0.00	3,790.00
23-0036	Surface wash arm nozzles 01249 - WESTECH ENGINEERING INC	Outstanding West Valley Water District	7/14/2022 7/28/2022	0.00	2,268.00
23-0037	Blanket PO for Janitorial Services for District 00931 - ALL PRO ENTERPRISES INC.	Partially Received West Valley Water District	7/14/2022 7/28/2022	0.00	50,000.00
23-0038	MXU Order 07/14/22 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/14/2022 7/14/2022	0.00	20,598.30
23-0039	Bathroom Paper Goods Blanket FY 22-23 00931 - ALL PRO ENTERPRISES INC.	Partially Received West Valley Water District	7/18/2022 8/1/2022	0.00	5,000.00
23-0040	MXU Order 07/19/22 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/19/2022 7/19/2022	0.00	102,991.50
23-0041	Zenner Meter Order 07/19/22 01577 - IFLOW ENERGY SOLUTIONS INC	Outstanding West Valley Water District	7/19/2022 7/19/2022	0.00	8,515.80
23-0043	Sensus Meter Order 07/19/22 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	7/19/2022 7/19/2022	0.00	21,867.36
23-0044	Amazon Computer Supplies 02325 - AMAZON.COM SALES INC	Completed West Valley Water District	7/19/2022 8/2/2022	0.00	1,347.76
23-0045	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	7/20/2022 8/3/2022	0.00	3,611.32
23-0046	Arsenic plant backwash valve 01678 - BRAY SALES, INC.	Completed West Valley Water District	7/20/2022 8/3/2022	0.00	1,440.68
23-0047	UV Repair 00743 - TROJAN TECHNOLOGIES INC.	Outstanding West Valley Water District	7/20/2022 8/3/2022	0.00	1,161.11
23-0048	Repair to Door jamb and Door on Weld Shop/truckbay 01619 - R&S OVERHEAD DOORS OF INLAND EMPIRE INC	Outstanding West Valley Water District	7/21/2022 8/4/2022	0.00	2,941.42
23-0049	Decant valve for Arsenic Plant 01678 - BRAY SALES, INC.	Outstanding West Valley Water District	7/22/2022 8/5/2022	0.00	2,927.63
23-0050	Truck Inspection Booklets 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Completed West Valley Water District	7/25/2022 8/8/2022	0.00	737.80
23-0051	ergonomic standing desks 36 ergonomic 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	7/26/2022 8/9/2022	0.00	779.98
23-0052	Backflow Repair Kit 00066 - GRAINGER INC	Completed West Valley Water District	7/27/2022 8/10/2022	0.00	875.63
23-0053	Construction Water Fee Adequacy 02299 - ROBERT D NIEHAUS INC	Outstanding West Valley Water District	7/28/2022 8/11/2022	0.00	13,900.00

## Purchase Order Summary Report

Issued Date Range 07/01/2022 - 07/31/2022

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
23-0054	Backflow Devices 00066 - GRAINGER INC	Completed West Valley Water District	7/28/2022 8/11/2022	0.00	4,270.30
23-0055	Sewage Pump 00066 - GRAINGER INC	Outstanding West Valley Water District	7/29/2022 8/12/2022	0.00	2,392.11
23-0058	Repair and re-install Well 18A pump 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	7/27/2022 8/10/2022	0.00	24,820.00
3444-R3	"24"" WATERLINE IN PEPPER AVE @ UNION PACI RLRD' 01031 - TKE ENGINEERING INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	644.01
3556-R3	ENGINEERING SERVICES FOR THE DESIGN OF ZONE 7-2 01561 - MICHAEL BAKER INTERNATIONAL, INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	21,005.99
3731-R3	LORD RANCH SITE GRADING & PAVEMENT 4/19/18 00272 - ENGINEERING RESOURCES INC	Partially Received West Valley Water District	7/1/2022 7/1/2022	0.00	1.60

Purchase Order Count: (84)

Total Trade Discount: 0.00

Total: 6,241,528.55





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** TREASURER'S REPORT - JULY 2022

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**DISCUSSION:**

West Valley Water District (“District”) engaged the Clifton Larson Allen LLP to prepare West Valley Water District’s (WVWD) Investment report on a monthly basis. The District’s investment policy is in uniformity with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(b)). Report for the Month of July 2022 is presented to the Finance Committee for discussion.

**FISCAL IMPACT:**

Monthly Cost of \$2,625 was included in the FY 2022-23 annual budget.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to approve the July’s Treasurer report.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. 2022 July Treasurer's Report

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD

West Valley Water District  
Cash, Investment & Reserve Balances - July 31, 2022

Institution/Investment Type	June 2022 Balance	July 2022 Balance	RESERVE ACCOUNT	Minimum Balance	Target Balance	Maximum Balance
<b>Funds Under Control of the District:</b>			<b>RESTRICTED FUNDS</b>			
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 0.14	\$ 0.14	\$ 0.14
	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>	Customer Deposit Accounts	\$ 5,375,077.01	\$ 5,375,077.01	\$ 5,375,077.01
			Capacity Charge Acct Balance	\$ 49,877,821.11	\$ 49,877,821.11	\$ 49,877,821.11
			CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
				<b>\$ 58,252,898.26</b>	<b>\$ 58,252,898.26</b>	<b>\$ 58,252,898.26</b>
Checking and Savings:			<b>CAPITAL RESERVE FUNDS</b>			
Chase - General Government Checking	\$ 13,098,764.84	\$ 2,026,703.26	Capital Project Account - 100% FY 22-23	\$ 7,827,687.00	\$ 7,827,687.00	\$ 10,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-80% FY 23-24	\$ 4,868,000.00	\$ 4,868,000.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Administrative & General Account	\$ 1,582,998.10	\$ 1,582,998.10	\$ 1,582,998.10
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		<b>\$ 14,278,685.10</b>	<b>\$ 14,278,685.10</b>	<b>\$ 19,582,998.10</b>
	<b>\$ 13,152,401.90</b>	<b>\$ 2,080,340.32</b>	<b>LIQUIDITY FUNDS</b>			
State of California, Local Agency Investment Fund	\$ 55,935,612.90	\$ 67,030,977.79	Rate Stabilization Account	\$ 985,094.40	\$ 2,955,283.20	\$ 4,925,472.00
US Bank - Chandler Asset Mgmt	\$ 23,331,180.08	\$ 23,518,497.42	Operating Reserve Account	\$ 5,276,660.33	\$ 10,553,320.67	\$ 15,829,981.00
CalTrust Pooled Investment Fund - Short Term	\$ 16,665,830.31	\$ 16,685,213.89	Emergency Account	\$ 1,306,630.61	\$ 2,613,261.23	\$ 3,919,891.84
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
				<b>\$ 7,693,385.34</b>	<b>\$ 16,746,865.10</b>	<b>\$ 25,925,344.84</b>
U. S. Treasury Bills			<b>OTHER RESERVES</b>			
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
				<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>
Total	<b>\$ 109,089,325.19</b>	<b>\$ 109,319,329.42</b>	<b>OPERATING CASH</b>			
Funds Under Control of Fiscal Agents:			Balance Available for Daily Operations	\$ 24,094,360.86	\$ 15,040,881.10	\$ 558,088.36
<b>US BANK</b>				<b>\$ 24,094,360.86</b>	<b>\$ 15,040,881.10</b>	<b>\$ 558,088.36</b>
2016A Bond - Principal & Payment Funds	\$ -	\$ -				
2016A Bond - Interest Fund	\$ 0.14	\$ 0.14				
Total	<b>\$ 0.14</b>	<b>\$ 0.14</b>	<b>Grand Total</b>	<b>\$ 109,319,329.56</b>	<b>\$ 109,319,329.56</b>	<b>\$ 109,319,329.56</b>
<b>Grand Total</b>	<b>\$ 109,089,325.33</b>	<b>\$ 109,319,329.56</b>	<b>UNRESTRICTED RESERVES</b>	<b>\$ 51,066,431.30</b>		

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.

\_\_\_\_\_  
General Manager

## West Valley Water District Investment Memo – July 2022

**Note:**

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

**Total Fund Balance**

When comparing the District's total fund balances month-over-month between July (\$109,319,329.56) and Jun (\$109,089,325.33), CLA found the \$230,004.23 increased fund balance between July and June.

**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, 2022, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted a review of the District's cash and money-market securities and found that all 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 \$25 billion with over thirty years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of July 31, 2022 is 0.02%. Therefore, the District is following 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 California's guidelines do, however, establish that maximum investment maturities for United States Treasury Obligations are limited to five years. As of July 31, 2022, 8.3% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States

## West Valley Water District Investment Memo – July 2022

Treasury Issues, the District is in conformity with the investment policy and the State of California’s Local Agency Investment Guidelines.

**Negotiable Certificates of Deposit** – Section 9.4 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.” All instruments categorized as negotiable certificates of deposit in the District’s portfolio follow Section 9.4 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 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit 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(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District’s investment portfolio for certificates of deposit at 30%. The State of California’s guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0% of the District’s total investment balance as of July 31, 2022. Therefore, the District is following both the investment policy and the State of California’s standards.

**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 follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA’s analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

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

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

Medium-term notes constitute 5.3% of the District’s total investment balance as of July 31, 2022. Therefore, the District is following both the investment policy and the State of California’s standards.

**Federal Agency Obligations** – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although

## West Valley Water District Investment Memo – July 2022

the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District's current federal agency holdings are rated AAA by multiple NRSRO's as of July 31, 2022.

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

The maximum percentage of the District's investments in federal agency obligations is 30% of the portfolio. Federal agency obligations represent 6.7% of the District's total investment balance as of July 31, 2022. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

### **Local Agency Investment Fund (LAIF)**

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

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

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

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

As of the period ending July 31, 2022, the District's Local Agency Investment Fund balance represents 61.3% of the District's entire portfolio. Therefore, the District is following 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, 2022, LAIF investments had a net-yield of 1.090%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 68.57%
- Agencies- 18.86%
- Certificates of Deposit/Bank Notes- 5.59%
- Commercial Paper- 4.40%
- Time Deposits- 2.01%
- Loans- 0.36%
- Corporate Bonds- 0.21%

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

## West Valley Water District Investment Memo – July 2022

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 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.

### **The Investment Trust of California (Cal TRUST)**

The District maintains investments in the CalTRUST Short-Term Fund. For the month ending July 31, 2022 the Net Asset Value per share was \$9.99 (\$16,685,213.89 book value) for CalTRUST Short-Term Fund investments. Per the CalTRUST Month End Portfolio Statistics dated July 31, 2022, the credit rating for the Short-Term Fund is AAf, identifying the credit quality of the fund’s portfolio performance as very strong.

Section 9.3 of the District’s investment policy states “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, 2022, the District’s CalTRUST investment balance represents 15.3% of the District’s entire portfolio. Therefore, the District is following 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, 2022, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. 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 July 2022 (\$2,026,703.26) and June 2022 (\$13,098,764.84), CLA observed a decrease in the July 2022 account balance of \$11,072,061.58 versus June 2022 was mostly due to the District transferring \$11,000,000 into the LAIF account on July 11, 2022.

During our review of the July 2022 Chase General Governmental Checking account bank statement, it was noted that there were 3 reversals of fraudulent ACH debits and 15 fraudulent checks totaling \$15,968.81 and \$35,167.89, respectively.

## West Valley Water District Investment Memo – July 2022

Regarding the ACH Debits, the fraudster attempted to issue ACH debits. West Valley Water District (“WVWD”) has a policy where the bank emails an ACH exception report for WVWD to review and reject as needed. If WVWD does not respond to the email, the current arrangement is for exception to be automatically rejected.

Regarding the fraudulent checks, Chase Bank has a similar procedure where a check exception report is issued for WVWD to review and reject fraudulent checks as needed. Currently, WVWD has implemented check number and amount positive pay.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer’s Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer’s Report, which ultimately impacts its liquidity.

In July, the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The balances in both accounts went remained unchanged between July 2022 and June 2022. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO’s emphasis on transferring more of its unrestricted cash balances to the District’s investments accounts to take advantage of the increased rate of return.

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 normally reconciled daily. 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 daily. Cash deposits are reconciled daily by the District’s accounting department. Petty cash is normally reconciled by the accounting department monthly. The District’s accounting department provided CLA with a formalized reconciliation for the petty cash account as of July 31, 2022 to verify the \$700 petty cash balance. The District was unable to provide a formalized cash drawer reconciliation for July 2022.

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, 2022 the District had 1.9% of its portfolio invested in bank deposit accounts.

### **Commercial Paper**

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper



## West Valley Water District Investment Memo – July 2022

investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District's portfolio may be invested in this category.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District's investment portfolio for commercial paper at 25%. The State of California's guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of July 31, 2022, the District had 0.1% invested in commercial paper investment, which maintained a maturity date of less than 270 days from the purchase date. Therefore, the District is following both the investment policy and the State of California's standards.

**Supranational**

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 supranationals should be five years or less.

As of July 31, 2022, the District's investments in five securities categorized as supranationals was 1.0% of the total portfolio and 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 2022

**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, 2022 ending balance of \$0.14 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 monthly. CLA was able to confirm that the customer deposit accounts balance presented on the July 2022 Treasurer's Report reconciles with the District's general ledger. The July 31, 2022 balance of \$5,375,077.01 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 \$49,877,821.11 presented on the July 2022 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.

**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 \$12,695,687.00 (\$7,827,687.00 for fiscal year 2022-23 and \$4,868,000.00 for fiscal year 2023-24) in its

## West Valley Water District Reserve Memo – July 2022

capital project account, meeting the minimum target level required for both fiscal years. Based upon the inquiry of finance department personnel, certain projects are no longer included in the capital improvement reserve in the board approved budget for the FY 22-23 because those projects are funded directly from the Capacity Charge Restricted Fund. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of July 31, 2022 by comparing the board-approved 2022-23 Capital Improvement Budget which indicates a total CIP (Operating Revenues + Capacity Charges + FY 2021-22 Carryover Balance) for fiscal year 2022-23 of \$7,827,687.00. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2023-24) which amounts to \$4,868,000.00, therefore, the District meets the requirement indicated in its reserve policy.

**Administrative & General Account** – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either project, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of July 31, 2022, the administrative and general account contains \$1,582,998.10 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 2022-23 board-approved budget, the District anticipates water revenues of \$19,701,887.62 for the current fiscal year. Therefore, CLA can verify that the District’s current balance of \$985,094.40 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

**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 2022-23 board-approved budget, CLA can confirm the District has an operating expenses budget of \$31,659,962.37. As of July 31, 2022, the operating reserve account maintains a balance of \$5,276,660.33, 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, 2022 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$130,663,061.32. As of July 31, 2022, the emergency account represents a balance of \$1,306,630.61 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

## West Valley Water District Reserve Memo – July 2022

**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 and this amount is considered adequate based on conversations with the District’s CFO.

**Balance Available for Daily Operations** – This balance represents the District’s total cash balance less any fund requirements. For the month ending July 31, 2022, the District had a total of \$109,319,329.56 in various institutional accounts. The required reserve balances by type total \$85,224,968.70 and are categorized as follows:

- Restricted Funds- \$58,252,898.26
- Capital Reserve Funds- \$14,278,685.10
- Liquidity Funds- \$7,693,685.34
- Other Reserves- \$5,000,000.00

Based on the District’s Treasurer’s Report, which indicates a total cash balance of \$109,319,329.56 and fund requirements of \$85,224,968.70, the fund balance available for daily operations reconciles to the July 2022 Treasurer’s report.

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the July 2022 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment, and reserve balances as of July 31, 2022 total \$109,319,329.56. In its assessment of the District’s accounts, the balances on the Treasurer’s Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District  
Investment Policy Analysis  
July 31, 2022

U.S. Bank - Chandler Asset Management		
Money Market	22,299.47	A
Commercial Paper	99,577.00	A
Federal Agency Obligations	7,303,932.90	A
U.S. Government	9,108,308.50	A
Corporate Bonds	5,843,407.05	A
Supranational	1,140,972.50	A
Negotiable CD	-	A
<b>Total U.S. Bank - Chandler Asset Management Funds</b>	<b>23,518,497.42</b>	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	2,026,703.26	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)		B
2016A Bond - Principal & Payment Funds	-	B
2016A Bond - Interest Fund	0.14	B
District Cash Drawers	4,300.00	C
<b>Total Checking and Savings</b>	<b>2,084,640.46</b>	

CalTRUST Short Term Fund	16,685,213.89	A
CalTRUST Medium Term Fund	-	A
LAIF	67,030,977.79	A
<b>Total July 31, 2022 District Funds</b>	<b>109,319,329.56</b>	

The balances indicated above are as of July 31, 2022

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 07/31/22, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	99,577.00
Federal Agency Obligations	30%	7,303,932.90
U.S. Government	No Limit	9,108,308.50
LAIF	No Limit	67,030,977.79
CalTRUST	No Limit	16,685,213.89
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	5,843,407.05
Money Market	20%	22,299.47
Bank Deposits	No Limit	2,084,640.46
Supranational	30%	1,140,972.50
		109,319,329.56
<b>Funds Excluded from Policy</b>	2016A	-
<b>Total July 31, 2022 District Funds</b>		<b>109,319,329.56</b>

Asset Class	July 2022	
	(% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.1%	25%
Federal Agency Obligations	6.7%	30%
U.S. Government	8.3%	No Limit
LAIF	61.3%	No Limit
CalTRUST	15.3%	No Limit
Negotiable CD	0.0%	30%
Medium Term Notes (Corporate Bonds)	5.3%	30%
Money Market	0.02%	20%
Bank Deposits	1.9%	No Limit
Supranational	1.0%	30%

West Valley Water District  
 Bond Analysis  
 July 31, 2022

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137EAEN5	249,217.50	Aaa	Yes	8/7/2018	6/19/2023	4.8
F H L M C - 3137EAES4	175,390.20	Aaa	Yes	6/24/2020	6/26/2023	3.0
FFCB Note 3133EKZK5	246,642.50	Aaa	Yes	8/19/2019	8/14/2023	3.9
Federal Home Loan Bks - 313383YJ4	251,035.00	Aaa	Yes	11/29/2018	9/8/2023	4.7
F N M A - 3135G0UJ43	234,833.15	Aaa	Yes	9/12/2018	9/12/2023	4.9
FHLMC MTN- 3137EAEZ8	483,500.00	Aaa	Yes	10/7/2020	11/6/2023	3.0
F N M A - 3135G06H1	419,692.35	Aaa	Yes	11/23/2020	11/27/2023	3.0
FHLMC MTN- 3137EAF2	337,645.00	Aaa	Yes	12/2/2020	12/4/2023	3.0
Federal Home Loan Bks - 3130A0F70	241,149.60	Aaa	Yes	12/13/2018	12/8/2023	4.9
Federal Home Loan Bks - 3130AB3H7	188,172.20	Aaa	Yes	4/8/2019	3/8/2024	4.8
Federal Home Loan Bks - 3130A0XE5	251,140.00	Aaa	Yes	3/19/2019	3/8/2024	4.9
FFCB Note 3133EKNX0	247,070.00	Aaa	Yes	6/25/2019	6/3/2024	4.9
Federal Home Loan Bks - 3130A1XJ2	249,605.00	Aaa	Yes	6/12/2019	6/14/2024	4.9
F N M A - 3135G0V75	244,995.00	Aaa	Yes	7/8/2019	7/2/2024	4.9
FFCB- 3133EKP75	243,650.00	Aaa	Yes	10/15/2019	9/17/2024	4.9
F N M A - 3135G0W66	242,790.00	Aaa	Yes	10/17/2019	10/15/2024	4.9
F N M A - 3135G0X24	92,079.70	Aaa	Yes	1/8/2020	1/7/2025	4.9
Federal Home Loan Mortgage Company - 3137EAEP0	275,438.25	Aaa	Yes	2/13/2020	2/12/2025	4.9
F N M A Deb - 3135G03U5	159,941.10	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	266,455.05	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	325,244.50	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	472,657.80	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	277,986.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEX3	203,698.00	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	463,285.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	460,620.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
<b>Total Federal Agency Obligations</b>	<b>7,303,932.90</b>					

Negotiable Certificate of Deposit						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
<b>Total Negotiable Certificates of Deposit</b>	-					

Money Market Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	22,299.47	Aaa	Yes	various		
<b>Total Money Market</b>	<b>22,299.47</b>					

Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Toyota Mtr Cr Corp Disc Coml C P - 89233HJW5	99,577.00	P-1	Yes	1/28/2022	9/30/2022	0.7
<b>Total Commercial Paper</b>	<b>99,577.00</b>					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Inter American Devel Bk - 4581XOCZ9	249,847.50	Aaa	Yes	5/10/2018	9/14/2022	4.3
International Finance Corp - 45950KCR9	242,280.00	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	184,850.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581XODV7	463,995.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
<b>Total Supranational</b>	<b>1,140,972.50</b>					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Visa Inc Callable Note Cont 92826CAC6	150,025.50	Aa3	Yes	12/13/2018	12/14/2022	3.9
Charles Schwab Corp - 808513AT2	149,578.50	A2	Yes	6/8/2018	1/25/2023	4.6
Berkshire Hathaway Inc. - 084670BR8	149,715.00	Aa2	Yes	5/9/2018	3/15/2023	4.8
Toyota Motor Credit Corp. - 89236TJD8	142,588.65	A1	Yes	4/6/2021	4/6/2023	2.0
Apple Inc. - 037833AK6	149,340.00	Aaa	Yes	4/11/2019	5/3/2023	4.0
Walmart Inc - 931142EK5	150,355.50	Aa2	Yes	6/26/2018	6/26/2023	4.9
Bank of NY Mellon Corp - 06406FAD5	297,519.00	A1	Yes	3/15/2021	8/16/2023	2.4
John Deere Capital Corp - 24422EVN6	322,946.70	A2	Yes	3/1/2021	1/17/2024	2.8
National Rural Util Coop - 637432NL5	199,180.00	A1	Yes	4/6/2022	2/7/2024	1.8
Bank of America - 06051GHF9	124,780.00	A2	Yes	5/29/2019	3/5/2024	4.7
Schwab Charles Corp. - 808513BN4	101,103.45	A2	Yes	3/16/2021	3/18/2024	3.0
Amazon Com Inc. - 023135BW5	287,385.00	A1	Yes	5/10/2021	5/12/2024	3.0
Jpmorgan Chase Co - 46625HJX9	302,304.00	A2	Yes	12/5/2019	5/13/2024	4.4
Caterpillar Fini Service - 14913R2L0	295,960.10	A2	Yes	5/10/2021	5/17/2024	3.0
Salesforce Com Inc - 79466LAG9	47,790.50	A2	Yes	6/29/2021	7/15/2024	3.0
US Bancorp - 91159HHX1	147,613.50	A2	Yes	2/5/2021	7/30/2024	3.4
Paccar Financial Corp - 69371RR40	113,698.80	A1	Yes	8/3/2021	8/9/2024	3.0
Paccar Financial Corp - 69371RR73	232,330.40	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Gbl Nto - 717081EX7	118,185.00	A2	Yes	6/3/2020	5/28/2025	4.9
State Str Corp - 857477BR3	76,304.80	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	161,687.75	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	55,799.40	A3	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	55,887.60	Aa2	Yes	9/8/2021	9/17/2026	5.0
Target Corp - 87612EBM7	133,007.00	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	287,478.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	90,991.00	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664C22	271,709.20	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	250,355.00	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	102,867.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEF3	107,230.20	A3	Yes	5/17/2022	5/15/2027	4.9
Toronto Dominion Bank - 89114QCA4	295,293.00	A1	Yes	4/23/2021	6/12/2024	3.1
Bank of Montreal - 06367WB85	239,040.00	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	233,357.50	A1	Yes	5/20/2021	6/10/2025	4.0
<b>Total U.S. Corporate</b>	<b>5,843,407.05</b>					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 07/31/22	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 912828L24	249,922.50	Aaa	Yes	5/9/2018	8/31/2022	4.3
U.S. Treasury Note - 912828M80	249,415.00	Aaa	Yes	5/9/2018	11/30/2022	4.5
U.S. Treasury Note - 912828V80	247,345.00	Aaa	Yes	4/29/2019	1/31/2024	4.7
U.S. Treasury Note - 912828X70	245,987.50	Aaa	Yes	9/5/2019	4/30/2024	4.6
U.S. Treasury Note - 912828U3	171,349.50	Aaa	Yes	12/30/2019	8/31/2024	4.6
U.S. Treasury Note - 912828YM6	485,135.00	Aaa	Yes	12/9/2020	10/31/2024	3.8
U.S. Treasury Note - 912828YV6	242,255.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	482,030.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note - 912828ZF0	469,905.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	467,405.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	464,845.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 912828CAB7	462,990.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 912828CAJ0	462,010.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 912828CAT8	460,390.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 912828CBC4	460,685.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 912828CBH3	459,845.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 912828CBQ3	461,155.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 912828CCF6	231,630.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note - 912828CCP4	459,805.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 912828CCW9	461,580.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note - 912828CCZ2	463,360.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U.S. Treasury Note - 912828CEN7	500,740.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 912828CET4	448,524.00	Aaa	Yes	7/8/2022	5/31/2027	4.8
<b>Total U.S. Government</b>	<b>9,108,308.50</b>					

July 2022 Bond Total per Treasurer's Report 23,518,497.42  
 Total Per July 2022 Chandler Statement 23,518,497.42  
 Variance -



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** CASH DISBURSEMENTS REPORT - JULY 2022

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**BACKGROUND:**

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

**DISCUSSION:**

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 Finance Committee, Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll Disbursements. 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.

**FISCAL IMPACT:**

There is no fiscal impact for producing the July 2022 Cash Disbursement Reports.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the July 2022 Cash Disbursement Reports.

Respectfully Submitted,



*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. 2022 July Cash Disbursements Payroll Board Report
2. 2022 July Cash Disbursements Board Report

**MEETING HISTORY:**

08/24/22 Finance Committee REFERRED TO BOARD

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2022 - 2023**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
July 2022	Monthly Pay Period #7	06/01/22	06/30/22	7,113.22
July 2022	Pay Period #14	06/24/22	07/08/22	322,603.34
July 2022	Pay Period #15	07/08/22	07/22/22	295,540.63
	Total for July 2022			<u>625,257.19</u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
JULY 2022**

Date	Item	Check No. or EFT	Amount
07/07/22	Monthly Pay Period #7	none	
07/14/22	Pay Period #14	8863 - 8864	1,196.33
07/28/22	Pay Period #15	8866	216.80
	<b>Total Checks</b>		<b><u>1,413.13</u></b>
07/07/22	Monthly Pay Period #7 Direct Deposits	EFT	6,181.52
07/07/22	Federal Tax Withheld Social Security & Medicare	EFT	1,394.00
07/07/22	State Tax Withheld	EFT	101.20
07/14/22	Pay Period #14 Direct Deposits	EFT	213,751.04
07/14/22	Federal Tax Withheld Social Security & Medicare	EFT	86,733.78
07/14/22	State Tax Withheld and State Disability Insurance	EFT	17,890.82
07/14/22	Lincoln Deferred Compensation Withheld	EFT	14,451.88
07/14/22	Lincoln - Employer Match Benefit	EFT	3,450.00
07/14/22	Nationwide Deferred Compensation Withheld	EFT	2,692.00
07/14/22	Nationwide - Employer Match Benefit	EFT	625.00
07/14/22	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	29,199.95
07/14/22	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	15,989.59
07/14/22	California State Disbursement	EFT	1,050.46
07/28/22	Pay Period #15 Direct Deposits	EFT	197,149.33
07/28/22	Federal Tax Withheld Social Security & Medicare	EFT	76,379.99
07/28/22	State Tax Withheld and State Disability Insurance	EFT	16,177.09
07/28/22	Lincoln Deferred Compensation Withheld	EFT	14,257.55
07/28/22	Lincoln - Employer Match Benefit	EFT	3,375.00
07/28/22	Nationwide Deferred Compensation Withheld	EFT	2,692.00
07/28/22	Nationwide - Employer Match Benefit	EFT	625.00
07/28/22	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	27,850.10
07/28/22	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,342.37
07/28/22	California State Disbursement	EFT	1,050.46
07/22/22	CalPERS - FY 22/23 Pepay Unfunded Accrued Liability -Classic	EFT	603,463.00
07/22/22	CalPERS - FY 22/23 Prepay Unfunded Accrued Liability -PEPRA	EFT	12,380.00
	<b>Total EFT</b>		<b><u>1,365,253.13</u></b>
	<b>Grand Total Payroll Cash</b>		<b><u>1,366,666.26</u></b>



**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6257	HASA INC.	CHEMICALS-WELL#54	\$ 273.42	
6257	HASA INC.	CHEMICALS-WELL#15	\$ 273.29	
6257	HASA INC.	CHEMICALS-WELL#24	\$ 126.13	
6257	HASA INC.	CHEMICALS-WELL#4	\$ 315.34	
6257	HASA INC.	CHEMICALS-WELL#1	\$ 210.22	
6257	HASA INC.	CHEMICALS-WELL#8	\$ 378.40	
6257	HASA INC.	CHEMICALS-WELL#54	\$ 168.18	
6257	HASA INC.	CHEMICALS-BLF	\$ 1,051.12	
6257	HASA INC.	CHEMICALS-WELL#8	\$ 525.56	
6257	HASA INC.	CHEMICALS-WELL#1	\$ 261.63	
6257	HASA INC.	CHEMICALS-BLF	\$ 313.96	
6257	HASA INC.	CHEMICALS-PECHLORATE	\$ 420.45	
6257	HASA INC.	CHEMICALS-PECHLORATE	\$ 209.31	
6257	HASA INC.	CHEMICALS-PECHLORATE	\$ 251.17	
6258	INFOSEND INC	APRIL 2022 NEWSLETTER	\$ 2,174.58	
6259	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 414.58	
6259	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 413.82	
6259	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 132.01	
6259	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 456.34	
6259	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 275.95	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 404.32	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 451.33	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 491.73	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 486.87	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 482.25	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 474.65	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 442.32	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 478.97	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 403.46	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 276.08	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 240.72	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 415.41	
6259	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 151.59	
6260	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-JAN 2022	\$ 424.00	
6260	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-FEB 2022	\$ 424.00	
6260	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-MARCH 2022	\$ 424.00	
6261	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-DANIEL GUERRA	\$ 174.54	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.78	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.55	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.62	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.29	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.23	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.72	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.22	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.62	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.90	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.90	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 49.76	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.72	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.62	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.90	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.72	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.22	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.62	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
6262	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.54	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 4.72	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 4.72	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 423.58	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.05	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.07	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.87	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.87	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.05	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.07	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.87	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.07	
6262	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.05	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.83	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.83	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.83	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.83	
6262	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
6262	UNIFIRST CORPORATION	ROEMER JANITORIAL SERVICES	\$ 124.55	
6262	UNIFIRST CORPORATION	ROEMER JANITORIAL SERVICES	\$ 136.28	
6262	UNIFIRST CORPORATION	ROEMER JANITORIAL SVCS	\$ 136.28	
6262	UNIFIRST CORPORATION	ROEMER JANITORIAL SERVICES	\$ 136.28	
6262	UNIFIRST CORPORATION	ROEMER JANITORIAL SVCS	\$ 136.28	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.56	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.56	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.56	
6262	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.72	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.70	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.52	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.20	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.27	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.82	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.27	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.85	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.53	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.21	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.53	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.21	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.85	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 35.75	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.85	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.21	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6262	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.50	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.24	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.74	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.64	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.34	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.27	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.92	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.97	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.27	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.60	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.57	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.27	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.97	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.60	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.57	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.95	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.97	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.57	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.27	
6262	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.60	
6262	UNIFIRST CORPORATION	HQ JANITORIAL SERVICES	\$ 301.09	
6262	UNIFIRST CORPORATION	HQ JANITORIAL SVCS	\$ 212.17	
6262	UNIFIRST CORPORATION	HQ JANITORIAL SERVICES	\$ 212.17	
6262	UNIFIRST CORPORATION	HQ JANITORIAL SVCS	\$ 212.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.84	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.66	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.99	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.99	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.17	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.99	
6262	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.78	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.40	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 3.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.18	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.18	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.00	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.00	



**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.18	
6262	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
6269	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 611.97	
6269	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 8,255.44	
6269	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 180.88	
6269	ACWA /JPIA	HEALTH INSURANCE	\$ 124,283.46	
6269	ACWA /JPIA	VISION	\$ 1,609.68	
6269	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 555.76	
6269	ACWA /JPIA	HEALTH INSURANCE	\$ 6,979.28	
6269	ACWA /JPIA	VISION	\$ 84.72	
6269	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 255.99	
6269	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 14.28	
6269	ACWA /JPIA	HEALTH INSURANCE	\$ 7,415.02	
6269	ACWA /JPIA	VISION	\$ 127.08	
6269	ACWA /JPIA	EE Adjustment - July	\$ 2,812.97	
6269	ACWA /JPIA	Retiree - Health Benefits for July 2022	\$ 17,482.24	
6269	ACWA /JPIA	Retiree - Health Benefits for July 2022	\$ 2,072.08	
6269	ACWA /JPIA	Retiree - Health Benefits for July 2022	\$ 614.22	
6269	ACWA /JPIA	Credit for P. Becker May 2022	\$ (1,898.45)	
6269	ACWA /JPIA	Credit for P. Becker May 2022	\$ (169.30)	
6269	ACWA /JPIA	Credit for P. Becker May 2022	\$ (21.18)	
6269	ACWA /JPIA	Credit for P. Becker May 2022	\$ (2.38)	
6270	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
6270	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
6270	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
6271	CDW GOVERNMENT INC	GIS SERVER MS Windows Licensing 2022	\$ 1,159.86	
6271	CDW GOVERNMENT INC	GIS SERVER MS Windows Licensing 2022	\$ 1,381.08	
6272	CHANDLER ASSET MANAGEMENT	JUNE 2022 SERVICES	\$ 1,957.73	
6273	HARRINGTON INDUSTRIAL PLASTICS	ROEMER SUPPLIES	\$ 417.86	
6273	HARRINGTON INDUSTRIAL PLASTICS	ROEMER SUPPLIES	\$ 112.58	
6274	HIDALGO, ALLAN B	REIMBURSEMENT BACKFLOW EXAM	\$ 285.00	
6275	HILLMAN, AARON B	D2 CERTIFICATION	\$ 55.00	
6276	INLAND ROAD SERVICE & TIRE	Urgent tire repair for 105T	\$ 677.58	
6276	INLAND ROAD SERVICE & TIRE	Urgent tire repair for 105T B	\$ 677.58	
6277	LEASE PLAN USA INC	VEHICLES MAINTENANCE	\$ 12,801.48	
6278	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 220.24	
6278	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 33.94	
6278	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 339.74	
6279	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-JAROLD HILL	\$ 225.00	
6280	ACWA/JOINT POWERS INSURANCE	2021/2022 PROPERTY INSURANCE	\$ 175,006.38	
6281	ARAIZA, ANTHONY W	MEDICARE PART B APRIL-JUNE 2022	\$ 1,326.90	
6282	ARAIZA, DIANA	MEDICARE PART B APRIL-JUNE 2022	\$ 1,326.90	
6283	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	\$ 5,560.00	
6283	CALIFORNIA LANDSCAPE & DESIGN INC.	Blanket PO for Landscape Services for 47 Sites/HQ	\$ 1,540.00	
6284	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 5,937.75
6284	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 3,713.75
6285	CASEY, MATTHEW P	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6286	CDW GOVERNMENT INC	Windows Server 2022 & SQL 2019 License CALs	\$ 674.85	
6286	CDW GOVERNMENT INC	Windows Server 2022 & SQL 2019 License CALs	\$ 2,975.00	
6287	CED CREDIT OFFICE	Hubbell Cable Pulling Grip for Copper	\$ 2,691.56	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAN FEES-BLF	\$ 13.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 31.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 33.75	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 33.75	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 22.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 13.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 128.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 27.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 27.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 18.75	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 22.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 211.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 141.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 169.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 35.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 169.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 35.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 80.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 82.50	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 113.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 80.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 30.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 113.25	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 80.00	
6288	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 30.00	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 344.00	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 448.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 827.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 204.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 34.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 172.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 69.00	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 34.50	
6289	CRB SECURITY SOLUTIONS	Security alarm monitoring for all District sites	\$ 69.00	
6289	CRB SECURITY SOLUTIONS	Upgrade security alarm dialers fro 3G to 5G.	\$ 1,488.31	
6289	CRB SECURITY SOLUTIONS	Upgrade security alarm dialers fro 3G to 5G.	\$ 5,115.27	
6290	CURTIS, DEVI A	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6291	CURTIS, MITCHELL A	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6292	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM-10272 S CEDAR PL	\$ 129.95	
6292	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM-18451 VINEYARD AVE	\$ 129.95	
6293	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 245.21	
6293	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 164.49	
6293	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 89.38	
6293	FASTENAL COMPANY	SHOP SUPPLIES	\$ 18.38	
6293	FASTENAL COMPANY	SHOP SUPPLIES	\$ 203.35	
6294	GENERAL PUMP COMPANY INC	Rehab of North Well at East Complex		\$ 67,578.95
6294	GENERAL PUMP COMPANY INC	Well 5A rehab well and reinstall pump		\$ 31,720.00
6294	GENERAL PUMP COMPANY INC	Well 30 rehab and pump replacement		\$ 12,195.00
6295	GETZ, BETTY	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6296	HALL, BARBARA A.	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6297	HANNA, DIANA G	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6298	HANNA, DONALD R	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6299	HARTLEY, MARY JO	GIFT CARDS/SUPPLIES	\$ 257.20	
6300	HASA INC.	CHEMICALS WELL#4	\$ 426.00	
6300	HASA INC.	CHEMICALS WELL#4	\$ 36.49	
6300	HASA INC.	CHEMICALS WELL#7	\$ 378.40	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6300	HASA INC.	CHEMICALS WELL#54	\$ 188.37	
6300	HASA INC.	CHEMICALS WELL#4	\$ 376.75	
6300	HASA INC.	CHEMICALS WELL#24	\$ 146.51	
6300	HASA INC.	CHEMICALS WELL#33	\$ 473.03	
6300	HASA INC.	CHEMICALS WELL#5	\$ 272.10	
6300	HASA INC.	CHEMICALS WELL#8	\$ 272.10	
6300	HASA INC.	CHEMICALS WELL#15	\$ 313.96	
6300	HASA INC.	CHEMICALS-WELL#33	\$ 240.24	
6300	HASA INC.	CHEMICALS-WELL#24	\$ 146.51	
6300	HASA INC.	CHEMICALS-WELL#1	\$ 272.10	
6300	HASA INC.	CHEMICALS-WELL#4	\$ 397.68	
6300	HASA INC.	CHEMICALS-WELL#8	\$ 355.82	
6300	HASA INC.	CHEMICALS-PECHLORATE	\$ 146.51	
6300	HASA INC.	CHEMICALS-FBR	\$ 3,363.38	
6300	HASA INC.	CHEMICALS-ROEMER	\$ 3,714.50	
6301	INFOSEND INC	PROGRAMMING FEE	\$ 700.00	
6302	LANE, JAN	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6303	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 858.00	
6303	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 2,732.00	
6303	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 1,481.50	
6303	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 429.00	
6303	LIEBERT CASSIDY WHITMORE	HR SUBSCRIPTION	\$ 5,170.00	
6304	MARTINEZ, ISABEL M	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6305	MARTINEZ, RAYMOND	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6306	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 116.16	
6306	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 445.56	
6306	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 276.18	
6306	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 412.95	
6306	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 115.37	
6306	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 3,171.77	
6306	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES-RETURNS	\$ (3,171.77)	
6306	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 99.67	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 375.23	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 374.63	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 375.55	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 375.55	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 221.38	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 461.37	
6306	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 498.37	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 430.20	
6306	MCMaster-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 457.38	
6307	MERLIN JOHNSON CONST INC.	Vault lid retrofits		\$ 4,600.00
6307	MERLIN JOHNSON CONST INC.	Vault lid retrofits		\$ 4,650.00
6307	MERLIN JOHNSON CONST INC.	Vault lid retrofits		\$ 4,300.00
6307	MERLIN JOHNSON CONST INC.	Vault lid retrofits		\$ 4,550.00
6308	MILLER SPATIAL SERVICES LLC	Proposal for Field Maintenance Data Entry	\$ 9,750.00	
6308	MILLER SPATIAL SERVICES LLC	Proposal for Tyler GIS Intergration Phase 2		\$ 8,000.00
6309	MURPHY, RONALD	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6310	PICAZO'S FLOWER DESIGNS INC	CENTERPIECES-PEGGY'S RETIREMENT	\$ 646.50	
6311	PRUITT, BARBARA J	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6312	Q AIR-CALIFORNIA	PM Contract for Compressors & Blowers	\$ 1,687.70	
6312	Q AIR-CALIFORNIA	PM Contract for Compressors & Blowers	\$ 1,602.76	
6312	Q AIR-CALIFORNIA	Pm Contract for Compressors & Blowers	\$ 881.13	
6312	Q AIR-CALIFORNIA	Pm Contract for Compressors & Blowers	\$ 1,628.53	

**WEST VALLEY WATER DISTRICT**

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<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
6313	RAMIREZ, YOLANDA	PEGGYS RETIREMENT CELEBRATION EXPENSES	\$ 911.81	
6313	RAMIREZ, YOLANDA	PEGGYS RETIREMENT CELEBRATION EXPENSES	\$ 580.00	
6314	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS -IVAN CANNE	\$ 225.00	
6315	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 6/14/22	\$ 225.00	
6315	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 6/14/22	\$ 200.00	
6316	SALLENDER, PAULETTE	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6317	SAMBA HOLDINGS INC	JUNE 2022 HR SERVICES	\$ 129.56	
6318	SANDER, REBECCA	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6319	SHARP EXTERMINATOR COMPANY	JUNE 2022 SERVICES	\$ 185.00	
6320	SPIK, LINDA M	MEDICARE PART B APRIL-JUNE 2022	\$ 1,020.60	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.62	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.90	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.49	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.72	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.22	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
6321	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
6321	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.87	
6321	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.07	
6321	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 5.05	
6321	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.72	
6321	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.05	
6321	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.83	
6321	UNIFIRST CORPORATION	ROEMER JANITORIAL SERVICES	\$ 136.28	
6321	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.56	
6321	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.95	
6321	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.05	
6321	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.17	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.21	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.05	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 42.33	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.60	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.50	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.53	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.85	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.27	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.57	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.60	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.95	
6321	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.97	
6321	UNIFIRST CORPORATION	JANITORIAL SVCS	\$ 212.17	
6321	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.17	
6321	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 8.00	
6321	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.99	
6321	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.18	

**WEST VALLEY WATER DISTRICT**

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
6321	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
6321	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.00	
6323	WESTBROOK, LAURA	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
6324	ABF PRINTS INC	OFFICE SUPPLIES	\$ 377.13	
6325	AIR & HOSE SOURCE INC	GAS TANK PARTS	\$ 337.90	
6326	ASHWORTH, MARIADA L	MEDICARE PART B REIMB APR-JUNE 2022	\$ 510.30	
6327	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-ENGINEERING DEPT	\$ 1,303.34	
6327	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-ENG DEPT	\$ 190.80	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 448.50	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 172.50	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 827.50	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 69.00	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 34.50	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 69.00	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 344.00	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 34.50	
6328	CRB SECURITY SOLUTIONS	Security Alarms Monitoring & Repair-JULY 2022	\$ 204.50	
6329	DYER, JUNE J	MEDICARE PART B REIMB APR-JUNE 2022	\$ 510.30	
6329	DYER, JUNE J	MEDICARE PART B REIMB JAN-MAR 2022	\$ 510.30	
6330	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 400.92	
6330	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 126.44	
6330	FASTENAL COMPANY	SHOP SUPPLIES	\$ 491.89	
6330	FASTENAL COMPANY	SHOP SUPPLIES	\$ 92.28	
6331	HASA INC.	CHEMICALS-WELL#54	\$ 165.02	
6331	HASA INC.	CHEMICALS-WELL#4	\$ 730.82	
6331	HASA INC.	CHEMICALS-WELL#1	\$ 495.07	
6331	HASA INC.	CHEMICALS-BLF	\$ 1,178.74	
6331	HASA INC.	CHEMICALS-WELL#7	\$ 722.25	
6331	HASA INC.	CHEMICALS-WELL#33	\$ 471.50	
6331	HASA INC.	CHEMICALS-WELL#15	\$ 707.25	
6331	HASA INC.	CHEMICALS-WELL#8	\$ 601.87	
6331	HASA INC.	CHEMICALS-WELL#1	\$ 1,223.13	
6331	HASA INC.	CHEMICALS-WELL#24	\$ 359.75	
6331	HASA INC.	CHEMICALS-BLF	\$ 1,438.98	
6331	HASA INC.	CHEMICALS-WELL#15	\$ 455.68	
6331	HASA INC.	CHEMICALS-WELL#8	\$ 539.62	
6331	HASA INC.	CHEMICALS-WELL#33	\$ 398.35	
6331	HASA INC.	CHEMICALS-WELL#4	\$ 311.78	
6331	HASA INC.	CHEMICALS-PERCHLORATE	\$ 212.17	
6331	HASA INC.	CHEMICALS-PERCHLORATE	\$ 239.83	
6331	HASA INC.	CHEMICALS-PERCHLORATE	\$ 239.83	
6331	HASA INC.	CHEMICALS-ROEMER	\$ 5,383.15	
6332	INFOSEND INC	Postage & Printing Fiscal Yr 21-22-JUNE 2022	\$ 2,890.30	
6332	INFOSEND INC	Postage & Printing Fiscal Yr 21-22-JUNE 2022	\$ 9,962.84	
6333	PANTALEON, SOCORRO	ACWA-DC LODGING/MEALS/TRANSP/FLYERS	\$ 183.13	
6333	PANTALEON, SOCORRO	ACWA-DC LODGING/MEALS/TRANSP/FLYERS	\$ 1,368.31	
6333	PANTALEON, SOCORRO	ACWA-DC EXPENSES	\$ 66.86	
6334	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-APRIL 2022	\$ 424.00	
6334	PICAZO'S FLOWER DESIGNS INC	PLANTS MAINTENANCE-MAY 2022	\$ 424.00	
6335	RAMCO RECYCLED AGGREGATE MATERIALS	MAINTENANCE SHOP SUPPLIES	\$ 55.69	
6336	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING	\$ 225.00	
6337	VULCAN MATERIALS COMPANY	Temporary Asphalt	\$ 1,934.99	
82371	AMAZON.COM SALES INC	ROEMER-SUPPLIES	\$ 275.12	
82372	AQUA-METRIC SALES CO	METERS SUPPLIES	\$ 466.70	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

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<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
82372	AQUA-METRIC SALES CO	METERS SUPPLIES	\$ 155.03	
82373	AT&T	ROEMER FIRE SVC	\$ 142.67	
82374	BURRTEC WASTE INDUSTRIES INC	ROEMER DISPOSAL FEES	\$ 262.86	
82374	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES	\$ 911.94	
82375	CHAMBERLAYNEPR	MAY 2022 SERVICES	\$ 7,500.00	
82376	CHARTER COMMUNICATIONS	TV/TELEPHONE	\$ 55.00	
82376	CHARTER COMMUNICATIONS	TV / TELEPHONE	\$ 221.04	
82376	CHARTER COMMUNICATIONS	CABLE/INTERNET	\$ 485.10	
82376	CHARTER COMMUNICATIONS	CABLE/INTERNET	\$ 1,594.36	
82376	CHARTER COMMUNICATIONS	TV/TELEPHONE	\$ 21.84	
82376	CHARTER COMMUNICATIONS	TV / TELEPHONE	\$ 88.08	
82377	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 181.10	
82378	CITY OF RIALTO	UTILITY USER TAX-JUNE 2022	\$ 45,127.08	
82378	CITY OF RIALTO	UTILITY USER TAX-JUNE 2022	\$ (179.81)	
82379	CITY OF RIALTO-ALARM PROGRAM	FALSE ALARM FEES	\$ 135.50	
82380	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 786.67	
82380	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 263.77	
82380	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 786.56	
82380	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 263.71	
82381	CP CONSTRUCTION CO INC	RETENTION PMT-W22030	\$ 3,453.55	
82382	FAST SERVICE	CUST SERVICES-JUNE 2022	\$ 197.00	
82383	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$ 190.00	
82384	HOME DEPOT	SHOP SUPPLIES	\$ 23.64	
82385	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 330.00	
82385	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 330.00	
82386	INLAND EMPIRE UTILITIES AGENCY	MAY 2022 SERVICES	\$ 5,752.54	
82387	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 31.87	
82387	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 47.71	
82387	JOHNSON'S HARDWARE INC	ROEMER SUPPLIES	\$ 19.37	
82388	LEGAL SHIELD	LEGALSHIELD	\$ 243.19	
82388	LEGAL SHIELD	LEGALSHIELD	\$ 243.16	
82389	LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA	UNIT#199 MAINTENANCE	\$ 282.81	
82390	MCCROMETER INC	Replacement meter register for Well 15	\$ 2,830.06	
82391	ONTARIO REFRIGERATION SERVICES INC	FBR SUPPLIES	\$ 459.00	
82392	O'REILLY AUTO PARTS	ROEMER SUPPLIES	\$ 77.52	
82392	O'REILLY AUTO PARTS	UNIT#189 MAINTENANCE	\$ 185.25	
82392	O'REILLY AUTO PARTS	UNIT#207 MAINTENANCE	\$ 191.94	
82393	PACK N MAIL	CUST SERVICES-JUNE 2022	\$ 189.00	
82394	QUINN COMPANY	GEN REPAIRS/MAINTENANCE	\$ 73.71	
82395	RIALTO WATER SERVICES	FBR WELHEAD	\$ 67.17	
82395	RIALTO WATER SERVICES	HQ WATER SERVICES	\$ 120.58	
82396	SAN BERNARDINO COUNTY ATC CONTROLLER DIVISION	LAFCO FEES FY 2022-2023	\$ 20,000.00	
82397	SHERIFFS COURT SERVICES	GARNISHMENT	\$ 182.77	
82397	SHERIFFS COURT SERVICES	GARNISHMENT	\$ 145.96	
82398	SO CALIFORNIA EDISON	ROEMER ELECTRICITY	\$ 51,112.37	
82399	FRANCHISE TAX BOARD	GARNISHMENT	\$ 50.00	
82399	FRANCHISE TAX BOARD	GARNISHMENT	\$ 50.00	
82399	FRANCHISE TAX BOARD	GARNISHMENT	\$ 50.00	
82400	THE STANDARD	AD&D	\$ 320.59	
82400	THE STANDARD	DEPENDENT LIFE	\$ 94.71	
82400	THE STANDARD	LIFE INSURANCE	\$ 2,364.09	
82400	THE STANDARD	LONG TERM DISABILITY	\$ 2,222.14	
82400	THE STANDARD	AD&D	\$ 25.20	
82400	THE STANDARD	DEPENDENT LIFE	\$ 4.92	

**WEST VALLEY WATER DISTRICT**

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<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
82400	THE STANDARD	LIFE INSURANCE	\$ 186.00	
82400	THE STANDARD	LONG TERM DISABILITY	\$ 15.53	
82400	THE STANDARD	AD&D	\$ 7.36	
82400	THE STANDARD	DEPENDENT LIFE	\$ 2.46	
82400	THE STANDARD	LIFE INSURANCE	\$ 54.26	
82400	THE STANDARD	LONG TERM DISABILITY	\$ 27.78	
82400	THE STANDARD	EMPLOYEE AFTER-TAX	\$ (2.00)	
82400	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 610.13	
82400	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 601.28	
82400	THE STANDARD	EE Adjustments - Termed EEs	\$ 40.01	
82400	THE STANDARD	EE Adjustments	\$ 0.04	
82401	TRES ES INC	CONSULTANTS JUNE 2022	\$ 7,500.00	
82402	TYLER TECHNOLOGIES INC	REMOTE FEES-4/1/22-6/30/22	\$ 31,429.20	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 483.97	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 17.50	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 36.57	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 334.48	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 395.75	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 27.54	
82403	UGSI CHEMICAL FEED, INC	DAF chemical pump parts	\$ 133.18	
82404	USA BLUEBOOK	DPD Cl2 Reagent	\$ 643.25	
82404	USA BLUEBOOK	DPD Cl2 Reagent	\$ 75.83	
82405	VERIZON WIRELESS PHONES	CELL PHONES / IPADS	\$ 4,665.51	
82405	VERIZON WIRELESS PHONES	CELL PHONES / IPADS	\$ 1,473.08	
82406	YALCIN, TELAT	ESRI CONFERENCE-LODGING	\$ 987.18	
82407	YO FIRE	Stock Order 05/16/22	\$ 183.18	
82407	YO FIRE	Stock Order 05/16/22	\$ 5,671.96	
82407	YO FIRE	Stock Order 05/16/22	\$ 232.74	
82407	YO FIRE	Stock Order 05/16/22	\$ 362.04	
82407	YO FIRE	Stock Order 05/16/22	\$ 371.72	
82407	YO FIRE	Stock Order 05/16/22	\$ 3,316.55	
82407	YO FIRE	Stock Order 05/16/22	\$ 640.04	
82407	YO FIRE	Stock Order 05/16/22	\$ 1,080.73	
82407	YO FIRE	Stock Order 05/16/22	\$ 127.15	
82407	YO FIRE	Stock Order 05/16/22	\$ 581.85	
82407	YO FIRE	Hydrant Parts 06/02/22	\$ 13,026.97	
82407	YO FIRE	Hydrant Parts 06/02/22	\$ 7,289.29	
82407	YO FIRE	Hydrant Parts 06/02/22	\$ 4,126.83	
82407	YO FIRE	WATER QLTY SUPPLIES	\$ 280.15	
82407	YO FIRE	Cross Connection Equipment	\$ 280.15	
82407	YO FIRE	Cross Connection Equipment	\$ 91.59	
82407	YO FIRE	Cross Connection Equipment	\$ 193.95	
82408	Adame, Ermalinda M.	Customer Refund	\$ 991.16	
82409	LLC, CLAASIC	Customer Refund	\$ 17.33	
82410	VELASQUEZ, JOHANNA/ PHILIP	Customer Refund	\$ 37.26	
82411	FUMA, LINDA	Customer Refund	\$ 31.29	
82412	SALMERON, CAROLYN &	Customer Refund	\$ 75.37	
82413	JAMES, VASEL ADONIS	Customer Refund	\$ 261.53	
82414	ORTIZ, DAWN	Customer Refund	\$ 24.64	
82415	Hawwash, Ehab	Customer Refund	\$ 38.74	
82416	KUANG, XUEMEI	Customer Refund	\$ 41.28	
82417	PERRET, ALLEN/VALERIE VALENCIA	Customer Refund	\$ 28.49	
82418	ERVIN, HARRY	Customer Refund	\$ 27.46	
82419	Patel, Amruta	Customer Refund	\$ 57.67	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
82420	NGUYEN, KIM	Customer Refund	\$ 65.66	
82421	HARDY & HARPER INC	Customer Refund	\$ 814.89	
82422	WEST END GUN CLUB	Customer Refund	\$ 1,982.65	
82423	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$ 55.68	
82424	AMAZON.COM SALES INC	ROEMER SUPPLIES	\$ 275.12	
82424	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 208.95	
82424	AMAZON.COM SALES INC	PR OUTREACH SUPPLIES	\$ 26.88	
82425	AQUA-METRIC SALES CO	Meter Order 07/11/22	\$ 8,447.30	
82425	AQUA-METRIC SALES CO	Meter Order 07/11/22	\$ 13,937.68	
82426	CEMEX INC	Blanket PO Sand For Backfill	\$ 400.51	
82427	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 181.10	
82428	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW JUNE 2022	\$ 22,516.94	
82429	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 3.26	
82429	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 494.04	
82430	FERGUSON, LETA	MEDICARE PART B APRIL-JUNE 2022	\$ 255.15	
82431	FERGUSON, THOMAS E	MEDICARE PART B APRIL-JUNE 2022	\$ 255.15	
82432	FRANCISCO INCHAURREGUI SOLE PROP	DEPOSIT REFUNDS-FRANCISCO INCHAURREGUI	\$ 95.00	
82432	FRANCISCO INCHAURREGUI SOLE PROP	DEPOSIT REFUNDS-FRANCISCO INCHAURREGUI	\$ 4,729.00	
82432	FRANCISCO INCHAURREGUI SOLE PROP	DEPOSIT REFUNDS-FRANCISCO INCHAURREGUI	\$ 945.80	
82432	FRANCISCO INCHAURREGUI SOLE PROP	DEPOSIT REFUNDS-FRANCISCO INCHAURREGUI	\$ 11,076.00	
82432	FRANCISCO INCHAURREGUI SOLE PROP	DEPOSIT REFUNDS-FRANCISCO INCHAURREGUI	\$ 1,198.00	
82433	GRAINGER INC	PRODUCTION SUPPLIES	\$ 498.33	
82433	GRAINGER INC	FBR SUPPLIES	\$ 109.17	
82433	GRAINGER INC	ROEMER SUPPLIES	\$ 498.33	
82433	GRAINGER INC	ROEMER SUPPLIES	\$ 482.74	
82433	GRAINGER INC	ROEMER SUPPLIES	\$ 45.57	
82434	HOME DEPOT	ROEMER SUPPLIES	\$ 378.49	
82435	HUNT ORTMANN PALFFY NIEVES DARLING & MAH II	LEGAL FEES MAY 2022		\$ 19,856.00
82436	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 95.07	
82437	LOWES	Craftsman Generator for Valve truck	\$ 920.24	
82438	MCCALLS METERS INC	Large meter testing 3" to 8"	\$ 9,165.00	
82438	MCCALLS METERS INC	Large meter testing 3" to 8"	\$ 210.12	
82439	MIKE ROQUET CONSTRUCTION, INC.	Alder Reservoir 3-1 Road Pave		\$ 83,543.83
82440	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Arrears Program Letters/Postage	\$ 2,252.65	
82440	MINUTEMAN PRESS OF RANCHO CUCAMONGA	COLORING SHEETS	\$ 865.29	
82440	MINUTEMAN PRESS OF RANCHO CUCAMONGA	RECOGNITION CERTIFICATES	\$ 131.06	
82441	MISCOWATER	FBR SUPPLIES	\$ 218.02	
82442	MONTELONGO, ERNEST	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
82443	MONTELONGO, TERESA E	MEDICARE PART B APRIL-JUNE 2022	\$ 510.30	
82444	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 174.41	
82445	ROSEMOUNT INC	Chemical tank transducer	\$ 2,698.94	
82445	ROSEMOUNT INC	Radar Level Transmitter	\$ 1,145.69	
82446	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
82447	SOUTHWEST VALVE & EQUIPMENT	Two 16 inch backwash valve	\$ 24,409.46	
82448	TAFOYA LAW GROUP APC	MAY 2022 LEGAL FEES	\$ 20,976.00	
82449	UNDERGROUND SERVICE ALERT	USA Ticket Fees	\$ 633.70	
82449	UNDERGROUND SERVICE ALERT	USA Ticket Fees	\$ 166.91	
82450	UNIVAR USA INC	Phosphoric Acid	\$ 4,140.75	
82451	USA BLUEBOOK	FBR SUPPLIES	\$ 482.31	
82451	USA BLUEBOOK	FBR SUPPLIES	\$ 472.57	
82451	USA BLUEBOOK	ROEMER SUPPLIES	\$ 96.95	
82451	USA BLUEBOOK	ROEMER SUPPLIES	\$ 420.11	
82452	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES	\$ 679.98	
82453	WHITE CAP CONSTRUCTION SUPPLY	APT 90lb. Pneumatic jack hammer	\$ 2,123.76	



**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
82454	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket FY 22-23	\$ 1,088.07	
82455	AMAZON.COM SALES INC	OFFICE SUPPLIES-RETURNS	\$ (15.85)	
82455	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 36.62	
82455	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 496.52	
82455	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 94.20	
82455	AMAZON.COM SALES INC	VEHICLE MAINT SUPPLIES	\$ 155.62	
82455	AMAZON.COM SALES INC	PR SUPPLIES	\$ 92.92	
82456	AT&T	TELEMETRY LINE-7/7/22-8/6/22	\$ 68.96	
82457	AT&T INTERNET	INTERNET FFES	\$ 111.64	
82458	CITY OF SAN BERNARDINO	BLF WATER 6/10/22-7/12/22	\$ 27.31	
82458	CITY OF SAN BERNARDINO	BLF WATER 6/10/22-7/12/22	\$ 16.20	
82459	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$ 379.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 23.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 33.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 39.95	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 55.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 66.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 69.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 125.00	
82460	CROWD CONTROL INDUSTRIES LLC	Reopening Materials	\$ 363.61	
82460	CROWD CONTROL INDUSTRIES LLC	CUSTOMER SERVICE SUPPLIES	\$ 160.13	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 456.58	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 298.64	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 648.96	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 278.43	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 244.79	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 236.49	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 145.03	
82461	FERGUSON ENTERPRISES INC # 677	Brass Parts 07/13/22	\$ 175.08	
82462	GARDA CL WEST INC	ARMORED TRANSPORT-JULY 2022	\$ 324.65	
82463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 210.88	
82463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 458.69	
82463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 80.12	
82463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 5.20	
82463	GRAINGER INC	PRODUCTION SUPPLIES	\$ 215.63	
82463	GRAINGER INC	SHOP SUPPLIES	\$ 46.74	
82464	HONEYCOTT INC	WATER METER BEE REMOVAL	\$ 195.00	
82465	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 68.01	
82466	LIZETT SANTORO	ENGINEERING COMMITTEE MEETING	\$ 114.23	
82467	LOWES	ROEMER SUPPLIES	\$ 42.02	
82468	MONTE VISTA WATER DISTRICT	2021-2022 WEWAC PROGRAM	\$ 1,000.00	
82469	O'REILLY AUTO PARTS	UNIT 200 MAINTENANCE	\$ 29.28	
82470	PACE, JOYCE E	MEDICARE PART B REIMB JAN-MAR 2022	\$ 510.30	
82471	PG MECHANICAL	420E BACKHOE REPAIR	\$ 540.00	
82472	QUADIENT FINANCE USA INC	POSTAGE	\$ 525.83	
82473	REGIONAL GOVERNMENT SERVICES AUTHORITY	Consultant Services for Admin-JUNE 2022	\$ 5,800.60	
82474	RIALTO WATER SERVICES	WELL #16 WATER	\$ 30.42	
82475	SC COMMERCIAL LLC	Gasoline for Fleet	\$ 16,828.69	
82476	SO CALIFORNIA EDISON	WELL#22 ELECTRICITY	\$ 10.43	
82476	SO CALIFORNIA EDISON	WELL#22 ELECTRICITY	\$ 7.93	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 68,697.95	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 21,792.06	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 161,406.56	
82476	SO CALIFORNIA EDISON	S END SHOP ELECTRICITY	\$ 73.66	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
82476	SO CALIFORNIA EDISON	S END SHOP ELECTRICITY	\$ 33.40	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 28,948.58	
82476	SO CALIFORNIA EDISON	WELL#6 ELECTRICITY	\$ 10,307.60	
82476	SO CALIFORNIA EDISON	WELL#6 ELECTRICITY	\$ 6,871.56	
82476	SO CALIFORNIA EDISON	WELL#11X ELECTRICITY	\$ 22.40	
82476	SO CALIFORNIA EDISON	WELL#11X ELECTRICITY	\$ 17.03	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 21,026.61	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 273.42	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 3,102.81	
82476	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 5,299.76	
82477	STATE WATER RESOURCES CONTROL BOARD	WATER & WASTEWATER ARREARAGE PAYMENT PRC	\$ 156,604.66	
82478	STATE WATER RESOURCES CONTROL BOARD	T2 CERTIFICATION-AARON HILLMAN	\$ 60.00	
82479	THE GAS COMPANY	ROEMER GAS SERVICES	\$ 13.59	
82479	THE GAS COMPANY	ROEMER GAS SERVICES	\$ 3.36	
82479	THE GAS COMPANY	HQ GAS SERVICE	\$ 9.90	
82479	THE GAS COMPANY	HQ GAS SERVICE	\$ 5.88	
82480	TSAI, LINDA H.K	MEDICARE PART B REIMB JAN-JUNE 2022	\$ 1,020.60	
82481	TSAI, LON S	MEDICARE PART B REIMB JAN-JUNE 2022	\$ 1,020.60	
82482	VAN JEW	ACWA DC-AIRFARE/MEALS/TRANSPORTATION	\$ 908.97	
82483	YO FIRE	MAINTENANCE SUPPLIES	\$ 1,192.15	
82484	HOO, RICH	Customer Refund	\$ 71.40	
82485	INC., OPENDOOR LABS	Customer Refund	\$ 63.03	
82486	FLORES, SERGIO	Customer Refund	\$ 19.35	
82487	JIMENEZ, THOMAS	Customer Refund	\$ 25.12	
82488	BAI, LI ZHU & XIAO LIN	Customer Refund	\$ 66.71	
82489	REPKE, KYLE	Customer Refund	\$ 11.17	
82490	FRANCISCO INCHAURREGUI	Customer Refund	\$ 1,678.52	
82491	MANAGEMENT, LOGIC PROPERTY	Customer Refund	\$ 75.84	
82492	EVANS, CHAD	Customer Refund	\$ 723.76	
82493	JACOBS, ELISSA/RICHARD	Customer Refund	\$ 0.13	
82494	LLC, WXY INVESTMENT	Customer Refund	\$ 6.64	
82495	DURANT, DEON L	Customer Refund	\$ 38.44	
82496	J&E PROPERTY MANAGEMENT	Customer Refund	\$ 31.01	
82497	Singh, Gurmeet	Customer Refund	\$ 30.89	
82498	Arciga, Ivan	Customer Refund	\$ 17.24	
82499	DIGIORGIO, MARCIA	Customer Refund	\$ 1.53	
82500	RUIZ, RAY	Customer Refund	\$ 45.17	
82501	OPENDOOR PROPERTY TRUST I	Customer Refund	\$ 24.35	
82502	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 280.00	
82502	ALL PRO ENTERPRISES INC.	Janitorial Services for District	\$ 3,591.92	
82503	ALLIANCE 2020 INC	HR SERVICES	\$ 234.25	
82504	AM CONSERVATION GROUP INC	Water Conservation Items	\$ 255.37	
82504	AM CONSERVATION GROUP INC	Water Conservation Items	\$ 2,139.10	
82504	AM CONSERVATION GROUP INC	Water Conservation Items	\$ 1,609.79	
82504	AM CONSERVATION GROUP INC	Water Conservation Items	\$ 255.37	
82504	AM CONSERVATION GROUP INC	Water Conservation Items	\$ 161.63	
82505	AMAZON.COM SALES INC	SHOP SUPPLIES	\$ 365.26	
82505	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 8.50	
82505	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 312.84	
82505	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 388.86	
82505	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 302.95	
82505	AMAZON.COM SALES INC	DISTRICT MAINT SUPPLIES	\$ 173.43	
82505	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 430.99	
82505	AMAZON.COM SALES INC	PR SUPPLIES	\$ 142.41	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
82505	AMAZON.COM SALES INC	PR SUPPLIES	\$ 145.71	
82506	BRAY SALES, INC.	Arsenic plant backwash valve	\$ 1,440.68	
82507	CINTAS CORPORATION	JANIT SUPPLIES	\$ 114.65	
82507	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 181.10	
82508	CLIFTON LARSON ALLEN	Treasurer Services- June 2022 done in July	\$ 2,625.00	
82509	CONTROL TEMP INC	DISTRICT AC MAINT	\$ 285.77	
82510	CONVERGEONE, INC	Converge one Cisco Xaas Sercure point 2022 maint	\$ 4,290.00	
82511	DELTA CONSTRUCTION	REFUND 496 S MERIDIAN AVE-NOT IN OUR DISTRICT	\$ 150.00	
82512	DUNN EDWARDS CORPORATION	OFFICE SUPPLIES	\$ 8.61	
82512	DUNN EDWARDS CORPORATION	OFFICE SUPPLIES-CREDIT	\$ (6.42)	
82513	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$ 190.00	
82514	GRAINGER INC	PRODUCTION SUPPLIES	\$ 185.54	
82514	GRAINGER INC	PRODUCTION SUPPLIES	\$ 68.18	
82514	GRAINGER INC	ROEMER SUPPLIES	\$ 287.00	
82514	GRAINGER INC	ROEMER SUPPLIES	\$ 23.10	
82514	GRAINGER INC	VEHICLE MAINT SUPPLIES	\$ 97.55	
82515	HOME DEPOT	ROEMER SUPPLIES	\$ 34.78	
82515	HOME DEPOT	ROEMER SUPPLIES	\$ 276.11	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 226.21	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 252.10	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 385.75	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 52.11	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 95.90	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 309.24	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 138.09	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 93.68	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 386.82	
82515	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 15.06	
82515	HOME DEPOT	METERS SUPPLIES-RETURNS	\$ (397.60)	
82516	INLAND EMPIRE RESOURCE CONS DIST	OUTREACH PROGRAM-WORKSHOPS	\$ 7,100.00	
82517	INTERSTATE BATTERY OF	PRODUCTION SUPPLIES	\$ 183.73	
82518	JOHN R BYERLY INC	Zone 8-3 Reservoir		\$ 12,458.00
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 185.79	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 99.90	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 62.54	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 44.15	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 36.18	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 81.86	
82519	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 9.69	
82519	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 72.05	
82519	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 48.62	
82519	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 18.30	
82519	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 31.43	
82520	LIZETT SANTORO	SAFETY & TECHNOLOGY COMMITTEES	\$ 105.90	
82521	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 21,060.00	
82521	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 9,000.00	
82522	MINUTEMAN PRESS OF RANCHO CUCAMONGA	Truck Inspection Booklets	\$ 737.80	
82523	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 6.47	
82523	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 9.03	
82524	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, /	HR SERVICES-EH	\$ 553.00	
82525	ONTARIO REFRIGERATION SERVICES INC	A/C Blower motor and fan	\$ 1,502.00	
82526	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 55.60	
82527	RAINBOW BOLT & SUPPLY INC	ROEMER SUPPLIES	\$ 75.86	
82528	ROSEMOUNT INC	Chemical tank transducer	\$ 1,452.38	

**WEST VALLEY WATER DISTRICT**

## CASH DISBURSEMENT REPORT

July 2022

<b>EFT/Check #</b>	<b>Vendor Name</b>	<b>Description</b>	<b>O &amp; M Amount</b>	<b>CIP Amount</b>
82529	ROYAL INDUSTRIAL SOLUTIONS	ROEMER SUPPLIES	\$ 364.21	
82529	ROYAL INDUSTRIAL SOLUTIONS	SHOP SUPPLIES	\$ 262.36	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES WELL 41	\$ 455.00	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES WELL 24	\$ 455.00	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES WELL 2	\$ 455.00	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES WELL 8A	\$ 455.00	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES ZONE 2-3	\$ 455.00	
82530	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES BLF	\$ 455.00	
82531	SDRMA (SPECIAL DISTRICT RISK	WORKERS COMP INSURANCE 2022/2023	\$ 163,007.23	
82532	SO CALIFORNIA EDISON	BLF ELECTRICITY	\$ 45.08	
82532	SO CALIFORNIA EDISON	BLF ELECTRICITY	\$ 105.00	
82532	SO CALIFORNIA EDISON	WELL#17 ELECTRICITY	\$ 158.52	
82532	SO CALIFORNIA EDISON	WELL#17 ELECTRIC	\$ 237.88	
82533	STATE WATER RESOURCES CONTROL BOARD	CLIFFORD RAY-T2 & D2 CERTIFICATIONS	\$ 120.00	
82534	STERLING WATER TECHNOLOGIES LLC	ALuminum Chlorohydrate	\$ 32,262.40	
82535	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 2,846.31	
82535	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 2,846.31	
82535	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 2,846.32	
82535	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 2,846.31	
82536	SULZER ELECTRO-MECHANICAL SERVICES	Motor drive replacement, pump # 1 at 7-1 Pump Sta	\$ 19,943.45	
82537	TESCO CONTROLS INC	PRODUCTION SUPPLIES	\$ 449.68	
82538	THERMO ELECTRON NORTH AMERICA LLC	Dionex ICS 2100 Parts	\$ 1,127.98	
82538	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 1,454.63	
82538	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 1,627.02	
82538	THERMO ELECTRON NORTH AMERICA LLC	Dionex Parts	\$ 531.21	
82539	TYCON HOLDINGS LC	Descaler-Roemer	\$ 2,192.40	
82540	TYLER TECHNOLOGIES INC	CONTRACTS/LICENSES	\$ 43.75	
82541	ULINE	SHOP SUPPLIES	\$ 467.20	
82542	USA BLUEBOOK	WATER QLTY SUPPLIES	\$ 91.20	
82542	USA BLUEBOOK	ROEMER SUPPLIES	\$ 472.95	
82542	USA BLUEBOOK	ROEMER SUPPLIES	\$ 449.45	
82542	USA BLUEBOOK	ROEMER SUPPLIES	\$ 166.81	
82542	USA BLUEBOOK	ROEMER SUPPLIES	\$ 404.98	
82542	USA BLUEBOOK	ROEMER SUPPLIES	\$ 47.23	
82543	Westside Story Newspaper	ADVERTISEMENT	\$ 100.00	
82544	YO FIRE	MAINTENANCE SUPPLIES	\$ 251.06	
82545	STATE WATER RESOURCES CONTROL BOARD	JOANNE CHAN-T5 CERTIFICATION	\$ 105.00	
SUBTOTALS			\$ 1,745,253.09	\$ 292,935.50
<b>GRAND TOTAL</b>			<b>\$ 2,038,188.59</b>	



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** MONTHLY REVENUE & EXPENDITURES REPORT - JULY 2022

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**BACKGROUND:**

The Board of Directors requested the Monthly Financial Status Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented on a monthly basis.

**DISCUSSION:**

The Monthly Financial Status Reports summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. Current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. Fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through July 31. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percent column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

**FISCAL IMPACT:**

There is no fiscal impact for producing the July 2022 Monthly Revenue & Expenditure Report.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the July 2022 Monthly Revenue & Expenditure Report.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. 2022 July Monthly Revenue & Expenditures Report

**MEETING HISTORY:**

08/24/22 Finance Committee REFERRED TO BOARD



West Valley Water District, CA

# Budget Report

## Group Summary

For Fiscal: 2022-2023 Period Ending: 07/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>							
4000 - Water consumption sales	19,701,888.00	19,701,888.00	1,837,014.88	1,837,014.88	0.00	-17,864,873.12	9.32 %
4010 - Water service charges	8,168,023.00	8,168,023.00	681,065.74	681,065.74	0.00	-7,486,957.26	8.34 %
4020 - Other operating revenue	3,967,920.00	3,967,920.00	84,520.05	84,520.05	0.00	-3,883,399.95	2.13 %
4030 - Property Taxes	3,069,566.00	3,069,566.00	-208.85	-208.85	0.00	-3,069,774.85	0.01 %
4040 - Interest & Investment Earnings	350,000.00	350,000.00	927,043.22	927,043.22	0.00	577,043.22	264.87 %
4050 - Rental Revenue	36,303.00	36,303.00	3,169.08	3,169.08	0.00	-33,133.92	8.73 %
4060 - Grants and Reimbursements	127,892.00	127,892.00	2,150.00	2,150.00	0.00	-125,742.00	1.68 %
4080 - Other Non-Operating Revenue	15,783.00	15,783.00	0.00	0.00	0.00	-15,783.00	0.00 %
<b>Revenue Total:</b>	<b>35,437,375.00</b>	<b>35,437,375.00</b>	<b>3,534,754.12</b>	<b>3,534,754.12</b>	<b>0.00</b>	<b>-31,902,620.88</b>	<b>9.97 %</b>

## Budget Report

For Fiscal: 2022-2023 Period Ending: 07/31/2022

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>							
5110 - Source Of Supply	2,530,789.00	2,530,789.00	0.00	0.00	0.00	2,530,789.00	0.00 %
5210 - Production	4,403,550.00	4,403,550.00	95,550.89	95,550.89	110,020.19	4,197,978.92	4.67 %
5310 - Water Quality	772,375.00	772,375.00	31,453.46	31,453.46	5,145.93	735,775.61	4.74 %
5320 - Water Treatment - Perchlorate	550,000.00	550,000.00	1,990.35	1,990.35	24,308.17	523,701.48	4.78 %
5350 - Water Treatment - FBR/FXB	2,204,600.00	2,204,600.00	66,717.80	66,717.80	597,249.25	1,540,632.95	30.12 %
5390 - Water Treatment - Roemer/Arsenic	1,944,210.00	1,944,210.00	62,613.15	62,613.15	152,579.13	1,729,017.72	11.07 %
5410 - Maintenance - T & D	2,545,250.00	2,545,250.00	92,339.76	92,339.76	413,941.42	2,038,968.82	19.89 %
5510 - Customer Service	1,323,600.00	1,323,600.00	73,932.26	73,932.26	0.00	1,249,667.74	5.59 %
5520 - Meter Reading	1,154,500.00	1,154,500.00	52,395.31	52,395.31	30,165.46	1,071,939.23	7.15 %
5530 - Billing	537,700.00	537,700.00	18,447.95	18,447.95	174,000.00	345,252.05	35.79 %
5610 - Administration	2,512,301.00	2,512,301.00	55,376.42	55,376.42	0.00	2,456,924.58	2.20 %
5615 - General Operations	3,378,372.00	3,378,372.00	693,048.89	693,048.89	325,444.17	2,359,878.94	30.15 %
5620 - Accounting	974,443.00	974,443.00	56,918.84	56,918.84	51,000.00	866,524.16	11.07 %
5630 - Engineering	1,793,120.00	1,793,120.00	98,251.87	98,251.87	58,500.75	1,636,367.38	8.74 %
5640 - Business Systems	1,369,630.00	1,369,630.00	60,525.54	60,525.54	1,347.76	1,307,756.70	4.52 %
5645 - GIS	285,830.00	285,830.00	11,856.27	11,856.27	0.00	273,973.73	4.15 %
5650 - Board Of Directors	304,900.00	304,900.00	9,839.53	9,839.53	29,175.00	265,885.47	12.80 %
5660 - Human Resources/Risk Management	964,580.00	964,580.00	33,056.68	33,056.68	120,225.00	811,298.32	15.89 %
5680 - Purchasing	667,300.00	667,300.00	32,838.91	32,838.91	0.00	634,461.09	4.92 %
5710 - Public Affairs	1,362,912.00	1,362,912.00	34,212.55	34,212.55	517,500.00	811,199.45	40.48 %
5720 - Grants & Rebates	80,000.00	80,000.00	0.00	0.00	0.00	80,000.00	0.00 %
<b>Expense Total:</b>	<b>31,659,962.00</b>	<b>31,659,962.00</b>	<b>1,581,366.43</b>	<b>1,581,366.43</b>	<b>2,610,602.23</b>	<b>27,467,993.34</b>	<b>13.24 %</b>
<b>Report Surplus (Deficit):</b>	<b>3,777,413.00</b>	<b>3,777,413.00</b>	<b>1,953,387.69</b>	<b>1,953,387.69</b>	<b>-2,610,602.23</b>	<b>-4,434,627.54</b>	<b>-17.40 %</b>



Budget Report

For Fiscal: 2022-2023 Period Ending: 07/31/2022

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	3,777,413.00	3,777,413.00	1,953,387.69	1,953,387.69	-2,610,602.23	-4,434,627.54
Report Surplus (Deficit):	3,777,413.00	3,777,413.00	1,953,387.69	1,953,387.69	-2,610,602.23	-4,434,627.54



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** FUNDS TRANSFER - JULY 2022

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**BACKGROUND:**

In February 2020, Resolution No. 2020-8 was adopted authorizing the General Manager, Board President/Directors, and Chief Financial Officer, as authorized signers to access LAIF. Due to the limited access the CFO is unable to transfer funds from the District's general J.P. Morgan Chase account to investment accounts. This limitation restricts the District to maximize interest earnings because the CFO cannot imitate these transfers without Board approval. To maximize interest earnings, the CFO should be authorized to transfer funds between accounts as needed.

At the August 20, 2020 Board of Directors meeting, WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

**FISCAL IMPACT:**

Potential interest earnings on funds invested/transferred.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the July's Transfer report.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. July 2022 Transfer Report

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD

**Fund Transfer Detail July 2022**

Date	Beginning Balances	Amount
7/11/2022	Chase Gen Checking	13,368,727.44
7/11/2022	LAIF	55,935,612.90

Date	Transfers	Amount
7/11/2022	Chase Gen Checking → LAIF	11,000,000.00

Date	**Ending Balances (After Transfers)	Amount
7/11/2022	Chase Gen Checking	2,486,825.74
7/11/2022	LAIF	66,935,612.90

*\*\*Ending balances may include other credits/deposits besides transfer amounts.*



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** TRANSFER OF UNCLAIMED FUNDS INTO DISTRICT GENERAL FUND

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**BACKGROUND:**

The District's checking account accumulates outstanding checks. Periodically, staff removes the stale dated checks from the bank reconciliation and moves them into a liability account. As of March 31, 2022 the balance in this account is \$134,319.72, which includes outstanding checks dated through October 2021.

**DISCUSSION:**

Government Code sections 50050-50052 describe the procedure to apply to unclaimed funds that are at least three years old. The procedure involves publishing a notice of unclaimed funds once a week, for two successive weeks in a newspaper of general circulation. Any claims that are submitted as a result of the notice will be investigated and approved or rejected by the Treasurer. Any funds remaining unclaimed 45 to 60 days after the first publication may be transferred to the District's General Fund.

Government Code section 50055 describes the procedure to apply to unclaimed funds of \$15.00 or less and held by the District for more than one year, does not need to be publicly noticed but may be transferred into the District's General Fund. The funds in question were publicly noticed and published in the Rialto Record on 05/12/22 and 05/19/22.

**FISCAL IMPACT:**

No adverse financial impact.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to authorize the transfer of stale dated checks that are more than one-year-old and less than \$15.00 (Exhibit A) to the District General Fund. Also, the transfer to District General Fund all unclaimed monies that are more than \$15.00 and are more than three years old (Exhibit B).

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. 2022 Staff Report - Exhibit A
2. 2022 Staff Report - Exhibit B

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD

**EXHIBIT A****UNCLAIMED FUNDS - \$15.00 OR LESS AND MORE THAN 1 YEAR**

<b><u>Date</u></b>	<b><u>Name</u></b>	<b><u>Amount</u></b>
04/03/20	BRAUN,SADIE	9.62
04/03/20	DELA ROSA, MARIELLAH/ RAMIL	9.06
04/03/20	J.E.T EMPIRE, LLC	0.21
	ROBLES, REBECCA/JABRIL	
04/03/20	PEARSON	5.61
08/20/20	CLAYTON, RICHARD/LORRI	1.92
09/10/20	ROSEMARY ROJAS	4.24
10/22/20	ROMERO, ENEYDA	6.52
10/29/20	BENJAMIN, APRILE	3.30
11/05/20	RENDON, JAMES / THELMA D	9.07
11/12/20	CARRERA, REYES A/GRACIELA	5.03
01/14/21	TERRIQUEZ, MARCELINO	1.04
02/11/21	WRI PROPERTY MANAGEMENT	10.94
02/18/21	LOPEZ, PABLO	3.41
06/24/21	NED'S OIL SALES INC	6.44
06/10/21	ONUIGBO, BRYTANI & JOHN	0.95
06/03/21	BRIGHTON, DEBRA F	3.83
04/15/21	LAKESIDE MARINE	4.58
07/08/21	EDUARDO MEDINA	8.55
07/29/21	MACIAS, KEVIN R	6.76
	TOTAL UNDER \$15 AND OVER 1 YEAR	\$ 101.08

**EXHIBIT B****UNCLAIMED FUNDS - \$15.00 OR MORE AND MORE 3 YEARS OR OLDER**

<u>Date</u>	<u>Name</u>	<u>Amount</u>
04/23/18	10681 PRODUCTION AVENUE LLC	1,378.58
04/23/18	2013 - 1 IH BORROWER L.P.	220.33
04/23/18	2014-1 IH BORROWER L.P.	364.15
04/23/18	2014-2 IH BORROWER LP	150.88
04/23/18	2014-3 IH BORROWER L.P.	102.49
04/23/18	ABELLA-HERNANDEZ, MAURA	153.05
04/23/18	ACEVEDO, ISRAEL	105.05
04/23/18	ACOSTA, EFRAIN	28.96
04/23/18	ADAMS, BILLY	129.49
05/22/18	ADAMS, ROY P	29.36
05/10/18	ADAMS, ROY P	21.30
04/23/18	AHN, CHANG JIN	122.38
04/23/18	ALARCON, STEVEN	146.80
04/23/18	ALATORRE, JOVANNA & ANDREW	137.77
04/23/18	ALEMAN, MIRIAM	122.52
04/23/18	ALI, IMAN	193.91
04/23/18	ALI, SHAHID	101.26
04/23/18	ALVARADO SR., FRANK	103.75
04/23/18	ALVARADO, JAVIER & MARIA	54.70
04/23/18	ALVAREZ, EDWIN G.	51.11
04/23/18	AMBROSE, JOHN	122.50
04/23/18	AMPARO, KARL	113.84
04/23/18	ANDRADE, MARIA G.	150.71
04/23/18	ARANGO, CHRISTOPHER & JENNIFER	39.18
04/23/18	AREVALO, SAUL	119.07
04/23/18	ARIAS, SIGIFREDO	96.30
04/23/18	ARREOLA, ROSA	124.94
07/05/18	ARRIETA, DORA	64.38
04/23/18	ARTERBERRY, RHONDA	99.54
04/23/18	AWAD, ABDEL R	97.48
04/23/18	AYLAS, STEVE	57.80
04/23/18	BALDONADO, ROSE	103.20
04/23/18	BARAKAT, GEORGE/LORENE A	154.47
04/23/18	BARELA, DIANE	236.40
08/23/18	BARRAGAN, MARITZA	22.64
04/23/18	BARRAGAN, MARITZA	19.89
04/23/18	BATHGATE, JAMES	141.86
04/23/18	BELL, LUZ LOLA	141.62
04/23/18	BELTRAN, CARRIE/ OMAR	117.79
04/23/18	BERUMEN, ABEL	279.94



06/07/18	BLACKMON HOMES INC TR#17957	60.00
04/23/18	BLADES, BRENDA & JAMES	108.26
04/23/18	BLANCO, GLORIA I.	139.50
04/23/18	BLAYLOCK, JERRY	144.81
04/23/18	BLM PRK & REC SPECIAL DIS	5,506.22
04/23/18	BONILLA, ELIZABETH	188.89
04/23/18	BOYD, JAMES A	29.07
04/23/18	BRANDON'S DINER INC	115.62
04/23/18	BROOKHOUSER, PAMELA/JAMES	134.56
04/23/18	BURGUETE, ROLANDO	228.63
04/23/18	BURKE, KIMBERLY	186.35
04/23/18	BURKHALTER, WILLIAM	158.61
04/23/18	CAMPBELL, MATTHEW / EVA-MARIE	55.25
04/23/18	CARDENAS, JESSE J.	104.24
04/23/18	CARDIEL, JOSE	117.00
04/23/18	CARNAHAN, JOSEPH W	105.27
04/23/18	CARNEGIE, CHRIS	35.85
04/23/18	CARRANZA, JOSE	176.06
04/23/18	CARRILLO, MARISELA	103.03
04/23/18	CASILLAS, GLADYS	105.18
11/08/18	CASILLAS, ROSA/ANTONIO	203.35
04/23/18	CASTILLO, ROGELIO DE JESUS	105.27
04/23/18	CASTORENA, JORGE L	71.08
04/23/18	CASTRO, BRENDA	143.91
04/23/18	CAUDLE, LEROY	154.43
04/23/18	CEBALLOS, LUIS	26.20
04/23/18	CHARPENTIER, JORN M	110.10
04/23/18	CHATWOOD, CLAY L.	161.35
02/21/19	CHAVEZ, MANUEL	48.45
04/23/18	CHEAL, PETER	71.12
04/23/18	CHOI, KYUNG HO	104.79
04/23/18	CISNEROS, DOROTHY N	16.96
04/23/18	CITY OF COLTON	1,185.37
04/23/18	COAST LOGISTICS LLC	116.91
04/23/18	COBB, BRIDGETTE	22.64
04/23/18	COCA, ELMER GIL/MARIA	121.83
04/23/18	COLLINS, LUCILLE	145.05
04/23/18	COMBS, QUANNAH	142.18
04/23/18	COOPER LIGHTTING LLC	1,864.84
04/23/18	CORLEW, NORMAN	105.57
04/23/18	CORTES, ARTURO	138.87
04/23/18	CORTES, CIPRIANO/VIRGINIA	108.26
07/26/18	CORTEZ,RENE	73.62

04/23/18	COUNTS, CATRINA	103.20
04/23/18	CREECH, MICHAEL J.	119.07
04/23/18	CRESPIN, ROSEMARY S.	246.62
04/23/18	CUEN, ALLEN C.	287.20
04/23/18	DAVALOS, RAMON	117.79
04/23/18	DAVIS, CARL	190.90
04/23/18	DAVIS, MORGANA	141.92
04/23/18	DE LEON, NATALIE	100.10
04/23/18	DEES, LYDIA	145.64
04/23/18	DELGADILLO, ALBERT	243.48
04/23/18	DIAZ, CHERISE	106.30
04/23/18	DIAZ, DELMY	107.69
04/23/18	DIAZ, LORENZO	274.91
04/23/18	DOMINGUEZ, ADRIANA	42.71
04/23/18	DORAME, JUAN & MARLENE	64.42
04/23/18	DOUVIKAS, KONSTANTINOS	133.91
04/23/18	DRAWN, RAYMOND	274.32
04/23/18	DUNN, MARTHA L	19.97
04/23/18	ELLSWORTH, KIM	122.18
04/23/18	ERBE, TIM	133.44
04/23/18	ESCALANTE, PAMELA/RICARDO SALA	65.94
04/23/18	ESPINO, MICHELLE C.	49.41
04/23/18	ESPINOZA PARRA, ROXANNE	26.20
04/23/18	ESPINOZA, FERMIN & MARTHA	121.49
04/23/18	ESPINOZA, MARTHA J	306.34
04/23/18	ESSWEIN, CARLTON	112.57
04/23/18	EVANS, HARRY	115.59
04/23/18	FED EX GROUND	2,439.15
04/23/18	FEDEX GROUND	4,777.08
04/23/18	FEDEX GROUND	1,691.00
11/08/18	FLOREZ, JOSEPH	172.44
04/23/18	FONES, LORI	218.19
09/20/18	FONSECA, SANTOS	57.61
04/23/18	FONTANA I MEDICAL PROPERTIES	1,599.99
04/23/18	FORD, LISA & FIDAK, JAMES	73.67
04/23/18	FORD, LORETTA	123.11
04/23/18	FRANCISCO, ROWENA	109.07
04/23/18	FREEMAN, DONALD / BARBARA	151.16
04/23/18	FRITO-LAY SALES & DISTR	321.83
08/09/18	FRONTIER COMMUNITIES	140.00
04/23/18	FUENTES, JOSE CARLOS	141.15
04/23/18	G K P I -USA INC	218.46
04/23/18	GALVAN, ANGEL	220.22

04/23/18	GARCIA, ART	119.58
04/23/18	GARCIA, CARRI	69.49
04/23/18	GARCIA, EDELMIRA/RAMON	109.07
04/23/18	GARCIA, HECTOR/CAROLINE	101.82
04/23/18	GARCIA, HELEN I	34.95
04/23/18	GARCIA, JAIME	23.50
04/23/18	GARCIA, JENNIFER / FRANK H	193.00
04/23/18	GEORGE, GERALDINE L	379.88
04/23/18	GILLYARD, NATASHA & MARVIN	87.68
04/23/18	GIRVAN, DAVOLYN	155.54
04/23/18	GODINEZ, JOSE/MARIA	117.55
08/23/18	GOMEZ, GILBERT REYES	33.92
04/23/18	GONZALEZ MERCADO, JUAN	143.89
04/23/18	GOTT, ERIN	129.86
04/23/18	GRIFFIN, STACY	119.81
04/23/18	GUARDIAN COMMERCIAL REAL ESTAT	206.84
04/23/18	GUERRA, RONALD	105.96
10/04/18	GURROLA, JOSE LUIS/NORMA	46.83
04/23/18	GUSMAN, CLIFFORD	145.25
04/23/18	GUZMAN, MANUEL JR	162.08
04/23/18	HAMPTON, VERNON	167.12
04/23/18	HANDMAN, HERBERT E.	137.48
04/23/18	HARRIS, CAROL	39.49
04/23/18	HARWELL, STEPHEN	42.95
11/15/18	HEMSLEY, JENNIFER	67.44
04/23/18	HEMSLEY, JENNIFER	17.74
04/23/18	HENRY, MICHELE M / FREDERICK D	89.99
04/23/18	HERNANDEZ, AMBER	148.05
04/23/18	HERNANDEZ, ARMANDO	100.79
04/23/18	HERNANDEZ, JESUS	138.01
04/23/18	HERNANDEZ, MIGUEL	133.91
04/23/18	HERNANDEZ, SUSANA	51.08
04/23/18	HERRERA, JOHNNY T	113.38
04/23/18	HESSEL, ERIC	64.50
04/23/18	HODGE, TERESA	119.92
04/23/18	INIQUEZ, ARCADIO	125.47
05/22/18	JARAMILLO, RICARDO	22.05
04/23/18	JIMENEZ, FELIPE/LILIANA	139.69
04/23/18	JIMENEZ, MARIBEL	49.09
07/26/18	JIMERSON, MARDELL	67.41
04/23/18	JONES, CASSANDRA	42.15
04/23/18	JORDAN, YUVINA & BENJAMIN	159.26
04/23/18	JUAREZ, SONIA	107.69

04/23/18	KARANJA, FLORENCE EDNA	109.07
04/23/18	KEAN, BRANDON /MONSERRAT	102.98
04/23/18	KILGORE, KENNEDY	102.64
04/23/18	KING JR, EUGENE	21.78
04/23/18	KNIPPEL, JOHN	148.27
04/23/18	LACOURSIERE, NOAH/ JULIE	122.87
04/23/18	LAIRD, LAURA	80.78
04/23/18	LANDAZURI, RENE	106.82
04/23/18	LARIOS, JAVIER/JUAN	105.27
04/23/18	LEE, MIGUEL	20.23
04/23/18	LEE, RENADA	51.36
04/23/18	LEON, CELINA	110.79
01/04/19	LI, TAO	24.34
04/23/18	LIBERTY SERVICES INC.	122.56
04/23/18	LIGGINS, GABRIELLE	108.79
04/23/18	LILE, CARISSA	17.89
04/23/18	LILLIE, MELISSA	35.67
06/07/18	LIN, ANGXUAN	49.04
04/23/18	LIN, ANGXUAN	16.64
04/23/18	LJOT, INGLIS M	76.49
04/23/18	LLAMAS, KATHERINE R & ARNOLD	131.94
01/17/19	LLIDO, ARLIN	23.90
04/23/18	LONGSTREET, CHEREE	167.48
04/23/18	LOPEZ, DANIEL E / CECILIA	108.72
04/23/18	LOPEZ, EFRAIN/ CECILIA R	120.13
04/23/18	LORA, CARLOS	38.67
04/23/18	LOVE, SABRINA	29.07
03/22/19	MA, JUSTIN	76.41
04/23/18	MAGALLON, AMPARO & ANTONIO	29.51
04/23/18	MAGANA, ANTONIO T	128.06
04/23/18	MAHER, JEMMA	108.15
04/23/18	MANJARREZ, MANUEL	44.74
04/23/18	MANOUGIAN, ARMEN & SHELLY	127.01
04/23/18	MANZANO, MARTIN	105.49
04/23/18	MARAVILLA, JUAN R	101.48
04/23/18	MARTIN, BERTHA	107.00
04/23/18	MARTINEZ, ALMA	158.06
04/23/18	MARTINEZ, ANNIE V	134.20
04/23/18	MARTINEZ, NOEL	162.89
04/23/18	MARTINEZ, RAYMOND	240.96
04/23/18	MARTINEZ, WATER	52.27
04/23/18	MATHEWS, TYENZA	128.62
04/23/18	MAYS, JUDITH AND GEORGE	88.94

04/23/18	MCDONALD, BILL	111.81
04/23/18	MCDONALD, KRESHAWN E	32.72
04/23/18	MEDINA, LETICIA	118.38
04/23/18	MEDINA, LUCIA	222.05
04/23/18	MEDINA, MATILDE	109.07
04/23/18	MENDEZ, FERNANDO G	211.50
04/23/18	MERTHIE, WILLIE L	129.77
04/23/18	MEZA, STEVE	100.10
04/23/18	MILLER MCGEE, GAYLE	108.08
04/23/18	MONTES, LINA C / EDGAR D	123.90
04/23/18	MONTES, RIGOBERTO	337.82
04/23/18	MORA, AURELIANO & ESPERANZA	162.34
04/23/18	MORALES, SHARIE & SIXTO	54.84
04/23/18	MORENO, ANA R/JESUS	124.25
04/23/18	MORENO, JESUS/PATRICIA	103.55
04/23/18	MURO, JULIAN	117.00
04/23/18	MUSGROVE, RUDOLPH	119.38
04/23/18	NAITO, CALSIE	35.06
04/23/18	NAKAGAWA, SHIEGO O	121.14
04/23/18	NAKWON AMERICA INC.	194.07
04/23/18	NEAL, DAVID	49.58
04/23/18	NEGRETE, RAYMOND	105.88
04/23/18	NEZAM-DIBA, FARIDEH	151.28
04/23/18	NGUYEN, HONG	137.36
04/23/18	NYEHOLT, JAMES E.	229.40
04/23/18	OCHOA, JOSE	102.64
04/23/18	OEN, LIANG DJIN	107.39
04/23/18	OLMOS-HERNANDEZ, REYNALDO A.	72.52
04/23/18	ORANGE EMPIRE DOG CLUB	1,176.79
04/23/18	ORELLANA, CECILIA & FLORES, ART	128.31
04/23/18	OROZCO, JOSE MANUEL	117.69
11/15/18	OSEGUERA, LIZETTE	44.93
04/23/18	OZUNA, JOSE I	147.71
02/08/19	PACHECO, ALICIA	25.40
04/23/18	PACHECO, ISIAH	238.06
04/23/18	PADILLA, SARAI	122.02
04/23/18	PAIZ, JEREMY/ LAUREN CARREON	110.49
04/23/18	PALACIOS, LOUIS	65.07
04/23/18	PALMER, EDWARD & CARMEN	107.94
04/23/18	PATAO, VALERIE	51.88
04/23/18	PAZ, MONICA	34.84
04/23/18	PDS TRANSPORTATION	20.26
04/23/18	PECINA, FRANCISCA	32.85

10/24/18	PECINA, FRANCISCA	15.85
01/17/19	PEREZ, MARLENE	47.80
04/23/18	PEREZ, PETE H	86.82
04/23/18	PETRIE, OWEN	115.15
04/23/18	PICKARD, RANDY	122.18
04/23/18	PILLADO, JUANA	106.31
04/23/18	PINEDO, ALFREDO & DAISY	101.13
04/23/18	PITTS, PAUL, JR	103.67
04/23/18	POLLARD, RACHAEL	110.85
04/23/18	POLONIO, GERALD F/RUTH	109.44
04/23/18	POLVERINI, FRANK	102.16
04/23/18	PROBY, ELAINE	156.02
04/23/18	PUGA-SOSA, JAZMIN	218.26
04/23/18	QUINTANA, GRACIELA	73.24
04/23/18	QUINTERO, MARIO ALBERTO	40.20
04/23/18	RAMIREZ, OLIVIA DOLORES	46.51
09/20/18	RAMIREZ, OLIVIA DOLORES	32.80
04/23/18	RAMOS, STARLISA/ VICTOR	138.52
04/23/18	RASCON, GUADALUPE	195.21
05/22/18	RETAMOZA, XOCHILT G	36.12
04/23/18	REYES, DONNA	122.31
04/23/18	REYNOSO, YVONNE R	125.31
04/23/18	RICCI, MARIE E	113.21
04/23/18	RICHARD, CAMMERON	157.99
04/23/18	RICHARDSON, CLEORA J.	140.87
04/23/18	RIDDLE, CYNTHIA	107.34
04/23/18	RIOS, GILBERTO & MARIA MARTHA	89.06
03/21/19	RIOS, RICARDO M/DIANA	29.76
04/23/18	RIVERA, JOSEPH	128.04
04/23/18	RIVERS, JANA	142.61
04/23/18	ROBINSON, RONALD	131.90
04/23/18	ROBLES, EUGENIA	107.84
04/23/18	RODRIGUEZ, INEZ	38.65
03/22/19	RODRIGUEZ, VANESSA	54.52
04/23/18	RODRIGUEZ, INEZ	31.33
12/13/18	RODRIGUEZ, MIGUEL	52.80
09/12/18	ROMERO, ENEYDA	33.84
04/23/18	ROMO, JOSE	109.72
04/23/18	ROMO, MARIO	188.93
04/23/18	RUANO, LILIANA & WILLIAM	42.17
04/23/18	RUIZ, HORTENCIA	66.09
04/23/18	SABLAN, VICENTE & HILDA	145.64
04/23/18	SALAZAR, LETICIA M.	29.39

04/23/18	SALDIVAR, CATARINO	25.88
01/24/19	SANCHEZ VENEGAS, ALFONSO	32.76
04/23/18	SANCHEZ, EMMA	143.70
03/22/19	SANCHEZ, GUADALUPE/ OCTAVIO	72.14
01/04/19	SANTANA, AARON/ROBERTA	54.50
04/23/18	SCOTT, DANELLE	118.51
04/23/18	SERNA, RAFAEL	123.41
04/23/18	SHUVO, JABBAR ALIYA	101.13
04/23/18	SIERRA CROSSROADS	3,865.79
04/23/18	SILVERSPoons INVESTMENT	218.22
05/22/18	SMITH, ALVIN & MARILOU	33.84
04/23/18	SMITH, ANTOINETTE D	125.22
04/23/18	SMITH, JENNEL / FREDERICK	276.83
04/23/18	SMITH, LENA	113.14
04/23/18	SOLORIO, MARIA	120.36
04/23/18	SOTO, RACHEL	128.04
11/08/18	SPENCER, WALTER	81.35
04/23/18	SPRINKLE, ROBERT E.	24.27
04/23/18	STEWART, DAVID E.	83.19
04/23/18	STRAUSS, GLADYS	137.98
04/23/18	STUDER, ROBERT	122.23
04/23/18	STULL, JEFFREY M	100.44
04/23/18	SUGGS, BRIAN	149.53
04/23/18	SUKUTA, HARRIET	149.09
10/24/18	TAYLOR, MARY VAUGHN & DAVID	17.53
04/23/18	TEAMSTER UNION LOCAL 166	140.62
04/23/18	THAYER, ABBOTT/ BETZABE	17.60
04/23/18	THOMASON, DOYAL & FAYE	103.57
04/23/18	THOMPSON, CLINTON	100.03
04/23/18	THOREN, HAROLD	64.24
09/20/18	THORNTON, MABEL	116.34
04/23/18	TORRES, ALMA & ALFREDO	68.84
04/23/18	TORRES, JOSE	217.33
04/23/18	TREGLE, ANITA	183.05
04/23/18	TREVINO, OLGA & STEVEN	117.65
04/23/18	TRISTON JAMES	123.40
04/23/18	URIBE, MARIA / JOSE	100.70
02/08/19	URRUTIA, HEIDY	18.43
04/23/18	VALDERAMA, JOSE	331.94
04/23/18	VALDIVIA, SALVADOR	105.64
04/23/18	VALENZUELA, GIGI	163.89
04/23/18	VALTIERRA, LAURA/ HILARIO	65.99
04/23/18	VAN HOOK, ALLYSE/ JOSEPH MELLO	70.02

04/23/18	VARGAS, CRISPIN III	176.34
04/23/18	VARGAS, NORMA	129.18
10/24/18	VARGAS, MARIA	21.83
04/23/18	VARNADO, CHANCE	35.16
04/23/18	VAZQUEZ, YADIRA/ALFREDO	104.58
04/23/18	VAZQUEZ, MAGALI	32.09
04/23/18	VELARDE, KENNY	75.65
02/08/19	VELASQUEZ, RAFAEL SR./ JOSEFIN	16.93
04/23/18	VELAZQUEZ, JUAN S/YVONNE	103.93
02/21/19	VILLA, ROBERTO	56.96
04/23/18	VILLANUEVA, ARNOLD	101.82
04/23/18	VILLEDA, SAL/SILVIA	113.97
04/23/18	VILLEGAS, ROBERT	73.54
04/23/18	VIRAMONTES, MARY LOU	134.94
04/23/18	WEAKLAND, JAMES	101.48
04/23/18	WEAVER, MICHAEL	125.04
04/23/18	WEBSTER, DE VOIE/ANNIE L.	22.45
04/23/18	WELSH, LEZA/RICHARD	22.05
04/23/18	WILDERMUTH, DAVID L	123.66
01/04/19	WILKERSON, KENNETH	35.00
08/23/18	WILLIAM, DANIEL	34.02
09/20/18	WILLIAM, DANIEL	30.89
04/23/18	WILLIAM, DANIEL	17.89
04/23/18	WILLIAM, RANDAL	171.41
12/13/18	WILLIAMS, ERICA	26.50
04/23/18	WILLIAMS, VERNARD K/ HELEN	134.17
04/23/18	WILSON, CHERYL	173.22
10/04/18	YOUNGBLOOD, ROSEMARY	37.62
04/23/18	YUEN, EDDIE	1,588.40
04/23/18	YZARRARAZ, EMMANUEL	142.19
04/23/18	ZARAGOZA, NORMA/HUMBERTO	141.72
12/13/18	ZAYAS, CLAUDIA	48.16
08/23/18	ZHU, HUI	56.64
<hr/>		
	TOTAL \$15 OR MORE AND 3+ YEARS	\$ 66,774.99
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**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** BOND COUNSEL FOR THE OLIVER P. ROEMER WATER  
 FILTRATION FACILITY UPGRADES AND EXPANSION PROJECT

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**DISCUSSION:**

In order to acquire the Drinking Water State Revolving Fund (SRF) loan for 76.5% of the estimated cost of the Oliver P. Roemer Water Filtration Facility Upgrade and Expansion (Roemer WFF) Project, the California State Water Resources Control Board has several requirements that need to be met. One of those requirements is an opinion from our bond counsel attesting that entering into an agreement with the State Water Board “will not conflict with or constitute a breach of or default under any bond, debenture, note or other evidence of indebtedness, or any material contract, agreement or lease to which the District is a party or by which it or its properties are otherwise subject or bound”.

Our legal counsel for the Roemer WFF Project, Hunt Ortmann Palffy Nieves Darling & Mah, Inc. (Hunt Ortmann) does not provide this service, but recommends a firm that does. This firm, Sheppard, Mullin, Richter & Hampton (Sheppard Mullin) and more specifically Mr. Tim Reimers has extensive public finance experience and can provide an opinion which is required to receive the SRF loan for the Roemer WFF Project. Mr. Reimers firm can function as a sub-consultant to Hunt Ortmann and invoice through them. This would allow us to engage their services immediately.

**FISCAL IMPACT:**

Sheppard Mullin would work within the previously approved budget for Hunt Ortmann. No fiscal impact at this time.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to approve utilizing Sheppard Mullin for Bond Counsel as a sub-consultant to Hunt Ortmann.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

LJ:l

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** REQUEST FOR FLEET PURCHASE WITH REVISED COST

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**BACKGROUND:**

The West Valley Water District (“District”) released an RFB on July 19, 2022, for the purchase of new 2023 Ford F-150 XL Trucks for our fleet. The truck specifications are basic level XL trim which is consistent with the rest of our truck fleet. Fritts Ford in Riverside was the lowest bidder at a total price (including tax and fees) of \$29,704.82 per truck. Fritts Ford made staff aware of the Ford manufacturer deadline of August 12th, 2022, to order 2023 model trucks. For this reason, staff took this item to the August 4th, 2022 Board Meeting as an emergency item in which the Board of Directors approved the purchase of five (5) work trucks at a total cost of \$148,524.10.

**DISCUSSION:**

After staff placed the order for the five (5) work trucks, staff was informed by Fritts Ford that the concession amount provided by Ford Corporate had dropped resulting in an increase in price per truck of \$1,831.45. If the concession amount increases the District would benefit from it, but at this time the price of the trucks are locked in at the price the trucks were ordered and are guaranteed by Fritts Ford to not change. Total new cost to purchase five (5) work trucks is \$157,681.35 at \$31,536.27 each truck (includes tax and fees), which equates to a total increase of \$9,157.25 for all five. If the District retracts the purchase, staff will have to wait until next year (est. March 2023) to order the trucks and an additional 3 or more months to receive them.

**FISCAL IMPACT:**

The Fiscal Year 2022-2023 Budget contains \$180,000 for Fleet Replacement Work Trucks under Project # W23016.

**STAFF RECOMMENDATION:**

Authorize the purchase of five (5) new fleet work trucks at a new total cost of \$157,681.35, a total increase of \$9,157.25 from the previous Board authorization.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

Vj:jv

**ATTACHMENT(S):**

1. EXHIBIT A
2. Fritts Ford Letter of revised cost

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD

# EXHIBIT A



www.frittsford.com

West Valley Water Dist  
855 W Base Line Rd  
Rialto, Ca 92376

August 17, 2022

Attn: Mr Al Robles

Al,

The orders for the Ford F 150 trucks have been placed on your behalf. The cost is as follows but could change if Ford offers more in Municipality concession. The base cost of the vehicle will not go up.

\$29,250.41

\$ 8.75 Tire Fee

\$ 10.50 CVR Fee

\$ 2,266.91 7.75% Sales Tax (or current tax rate when vehicles are sold)

\$31,536.27 Total each vehicle x 5= \$157,681.35

We apologize for the situation and hope we can make this a positive transaction.

Thank you,

A handwritten signature in black ink, appearing to read "Dennis Scudder". The signature is stylized and cursive.

Dennis Scudder  
Fritts Ford Fleet Director



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** COMMUNITY SPONSORSHIP FORM

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**BACKGROUND:**

West Valley Water District proudly engages with the community by partnering with local organizations and participating in events that help support our mission by donating water and sponsoring local community events.

The sponsorship form was reviewed and approved by the External Affairs Committee, who recommended it be forwarded to the Board of Directors as an informational item.

**DISCUSSION:**

As part of the District's community engagement, the District utilizes a community sponsorship form (attached Exhibit A), to uniform all requests to West Valley Water District and create tracking format to properly measure impact to the community.

**FISCAL IMPACT:**

None

**STAFF RECOMMENDATION:**

This agenda item is for informational purposes only, no action required.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

VJ/sp

**ATTACHMENT(S):**

1. Community Sponsorship Form



# COMMUNITY SPONSORSHIP FORM

To request West Valley Water District (Water District) in-kind support, organizations must complete and submit this Community Sponsorship Program Application. Applications are reviewed on an ongoing basis and must be received no less than four (4) weeks prior to the special event date(s) or community project or program start date to ensure supply of requested materials. Sponsorship requests are reviewed and distributed on a first - come, first-served basis.

## SUBMISSION REQUIREMENTS

Completed applications must be submitted to [social@wwd.org](mailto:social@wwd.org) with the subject line "Community Sponsorship Program Request" or sent via mail to:

West Valley Water District  
Attn: Public Affairs - Sponsorship  
P.O. Box 920  
Rialto, CA 92377

## ORGANIZATION & APPLICANT INFORMATION

Organization Name :

Applicant Name & Title :

Phone Number :

Mailing Address :

## SPONSORSHIP REQUEST INFORMATION

**In-Kind Support** Qty :

**Bottled Water (24 bottles /case)** By checking this box, I agree that all the bottled water received from the District will be distributed free of charge

**Booth Participation**

**Give-Away Items** Item

Qty :

**Other** Please Specify:

# COMMUNITY SPONSORSHIP FORM

## EVENT/PROGRAM INFORMATION

Event/Program Name :

Event/Program Location:

Event/Program Date(s):

Event/Program Hours :

Is this event/program hosted within our District Service Area boundaries? :  Yes  No

If not, please specify why:

Does the event/program address water-use efficiency, water conservation, water education? :  Yes  No

If so, please describe :



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** SOCIAL MEDIA POLICY

---

**BACKGROUND:**

On July 16, 2020, the West Valley Water District (WVWD) Board of Directors unanimously approved to adopt WVWD's social media policy (attached **Exhibit A**). The policy was created to provide guidelines for social media use for WVWD's Public Affairs Department or any designee. The policy laid out the standards for posting, responding to or interacting with the public and/or ratepayers on social media platforms.

The policy functions as a guide to protect brand reputation, create internal regulations, encourage open communication between WVWD and its ratepayers and outline clear expectations for social media use.

**DISCUSSION:**

The current social media policy in place requires the Board of Directors to review and re-approve the policy every two years. At this time, staff is not recommending any edits to the policy.

**FISCAL IMPACT:**

None.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve the social media policy as presented in Exhibit A.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

VJ:sp

**ATTACHMENT(S):**

1. EXHIBIT A
2. Social Media Policy 2022

**MEETING HISTORY:**

08/22/22      External Affairs Committee      REFERRED TO BOARD

# EXHIBIT A

## Social Media Policy

### SECTION I: PURPOSE

#### SECTION 2: POLICY DISTRICT CODE

#### SECTION 3: POSTING GUIDELINES

#### SECTION 4: TRANSPARENCY

#### SECTION 5: SOCIAL MEDIA SITES BOARD OF DIRECTORS' USE

#### SECTION 6: SOCIAL MEDIA SITES

#### SECTION 7: POLICY ADOPTION AND REVIEW

### **SECTION I: PURPOSE**

The purpose of this Policy is to establish the goals of the District for social media use, provide criteria for choosing social media outlets, identify employees who will represent the West Valley Water District (WVWD) through these outlets, and the type of information that will be conveyed via social media.

The Water District's presence on social media is an extension of the District's communications and outreach efforts and is jointly overseen by the general manager or their designee, public affairs department, and the director of general services. Social media includes any internet-based networking site, including, but not limited to, blogs, *Facebook*, *Twitter*, *YouTube* and *Instagram*.

There are two main purposes for WVWD to have a presence on social media:

- I. To disseminate time-sensitive information as quickly as possible, such as in the event of an emergency;
- II. To increase the District's ability to broadcast its message to the widest possible audience.

Social media is, by nature, interactive. It is inherently less controllable than traditional media and should be undertaken with full awareness that not all comments and conversations will show the Water District in a positive light. In addition, by creating a presence on social media, the Water District is potentially creating a community of users who can talk to each other about the organization. However, it is an important opportunity to engage the community in a dynamic conversation, quickly convey information, and to address any comments about Water District programs and services through conversations that are taking place on social media. It affords two-way communication opportunities that are difficult to create through more traditional communication methods.

### **SECTION 2: POLICY**

1. All Water District social media sites shall be (1) approved for content by the general manager or their designee; and (2) approved by the public affairs manager. In an emergency situation, the public affairs manager may post content and notify the general manager.
2. The public affairs and information technology departments will work together to use social media proficiently, effectively, and safely to communicate Water District messages and have meaningful dialogue with the public on relevant topics.

3. Any users of WVWD's social media channels must comply with applicable federal, state, and local laws, and the District's Computer Use Policy. This includes adherence to established laws and policies regarding copyright, records retention, California Public Records Act, e-discovery laws, First Amendment, privacy laws, and information security policies established by the District, and therefore must be able to be managed, stored, and retrieved to comply with these laws.
  
4. The Water District reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law. Content violating the Water District Social Media Policy shall be reported to the general manager, public affairs manager and legal counsel. The Water District reserves the right to remove comments or content including, but not limited to, those that contain:
  - i. Profane language or content
  - ii. Pornographic content;
  - iii. Content that promotes, fosters or perpetuates discrimination;
  - iv. Sexual harassment content;
  - v. Solicitations for commerce or advertisements including promotion or endorsement, unless already part of a Water District-sponsored event;
  - vi. Content that, in the sole discretion of the general manager or their designee (s), is patently offensive or violently hostile;
  - vii. Conduct or encouragement of illegal activity;
  - viii. Promotion or endorsement of clear and specific political issues not involving the District, groups or individuals;
  - ix. Information that will compromise the safety or security of the public or public systems;
  - x. Content in support of, or opposition to, political campaigns, candidates or ballot measures not related to West Valley;
  - xi. Content that WVWD reasonably believes violates a legal ownership interest of any other party, such as trademark or copyright infringement;
  - xii. Making or publishing of false or malicious statements concerning any employee, the Water District or its operations;
  - xiii. Violent or threatening content;
  - xiv. Disclosure of confidential or proprietary information;
  - xv. Content pertaining to confidential or privileged information.
  
5. Each Water District social media site shall include an introductory statement, which clearly states the purpose of the site. All social media sites shall include an entry that clearly indicates that content posted or submitted for posting are subject to public disclosure.
  
6. All District social media sites shall clearly indicate that they are maintained by the Water District and shall have the agency's contact information prominently displayed.

7. The public affairs manager shall name a designee to monitor content on social media to ensure adherence to this policy, appropriate messaging, consistent branding, and consistency with the Water Districts goals.
8. Social media pages will be monitored regularly. Comments that contain profanity, or are spam, will be removed.
9. Any employee who discovers negative or inaccurate comments about the Water District on the District's, or other, social media sites should notify the general manager or their designee immediately in order to correct misinformation.

### **SECTION 3: POSTING GUIDELINES**

One of the main goals of social media is to create a *voice* for the District. As such, it is important that content be posted in a similar context or tone across District social media outlets. The general manager or their designee will work with authorized users to identify the tone and review posts to ensure they align with the voice the District is working to convey.

Authorized users are to follow these guidelines when interacting on District social media sites:

- Double check the facts before posting to a site;
- Maintain professionalism, honesty, and respect;
- The tone of social media content is often informal, however staff is encouraged to adhere to the District's more formal writing style whenever possible;
- Some questions cannot and should not be answered on social media. It may be more appropriate to ask the poster (person) to contact the Water District directly;
- The District's social media sites will be viewed as a District resource. Water District employees and board member should keep campaign regulations in mind and avoid any type of campaigning on the District's social media sites.

### **SECTION 4: TRANSPARENCY**

WVWD is committed to using social media to enhance transparency and open communications with customers and the general public. In doing such, the general manager or their designee will not remove any comments from the public that are negative or disparaging to the District unless the post:

- Contains profane, obscene, or pornographic content and/or language;
- Promotes, fosters, or perpetuates discrimination;
- Makes threats to any person or organization, is defamatory, or is a personal attack;
- Is irrelevant to the topic being discussed.

### **SECTION 5: BOARD OF DIRECTORS' USE**

This section is to provide guidance for the use of social media accounts by Board members.

#### **A. Use of District Resources Prohibited**

Board members participating in social media are prohibited from utilizing District resources and representing that he/she is speaking on behalf of the District, the Board or any other



Board member. Therefore, regardless of whether an account is personal or public, as explained below, it is required that Board members include on their accounts, for example on the profile page, a disclaimer along the following lines:

"I am a member of the Board of Directors of the West Valley Water District but posts, comments, and messages are personal and not those of the Board of Directors or the District."

#### B. Removal of Comments and/or Block Followers

Board members could have First Amendment obligations to the public if they have turned those personal accounts into public ones. Conversely, if Board members operate purely private accounts, then they would not have First Amendment obligations and could block individuals and remove comments. Of course, a Board member may wish to have a public account with the First Amendment obligations that come with it.

When evaluating whether a private account has become a public one, the factors that a court would consider include (without limitation):

- Whether an account is open to all or is set to a private setting. Can anyone join or "like" an account or must someone send a request to the Board member and the Board member can decide whether to accept or reject that individual as a "friend" or "follower?"
- Whether the Board member uses the account to engage with constituents/residents;
- The way in which the account is presented. Does it have the look of a public account dealing with District issues or is it limited to comments and pictures involving the Board Member's personal life, such as family and vacations?

A Board member can block a member of the public from his/her personal social media page, and remove comments, unless the page has become public.

#### C. Best Practices to Avoid Private Accounts Becoming Public

If a Director does not wish to have a public account, then the following are some best practices on how to avoid turning a private social media account into a public one:

- Add a disclaimer to the account that notes that the page is a private page only.
- Make the account a private account where only family and friends may access it.
- Primarily post about personal topics, such as family and vacations, as opposed to District-related matters.
- Do not designate or indicate that the account is an "official" or governmental account.
- Do not engage in District business on the account (e.g., asking for customer details on the publicly-viewed portion of the platform)
- Do not take action on District business on the account. For example, if a constituent posts a request for governmental help (e.g., questions on how to dispute a water bill) direct the constituent to District staff or the District's website.
- Do not use District staff to help maintain the personal account.

- If it is unclear whether a private account has turned into a public forum, refrain from blocking users with differing viewpoints.

#### D. Best Practice for a Public Account

Consider adding a policy or link to a policy describing why a post may be taken down or someone may be blocked from the account (e.g., posting of profanity or obscene material). If a Director believes that his/her account has become public, it is advisable that the Director post his/her own policy on his/her page that describes why a third party post or comment may be removed by the Director. Such a policy would address removing obscene or offensive posts and blocking individuals who engage in rude or disruptive behavior.

#### **SECTION 6. VIOLATIONS OF THIS POLICY**

Violations of the WVWD Social Media Policy by any WVWD employee could result in disciplinary action including but not limited to termination. Violations of the WVWD Social Media Policy by the Board Members could result in a censure by the Board of Directors.

#### **SECTION 7: COMMENT BY PUBLIC**

- Public comment shall be permitted per this Social Media Policy.

#### **SECTION 8: SOCIAL MEDIA SITES**

Facebook.com/westvalleywaterdistrict

Twitter.com/myWVWD

Instagram.com/myWVWD

YouTube.com (mywvwd)

NextDoor.com (westvalleywaterdistrict)

#### **SECTION 9: POLICY ADOPTION AND REVIEW**

This policy shall be adopted by resolution of the Board. Moreover, the policy shall be reviewed on a biennial basis and the Board must approve modifications, if any.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** GEOTECHNICAL SERVICES FOR THE CACTUS AVENUE PIPELINE PROJECT

---

**BACKGROUND:**

The West Valley Water District (“District”) requested proposals from professional firms (“Consultant”) to provide geotechnical services for the design of a 12-inch pipeline in Cactus Avenue from James Street to Alru Street Project (“Project”). The 12-inch diameter pipeline is required to increase the hydraulic reliability of the domestic water distribution system for Pressure Zone 3A. The proposed pipeline is approximately 630 linear feet and will connect to an existing 10-inch butterfly valve (BFV) near James Street to a pipeline located on Alru Street within the right-of-way.

**DISCUSSION:**

The District received separate proposals in response to the request from four (4) Consulting firms – John R. Byerly, Incorporated (“Byerly”), Hilltop Geotechnical Incorporated (“Hilltop”), Inland Foundation Engineering, Incorporated (“IFE”), and LOR Geotechnical Group, Incorporated (“LOR”).

<b>Consultant</b>	<b>Services Cost</b>
Byerly	\$21,705.00
Hilltop	\$11,400.00
IFE	\$12,500.00
LOR	\$14,460.00

To determine the best value for the District, staff first ensured that all proposals received met the minimum requirements in the scope of work. All Consultant’s proposals offer services that will benefit the District’s needs; however, Hilltop distinguishes itself by presenting a more focused approach to its proposed service. Hilltop has successfully conducted the scope of work and provided deliverables as stated in the contract on previous projects with the District. Based on the overall review, and costs, the staff concluded that Hilltop provides the best value and interest for the District’s needs. Attached as **Exhibit A** is the District’s Professional Services Agreement, **Exhibit B** is Task Order No. 1 with Hilltop which includes the submitted proposal, and **Exhibit C** is the project location map.

**FISCAL IMPACT:**

The cost to perform the Project as proposed by Hilltop is \$11,400.00. This item is included in the Fiscal Year 2022/23 Capital Improvement Budget under the W22011 Zone 3A – 10” pipeline in Cactus. Sufficient funds are available in the project budget to cover the cost.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to authorize entering into a contract with Hilltop in the amount of \$11,400.00 for the geotechnical services for the 12-inch Pipeline in Cactus Avenue Project.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

RMG:ls

**ATTACHMENT(S):**

1. Exhibit A - Professional Services Agreement with Hilltop
2. Exhibit B - Task Order No. 1 with Hilltop
3. Exhibit C - Project Location Map

**MEETING HISTORY:**

08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***Hilltop Geotechnical, Inc.***

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**AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 1<sup>st</sup> day of September, 2022 (“Effective Date”) is by and between West Valley Water District (“District”) and Hilltop Geotechnical, Inc. (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

**RECITALS**

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

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

**Section 1. Term of Agreement.**

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

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

**Section 2. Scope and Performance of Services.**

**21** (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.

**22** 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.

- 23** 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").
- 24** 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.**

- 41** 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 TaskOrder.
- 42** 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.**

- 61** 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.
- 62** 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.

- 83** 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.**

- 91** 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.
- 92** 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.
- 93** 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.**

- 121** 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.
- 122** 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.
- 123** 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.
- 124** 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.**

- 151** 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.
- 152** 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.**

- 161** 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.
- 162** 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.



- 163** 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: Van M. Jew, P.E.  
Acting General Manager

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

To Consultant: Hilltop Geotechnical Inc.  
786 S. Gifford Avenue.  
San Bernardino, CA92408  
Attention: Shaofu M. Chen, Principal Engineer/Geologist

(Tel.) (909) 890-9079 ext. 112

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

**Email: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)**

*or*

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

- 17.2** Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three (3) days after deposit of the same in the custody of the United States

Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities.

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

## Section 18. General Provisions.

- 181 **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.
- 182 **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.
- 183 **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.
- 184 **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.
- 185 **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.
- 186 **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.
- 187 **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.

- 188 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.
- 189 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.
- 1810 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.
- 1811 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 1812 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 1813 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 \_\_\_\_\_  
Channing Hawkins, President

By \_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

By \_\_\_\_\_  
Board Secretary

**APPROVED AS TO FORM:**

**TAFOYA LAW GROUP, APC**

By \_\_\_\_\_  
Robert Tafoya

**CONSULTANT:**

Hilltop Geotechnical, Inc.

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**SAMPLE**

**TASK ORDER NO. 1**

This Task Order ("Task Order") is executed this \_\_\_ day of \_\_\_\_\_, 2022 by and between West Valley Water District, a public agency of the State of California ("District") and \_\_\_\_\_ ("Consultant").

**RECITALS**

- A. On or about \_\_\_\_\_, 2022 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**

\_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

\_\_\_\_\_  
Peggy Asche, Board Secretary

**CONSULTANT:**

**Vendor Name Here** \_\_\_\_\_

By \_\_\_\_\_

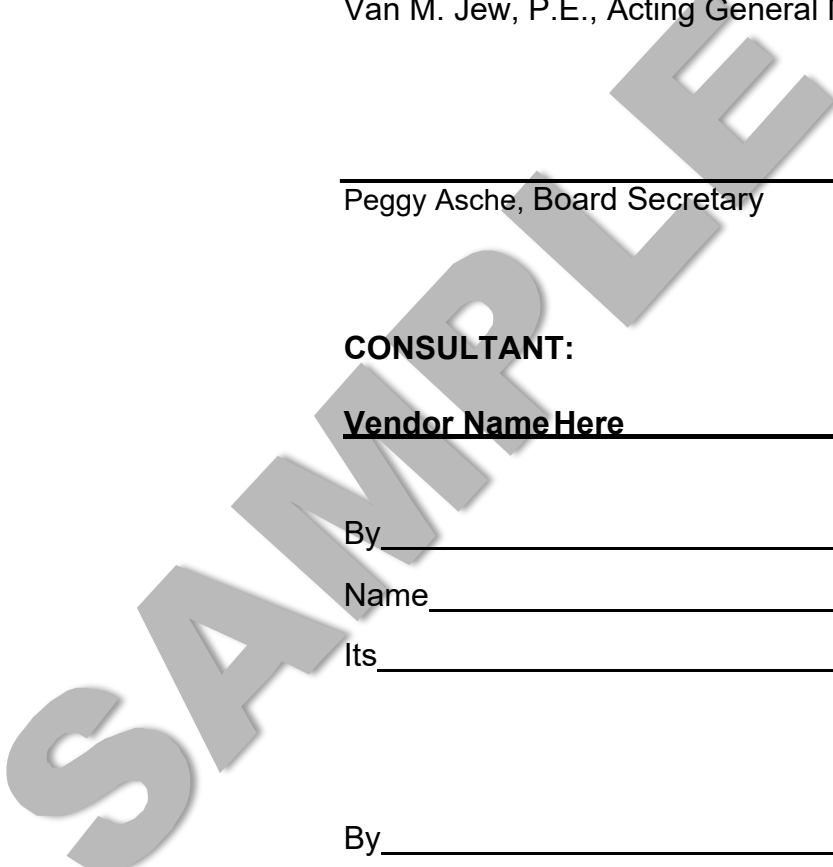
Name \_\_\_\_\_

Its \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_



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

**SAMPLE**



**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 1**  
**COMPENSATION**

**SAMPLE**

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**SAMPLE**

**EXHIBIT B**  
**KEY PERSONNEL**

**KEY PERSONNEL**

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

Vincent Kleppe, P.E., Principal Engineer



**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.

# EXHIBIT B

## TASK ORDER NO. 1

### Geotechnical Services for the 12-inch Pipeline in Cactus Avenue

This Task Order ("Task Order") is executed this 1<sup>st</sup> day of September, 2022, by and between West Valley Water District, a public agency of the State of California ("District") and Hilltop Geotechnical, Inc. ("Consultant").

### RECITALS

- A. On or about September 1<sup>st</sup>, 2022, 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 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. The 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**

By \_\_\_\_\_  
Van M. Jew, P.E., Acting General Manager

By \_\_\_\_\_  
Board Secretary

**CONSULTANT:**

**Hilltop Geotechnical, Inc.**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

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

Geotechnical Services per the attached proposal dated July 15, 2022



**HILLTOP GEOTECHNICAL**  
INCORPORATED

786 S. GIFFORD AVENUE • SAN BERNARDINO • CA 92408  
Phone **909-890-9079** • FAX 909-890-9055  
hilltopg@hgeotech.com

July 15, 2022

**West Valley Water District**  
855 W. Base Line Road  
P.O. Box 920  
Rialto, CA 92377

Proposal P22228

Attention: Mr. Rene Gabaldon

**Subject: Proposal for Engineering Services, Preliminary Geotechnical Investigation for the Proposed New DIP in S. Cactus Avenue in the City of Rialto.**

In accordance with your request, we are pleased to submit this proposal and attached 'Professional Service Agreement for Engineering Services' which combined set forth both our responsibilities and the scope of our services for the subject project.

It is our understanding that you intend to construct a new DIP in S. Cactus Avenue in the City of Rialto. Per your request, we are providing this proposal for subsurface soil investigations for the proposed development. In general, the purpose of the proposed geotechnical study will be to provide preliminary site preparation, excavation, pipe bedding and trench backfill, and ground surface repair pavement to assist in project planning and development.

### **SCOPE OF SERVICE**

The scope of our geotechnical investigation will consist of surface reconnaissance, geological mapping, subsurface exploration, obtaining representative soil samples, laboratory testing, geotechnical engineering analysis of field and laboratory data, and review of relevant geological literature. Our geotechnical investigation will be included in the following scope of services:

- 1) Obtain all necessary permits from the City of Rialto to work in the street including traffic control.
- 2) Drill four borings via a drill rig below the proposed ground surface and repave areas.

- 3) Lab test for moisture content, in-place density, sand equivalent, direct shear, and corrosion analysis.
- 4) Evaluate the data and formulate recommendations for the water main.
- 5) Prepare preliminary soil investigation report for the project.

### ESTIMATE OF CHARGES

We estimate that the geotechnical investigation for the subject site will incur a cost of **\$11,400.00**. This estimate is based upon the above-described scope of services. All prices therein are subject to variation, and should the scope or our services materially change, we reserve the right to review and resubmit a new proposal. The above estimated cost will not be exceeded without your prior approval. However, after completion of our work, all meetings with you and/or other consultants, agency contact, responses to agency reviews, additional plan reviews, and consultation beyond the above-described scope of services, will be billed as additional services on a time and cost basis in accordance with our current Schedule of Fees at the time the services are performed.

To cover our initial expenses, please submit one half or 50% of the estimated cost or **\$5,700.00** as a retainer. The remainder of our charges will be invoiced at time of completion and will become due at that time. It is anticipated that the Geotechnical report will be available approximately four (4) to six (6) weeks from the time of field testing.

If this proposal meets with your approval, please authorize our service by signing that attached Professional Service Agreement and return one (1) copy of the proposal and agreement to this office, along with your payment for retainer.

We appreciate the opportunity of providing the above-described professional services on this project.

Respectfully submitted,  
**Hilltop Geotechnical, Inc.**



Shaofu Chen  
Principal Engineer

Attachment: 'Professional Service Agreement for Engineering Services.'

Distribution: (1) Addressee Via Email  
C/O Mr. Rene Gabaldon  
([rgabaldon@wvwd.org](mailto:rgabaldon@wvwd.org))

HILLTOP GEOTECHNICAL, INC.

## PROFESSIONAL SERVICE AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT is made and entered into in Rialto, California, by and between Hilltop Geotechnical, Inc. hereinafter referred to as "Consultant", and West Valley Water District hereinafter referred to as "Client."

Now, therefore, in consideration of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

### 1) **Cooperation and Project Understanding**

(a) Consultant will render professional services, as set out herein, and Client will compensate Consultant in accordance with a Letter of Proposal-P22228, dated July 15, 2022, hereto and incorporated into this Agreement.

(b) Consultant shall serve Client by providing professional technical advice regarding the geotechnical conditions of the Project site. All such advice will be based on information furnished by Client and on data collected by Consultant.

(c) Client will make available to Consultant all relevant information in its possession regarding existing and proposed conditions of the Project site. This information shall include if applicable, but not be limited to, plot plans, topographic surveys, and previous soil data including borings, field and laboratory tests, and written reports. Client will immediately transmit to Consultant any new and relevant information which becomes available and any relevant change in plans.

(d) Consultant shall not be responsible for any incorrect advice, judgment, or decision based on any inaccurate information furnished by Client, and Client will indemnify Consultant against all claims, demands, or liability arising out of or contributed to by such information.

(e) No warranty of any kind whatsoever, expressed, or implied, is made or intended in connection with the Scope of Services to be performed by Consultant or by the proposal for consulting or other services or by the furnishing of oral or written reports or findings made by Consultant, other than as provided in Section 2, herein.

### 2) **Professional Standard**

Client recognizes the inherent risks associated with the construction of improvements to real property. Client further recognizes that subsurface conditions may vary from those encountered at the locations where Consultant's borings, surveys and explorations are made, and that Consultant's data, interpretations, and recommendations are based solely on the information obtained by Consultant.

Consultant's services consist of professional and technical advice and observation only. Consultant will be responsible only for its own data, interpretations, and recommendations, but shall not be responsible for the interpretations by others of the information developed. In the performance of its professional services, Consultant will proceed with work diligently with competent personnel and will comply with that level of care and skill ordinarily exercised by reputable geotechnical engineers and/or engineering geologists and soils engineers currently practicing under similar conditions in the same or similar localities. No warranty of any kind whatsoever, expressed, or implied, is made or intended by Consultant, its employees or agents, in connection with the services provided under this Agreement.

### 3) **Definition of Responsibility**

The presence of Consultant's field personnel at the Project site will be for the sole purpose of obtaining data and providing observation and field testing. Consultant's work specifically does not include supervision or direction of the work of any contractor or its employees or agents, and Client shall so advise all Project contractors, the work of which may in any way relate to or be affected by Consultant's findings or observations. Client shall also inform all such contractors that neither the presence of nor the observation and testing by Consultant's field personnel shall in any way or to any degree excuse them or their employees or agents for defects discovered in their work, either during or after completion of construction. It is further understood that Consultant will not in any way or to any degree be responsible for general safety on the job or for the safety of any equipment or individuals on the Project site.

### 4) **Ownership of Documents**

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimated, and other documents prepared by Consultant, as instruments of service, shall remain the property of Consultant. Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand, and will not be used by Client for any purpose whatsoever. Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.



5) **Safety**

Consultant will not be responsible for the general safety on the job or the safety of any equipment or individuals on the Project site other than its own personnel and the equipment under its direction.

6) **Unanticipated Hazardous Materials**

a) **Notification of Hazardous Materials** When hazardous materials are known, assumed, or suspected to exist at a site, Consultant is required to take appropriate precautions to protect the health and safety of his personnel, to comply with applicable laws and regulations, and to follow procedures that Consultant deems prudent to minimize physical risks to employees and the public. Client warrants that he has done his best to inform Consultant of such known or suspected hazardous material's type, quantity, and location.

b) **Discovery of Hazardous Materials** If during the performance of services, Consultant discovers the existence of unanticipated hazardous materials or should any other condition exist which is unsafe in Consultant's sole opinion, Consultant may at its option, and without liability therefor terminate further work on the project and shall notify Client of Consultant's decision and the reason for termination of work.

7) **Delay**

Consultant will be excused for any delay in completion of this Agreement caused by acts of God, acts of Client or Client's employees or agents, inclement weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of Client to make payments promptly, or other contingencies unforeseen by Consultant and beyond the reasonable control of Consultant.

8) **Termination of Agreement**

In the event either party desires to terminate this Contract prior to completion of the Project, written notification of such intention to terminate must be tendered to the other party. In the event that Client notifies Consultant of such intention to terminate Consultant's services prior to completion, Consultant reserves the right to restore to its original state any dangerous condition created by it and to complete such analysis and records as are necessary to place files in order, to dispose of samples, put equipment in order, and where considered necessary to protect its professional reputation, to complete a report on the work performed to date. If Consultant incurs cost in Client's termination of this Agreement, a termination charge to cover such cost shall be paid by Client.

In the absence of notification of termination, this Agreement shall continue in full force and effect until such time as Consultant has completed its services.

9) **No Third-Party Beneficiaries**

This Agreement is entered into solely for the benefit of Client and Consultant and in no way is intended to benefit or extend any right or interest to any third party. It is the intention of Client and Consultant that they are the sole beneficiaries to the rights and obligations arising here from, and any benefit to be derived by any third party is merely incidental to and unintended by the Agreement.

10) **Merger Clause**

This Agreement, including the attached incorporated proposal, constitutes a final, complete, and total integration of any and all understandings between the parties. Any subsequent change, alteration, addition, or modification must be mutually agreed upon, in writing, and signed by both parties.

11) **Notices**

Any notice required or permitted under this Agreement may be given by ordinary mail at the address contained in this Agreement, but such address may be changed by written notices given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail.

12) **Assignments**

The rights and obligations of either party to this Agreement shall not be assigned nor otherwise transferred without the prior written consent of the other party. Subject to the foregoing, each party to this Agreement, where applicable, binds itself, its partners, successors, executors, administrators, and assigns with respect to all covenants, conditions, and promises of this Agreement.

13) **Individual Responsibility**

If Client is a corporation, the individual or individuals who sign this Agreement on behalf of Client warrant that they are duly authorized agents of the Client.

14) **Invoices**

(a) Consultant will submit progress invoices to Client and a final bill upon completion of services. Invoices will show charges for different personnel and expense classifications.

(b) Payment is due upon presentation of invoice and is past due 30 days from invoice date. Client agrees to pay interest of one and a half percent (1.5%) per month, not to exceed the maximum rate allowed by law, on past due accounts. The amount of interest will be calculated on any unpaid balance commencing thirty (30) days after the date of the original invoice.

15) **Previous Consultant Fees**

Client agrees that any previous Consultant retained to perform professional services that are the same or related to those for which this Agreement has been entered has been or will be promptly paid in full by Client. Client shall obtain full rights to use previous Consultant's work product, if same is to be used by Consultant.

16) **Invalid Provisions**

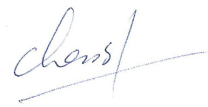
If any provision, in whole or in part, of this Agreement should be in violation of any law or ordinance, it shall not invalidate this Agreement, and any such provision shall be deemed stricken from this Agreement.

IN WITNESS WHEREOF, the undersigned have executed the Agreement as of \_\_\_\_\_

Date.

BY: \_\_\_\_\_

BY: \_\_\_\_\_



PRINTED NAME: \_\_\_\_\_

PRINTED NAME: Shaofu Chen

TITLE: \_\_\_\_\_

TITLE: Principal Engineer

**EXHIBIT "2" TO  
TASK ORDER NO. 1  
COMPENSATION**

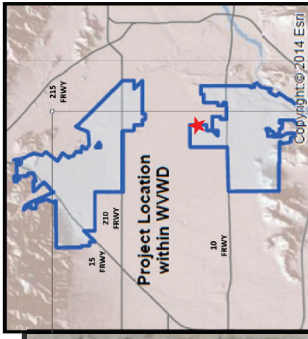
The fee estimated for Geotechnical Services for the 12" Pipeline in Cactus Avenue is **\$11,400.00.**

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
Task 1 – Permits	Obtain all necessary permits from the City of Rialto to work in the street, including traffic control	
Task 2 – Boring	Drill four borings via a drill rig below the proposed ground surface and repave areas	
Task 3 – Lab Test	The lab will test for moisture content, in-place density, sand equivalent, direct shear, and corrosion analysis	
Task 4 – Report	Prepare soil investigation report. Evaluate the data from the lab results and formulate recommendations for the water main	
	<b>Total Cost</b>	<b>\$11,400.00</b>

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

Schedule to be determined by District Staff.

# EXHIBIT C



**EXHIBIT C**  
**12" CACTUS AVENUE PIPELINE PROJECT**





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** PROFESSIONAL SERVICES FOR THE LORD RANCH FACILITIES PROJECT

---

**BACKGROUND:**

The Lord Ranch Site (“Site”) is located on the east side of Pepper Avenue north of Baseline Road and south of State Route 210, in the City of Rialto, and is currently occupied by existing pump station 4-1, 3-2 Reservoir, and groundwater wells 7, 8A, and 36.

West Valley Water District (“District”) proposes to construct several projects at the Site which would allow the District to utilize additional capacity through the Base Line Feeder (“BLF”) transmission pipeline, the source of which is purchased groundwater from the San Bernardino Valley Municipal Water District. Water supplied through the BLF is boosted into the District’s northern service area. The proposed infrastructure projects include the construction and operation of a 1-million gallon aeration tank (“R3-5”), a booster pump station 4-3 (“PS4-3”) within a concrete masonry building, pipelines connecting the proposed tank and pump station to existing facilities, and site grading and drainage (“Site Improvements”).

**DISCUSSION:**

The District previously awarded an agreement with Engineering Resources of Southern California, Inc. (“ERSC”) for the Design of R3-5, PS4-3, and Site Improvements. As an amendment to the original scope of work, ERSC submitted a proposal for additional services for the Lord Ranch Facilities bidding phase. The additional services include assisting Staff in answering/addressing questions by bidders, responding to RFIs, miscellaneous coordination, and preparing addendums which may require modifications to the current drawings, and specifications. Attached as **Exhibit A** is a copy of Task Order No. 2 which includes the proposal received by ERSC to cover the cost for the additional work.

**FISCAL IMPACT:**

The cost to perform the additional professional services for the Site as proposed by ERSC in a not to exceed amount is \$15,300.00. This item is included in the Fiscal Year 2022/23 Capital Improvement Budget under the W15006 Lord Ranch Facilities Grading and Site Work Project. Sufficient funds are available in the project budget to cover the cost of Task Order No. 2.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to authorize entering into a contract with ERSC in the amount of \$15,300.00 for the Lord Ranch Facilities Project.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

RMG:ls

**ATTACHMENT(S):**

1. Exhibit A - Task Order No. 2 for Lord Ranch Facilities with ERSC

**MEETING HISTORY:**

08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



# EXHIBIT A

## TASK ORDER NO. 2

### Professional Services for Lord Ranch Facilities Bidding Phase

This Task Order (“Task Order”) is executed this 1<sup>st</sup> day of September, 2022, by and between West Valley Water District, a public agency of the State of California (“District”) and Engineering Resources of Southern California, Inc. (“Consultant”).

### RECITALS

- A. On or about June 16<sup>th</sup>, 2022, 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**

By \_\_\_\_\_  
Van M. Jew, Acting General Manager

By \_\_\_\_\_  
Board Secretary

**CONSULTANT:**

**ENGINEERING RESOURCES OF  
SOUTHERN CALIFORNIA, INC.**

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

**EXHIBIT "1"**  
**TO**  
**TASK ORDER NO. 2**  
**SCOPE OF SERVICES**

Professional Services for Lord Ranch Facilities Bidding Phase per the attached proposal dated August 3, 2022.



62026.193

August 3, 2022

Rosa Gutierrez, PE - Senior Engineer  
Via Email Only: [RGutierrez@wvwd.org](mailto:RGutierrez@wvwd.org)

West Valley Water District  
855 W. Baseline Road (P.O. Box 920)  
Rialto, CA 92377

**SUBJECT: PROPOSAL TO PROVIDE BIDDING PHASE SERVICES  
FOR THE LORD RANCH WATER FACILITIES PROJECT**

Dear Rosa,

**Engineering Resources of Southern California (ERSC)** is pleased to submit our proposal to West Valley Water District (District) for Subject services. Citing **ERSC's** extensive planning and design phase involvement (since November 2014) together with past experience with the projects of a similar complex nature, we propose to provide certain bidding phase services. Requested services include assisting WVWD Staff in answering/addressing questions by bidders, responding to RFIs, misc. coordination, and preparing addendums. (anticipated effort over a 30-day bidding process):

- |   |  |          |
|---|--|----------|
| 1. Sr. Principal Engineer:                        | 18 hours @ \$220/hr =                        | \$3,960  |
| 2. Engineer III:                                  | 24 hours @ \$150/hr =                        | \$3,600  |
| 3. Senior Designer:                               | 24 hours @ \$125/hr =                        | \$3,000  |
| 4. Mark Balan & Associates (Electrical Engineer): | <u>\$3,600</u> ( <i>Lump Sum Allowance</i> ) |          |
|   | Subtotal:                                    | \$14,160 |
| 5. Contingency:                                   | (@ 8±% of Subtotal) =                        | \$1,140  |

Based on the above, we estimate a total fee of **\$15,300**, and look forward to the continued opportunity of working with District on this matter, and appreciate our continued relationship. If you have any questions or require additional information, please call me at 909.890.1255 (Ext. 126). Thank you.

Sincerely,

Erik T. Howard, PE, PLS  
Sr. Principal Engineer

**EXHIBIT "2"**  
**TO**  
**TASK ORDER NO. 2**  
**COMPENSATION**

The fee estimated for Professional Services for the Lord Ranch Facilities Bidding Phase is **\$15,300.00**.

<b>TASK</b>	<b>DESCRIPTION</b>	<b>COST</b>
1	Sr. Principal Engineer	\$3,960.00
2	Engineer III	\$3,600.00
3	Senor Designer	\$3,000.00
4	Electrical Engineer (Mark Balan & Associates)	\$3,600.00
	Subtotal	\$14,160.00
5	Contingency (@8% of Subtotal)	\$1,140.00
	<b>Total Cost</b>	<b>\$15,300.00</b>

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 2**  
  
**SCHEDULE**

Schedule to be determined by District Staff.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** BLANKET PURCHASE ORDER FOR COLD MIX TEMPORARY ASPHALT FOR BACKFILLING

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**BACKGROUND:**

The West Valley Water District (District) serves approximately 90,000 customers and growing in the communities of Bloomington, Colton, Fontana, Rialto, parts of unincorporated areas in San Bernardino, and Jurupa Valley in Riverside County. Currently the District has approximately 402 miles of distribution piping, 3,518 fire hydrants, 10,419 system valves and 22, 919 active service connections.

District staff is involved in daily maintenance of the water distribution system, as well as all underground water infrastructure for the District. When excavation work is required to repair a leak, the excavated area or trench is then backfilled, soil compaction tested, covered with cold mix blacktop as a temporary patch and finally restored with permanent pavement by a paving contractor in conformance with the local Cities' and Counties' standards for trench work. District staff has identified a need to have a blanket purchase order for the supply of cold mix to keep the Distribution Department operating efficiently and effectively.

**DISCUSSION:**

District staff reached out to Vulcan Materials Company, Holliday Rock, Ramco Materials, and Match Corporation. Vulcan Materials Company is the only company within the District's vicinity to supply large quantities of temporary cold mix asphalt. Vulcan Materials is located at 2400 W. Highland Avenue in San Bernardino very close to District material yard. Holliday Rock's closest yard that sales cold mix is located in the City of Upland. Match only sales final pave hot mix asphalt locally.

Vendor	Quoted Price for Cold Mix*
Vulcan	\$95.50 per load plus \$10 environmental fee; 4 miles from WVWD's Materials Yard
Match	temporary cold mix not available



Ramco Materials	temporary cold mix not available
Holliday Rock	\$95.00 per load; 19 miles from WVWD's Materials Yard

\*- price based on staff picking up material from vendor's place of business

After factoring the cost of staff time to pickup the cold mix material, Vulcan is the most cost-efficient supplier and effecting a blanket purchase order with them is practical means to meet the District's on-going need for cold mix material. Staff typically needs at least two loads of material monthly.

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2022/2023 Operating Budget with a budget of \$31,250.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to approve a blanket purchase order in the amount of \$15,000.00 to Vulcan Materials for Cold Mix Temporary asphalt.

Respectfully Submitted,

*Van Jew*

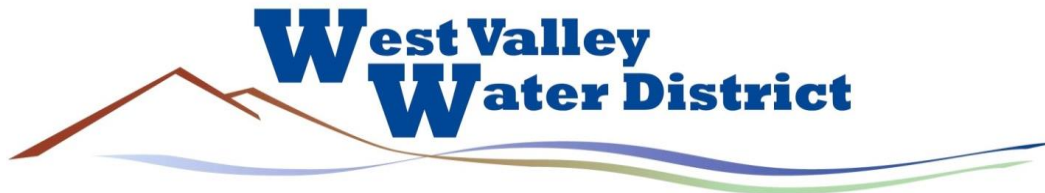
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Van Jew, Acting General Manager

VJ:jc

**MEETING HISTORY:**

08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** REALLOCATION OF TASK BUDGET AND ACTIVATION OF CONTINGENCY FUNDS FOR CAROLLO ENGINEERS, INC.

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**DISCUSSION:**

In January, 2021 West Valley Water District's (District) Board of Directors approved an Agreement for Professional Services with Carollo Engineers, Inc. (Carollo) to assist the District with a letter of interest for an Environmental Protection Agency (EPA) Water Infrastructure Finance and Innovation Act (WIFIA) and State Revolving Fund (SRF) loan application for funding to finance the Oliver P. Roemer Water Filtration Facility Upgrades and Expansion Project. Carollo has, however, reached the authorized budget limit for Task 6.0 (SRF Application) as several factors have extended/expanded the scope including longer than anticipated State Water Resources Control Board SRF review process, delayed SWRCB Division of Financial Assistance staff responses and reviews, additional engagement efforts with SWRCB DFA staff, and completion of additional work items.

These efforts have reduced the available task budget to complete the remaining scoped tasks. We do, however, believe that there is sufficient budget remaining in the overall project budget to complete the scope. As such, we request that the budgets from the following tasks be reallocated: \$22,618.02 from Task 3.0 - WIFIA Application Package Assistance and \$6,808.00 from Contingency Task 4.1 - WIFIA Agreement Develop Support be reallocated to Task 6.0 - SRF Application and Task 2.0 - Prepare WIFIA Letter of Intent. This reallocation would increase the budget for Task 6.0 - SRF Funding Application by \$29,238.27, for a total task budget of \$78,390.27 and increase Task 2.0 by \$187.75 for a total budget of \$36,683.75. We are also requesting to utilize the approved contingency of \$18,324.00 for the development of a Project Purpose and Cost Allocation Justification Memorandum, update of the Project Report, identifying federal compliance requirements including BABA, AIS, Davis Bacon, DBE and other required tasks.

The reallocation of task budgets will not increase the total authorized amount for this agreement. The table below outlines the requested budget reallocations.

Task	Task Description	Budget	Budget Change	Proposed Reallocated Budget
<b>WIFIA Funding</b>				
1.0	Project Information Collection & Review/Confirmation of Project Packaging	\$ 8,794.00	\$0	\$ 8,794.00
2.0	Prepare WIFIA Letter of Interest	\$ 36,496.00	\$187.75	\$ 36,683.75
3.0	WIFIA Application Package Assistance	\$ 42,368.00	\$ (22,618.02)	\$ 19,749.98
4.0	WIFIA Agreement Development Support	\$ -		\$ -
5.0	WIFIA Compliance Requirements (To be scoped)	\$ -		\$ -
<b>SRF Funding</b>				
6.0	SRF Application	\$ 49,152.00	\$ 29,238.27	\$ 78,390.27
7.0	Project Management	\$ 33,752.00	\$ -	\$ 33,752.00
<b>Project Total (without contingent tasks) =</b>		<b>\$ 170,562.00</b>	<b>\$ 6,808.00</b>	<b>\$ 177,370.00</b>
8.0	Contingency - Pending LOI Response and Client Direction			
3.2	EPA Coordination/Application Review	\$ 18,324.00	\$ -	\$ 18,324.00
4.1	WIFIA Agreement Development Support	\$ 6,808.00	\$ (6,808.00)	\$ -
<b>Project Total (with contingent tasks) =</b>		<b>\$ 195,694.00</b>	<b>\$0</b>	<b>\$ 195,694.00</b>

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve to reallocate existing funds to other line items within the same contract and authorize the use of the contract’s contingency funds.

Respectfully Submitted,

*Van Jew*

Van Jew, Acting General Manager

LJ:ls

**MEETING HISTORY:**

08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** NEARMAP LICENSE RENEWAL AND DIGITAL ELEVATION MODEL AGREEMENT FOR OUR GEOGRAPHIC INFORMATION SYSTEM

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**DISCUSSION:**

Geographic Information System (“GIS”) technology combines mapping software with database management tools to collect, organize, and share many types of information. Data is stored as layers in a geodatabase that can be accessed and shared from the field and across multiple departments. In September of 2021, the District entered into a licensing renewal agreement with Nearmap US, Inc. (“Nearmap”) for the needed aerial imagery in GIS. The term of this agreement is nearing completion and needs to be renewed.

The new aerial imagery, Nearmap, covers the District’s service area boundaries and is integrated with ArcGIS Online. The yearly agreement allows the District to receive newer high-resolution aerial imagery updates three times per year. Renewing this license agreement will allow District office and field staff to overlay our utilities with the new aerial imagery, which allows staff to see the latest aerial views of development in our service area. Nearmap also provides Digital Elevation Model (“DEM”) services that is an essential dataset for hydraulic modeling. DEM will allow staff to calculate head pressure, fire flow testing, and identifying location for future District facilities by using the high-resolution elevation information. Attached as **Exhibit A** is the License Renewal and **Exhibit B** is the DEM Agreement with Nearmap.

**FISCAL IMPACT:**

The cost associated with the license renewal and high resolution elevation data as proposed by Nearmap is \$17,500.00. These items are included in the fiscal year 2022/23 GIS budget under GL# 100-5645-530-5410. Sufficient funds are available in the budget to cover the cost.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors to authorize entering into a contract with Nearmap US, Inc. to:

1. Renew the annual license for areal imagery in the amount of \$11,000.00; and
2. Provide high resolution Digital Elevation Model data in the amount of \$6,500.00.

Respectfully Submitted,

*Van Jew*

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Van Jew, Acting General Manager

RMG:ls

**ATTACHMENT(S):**

1. Exhibit A - Nearmap License Renewal
2. Exhibit B - Nearmap DEM Agreement

**MEETING HISTORY:**

08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A

**Nearmap US, Inc.**  
 10897 South River Front Parkway, Suite 150  
 South Jordan, UT 84095 USA  
**Phone:** +1 (801) 609 7250

<b>Customer Name</b>	West Valley Water District	<b>Quote Number</b>	Q080581
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	09/30/2022
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	Carrie Wiley carrie.wiley@nearmap.com
<b>Subscription Start Date</b>	09/30/2022	<b>Payment Term</b>	Net 30
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	West Valley Water District Telat Yalcin 855 W. Baseline, Rialto, California, 92377 (909) 875-1804 tyalcin@wwwd.org	<b>Ship To</b>	West Valley Water District Telat Yalcin 855 W. Baseline, Rialto, California, 92377 (909) 875-1804 tyalcin@wwwd.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Nearmap Vertical Offline Copy - Subscription	NA	Nationwide	NA
ArcGIS Integration	NA	NA	NA
Nearmap Vertical for Government	NA	Nationwide	Unlimited
<b>Subtotal</b>			\$11,000.00
<b>Estimated Tax</b>			\$0.00
<b>Total</b>			<b>USD \$11,000.00</b>

**ACCEPTANCE OF Q080581 will constitute an Agreement with Nearmap**

By selecting "Yes" or **signing below**, you acknowledge that (a)(i) the attached terms and conditions will continue to form part of the Agreement with the Licensee, (ii) the Additional Terms and Conditions in the latest signed Quote between the Licensee and Nearmap applies to this Renewal Quote, unless otherwise specified in Schedule 1 of this Renewal Quote, and (iii) the Product-Specific Terms set out in <https://www.nearmap.com/us/en/legal/product-agreements> applies to this Renewal Quote, (b) you have the authority to agree to this Renewal Quote, (c) you agree to pay the fees set forth herein. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

Note: The terms of your Agreement remain the same unless varied by this Renewal Quote. The totals in this Renewal Quote is only an estimate of your next invoice. Final credits and amendments to the subscription is dependent upon the date this Renewal Quote is accepted.

Signature / Digital Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

Full Name: \_\_\_\_\_ Position: \_\_\_\_\_

PO Number (if required): \_\_\_\_\_

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)



**Additional Terms and Conditions**



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

## PRODUCTS AGREEMENT

### Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the "**Agreement**").

Definitions of capitalized words are set out in section 18 of the Agreement.

### 1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the "**License**").
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a "**Renewal Term**") unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap's Fair Use Policy regulates the Licensee's consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee's use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee's Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee's use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

### 2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee's rights under this License without Nearmap's prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee's subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee's account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee's or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee's use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, "trojan horses", "worms", or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee's access to the Products, and take any other steps available to it at law.

### 3. THE LICENSEE'S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
- (b) restrict the Licensee's access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
- (c) immediately cease the Licensee's access to the Product;
- (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and

continues until expiry of the Term unless terminated earlier in accordance with the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferrable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee.  
[https://www.google.com/enterprise/earthmaps/legal/us/maps\\_purchase\\_agreement\\_apac.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html);

- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:
- (i) Privacy Policy  
(<http://aws.amazon.com/privacy/>)
  - (ii) Acceptable Use Policy  
(<http://aws.amazon.com/aup/>)
  - (iii) Terms of Use  
(<http://aws.amazon.com/terms/>)
  - (iv) Service Terms  
(<http://aws.amazon.com/serviceterms/>)
  - (v) Trademark Guidelines  
(<http://aws.amazon.com/trademark-guidelines/>)
- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>).
- 9. WARRANTY AND LIABILITY**
- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSEE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and

costs) arising from or out of:

- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
  - (b) the Licensee's use of the Product for any purpose; and
  - (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- 10. COPYRIGHT COMPLAINTS**
- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- (a) promptly notify Nearmap of any such Infringement Claim;
  - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
  - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
  - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- (a) that arises from any:
    - (i) use of the Product in violation of this Agreement;
    - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
    - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
  - (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- 11. PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.
- 12. FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
  - (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
  - (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
  - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
  - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- 13. CONFIDENTIALITY**
- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.

**14. NOTICES**

- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

**15. TECHNOLOGY EXPORT**

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

**16. NEARMAP NOW**

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

**17. MISCELLANEOUS TERMS**

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:  
 (a) the Additional Terms and Conditions;  
 (b) the Quote;  
 (c) any Product-Specific Terms; and  
 (d) this products agreement.  
 If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:

- (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, Nearmap and the Licensee.
- 17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.
- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

**18. DEFINITIONS**

In this Agreement:

**Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.

**Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).

**Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified in the Quote.

**API** means application programming interface.

**Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.

**Business Days** means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.

**Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.

**Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.

**Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.

**Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:

- (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;  
 (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or  
 (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.

**Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.

**Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.

**Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.

**Fair Use Policy** means the policy as attached to the Quote.

**Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.

**Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.

**Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.

**Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.

**Late Payment Fee** means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5%

per month (being 18% per year).

**License** means the license granted in section 1.1.

**Licensee** means the person or entity specified in the "Customer Name" section of the Quote.

**Nearmap** means Nearmap US, Inc.

**Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.

**Operational Hours** means 9am to 5pm PT.

**Periodic Allowance** or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

**Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

**Product-Specific Terms** means additional terms and conditions that apply to certain Products, currently located [here](#).

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Schedule** means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Survey** has the meaning (if any) given to that section 16.1.

**Survey Fee** means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

**Survey Specification** means the survey specification referred to in the Quote.

**Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Website** means all pages and sub-sites available within the nearmap.com domain.

**General**

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
  - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
  - b. **Fair Use Policy** means this policy;
  - c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
  - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
  - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
  - f. **You** or **Your** means any customer of Nearmap;
  - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
  - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

**Unreasonable Use**

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

**Excessive Use**

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

**Nearmap's Rights**

8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
  - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
  - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
  - c. restrict Your access for the remainder of the month; and/or
  - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
  - e. immediately cease Your access to Nearmap; and/or
  - f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

**2D OFFLINE  
DELIVERY**

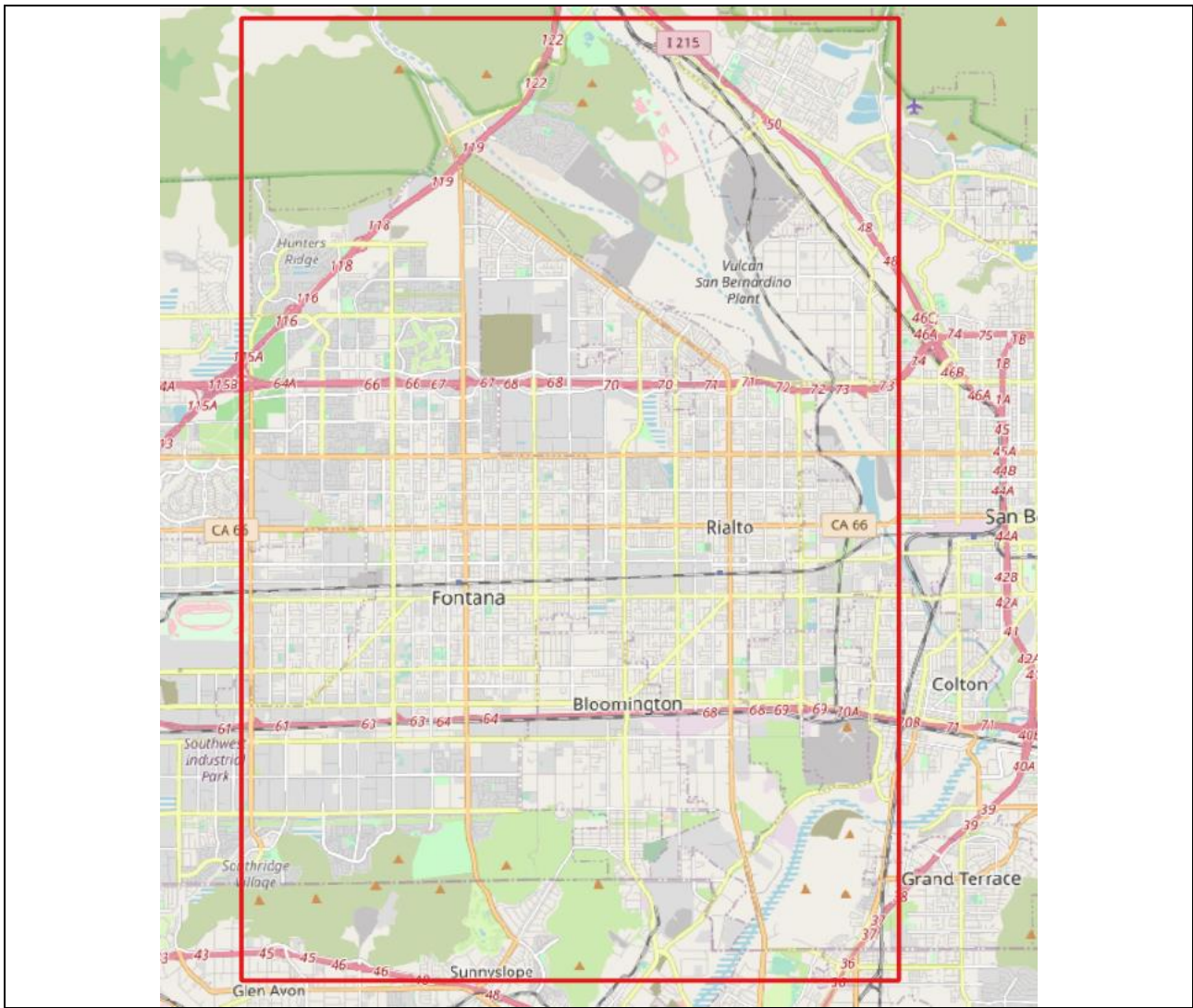
**ORDER SUMMARY -  
SPECIFICATION.**

NEARMAP LOCATION CONTENT FOR:  
*West Valley Water District*





# 2D OFFLINE DELIVERY - ORDER SUMMARY.



  Proposed Delivery Area    
   Customer Requested AOI    
   Nearmap Coverage

**Delivery Specification:**

Customer: West Valley Water District  
 Description: West Valley Water District - Fall 2022  
 Capture Date(s): Fall 2022  
 Customer AOI filename: WWWD\_AOI.kml  
 Analysis Run by: Calvin Lietz on 5 August 2022  
 Total Area Requested: 127 square miles  
 Delivery Mechanism: Online links provided by email  
 Delivery Contact: Telat Yalcin - tyalcin@wwwd.org  
 Format: GeoTIFF  
 Compression Type: LZW

Tiling: Multiple tiles, with each covering approx 2 sq km/1 sq mile of the area of interest.  
 File Spec: Delivered as multiple files.

**Product Specifications:**

Ground Sampling Distance: 7.5cm/3"  
 Bands: 3 (RGB)  
 Horizontal Projection: NAD83 / California zone 5 (ftUS) (EPSG:2229)  
 Horizontal Accuracy: 75cm RMSEr  
 Timing: Offline Delivery to be provided thirty (30) days from either (a) the date of signature of the relevant Quote or Agreement; or (b) the Capture Date, whichever is the latest date.

Nearmap Reference: NMD-2610

**WE CHANGE THE WAY PEOPLE VIEW THE WORLD, SO THEY CAN PROFOUNDLY CHANGE THE WAY THEY WORK.**

[NEARMAP.COM](http://NEARMAP.COM)

10897 S River Front Parkway, Suite 150,  
South Jordan Utah 84095

T: +1-844-463-2762

E: queries@nearmap.com | Twitter: @nearmap

File Number 5558775

# EXHIBIT B

**Nearmap US, Inc.**

10897 South River Front Parkway, Suite 150  
 South Jordan, UT 84095 USA  
**Phone:** +1 (801) 609 7250

<b>Customer Name</b>	West Valley Water District	<b>Quote Number</b>	Q080580
<b>Contract Commencement</b>	Contract commences upon signing of quote.	<b>Quote Expiry</b>	09/22/2022
<b>Subscription Term</b>	12 Month	<b>Account Rep</b>	Carrie Wiley carrie.wiley@nearmap.com
<b>Subscription Start Date</b>	08/10/2022	<b>Payment Term</b>	Net 30
		<b>Payment Method</b>	Invoice
<b>Bill To</b>	West Valley Water District Telat Yalcin 855 W. Baseline, Rialto, California, 92377 (909) 875-1804 tyalcin@wvwd.org	<b>Ship To</b>	West Valley Water District Telat Yalcin 855 W. Baseline, Rialto, California, 92377 (909) 875-1804 tyalcin@wvwd.org

PRODUCT	ALLOWANCE	COVERAGE	SEATS
Offline DEM	NA	Please refer to the attached Survey Specification for details	NA
<b>Subtotal</b>			\$6,500.00
<b>Estimated Tax</b>			\$0.00
<b>Total</b>			<b>USD \$6,500.00</b>

**ACCEPTANCE OF Q080580 will constitute an Agreement with Nearmap**

By selecting "Yes" or signing below, you acknowledge that (a) you have read, understood and agree to the Products Agreement attached to this Quote, (b) the Product-Specific Terms which can be found at <https://www.nearmap.com/us/en/legal/product-agreements>, (c) you have the authority to agree to this New Subscription Quote and (d) you agree to pay the fees set forth herein. This New Subscription Quote constitutes a binding commitment for the Contract Term stated above. You acknowledge that the Coverage Area by Nearmap is outlined at <https://www.nearmap.com/us/en/current-aerial-maps-coverage>.

---

Signature / Digital Acceptance:

Date:

Full Name:

Position:

PO Number (if required):

If printed, please sign, scan and email to: [orders.us@nearmap.com](mailto:orders.us@nearmap.com)

Schedule 1

**Additional Terms and Conditions**



PLEASE READ THIS PRODUCTS AGREEMENT CAREFULLY. BY ACCEPTING THIS AGREEMENT BY EXECUTING A QUOTE, YOU AGREE TO BE BOUND BY THIS PRODUCTS AGREEMENT, THE QUOTE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT ACCESS OR USE, YOU MUST NOT ACCEPT THIS PRODUCTS AGREEMENT AND NOT USE ANY NEARMAP PRODUCTS AND SERVICES.

## PRODUCTS AGREEMENT

### Recitals

- A. Nearmap is a provider of aerial imagery and location data and associated products and services.
- B. Nearmap agrees to supply the Licensee with the Products described in the Quote, subject to the terms of this agreement, the Additional Terms and Conditions, Product-Specific Terms, any Schedules and the Quote which together constitute the legal agreement between the Licensee and Nearmap (the “**Agreement**”).

Definitions of capitalized words are set out in section 18 of the Agreement.

### 1. GRANT OF LICENSE TO USE PRODUCTS

- 1.1 **Grant** Subject to the terms of this Agreement and payment by the Licensee of the Fees, Nearmap grants to the Licensee a limited, non-exclusive, non-transferrable license for the Term to use the Products for and to the extent of the Permitted Purpose (the “**License**”).
- 1.2 **Authorized Users** The Products available under this License are only to be used by the total number of Authorized Users. The Licensee shall implement reasonable controls to ensure that it does not exceed the number of Authorized Users. If the number of users exceeds the total number of Authorized Users, the Licensee will be in breach of this Agreement.
- 1.3 **Renewal** Upon the expiration of the initial Term, this Agreement, subject to any amendments to this Agreement required by Nearmap, shall be renewed automatically for successive renewal terms of twelve (12) months each (each a “**Renewal Term**”) unless terminated by either party by providing at least thirty (30) days written notice of its intention not to renew this Agreement prior to the expiry of the initial Term or any current Renewal Term.
- 1.4 **Replacement Product** Nearmap may from time to time supply the Licensee with a replacement Product of no lesser quality than the previously supplied Product at its absolute discretion. If requested by Nearmap, the Licensee must stop using any previously supplied Product and use the replacement Product from the date of delivery from Nearmap.
- 1.5 **Acknowledge Nearmap source** The Licensee must expressly acknowledge Nearmap, in a reasonably prominent manner (by displaying the Nearmap logo or other appropriate attribution), as the source of any Product or Derivative Works that the Licensee uses, copies, modifies, or distributes. Unless otherwise permitted in writing, the Licensee must not remove or cause to be removed any Nearmap logo, watermark, or other Nearmap attribution in any Product or Derivative Works.
- 1.6 **Data Use for Government Products** Nearmap measures data usage by the Licensee under this License for Government Products. When using Government Products, Nearmap’s Fair Use Policy regulates the Licensee’s consumption of data during the Term (or Renewal Term). The following conditions also apply to the Licensee’s use of Government Products:
- (a) the amount of data used by the Licensee on the Government Products will be monitored and then calculated at the end of every Term or Renewal Term based on the total data of all users who access and use the Licensee’s Nearmap account during that Period; and
- (b) if the Licensee elects to download and/or export Government Products available to the Licensee on the Website, this will be applied to the calculation of the Licensee’s use of the Government Products.
- 1.7 **Allowance for Non-Government Products** Non-Government Products licensed to the Licensee may be subject to additional Allowance, Periodic Allowance, or Periodic Data Allowance terms that are published in the Product-Specific Terms, and if applicable, the Periodic Allowance Section.
- 1.8 **Unavailability** Subject to section 12, if a Product is not available for a period of three (3) consecutive days, the Term will be extended by the period of such unavailability.

### 2. RESTRICTIONS ON RIGHT TO USE PRODUCTS

- 2.1 **Permitted Purpose** The Products must only be used for the Permitted Purpose.
- 2.2 **No right to distribute, transfer, resell, assign or sublicense** This License is granted only to the Licensee. The Licensee must not distribute, transfer, resell, assign, rent, lease, or sublicense any Product or any of the Licensee’s rights under this License without Nearmap’s prior written consent.
- 2.3 **No third party access** Unless otherwise provided in this Agreement, the Licensee must not make any Product available in any medium or manner to any third party (including but not limited to the Licensee’s subsidiaries, affiliates, any lower or higher tiered governments and any neighbouring local government).
- 2.4 **Employees** The Licensee may make Products available to any employee of the Licensee, subject to that person complying with the terms of the Agreement as if they were a party to it and the total number of Authorized Users has not been exceeded. Such employees are deemed to be Authorized Users. The Licensee is responsible and liable for any person who uses the Licensee’s account access details or uses Products made available to the Licensee in breach of this Agreement, including, without limitation, for any additional fees that become payable if the Licensee exceeds the number of Authorized Users.

- 2.5 **No machine learning** The Licensee must not conduct machine learning work in connection with this Agreement or any Products, which includes but is not limited to any:
- (a) machine learning models (including the model form and model parameters);
- (b) outputs of machine learning models;
- (c) software that processes or transforms input data for training a machine learning model or getting a prediction from a machine learning model into a format suitable for training or making such prediction; or
- (d) software used to train a machine learning model or compute outputs of a machine learning model for a given set of input data.
- 2.6 **No caching and creation of database** Except as expressly permitted under this Agreement, the Licensee is not permitted to:
- (a) use its access to the Products under this Agreement for the purposes of creating a database of imageries for resale, distribution, sublicense, or other commercial purposes and mass downloads or bulk feeds of any imagery; and
- (b) pre-fetch, retrieve, cache, index, or store any Content or portion of the Products.
- 2.7 **Restriction on integration methods** The Licensee is only permitted to use API integration methods, or other integration methods, as authorised by Nearmap in writing, including but not limited to integration with the Licensee’s or other third party platforms or software.
- 2.8 **Limits on use of Website** In the Licensee’s use of the Website, the Licensee must not (without the prior written consent of Nearmap):
- (a) provide a link to another URL;
- (b) upload content or other information to the Website (except as necessary to use the Products);
- (c) do anything to damage, interfere or disrupt access to the Website or do anything which might impair its functionality;
- (d) use the Website in any way to send any unsolicited email (commercial or otherwise) or any other material for marketing or publicity purposes;
- (e) publish, post, distribute, disseminate, or otherwise transmit, defamatory, offensive, infringing, obscene, indecent, or other unlawful or objectionable confidential material or information;
- (f) make available, upload, or distribute by any means any material or files that contain any viruses, bugs, corrupt data, “trojan horses”, “worms”, or any other harmful software;
- (g) remove any content or information from the Website, other than that permitted under the terms of this License;
- (h) falsify the true ownership of a Product or other material or information made available via the Website;
- (i) obtain or attempt to obtain unauthorized access, through whatever means, to the Website;
- (j) use the Website other than in accordance with this Agreement;
- (k) attempt any of the above acts or engage, encourage or permit another person to do any of the above acts; or
- (l) provide or allow access to the Website which exceeds the total number of Authorized Users in connection with use of the Product.
- 2.9 **Breach** If the Licensee breaches any of sections 2.1 to 2.8 inclusive, Nearmap reserves its rights to terminate the Agreement in accordance with section 6.2, restrict the Licensee’s access to the Products, and take any other steps available to it at law.

### 3. THE LICENSEE’S ACCESS TO PRODUCTS AND SERVICES

- 3.1 **Authorized Users** Any password/ID issued by Nearmap to an Authorized User is personal and confidential to that Authorized User. If Nearmap suspects that any password/ID is being used by an unauthorized person, by a different Authorized User to the person to whom it was issued, or the number of Authorized Users has been exceeded, Nearmap may:
- (a) cancel that password/ID;
- (b) restrict the Licensee’s access to the Product to low resolution imagery, or apply any other restrictions on access that Nearmap determines in its absolute discretion;
- (c) immediately cease the Licensee’s access to the Product;
- (d) require the Licensee to pay for any additional fees due based on the standard Nearmap Fees for the applicable Product, in respect of any such unauthorized use; and/or

- (e) exercise any other right available to Nearmap under the terms of this Agreement or at law.
- 3.2 **Downtime** Nearmap will use reasonable efforts to ensure that the Website remains available but cannot guarantee that this will be the case at all times. Nearmap agrees that, wherever possible, all planned maintenance will be done out of normal Operational Hours to ensure optimal uptime of the Website. The Licensee may elect to subscribe to the Nearmap status page at <https://status.nearmap.com/> to receive notifications and updates relating to planned maintenance and uptime/downtime of the Website and APIs. When Nearmap becomes aware of any Fault, Nearmap will use reasonable efforts to:
- (a) allocate such resources as may be necessary to remedy the Fault; and
- (b) otherwise take all reasonable steps to remedy the Fault so as to minimize any disruption to the Licensee's use of the Products.
- 3.3 **Expiry** The Licensee's License will expire at the end of the Term unless renewed in accordance with section 1.3 and may be suspended or terminated, in accordance with section 6.2, if the Licensee is in breach of this Agreement.
- 3.4 **Unauthorized Use** Licensee shall take reasonable steps to prevent unauthorized access to the Products, including without limitation, protecting its passwords and other log-in information. The Licensee shall notify Nearmap immediately of any known or suspected unauthorized use of the Products, or breach of its security, and shall use best efforts to stop said breach and minimize the adverse impact of said breach on Nearmap.
- 3.5 **Audit** During the Term of this Agreement, and for two (2) years after termination or expiry of this Agreement, the Licensee shall maintain records regarding its use of the Products according to its record keeping policies and procedures. The Licensee shall permit Nearmap (or its auditors) access to the Licensee's records pertaining to the Licensee's use of the Products. Nearmap will give at least thirty (30) days prior written notice of an audit and will not conduct an audit more than once per calendar year unless non-compliance findings are noted, in which case the audit period may be extended.
- 3.6 **Audit Findings** If an audit results in findings of non-compliance, Nearmap may, at its discretion:
- (a) invoice any additional license fees due based on the standard Nearmap Fees in place at the time of the original license grant;
- (b) recover the reasonable cost of the audit if additional Fees exceed 5% of the Fees paid during the audit period; and
- (c) terminate this Agreement in accordance with section 6.3. Licensee must pay all invoices issued under this section within thirty (30) days following the date of invoice or such other period agreed between the parties.
4. **FEES**
- 4.1 **Fees** The Fees payable by the Licensee are set out in the Quote.
- 4.2 **Payment** The Fees are payable by the Licensee to Nearmap in the manner and by the due date, as set out in the Quote, at the beginning of each Term unless otherwise agreed by Nearmap. Where the Fees are payable by credit card, the Licensee authorizes Nearmap to charge the Licensee's credit card for all purchased Products listed in the Quote for the initial Term and any Renewal Term.
- 4.3 **No cancellation** Subject to section 4.4, all Fees are non-cancellable and non-refundable, except as expressly set out in the Agreement.
- 4.4 **Refund of Fees** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3, Nearmap will refund the Licensee any pre-paid fees relating to the portion of Term remaining as at the date of termination.
- 4.5 **Taxes** Unless otherwise stated, Fees and Late Payment Fee do not include any direct or indirect local, state, provincial, federal, or foreign taxes, levies, duties, or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes, except those assessable against Nearmap based on its income. Nearmap will invoice Licensee for such Taxes if Nearmap believes it has a legal obligation to do so and Licensee agrees to pay such Taxes if invoiced.
- 4.6 **Late Payment** If a scheduled Fee payment is still overdue after seven (7) days notice from Nearmap, to remedy the payment default, the Licensee agrees that Nearmap may charge the Licensee a Late Payment Fee and/or immediately limit or terminate access to the Products provided under this License.
- 4.7 **Amendments** Fees of the relevant Product may only be increased at the end of the Term (including any Renewal Term) subject to Nearmap and the Licensee agreeing in writing.
5. **THE LICENSEE'S WARRANTIES**
- 5.1 **Warranty** The Licensee warrants that:
- (a) any information the Licensee supplies to Nearmap in respect of the Agreement is complete and correct. The Licensee must keep Nearmap informed of any change to the Licensee's information provided to Nearmap, including any change to the Licensee's contact details, or the details of a credit card used for payment;
- (b) the Licensee will immediately notify Nearmap of any usage of any Product outside the Permitted Purpose, and provide any other information reasonably requested by Nearmap;
- (c) the Licensee has the power to enter into this Agreement and to perform the obligations under it; and
- (d) the Licensee has and will comply with all relevant laws relating to the Licensee's use of the:
- (i) License;
- (ii) Products; and
- (iii) Website.
6. **TERMINATION AND EXPIRY**
- 6.1 **Initial Term** This Agreement commences on the Commencement Date and continues until expiry of the Term unless terminated earlier in accordance with

the terms of this Agreement or renewed under section 1.3.

- 6.2 **Termination by Either Party** Either party may terminate this Agreement with immediate effect by giving notice to the other party if:
- (a) the other party breaches any of its obligation under this Agreement capable of remedy and fails to remedy that breach within fourteen (14) days after receiving notice requiring it to do so;
- (b) the other party breaches any of its obligations under this Agreement incapable of remedy and Content; or
- (c) the other party files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints, or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act, or has any such petition filed against it which is not discharged within sixty (60) days of the filing thereof, or admits in writing its inability to pay its debt generally as they become due.
- 6.3 **Termination by Nearmap** Notwithstanding anything else in the Agreement, but subject to section 4.4, Nearmap has the right, in its absolute discretion and upon giving the Licensee ten (10) Business Days' notice, to terminate the Agreement and the License.
- 6.4 **Consequences** If the Agreement is terminated under sections 6.2 or 6.3 or expires at the end of the Term:
- (a) the License immediately terminates and the Products will no longer be available to the Licensee;
- (b) the Licensee must immediately destroy, delete, or return to Nearmap all Products; and
- (c) subject to section 7.3, the Licensee and the Authorized Users are not permitted to use any Products for any purpose.
- 6.5 **Costs** Nearmap reserves all rights following termination of this Agreement, including any rights available to Nearmap to collect any outstanding Fees which may be owed by the Licensee. The Licensee will be liable for any reasonable legal costs incurred by Nearmap in enforcing its rights following termination of this Agreement.
- 6.6 **Continuing obligations** After expiry or termination of the Agreement, or a License, sections 1.5, 2, 4, 6.5, 7, 8, 9, 10, 13, 14, 15, and 17 will still be binding on the Licensee in relation to Products licensed or obtained during the Term.
7. **INTELLECTUAL PROPERTY**
- 7.1 **Ownership** Unless otherwise indicated, the Website, the Products, the Content, and all associated Intellectual Property Rights, data, information, and software are owned by Nearmap and are protected by copyright, moral rights, trademark, and other laws relating to the protection of intellectual property. Nearmap reserves all of its Intellectual Property Rights. Except for the limited License granted to the Licensee in section 1.1, no ownership or Intellectual Property Rights in the Website, any Product, or Content will pass or be licensed to the Licensee.
- 7.2 **Trademarks** The Nearmap trademarks and all associated Intellectual Property Rights are owned by Nearmap. Nothing in the Agreement confers upon the Licensee any rights to use or modify any of Nearmap's trademarks, except that Nearmap grants the Licensee a royalty free, limited, non-exclusive, non-transferable, non-sublicensable license to reproduce and display Nearmap trademarks only to the extent necessary to comply with the Licensee's obligations under the Agreement. Any such reproduction and display of those marks must comply with the policies and rules Nearmap makes available to the Licensee from time to time.
- 7.3 **Derivative Works** Subject to compliance with all other terms of this Agreement, the Licensee is granted a non-exclusive right to produce and use Derivative Works for a Permitted Purpose. Unless otherwise notified to the Licensee by Nearmap, the Licensee may continue using Derivative Works following termination or expiry of this Agreement. For the avoidance of doubt, Nearmap will continue to own all rights in and to any Products and Content embedded in a Derivative Work, but all other rights in and to the Derivative Work will belong to the Licensee.
8. **THIRD PARTY PROVIDERS**
- 8.1 Nearmap engages Third Party Providers in order to provide the Products and comply with its obligations under this Agreement and for the Licensee to receive the intended benefit of this Agreement. The Licensee agrees to comply with all requirements and restrictions that Third Party Providers may impose on the Licensee directly or indirectly by imposition on Nearmap, in relation to their respective products and/or services, at the time of, or subsequent to, the Agreement. The Licensee acknowledges that provision of the Products is subject to, and dependent upon, adequate delivery of products and services by the Third Party Providers. In accordance with section 9 of the Agreement, Nearmap's liability is reduced to the extent that loss or damage of any kind is caused or contributed to, by Third Party Providers. For the Licensee's convenience, Nearmap has set out in this section 8 links to the terms and conditions of these Third Party Providers with which the Licensee is required to comply. The Licensee further acknowledges that by entering into the Agreement, the Licensee is deemed to accept the respective terms and conditions of Third Party Providers, which currently include the Third Party Providers set out below. Third Party Providers and their terms of supply may change from time to time during the Term of the Agreement.
- (a) **Google** Nearmap engages Google to supply navigation and geo-location data, and related content. By entering into the Agreement, the Licensee agrees to the Google Terms of Service as they apply to the Licensee.  
[https://www.google.com/enterprise/earthmaps/legal/us/maps\\_purchase\\_agreement\\_apac.html](https://www.google.com/enterprise/earthmaps/legal/us/maps_purchase_agreement_apac.html);
- (b) **Amazon Web Services (AWS)** Nearmap engages Amazon Web Service, Inc. to provide services (the "**AWS Services**") which enables delivery of the

Products. By entering into the Agreement, the Licensee agrees to comply with the AWS Customer Agreement (<http://aws.amazon.com/agreement/>) as it applies to the Licensee. Use of the Products is also subject to the Licensee's compliance with the following AWS policies:

- (i) [\(http://aws.amazon.com/privacy/\)](http://aws.amazon.com/privacy/) Privacy Policy
- (ii) [\(http://aws.amazon.com/aup/\)](http://aws.amazon.com/aup/) Acceptable Use Policy
- (iii) [\(http://aws.amazon.com/terms/\)](http://aws.amazon.com/terms/) Terms of Use
- (iv) [\(http://aws.amazon.com/serviceterms/\)](http://aws.amazon.com/serviceterms/) Service Terms
- (v) [\(http://aws.amazon.com/trademark-guidelines/\)](http://aws.amazon.com/trademark-guidelines/) Trademark Guidelines

- (c) **NASA/NCAS** By entering into the Agreement, the Licensee agrees to the following NASA/NCAS terms and conditions: (<https://www.nearmap.com/us/en/legal/copyright>).

## 9. **WARRANTY AND LIABILITY**

- 9.1 **Warranty** Nearmap agrees to use industry standard GPS to ensure captured imagery has accurate geographical positioning.
- 9.2 **DISCLAIMER OF WARRANTIES** OTHER THAN AS SET FORTH IN SECTION 9.1, THE WEBSITE AND THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, TO THE FULLEST EXTENT PERMITTED BY LAW. NEARMAP AND ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, AND AFFILIATES EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, AND GUARANTEES, WHETHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND COURSE OF DEALING OR PERFORMANCE.
- 9.3 **NO REPRESENTATIONS** WHILE NEARMAP USES REASONABLE EFFORTS TO ENSURE THE ACCURACY, CORRECTNESS AND RELIABILITY OF THE CONTENT, THE PRODUCTS, AND THE WEBSITE, NEARMAP MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS, OR GUARANTEES AS TO THE ACCURACY, CORRECTNESS, OR RELIABILITY OF ANY PRODUCT OR CONTENT CONTAINED ON THE WEBSITE. THE PRODUCTS AND THE WEBSITE ARE SUBJECT TO ERRORS, OMISSIONS, INACCURACIES, AND DISTORTIONS, AND NEARMAP WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR ANY CLAIMS MADE BY OR ARISING OUT OF, ANY PERSON OR ENTITY SEEKING TO RELY ON ANY OF THE PRODUCTS OR THE WEBSITE.
- 9.4 **LIMIT OF LIABILITY** NEARMAP'S LIABILITY FOR: (A) A BREACH OF A WARRANTY UNDER SECTION 9.1; OR (B) A BREACH OF A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTEE WHICH IS IMPLIED OR IMPOSED IN RELATION TO THIS LICENSE UNDER LEGISLATION AND CANNOT BE EXCLUDED, WILL BE LIMITED TO, AT NEARMAP'S OPTION, REPLACING OR REPAIRING THE PRODUCTS OR SUPPLYING PRODUCTS EQUIVALENT TO THE RELEVANT PRODUCTS, OR PAYING THE COST OF REPLACING OR REPAIRING THE PRODUCTS.
- 9.5 **NO LIABILITY FOR CLAIMS** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL NEARMAP, ITS CONTENT PROVIDERS, AGENTS, MANDATARIES, OR AFFILIATES BE LIABLE FOR ANY CLAIMS OF ANY KIND ARISING FROM OR CONNECTED WITH THE USE OF THE WEBSITE, THE CONTENT OR THE PRODUCTS, OR THE UNAVAILABILITY OF THE SAME, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, AND DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), EXTRACONTRACTUAL LIABILITY, OR OTHERWISE. THE LICENSEE IS RESPONSIBLE FOR THE ENTIRE COST OF ALL SERVICING, REPAIR, OR CORRECTION REQUIRED DUE TO THE LICENSEE'S USE OF THIS WEBSITE, THE CONTENT OR THE PRODUCTS. THIS EXCLUSION APPLIES, WITHOUT LIMITATION, TO ANY CLAIMS CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM NEARMAP.
- 9.6 **AGGREGATE LIMIT** IN NO EVENT WILL THE AGGREGATE LIABILITY OF NEARMAP, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), EXTRACONTRACTUAL LIABILITY, PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING TO THE USE OF THE PRODUCTS, THE CONTENT, OR THE WEBSITE EXCEED ANY COMPENSATION OR FEE THE LICENSEE HAS PAID, IF ANY, TO NEARMAP FOR ACCESS TO OR USE OF THE PRODUCTS OVER THE TWELVE (12) MONTH PERIOD PRIOR TO THE ALLEGED DEFAULT, BREACH, OR EVENT GIVING RISE TO THE LIABILITY.
- 9.7 **Third Party Providers** The Licensee acknowledges that Nearmap relies on the services of Third Party Providers in order to supply the Products and related services. Without limiting any of the above, to the fullest extent permitted by applicable law, Nearmap will not be liable for any loss, damage, or cost of any kind, which is caused, or contributed to, by a third party service provider.
- 9.8 **Indemnity** To the extent permitted by law, the Licensee agrees to indemnify Nearmap and its directors, officers, employees, agents, mandataries, and subcontractors, from and against any and all direct or indirect claims, damages, losses, liabilities, expenses, and costs (including reasonable attorney's fees and costs) arising from or out of:
- (a) the Licensee's actual or alleged breach of any provisions of this Agreement;
  - (b) the Licensee's use of the Product for any purpose; and

- (c) the Licensee's use of, or any third party's use of, or inability to use, any Derivative Works, including without limitation, any output from the Derivative Works.
- 9.9 **Notice of claim** Nearmap will provide the Licensee with notice of any claim or allegation, under section 9.8, and Nearmap has the right to participate in the defense of any such claim at its expense.
- ## 10. **COPYRIGHT COMPLAINTS**
- 10.1 Subject to section 9, if any third party brings a Claim against the Licensee alleging that the Licensee's use of the Products, in accordance with this License, infringes their copyright ("**Infringement Claim**"), Nearmap will defend the Licensee against the Claim and pay any settlement to which Nearmap consents or final court-awarded damages for which the Licensee is liable.
- 10.2 The Licensee must:
- (a) promptly notify Nearmap of any such Infringement Claim;
  - (b) not make any admissions in relation to the Infringement Claim without Nearmap's prior written consent;
  - (c) permit Nearmap to conduct the defense of the Infringement Claim including all negotiations for settlement; and
  - (d) provide Nearmap with any assistance reasonably requested to allow Nearmap to defend the Infringement Claim.
- 10.3 Nearmap will have no liability for any Infringement Claim:
- (a) that arises from any:
    - (i) use of the Product in violation of this Agreement;
    - (ii) modification of the Product by anyone other than Nearmap, or a party authorized by Nearmap, in writing to modify the portion of the Product applicable to the Infringement Claim; or
    - (iii) third-party products, services, hardware, software, or other materials, or a combination of these with the Products, which would not be infringing without this combination; or
  - (b) if the Licensee fails to comply with section 10.2.
- 10.4 To the maximum extent permitted by law, this section 10 sets out Nearmap's sole and exclusive liability, and the Licensee's sole and exclusive remedy, for any third party Infringement Claims brought against the Licensee in relation to an infringement of Intellectual Property Rights.
- ## 11. **PRIVACY POLICY**
- 11.1 Nearmap will collect, use, and disclose any personal information supplied by the Licensee as set out in Nearmap's Privacy Policy, as amended from time to time, and currently available at <https://www.nearmap.com/us/en/legal/privacy-policy>. The Licensee hereby consents to those collections, uses, and disclosures.
- 11.2 To the maximum extent permitted by law, by entering into this Agreement, the Licensee expressly consents to receiving general emails relating to product updates, new products, or anything related to the usage of the product from Nearmap, but prior written consent is required to receive by email direct marketing communications from Nearmap.
- 11.3 By entering into this Agreement, the Licensee acknowledges that personal information provided by the Licensee in the course of accessing Products (including, without limitation, credit or debit card details provided by the Licensee for the purpose of paying Nearmap) may be disclosed to and held by one or more of Nearmap's third party suppliers and partners (including, without limitation, providers of payment processing services), and used by those third parties in connection with the supply of Products. Nearmap will have no liability whatsoever with respect to any personal information held by a third party in connection with the supply of Products.
- ## 12. **FORCE MAJEURE**
- 12.1 **Force Majeure Event** If a party is unable to perform or is delayed in performing an obligation under this Agreement (except for any obligation to pay money, including Fees) because of an act of war, terrorism, hurricane, earthquake, other act of God or of nature, strike or other labor dispute, riot or other act of civil disorder, embargo, or other cause beyond the performing party's reasonable control ("**Force Majeure Event**"):
  - (a) that obligation is suspended but only so far and for so long as that party is affected by the Force Majeure Event; and
  - (b) the affected party will not be responsible for any loss or expense suffered or incurred by the other party, as a result of, and to the extent that, the affected party is unable to perform, or is delayed in performing, its obligations under this Agreement because of the Force Majeure Event.
- 12.2 **Notice of Force Majeure Event** If a Force Majeure Event occurs, the party affected by the Force Majeure Event must:
  - (a) Promptly (when reasonably possible to do so) give the other party notice of the Force Majeure Event and an estimate of the non-performance and delay;
  - (b) take all reasonable steps to overcome the effects of the Force Majeure Event; and
  - (c) resume compliance as soon as practicable after the Force Majeure Event no longer affects it.
- ## 13. **CONFIDENTIALITY**
- 13.1 The Licensee must not use any Confidential Information for any purpose not expressly permitted hereunder. The Licensee will disclose Confidential Information only to its employees who have a need to know, for purposes of this Agreement, and who are under a duty of confidentiality no less restrictive than the Licensee's duty hereunder. The Licensee will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as it would protect its own confidential or proprietary information of similar nature and with no less than reasonable care.
- ## 14. **NOTICES**
- 14.1 All notices and consents will be in writing and will be considered delivered and effective upon receipt (or when delivery is refused) when (a) personally delivered; (b) sent by registered or certified mail (postage prepaid, return receipt requested); (c) sent by nationally recognized private courier (with signature required and all



fees prepaid); or (d) sent by email with confirmation of transmission. Notices must be sent to the Licensee at the address set forth in the Quote (or if none is specified, the address to which Nearmap sends invoices) and for Nearmap to 10897 South River Front Parkway, Suite 150, South Jordan, UT 84095, USA, or at another address as a party may designate in writing.

#### 15. TECHNOLOGY EXPORT

- 15.1 The Licensee shall not: (a) permit any third party to access or use the Product in violation of any U.S. or Canadian law or regulation; or (b) export any software provided by Nearmap, or otherwise remove it from the United States or Canada, except in compliance with all applicable U.S. and Canadian laws and regulations. Without limiting the generality of the foregoing, the Licensee shall not permit any third party to access or use the Product in, or export such software to, a country subject to a United States embargo (as of the Effective Date, Cuba, Iran, North Korea, Sudan, and Syria) or a Canadian embargo.

#### 16. NEARMAP NOW

- 16.1 **Survey** During the Term, the Licensee may request a survey of an area which is not covered (in its entirety or in part) by the Coverage Area ("**Survey**"). The Licensee must provide a detailed description of the area that is to be covered by the Survey and which is to be included in the Survey Specification. Upon receipt of such a request in writing, Nearmap may, in its absolute discretion, agree to provide the Survey to the Licensee for a Survey Fee.
- 16.2 **Delivery of Survey** Subject to sections 12 and 16.1, Nearmap will deliver the Survey to the Licensee by uploading the Survey to the Website within six (6) months of the date on which Nearmap receives payment of the Survey Fee in full from the Licensee. Nearmap will notify the Licensee in writing once the Survey has been uploaded to the Website.
- 16.3 **Availability to other Nearmap customers** Nearmap may, at its absolute discretion, allow other customers of Nearmap to access the Survey on the Website.
- 16.4 **Refund of Survey Fee** If the Licensee is not in breach of the Agreement, and Nearmap elects to terminate the Agreement under section 6.3 prior to delivery of the Survey, Nearmap will refund the Survey Fee to the Licensee.
- 16.5 **Other Products** This Section 16 will not be applicable to the Licensee if the Licensee has not purchased a Survey.

#### 17. MISCELLANEOUS TERMS

- 17.1 **Nearmap customer** Licensee grants Nearmap the right to use Licensee's name and logo to identify as a Nearmap customer for marketing or promotional purposes in public or private communications with our existing or potential customers, subject to Licensee's standard trademark usage guidelines as provided to us from time to time.
- 17.2 **Additional Terms and Conditions** The Additional Terms and Conditions form part of, and should be read in conjunction with, this Agreement.
- 17.3 **Precedence of Documents** This Agreement is comprised of:  
 (a) the Additional Terms and Conditions;  
 (b) the Quote;  
 (c) any Product-Specific Terms; and  
 (d) this products agreement.  
 If there is any ambiguity or inconsistency between the documents comprising the Agreement, the document appearing higher in the list will have precedence. This Agreement between Nearmap and the Licensee supersedes all terms and conditions attached to the Licensee's purchase order.
- 17.4 **Independent Contractors** The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other, and neither may make commitments on the other's behalf. The parties agree that neither party's employee or contractor is an employee of the other party.
- 17.5 **Construction** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason for authorship.
- 17.6 **Waiver** Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 17.7 **Severability** If one or more of the terms of the Agreement are found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining terms will not be affected.
- 17.8 **Amendments** Other than as expressly specified in this Agreement, this Agreement may only be varied with the written consent of Nearmap and the Licensee.
- 17.9 **Assignment** This Agreement shall not be assigned by either party without the prior written consent of the other party which shall not be unreasonably withheld; provided, however, that Nearmap may, upon written notice to the Licensee, assign all of its rights under this Agreement to (i) a parent, subsidiary or Affiliate of Nearmap, (ii) a purchaser of all or substantially all assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which Nearmap is participating. Any attempt to assign this Agreement in violation of this provision shall be void and of no effect. This Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.
- 17.10 **Entire Agreement** This Agreement:  
 (a) comprises the entire agreement and understanding between the parties on everything connected with the subject matter of this Agreement; and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 17.11 **Counterparts** This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts

have been duly executed by, or on behalf of, Nearmap and the Licensee.

- 17.12 **Language** The parties have expressly agreed that this Agreement, and all ancillary agreements, documents, or notices relating to the Agreement, be drafted solely in the English language. Les parties aux présentes ont expressément convenu que cet accord et toute autre convention, document ou avis y afférent soient rédigés en anglais seulement.
- 17.13 **Governing Law** This Agreement will be governed by and construed in accordance with the laws of the State where the Licensee is carrying on business (without giving effect to the conflicts of laws provisions thereof).

#### 18. DEFINITIONS

In this Agreement:

- Additional Terms and Conditions** means the additional terms and conditions (if any) set out in the Quote.
- Affiliate** means, with respect to Nearmap, any entity that controls or is controlled by Nearmap, or is under common control with Nearmap. For purposes of this definition, an entity shall be deemed to control another entity if it owns or controls, directly or indirectly, at least 50% of the voting equity of another entity (or other comparable interest for an entity other than a corporation).
- Allowance** means any usage allowance the Licensee is permitted to use and/or drawn down against for any Licensed Non-Government Products as specified in the Quote.
- API** means application programming interface.
- Authorized User** means the number of persons specified in the "Seats" section of the Quote, who have been granted access to the Product by the Licensee pursuant to the term and conditions of this Agreement, and who either has been assigned a unique Nearmap user login credential or whom the Licensee has assigned a user login credential that enables access to the Product.
- Business Days** means any day other than a Saturday, a Sunday or a recognized public holiday in Utah, USA.
- Claim** means any claim, cost (including legal costs on a solicitor and client basis), damages, debt, expense, tax, liability, loss, obligation, allegation, suit, action, demand, cause of action, proceeding, or judgment of any kind, however calculated or caused, and whether direct or indirect, consequential, incidental or economic.
- Commencement Date** means (a) for New Subscription Quotes, the date as specified in the "Contract Commencement" section or the "Subscription Start Date" section of the Quote, whichever is later, or (b) for Renewal Quotes or Amendment Quotes, the date as specified in the "Subscription Start Date" section of the Quote.
- Commercial Purpose** means to distribute, transfer, sell, sublicense, or pass possession of any Products (in whole or in part) for the purpose of direct commercial benefit or gain by the Licensee.
- Confidential Information** means the terms of this Agreement, the pricing, and any other information relating to the business, finances, strategy, methods, processes, products, metadata, services or other affairs of Nearmap or its representatives or related bodies corporate which is disclosed to, learnt by or accessed by the Licensee in connection with the Agreement, whether before or after the Licensee entered into the Agreement, whether orally, electronically, in writing or otherwise, but excludes information which:  
 (a) is or becomes part of the public domain otherwise than as a consequence of a breach of the Agreement;  
 (b) the Licensee has obtained from a source other than Nearmap which source is entitled to disclose it; or  
 (c) the Licensee has developed or acquired independently before the date of the Agreement, and can provide reasonable proof.
- Content** means any content made available by or on behalf of Nearmap to the Licensee in connection with the License, whether or not through the Website or an API.
- Coverage Area** means the area specified in the "Coverage" section of the Quote for which Nearmap has available Products, which may cover part or all of that area and which may cover part (but not all) of the area covered by the Survey.
- Derivative Work** means any new work created by or for the Licensee that incorporates, embeds, or includes all or part of a Nearmap Product or Content.
- Fair Use Policy** means the policy as attached to the Quote.
- Fault** means any fault, failure, error, or defect which prevents the Licensee from accessing the Products, other than where access is prevented due to a planned outage, because of an unforeseeable event beyond Nearmap's reasonable control or any conduct or activity undertaken by the Licensee, the Licensee's employees, agents, or mandataries.
- Fees** means the fees specified in the Quote, payable by the Licensee for the License, or as otherwise agreed in writing between Nearmap and the Licensee.
- Government Products** means any Products specified in the Quote that are described as "Nearmap Vertical for Government" and "Nearmap Oblique for Government" and includes any other Products offered by Nearmap for government customers only where use of its License is connected to the Fair Use policy.
- Intellectual Property Rights** includes all industrial and intellectual property rights throughout the world, including copyright, moral rights, trademarks, patents, rights to protect confidential information, and any other similar rights.
- Late Payment Fee** means a fee, as notified by Nearmap to the Licensee, corresponding to the costs incurred by Nearmap (including, without limitation, administrative and other costs) in recovering any payment not made by the Licensee on the due or scheduled date for payment. Late fees incur interest at the rate of 1.5% per month (being 18% per year).
- License** means the license granted in section 1.1.
- Licensee** means the person or entity specified in the "Customer Name" section of the Quote.
- Nearmap** means Nearmap US, Inc.
- Non-Government Products** means all Products specified in the Quote that do not fall under the definition of Government Products.
- Operational Hours** means 9am to 5pm PT.

**Periodic Allowance** or **Periodic Data Allowance** means the data allowance specified in the "Allowance" section of the Quote unless otherwise agreed in writing between Nearmap and the Licensee.

**Periodic Allowance Section** means section 1.6 (or its equivalent) in the most current version of the products agreement currently located at [here](#).

**Permitted Purpose** means the use of Products by the Licensee for internal purposes in the Licensee's ordinary business, and at all times excludes any:

- (a) Commercial Purpose;
- (b) Unlawful Purpose;
- (c) Integration, or attempt to integrate, the Product in an internal system of the Licensee or of a third party; and
- (d) Redistribution or copying of files, images, or photographs, or making such files, images, or photographs available in any medium or manner that is contained in the Products to any third party (except as expressly permitted under this Agreement).

**Products** means any Nearmap products specified in the Quote (and further described on the Website) and, if applicable, the Survey. For the avoidance of doubt, Products include Content.

**Product-Specific Terms** means additional terms and conditions that apply to certain Products, currently located [here](#).

**Quote** the document produced after the Licensee places an initial order for the Product(s), requests any changes to its License, or renews its License, which may be titled "New Subscription Quote", "Renewal Quote" or "Amendment Quote".

**Schedule** means a schedule to this Agreement, where such schedule has been incorporated by reference to form part of this Agreement.

**Subscription Period** means the period stated in the "Subscription Period" column of the Quote.

**Subscription Start Date** means the date specified in the "Subscription Start Date" section of the Quote.

**Survey** has the meaning (if any) given to that section 16.1.

**Survey Fee** means the fee for the Survey as agreed in writing between Nearmap and the Licensee.

**Survey Specification** means the survey specification referred to in the Quote.

**Term** means the term specified in the "Subscription Term" section of the Quote, commencing on the Commencement Date. Where a Subscription Period is stated on the Quote, "Term" means the Subscription Period.

**Third Party Providers** means third party providers of products and services to Nearmap.

**Unlawful Purpose** means any unlawful purpose, including but not limited to stalking, harassing or intimidating any person or engaging in misleading or deceptive conduct.

**Website** means all pages and sub-sites available within the nearmap.com domain.

**General**

1. It is important to Nearmap that all customers are able to access the Products and Services. Accordingly, we have devised a Fair Use Policy that applies to the data usage of the Products and Services.
2. In this Fair Use Policy:
  - a. **Excessive Use** has the meaning given to that term in section 7 of this Fair Use Policy;
  - b. **Fair Use Policy** means this policy;
  - c. **Nearmap, we, us** or **our** means Nearmap US, Inc.;
  - d. **Products** has the meaning given to that term in Your Nearmap Agreement;
  - e. **Services** has the meaning given to that term in Your Nearmap Agreement;
  - f. **You** or **Your** means any customer of Nearmap;
  - g. **Your Nearmap Agreement** means the agreement pursuant to which Nearmap provides You with various products and services; and
  - h. **Unreasonable Use** has the meaning given to that term in section 5 of this Fair Use Policy.
3. We reserve the right to vary the terms of this Fair Use Policy from time to time.
4. This Fair Use Policy is in addition to Your Nearmap Agreement and in the event of any inconsistency between the terms of this Fair Use Policy and the terms and conditions of Your Nearmap Agreement, Your Nearmap Agreement prevails.

**Unreasonable Use**

5. We consider Your use of the Products and Services unreasonable where You use it in a manner which is reasonably considered by Nearmap to be fraudulent use, to be contrary to Your Nearmap Agreement or to adversely affect other Nearmap customers' use of or access to the Products and Services.
6. Among other things, "fraudulent use" includes resupply of the Products and Services without Nearmap's consent so that someone else may access or use the Products and Services or take advantage of the Products and Services.

**Excessive Use**

7. Excessive Use is a continuing and unreasonably disproportionate use of the Products and Services when compared to other average individual named users.

**Nearmap's Rights**

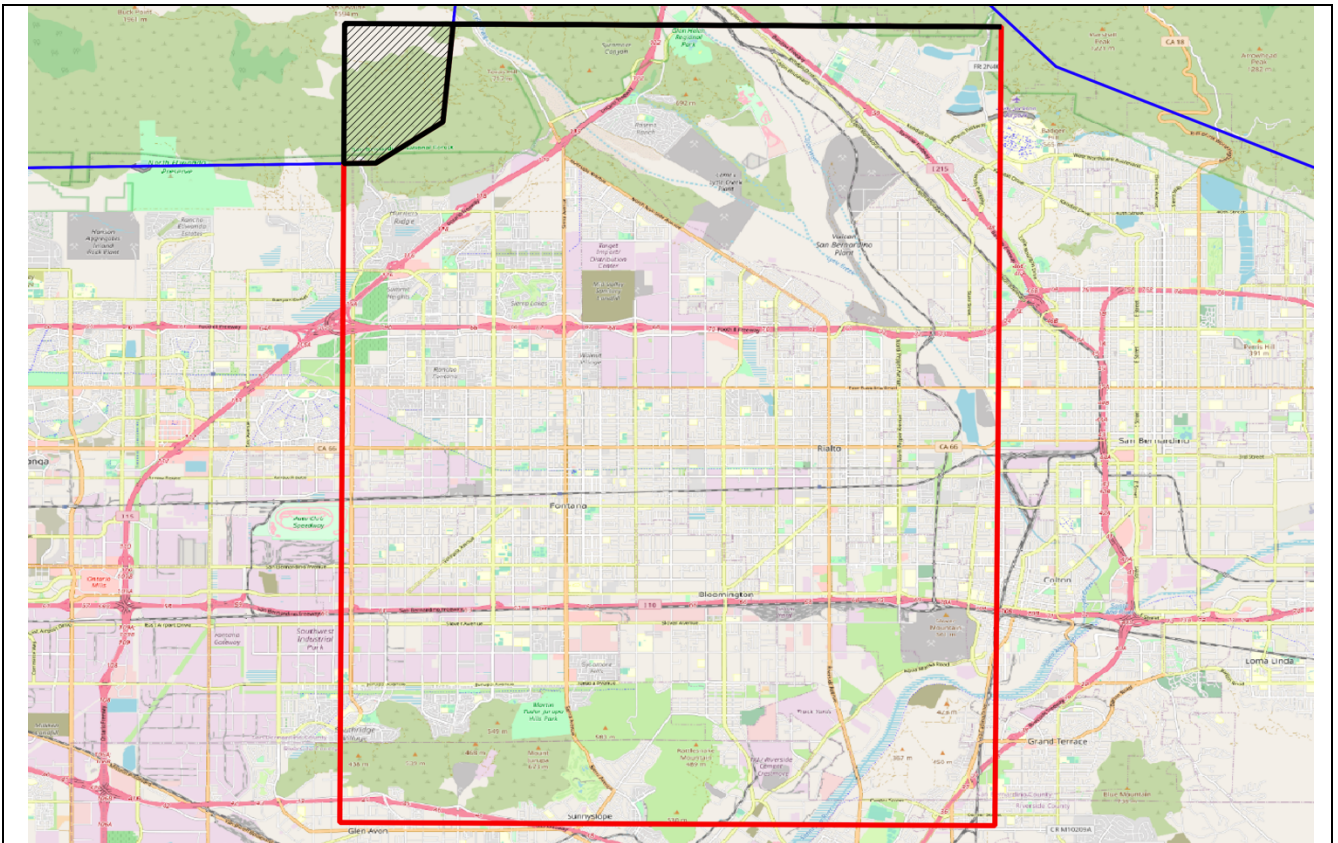
8. Where Your use of the Products and Services constitutes Unreasonable Use and/or Excessive Use, Nearmap may contact You to discuss changing Your usage pattern so that it conforms with this Fair Use Policy, or to upgrade to a more suitable Product or Service (if applicable).
9. If, after Nearmap has contacted You, Your Unreasonable Use and/or Excessive Use continues, Nearmap may, without further notice to You:
  - a. restrict Your access to low resolution imagery for the remainder of the month; and/or
  - b. restrict Your access to low resolution imagery for the remainder of the month until Your data allowance is reset at the beginning of the next month (if applicable); and/or
  - c. restrict Your access for the remainder of the month; and/or
  - d. restrict Your access to Nearmap until Your data allowance is reset at the beginning of the next month (if applicable); and/or
  - e. immediately cease Your access to Nearmap; and/or
  - f. exercise any other right available to Nearmap under the terms of Your Nearmap Agreement.

# 3D OFFLINE DELIVERY

# ORDER SUMMARY - SPECIFICATION.

NEARMAP LOCATION CONTENT FOR:  
West Valley Water District

# 3D OFFLINE DELIVERY - ORDER SUMMARY.



- Proposed Delivery Area
- Customer Requested AOI
- Nearmap Coverage

### Delivery Specification

**Customer:** West Valley Water District  
**Description:** West Valley Water District - Fall 2022  
**Capture Date(s):** Fall 2022  
**Customer AOI filename:** WWDV\_AOI.kml  
**Analysis Run by:** Nick Stasiak on August 9<sup>th</sup>, 2022  
**Total Area Requested:** 127/124 sq miles  
**Delivery Mechanism:** Online links provided by email  
**Delivery Contact:** Telat tyalcin@wwd.org  
**Format(s):**

Textured Mesh	DSM	TrueOrtho	Point Cloud	DTM
				[GEOTIFF]

**Tiling:** Multiple tiles, with each covering approx 2 sq km of the area of interest.  
**File Spec:** Delivered as multiple zip files of up to 8GB each. Once unzipped, each folder represents 1 tile; each tile folder contains multiple files.

### Product Specifications

**Ground Sampling Distance:** 15cm DSM, 5cm TrueOrtho  
**Horizontal Projection:** EPSG:2229  
**Vertical Projection:** EPSG:6360  
**Horizontal Accuracy:** 28cm RMSEr  
**Vertical Accuracy:** 40cm RMSEz

Nearmap Reference: NMD-2630

WE CHANGE THE WAY PEOPLE VIEW THE WORLD, SO THEY CAN PROFOUNDLY CHANGE THE WAY THEY WORK.

**NEARMAP.COM**

10897 S River Front Parkway, Suite 150,  
South Jordan, Utah 84095

T: +1-844-463-2762

E: queries@nearmap.com | Twitter: @nearmap

File Number 5558775



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** POTENTIAL ANNEXATION INTO SAN BERNARDINO VALLEY  
 MUNICIPAL WATER DISTRICT'S SERVICE AREA

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**BACKGROUND:**

The Inland Empire Utilities Agency's (IEUA) provides to their retail subagencies supplemental imported State Water Project (SWP) water purchased from the Metropolitan Water District of Southern California (MWD), a State Water Contractor. The San Bernardino Valley Municipal Water District (Valley District) is also a State Water Contractor that provides supplemental imported SWP water to their retail subagencies. West Valley Water District happens to be a retail subagency to both IEUA and Valley District.

Citrus Avenue in the City of Fontana runs north/south thru West Valley Water District's (WVWD) service area and is also the boundary between these two State Water Contractors. The portion of WVWD's service area west of Citrus Avenue represents about 6% of WVWD's entire service area and is the part in MWD/IEUA's service area (see "Exhibit A" attached). This State Water Contractor boundary causes undue institutional problems for WVWD. East of Citrus Avenue WVWD has plenty of imported water available to meet retail demands even with the current 5% Department of Water Resource allocation and plenty of groundwater to move across Citrus Avenue, but cannot do so without risking exporting a benefit out of Valley District's service area, given the groundwater replenishment investments made within Valley District's service area.

**DISCUSSION:**

Given the dynamics of limited water supply west of Citrus Avenue due to the institutional (not water supply) barrier that exists, WVWD's service west of Citrus Avenue has become a SWP water Dependent Area. Further exacerbating this condition, WVWD may be subject to penalty rate imported water costs from now thru December 31, 2023. Being subject to penalty water west of Citrus Avenue puts an undue burden on WVWD in light of the fact that east of Citrus Avenue, WVWD has plenty of non-penalty imported water and groundwater available.

To both relieve MWD/IEUA of a SWP Dependent Area and to resolve WVWD's undue institutional water supply problem, WVWD has reached out to both IEUA and Valley District to investigate annexing that small portion of WVWD's service area west of Citrus Avenue into Valley District's service area and de-annexing that area from MWD/IEUA's service area. MWD/IEUA

and Valley District appear to be initially open to this concept. This boundary realignment, should it go through, would be a tremendous benefit to the rate payers of WVWD by providing a reliable and drought resistant water supply at a reasonable rate and in a sustainable manner. Staff will provide subsequent updates on this topic as discussions progress.

**FISCAL IMPACT:**

No fiscal impact.

**STAFF RECOMMENDATION:**

For information only.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

LJ:ls

**ATTACHMENT(S):**

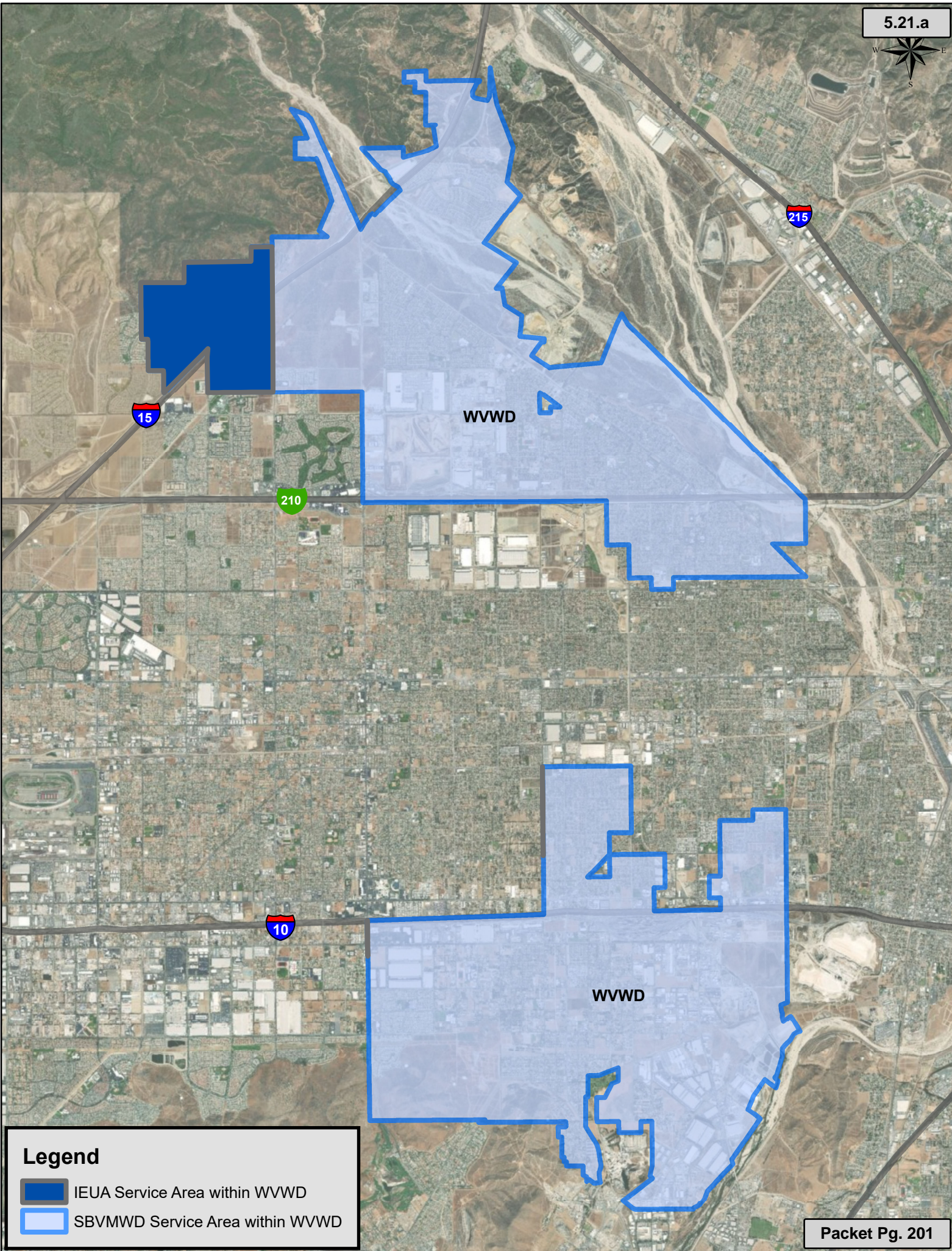
1. Exhibit A - IEUA Service Area within WVWD

**MEETING HISTORY:**



08/16/22      Engineering, Operations and Planning Committee      REFERRED TO BOARD

# EXHIBIT A





**Legend**

-  IEUA Service Area within WWWD
-  SBVMWD Service Area within WWWD

RECEIVED

**VARNER & BRANDT, LLP**

5.22.a

Lawyers  
A Registered Limited Liability Partnership

ONTARIO OFFICE

3237 E. GUASTI ROAD  
SUITE 220  
ONTARIO, CALIFORNIA 91761-1243

*Tel:* (909) 931-0879  
*Fax:* (909) 931-9219

PLEASE REPLY TO  
RIVERSIDE OFFICE

*Tax ID #* 33-0736926

POST OFFICE BOX 12014  
RIVERSIDE, CALIFORNIA 92502-2214  
3750 UNIVERSITY AVENUE, SUITE 610  
RIVERSIDE, CALIFORNIA 92501-3323

*Tel:* (951) 274-7777  
*Fax:* (951) 274-7770  
*Email:* vb@varnerbrandt.com

AUG 08 2022

BY: *[Signature]*

***For Professional Services Rendered Through 07/31/2022***

ATTN CRYSTAL ESCELERA  
WEST VALLEY WATER DISTRICT  
855 W BASE LINE ROAD  
RIALTO CA 92376

Page: 1  
July 31, 2022  
Account No: 23767M

Previous Balance	Fees	Costs	Payments	Balance
23767-0000 General Labor & Employment				
W767.0000				
147.20	0.00	0.00	0.00	<u>\$147.20</u>

PLEASE INCLUDE YOUR ACCOUNT NO. ON YOUR PAYMENT  
PAYMENTS INCLUDED THROUGH 08/08/2022

Packet Pg. 202

RECEIVED

AUG 08 2022

BY: [Signature]

**VARNER & BRANDT** LLP

Lawyers  
A Registered Limited Liability Partnership

POST OFFICE BOX 12014  
RIVERSIDE, CALIFORNIA 92502-2214  
3750 UNIVERSITY AVENUE, SUITE 610  
RIVERSIDE, CALIFORNIA 92501-3323

Tel: (951) 274-7777  
Fax: (951) 274-7770  
Email: vb@varnerbrandt.com

ONTARIO OFFICE  
3237 E. GUASTI ROAD  
SUITE 220  
ONTARIO, CALIFORNIA 91761-1243

Tel: (909) 931-0879  
Fax: (909) 931-9219

PLEASE REPLY TO  
RIVERSIDE OFFICE  
Tax ID #33-0736926

*For Professional Services Rendered Through 07/31/2022*

ATTN CRYSTAL ESCELERA  
WEST VALLEY WATER DISTRICT  
855 W BASE LINE ROAD  
RIALTO CA 92376

Page: 1  
July 31, 2022  
Account No: 23767-0000M

General Labor & Employment  
W767.0000

PREVIOUS BALANCE \$147.20

PLEASE PAY THIS AMOUNT \$147.20

PLEASE INCLUDE YOUR ACCOUNT NO. ON YOUR PAYMENT  
PAYMENTS INCLUDED THROUGH 08/08/2022

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

**RECEIVED**

AUG 18 2022

BY: YA

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

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

August 15, 2022

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



**Re: Professional Services Rendered through June 2022 for  
West Valley Water District – Legal matters.**

Dear General Manager:

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

General / Personnel	Inv. No. 18931	2,207.50
IE WORKS	Inv. No. 18933	1,637.06
Zavala	Inv. No. 18934	10,635.00
Expenses	Inv. No. 18930	31.79

**TOTAL: \$ 14,511.35**

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

Very truly yours,  
LEAL • TREJO APC

  
H. Francisco Leal

HFL/meg  
Enclosures



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** STAFFING PLAN AMENDMENT: PUBLIC AFFAIRS INTERN

---

**BACKGROUND:**

The Public Affairs Department engages and informs the public and stakeholders through multi-media communications, promoting WVWD services and key messages. With drought conditions worsening the department has increased messaging on rebates, programs and social media to ensure ratepayers are informed of current conditions and programs offered. Additionally, in-person events have resumed, and the department is actively participating in community events and scheduling landscape workshops and facility tours.

Currently the Public Affairs Department has been budgeted for 4 full-time staff and from time to time the department actively seeks support from other departments to complete project or ensure proper coverage.

**DISCUSSION:**

To continue to provide the best community engagement with our ratepayers the Department seeks to add a public affairs intern to the FYE 2023 Staffing Plan to provide additional support and assistance to the Public Affairs Department.

Internships provide a meaningful training and work experience for local college students in the water industry and in the public sector that will supplement their academic curriculum and enhance their future career developments by making an impact on the organization and local community.

The public affairs intern will support the Public Affairs Department for special events and other duties as assigned by the Government and Legislative Affairs Manager.

**FISCAL IMPACT:**

The addition of the Public Affairs Position for 1,000 hours is an addition of \$21,858 annually to the budget.

**STAFF RECOMMENDATION:**

Approve the amended staffing plan attached as Exhibit A, which adds a public affairs intern to the FYE 2023 Staffing Plan.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ/sp

**ATTACHMENT(S):**

1. EXHIBIT A
2. Staffing Plan FY22-23 revised 09012022

# EXHIBIT A



## West Valley Water District

**Staffing Plan**

FYE 2023



<b>Classifications</b>	<b>Staffing as of 7/15/2022</b>	<b>Proposed Positions 9/1/2022</b>
Accountant	2	2
Accounting Specialist II	2	2
Accounting Specialist II - Billing	1	1
Accounting Specialist III - Billing	1	1
Accounting Specialist Lead - Billing	1	1
Assistant Engineer	1	1
Assistant General Manager	1	1
Assistant Water Systems Operator	4	4
Associate Engineer W/P.E.	1	1
Board Secretary	1	1
Business Systems Manager	1	1
Chief Financial Officer	1	1
Chief Water Systems Operator	4	4
Community Affairs Rep	1	1
Customer Service Lead	1	1
Customer Service Rep I	5	5
Customer Service Rep II	1	1
Customer Service Rep III	1	1
Customer Service Supervisor	1	1
Development Coordinator I	1	1
Development Coordinator II	1	1
Director of Engineering	1	1
Director of Finance	1	1
Director of General Services	1	1

<b>Classifications</b>	<b>Staffing as of 7/15/2022</b>	<b>Proposed Positions 9/1/2022</b>
Director of Operations	1	1
Electrical & Instrument Specialist	2	2
Electrical & Instrument Technician	1	1
Engineering Specialist II	1	1
Engineering Technician II	1	1
Engineering Technician III	1	1
Executive Assistant	1	1
Facilities Maintenance Technician	1	1
Field Operations Specialist II	1	1
General Manager	1	1
GIS Manager	1	1
Governmental & Legislative Affairs Manager	1	1
HR Specialist	1	1
Human Resources & Risk Management Manager	1	1
Human Resources Analyst	1	1
Info Tech Administrator	1	1
Info Tech Support Specialist	1	1
Lead Water Systems Operator	9	9
Legislative Analyst	1	1
Public Affairs Analyst	1	1
Purchasing Analyst	1	1
Purchasing Supervisor	1	1
Purchasing/Inventory Specialist I	2	2
Senior Engineer	2	2





# West Valley Water District Staffing Plan FYE 2023



<b>Classifications</b>	<b>Staffing as of 7/15/2022</b>	<b>Proposed Positions 9/1/2022</b>
Supervising Water Systems Operator	1	1
Water Quality Specialist	1	1
Water Systems Operator I	7	7
Water Systems Operator II	6	6
Water Systems Operator III	2	2
<b>Total Authorized/Proposed Positions</b>	<b>88</b>	<b>88</b>
Part-Time GIS Intern	1	1
Part-Time Public Affairs Intern	0	1



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** SALE OF 24-INCH PIPELINE TO THE SAN GABRIEL VALLEY WATER COMPANY

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**DISCUSSION:**

In 2009, West Valley Water District (District) constructed a 24-inch pipeline and appurtenances for use by the San Gabriel Valley Water Company (SGVWC). This pipeline was constructed in conjunction with a 36-inch pipeline for the District along with replacement facilities to deliver State Water Project water off of the Devil Canyon – Azusa Pipeline. The two entities have agreed on a reimbursement price of \$735,493.68 which includes costs incurred by the District for the pipeline construction, design and engineering services, land acquisition for conservation credits, CEQA/Environmental compliance, soils compaction testing, permit fees, clearing and grubbing. A Bill of Sale/Conveyance and Assignment has been prepared to formally document the transfer of the asset to SGVWC upon reimbursement and is under review by legal counsel.

**FISCAL IMPACT:**

The sale of the 24-inch pipeline to the SGVWC will include a one-time payment to the District to compensate for the capital cost to construct the pipeline in the amount of \$735,493.68.

**STAFF RECOMMENDATION:**

Approve the sale of the 24-inch pipeline to the San Gabriel Valley Water Company in the amount of \$735,493.68 and authorize the General Manager to execute the necessary documents pending approval from legal counsel.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

LJ

**RESOLUTION NO. 2022-23**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE WEST VALLEY WATER DISTRICT**  
**PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION**  
**OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON**  
**MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS**  
**OF THE LEGISLATIVE BODIES OF WEST VALLEY WATER DISTRICT FOR THE**  
**PERIOD SEPTEMBER 14, 2022, THROUGH OCTOBER 14, 2022,**  
**PURSUANT TO BROWN ACT PROVISIONS**

**WHEREAS**, West Valley Water District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

**WHEREAS**, all meetings of the West Valley Water District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Gov't Code § 54950 et seq.), so that any member of the public may attend, participate, and watch the district's legislative bodies conduct their business; and

**WHEREAS**, the Brown Act, Government Code section 54950(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

**WHEREAS**, a required condition is that a state of emergency is declared by the Governor pursuant to Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and

**WHEREAS**, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the district's boundaries, caused by natural, technological, or human-caused disasters; and

**WHEREAS**, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the state of emergency continues to impact some members' ability to meet safely in person; and

**WHEREAS**, such conditions now exist in the district, specifically, a state of emergency has been proclaimed due to an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

**WHEREAS**, the Board of Directors has determined that the state of emergency continues to directly impact the ability of some of the members to meet safely in person; and

**WHEREAS**, the Board of Directors does hereby find that the current state of emergency with respect to COVID-19, local official recommendations to promote social distancing, and conditions causing some risk to the health and safety of attendees, and will continue to cause, conditions of peril to the safety of some of persons with the district that are likely to be beyond the control of services, personnel, equipment, and facilities of the district, and desires to proclaim a

local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

**WHEREAS**, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of West Valley Water District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953;

**NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT** as follows:

**Section 1. Recitals** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. Proclamation of Local Emergency.** The Board hereby proclaims that a local emergency now exists throughout the district and declares that meeting in person could impact some members' ability to meet in person and would present imminent risk to the health and safety of some of the attendees.

**Section 3. Ratification of Governor's Proclamation of a State of Emergency.** The Board hereby ratifies the Governor of the State of California's Proclamation of a State of Emergency, effective as of its issuance date of March 4, 2020.

**Section 4. Remote Teleconference Meetings.** The General Manager and legislative bodies of the West Valley Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

**Section 5. Effective Date of Resolution.** This Resolution shall take effect on September 14, 2022, and shall be effective until the earlier of (a) October 14, 2022, or (b) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the West Valley Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

**ADOPTED, this 1<sup>st</sup> day of September, 2022.**

\_\_\_\_\_  
Channing Hawkins  
President of the Board of Directors  
West Valley Water District

\_\_\_\_\_  
Nancy Albitre  
Acting Board Secretary



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** FINANCIAL IMPACT OF EMERGENCY RESOLUTION TO WAIVE  
 LATE FEES & SUSPEND TURN-OFFS FOR NON-PAYMENT

---

**BACKGROUND:**

At West Valley Water District (District) the health and safety of our customers and employees is a top priority. On March 14, 2020, the Board of Directors declared a local state of emergency due to the health risks of COVID-19 pandemic at its Special Board meeting. An emergency resolution was passed on April 16, 2020, to waive late fees. It also suspended turn-offs for non-payment.

**DISCUSSION:**

In light of dropping COVID cases, increased vaccination rates, and even the County of San Bernardino terminating its COVID-related local state of emergency, the District may also want to consider resuming late fees and turn-offs for non-payment as it has a financial impact. The following agencies have resumed meter turn-offs for non-payment or failure to try to get on a payment plan, City of San Bernardino Water Department, Cucamonga Valley Water District, Monte Vista Water District, and East Valley Water District.

Customer account receivables for active accounts have increased significantly since the beginning COVID-19 pandemic. As of June 30, 2022, delinquent account receivables total \$1.3 million with over \$700,000 being delinquent for 4+ months. Before the COVID-19 pandemic, the District's delinquent receivables for the end of June 2019 were only \$50,000. The significant increase in delinquencies is likely due in part to the inability to turn off services for non-payment. In addition, the District is not collecting revenue in delinquent charges, and turn-on/off fees that add up to more than \$500,000 annually.

This topic was considered by the Finance Committee at its August 24, 2022 meeting, at which time the Committee recommended this item come before the Board of Directors for discussion and possible action.

**FISCAL IMPACT:**

Current year Fiscal Year 2022-23 Budget anticipated that delinquent turn-offs and fees would resume beginning of the 2nd quarter.

**STAFF RECOMMENDATION:**

Consider resuming the practice of meter turn-offs and late payment for non-payment or late payment in accordance with District's policies as they existed prior to March 14, 2020, when the District declared a COVID-19 emergency.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

Vj:jv

**MEETING HISTORY:**

08/24/22      Finance Committee      REFERRED TO BOARD



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 1, 2022  
**TO:** Board of Directors  
**FROM:** Van Jew, Acting General Manager  
**SUBJECT:** SERVER AND SOFTWARE UPGRADE FOR SUPERVISORY CONTROL AND DATA ACQUISITION (SCADA) SYSTEM

---

**BACKGROUND:**

West Valley Water District (District's) SCADA system is the control center and user interface for the automation at each District facility. The SCADA system monitors reservoir levels and automatically starts and stops groundwater wells and booster pump stations. Upgrading the server hardware and updating the software is necessary to ensure that the system remains reliable and secure. The last update was completed in 2017.

**DISCUSSION:**

The contractor and system integrator chosen when the District's SCADA system was constructed was Tesco Controls, and a proprietary Tesco owned system was chosen. Upgrades and updates such as the work outlined in the attached proposal from Tesco can only be performed by Tesco.

Cybersecurity is an emerging issue for utility companies that use SCADA systems such as water and electrical utilities as they can be targets for terrorism. The upgrades and updates discussed in the Tesco proposal will enhance the security of the District's SCADA system. The Board of Directors approved the SCADA upgrade on July 14, 2022 in the amount of \$166,095.00. The prices for SCADA hardware have gone up. Attached as **Exhibit A** is the revised quote.

Below is a summary of the project and associated costs.

Proposed Services	Total
SCADA System Hardware and Professional Services	\$182,740.00

**FISCAL IMPACT:**

This item is included in the Fiscal Year 2022/2023 Capital Budget with a budget of \$185,000.00.

**STAFF RECOMMENDATION:**



Staff recommends that the Board of Directors to approve retaining Tesco Controls, Inc. in the amount of \$182,740.00 to perform the SCADA upgrade and update the server and software for the SCADA system.

Respectfully Submitted,

*Van Jew*

---

Van Jew, Acting General Manager

VJ;jc

**ATTACHMENT(S):**

1. Exhibit A - Tesco Proposal
2. Exhibit B - Sole Source Justification

# EXHIBIT A

**Corporate Office**

8440 Florin Road, Sacramento, CA 95828  
P.O. Box 299007, Sacramento, CA 95829  
PH: 916.395.8800 FX: 916.429.2817

**To:** West Valley Water District

**Quote Date:** July 28, 2022

**Attn:** John Martin

**Quote No.:** 22G216Q01

**Re:** West Valley Water District Supervisory Control and Data Acquisition  
(SCADA) Upgrade, Budgetary Estimate

Thank you for your continued interest in TESCO products, services, and solutions. We are pleased to quote the following scope of work pertaining to the above-referenced project.

The following proposal shall include required hardware, software, and engineering services to upgrade the existing SCADA system with the latest sever hardware including latest Microsoft Windows operating systems and SCADA software package. This will include and not limited to, upgrade of the District's current Wonderware Intouch, Historian, and alarm software licenses. Upgraded Wonderware Software licenses shall be furnished by West Valley Water District for installation and configuration by TESCO. It is the intent of this proposal to upgrade, furnish, and configure the host SCADA servers in a VMWare ESXi Virtualized configured system.

Any and all software and licensing including Wonderware software, communication servers/drivers, computer software, and Microsoft software shall be relinquished and registered to the District. It is understood the District has maintained the Wonderware Customer First software support contract and will incur no costs for the Wonderware license version upgrade. Wonderware software package and Customer First software support subscription is not included within this proposal.

TESCO understands the upgrade will be a hardware and software refresh of the existing configuration and the existing SCADA screens shall be reused for graphical interface of all current sites. The system hardware shall include new/updated virtual host servers, Network attached storage (NAS) device, UPS, pre-configured network router, switches, and firewall. The new/updated hardware package shall also include four (4) view node operator workstations (thin clients), each with 24" monitor, keyboard and mouse. The scope shall also include new black & white printer, color laser printer, and alarm printer.

TESCO shall provide material and equipment submittals with technical data for review and approval prior to procurement of the proposed system equipment. The submittal package will include a project schedule with milestones for review and acceptance by the District. The District will be furnished a system installation and cut over plan in order to minimize downtime and interruption of communication to the District's water distribution system during implementation.

TESCO shall also provide O&M and software manuals for new computer and software systems, perform field integration of the new system including startup, testing, and commissioning for a turn-key upgrade of the existing SCADA system. This shall include demonstration testing and system training prior to the District's final acceptance.

## SCADA System Software, Hardware, and Services

Item	Description
1	<p><b>SCADA System Hardware Components to Include:</b></p> <ul style="list-style-type: none"> <li>▪ Qty. of (2) Dell PowerEdge Tower series servers, Intel Xeon processor, dual 2TB HDD, 32GB RAM, DVD ROM, redundant P/S, Windows Server standard OS, Virtualization software VMWare ESXI, Productivity Software Microsoft Office Pro.</li> <li>▪ Qty. of (4) Thin clients each with 24" Ultra sharp monitor, keyboard and mouse</li> <li>▪ Network attached storage (NAS) device, rackmount with Qty. of (2) 4TB Hard drives</li> <li>▪ WIN-911 upgrade with modems</li> <li>▪ Qty. of (3) Printers (Black &amp; White, Color Printer, &amp; Alarm Printer)</li> <li>▪ Qty. of (1) 3KVA UPS</li> <li>▪ Qty. of (1) Router, Ethernet Switch, and Firewall</li> <li>▪ Qty. of (1) GPS Network Time Server (Time Machine)</li> <li>▪ Qty. of (1) TESCO NET OPC driver</li> </ul>
2	<p><b>TESCO Professional Services to Include:</b></p> <ul style="list-style-type: none"> <li>▪ <b>Project Engineering:</b> (project management, system diagram / communication overview diagram, submittals, develop project schedule, system cut over plan, factory and field test schedules, and training schedule, and O&amp;M's)</li> <li>▪ <b>SCADA Configuration:</b> <ul style="list-style-type: none"> <li>▪ Setup and installation of upgraded and new software packages including Microsoft, District furnished Wonderware licenses, TESCO OPC, and client access licenses</li> <li>▪ Import existing SCADA database, graphics, trends, setpoints, alarms, etc.</li> <li>▪ Perform factory test</li> <li>▪ Perform on site implementation, installation, and setup</li> <li>▪ Perform startup, operational test, and SCADA training,</li> </ul> </li> <li>▪ <b>Network &amp; Telemetry:</b> setup and configuration of SCADA network devices, including firewall, router, and switches</li> </ul>
<p><b>TOTAL FOR ITEMS 1 &amp; 2:</b> <b>\$182,740.00</b></p>	

- As part of TESCO's established standards, we will partner with West Valley Water District to include the following base procedures to address some of the most critical aspects of the cybersecurity of your system (please note, we do recommend a full cybersecurity assessment of your process control system in addition to our base procedures that have been included in this quote):
  1. Document the installed equipment for tracking purposes and define who within the District will be responsible for the new equipment
  2. Apply strict controls to all removable media such as USB ports and CD/DVD drives
  3. Disable auto-run at the BIOS & operating system levels (to the extent that the manufacture allows)
  4. Update all computer firmware to the latest appropriate versions
  5. Secure the configurations, enable security logging, and track all remote access to the system
  6. Install the latest approved patches for the operating system and all installed software packages
  7. Disable unnecessary operating system services to minimize known vulnerabilities
  8. Limit the use of administrator rights to the extent necessary on all operating systems

9. Configure operating system security through the use of a Domain Controller installed within a virtual machine for the SCADA application and supporting software modules (to the extent that the manufacture allows)
10. Change all default passwords on all hardware and software to strong managed passwords (to the extent that the manufacture allows)
11. Configure auto-logout within all SCADA application software (system becomes view only)
12. Configure auto-lockout (after three failed login attempts) on all operating systems and networking equipment (provided by TESCO) to the extent that the manufacture allows
13. Clock synchronization on all devices (provided by TESCO) by utilization of a network time server so that all timestamps within the various event and security logs are synchronized (to the extent that the manufacture allows)
14. Enable security logging on all equipment that we provide and restrict access to configuration settings and security settings (to the extent that the manufacture allows)
15. Follow strict internal change management policies and procedures to ensure that any changes to hardware or software are documented to ensure that the control system is protected against improper modifications prior to and during commissioning
16. Perform verification of industrial grade remote access device to ensure that all physical access to the device is tightly controlled (to the extent that the manufacture allows)
  - a. Implement a default deny all rule
  - b. Implement egress filters where there is no need for outbound traffic (block internet access for staff)
  - c. Enable and monitor firewall logs to look for anomalous traffic
17. Utilize the existing VPN appliance for remote access to the control system
  - a. Change the TCP port numbers for well-known remote access protocols from their defaults
  - b. Configure VPN such that split tunneling is not allowed
  - c. Monitor and log all remote access sessions
  - d. Require the use of strong passwords
18. Implement secure backup procedures to ensure that the District can recover their systems completely should there ever be a security breach
19. Create comprehensive software and configuration backups and securely store them at TESCO
20. Provide a confidentiality agreement and a Service Level Agreement with TESCO that provides 24/7/365 availability of TESCO resources in the event of an emergency

## Terms and Conditions

- Quote is firm for 90 days unless otherwise stated.
- Submittals: Submittal will be provided approximately **8-10** weeks after receipt of purchase order, written notice of intent, or notice to proceed.
- Delivery: to be scheduled approximately **20-24** weeks minimum after submittal approval.
- TESCO's price does include applicable sales tax, use tax, and applicable fees.
- TESCO price is FOB factory, full freight allowed.
- TESCO warranties against defect in design workmanship and materials for a period of one year from date of installation, and does not exceed 18 months from the date of shipment from the factory.
- TESCO carries liability insurance, with full workman's compensation coverage.
- Terms are net 60 days on approved credit accounts.
- Interest will be applied to all past due invoices.
- All merchandise sold is subject to lien laws.
- Final retention to be paid within 30 days after the project notice of completion.

Please feel free to contact us at (916) 395-8800 to discuss any questions or comments you may have regarding this quotation.

Sincerely,



**Richard Martinez**

Technical Sales

TESCO Controls, Inc.

(916) 395-8800

(916) 730-9936 – Mobile

rmartinez@tescocontrols.com

# EXHIBIT B

# TESCO SCADA SERVER UPGRADE AND SOFTWARE UPDATE

## Sole Source Justification

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

The District's SCADA system requires periodic equipment upgrades and updates to remain reliable and secure from any type of cybersecurity threat. The system is now due for these upgrades and updates.

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

While the District's SCADA system has a redundant server, which is also being upgraded and updated during this project, the District does not have an alternative way of operating the equipment that produces and pumps water throughout the District without a SCADA system.

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

The SCADA system in use by the District is Proprietary to Tesco, so the work associated with this project can only be performed by Tesco.

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

The Proposal provided by Tesco was evaluated to ensure it included only what was necessary to complete the project and ensure that cybersecurity concerns are addressed.

**5. Why is price fair and reasonable?**

The Proprietary nature of the SCADA system currently in use by the District restricts the District from using System Integrators other than Tesco, however the District receives 24/7 remote dial-in support and constant cybersecurity support from Tesco.

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

The alternative to our existing proprietary SCADA system is a capital project to replace the entire SCADA system which includes servers, programming, radio telemetry (communication system), and the radio telemetry/PLC equipment at each facility with a non-proprietary SCADA system. This capital project is currently under consideration and the first step is part of the planning for the O.P. Roemer Expansion Project, however an update/upgrade for the servers is needed now to ensure reliability and security for the system currently in use.

**Recommendation:**

Supervisor/Department Head Signature: Je

Date: 7/6/22

Supervisor/Department Head Print Name: Joe Schack

General Manager Signature: [Signature]

Date: 7/6/22

General Manager Print Name: Van Jew





## WEST VALLEY WATER DISTRICT

# BOARD OF DIRECTOR'S HANDBOOK



Channing Hawkins, President  
Gregory Young, Vice President  
Angela Garcia, Director  
Dan Jenkins, Director  
Kelvin Moore, Director



Board of Director’s Handbook

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**Exhibit A – Resolution No. 2018-35 – Rules of Decorum, Censure and presidential Terms Policy,  
Adopted on December 20, 2018.**

**Exhibit B – New Board Member Checklist.**



## Board of Director’s Handbook

In support of West Valley Water District’s mission, the Governing Board is committed to developing, adopting, and maintaining a Board of Director’s Handbook. The intent is to educate and continually guide the Board to a high level of strategic success and achievement in accord with best practices. Contained in the Handbook is pertinent District information, controlling legislation, rules and regulations having authority as it relates to the Board, as well as District policies enacted by the Board. The Handbook will serve as a resource for directors, staff and members of the public in determining the manner in which Director’s conduct matters related to District business. Updates to this Handbook are anticipated and will occur as additional needs, issues and circumstances may dictate.

### PREAMBLE

The customers served by the District are entitled to elected Board members who are transparent, fair, ethical, and accountable. Such Board members constantly should seek to reflect the following qualities:

Board members should comply with both the letter and the spirit of the laws and policies affecting operations of the District;

- They are independent, impartial, and fair in their judgment and actions;
- They use their public office for the public good, not for personal gain; and
- They conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect, civility and transparency.

To this end, West Valley Water District Board of Directors has adopted this Director’s Handbook, along with the Code of Conduct, to encourage public confidence in the integrity of the District and its fair and effective operation. The Board’s commitment to these principles is captured in the following Core Values:

1. **Leadership** in regional government, in the water industry, and in the local community.
2. **Partnership** with other agencies, stakeholders, and customers to enhance service.
3. **Stewardship** of ratepayer dollars and the region’s precious water resources.



## Board of Director's Handbook

# CHAPTER 1 ROLE AND AUTHORITY

### Role of the Board

The primary role of the Board is to establish policies that guide the District to meet its mission. The policy decisions and actions of the Board constitute the "action" of the Board of Directors.

The Board has three (3) major responsibilities:

1. Promote the best interests of the District's customers by establishing policies that support the vision and mission of the District and by ensuring the implementation of those policies. Policies include the governing principles, plans, and course of action for the organization. Policymaking is the process of visionary planning and should reflect the broadest possible principles and provide parameters within which staff can operate. Policymaking sets the overall direction for the District.
2. The Board shall establish policies that ensure fiscal stability and the effective use of funds. In order to achieve this, each fiscal year the Board adopts a budget covering the anticipated revenues and expenditures of the District and reviews monthly and quarterly budget reports throughout the year. Additionally, from time to time, the Board reviews and/or adopts amendments to the District's cash reserve, investment, and other policies as necessary.
3. Hire a General Manager to manage the day-to-day operations of the District. The Board holds the General Manager accountable for the effective operational management of the District. An additional responsibility of the Board is to properly evaluate the General Manager on an annual basis.

In order to fulfill these responsibilities, the Board shall adhere to the following basic policy guidelines:

1. That the Board of Directors provides policy direction and leadership for the District.
2. That Board members recognize and respect the distinction between the policy setting role and the day-to-day implementation of policy by staff.
3. That it is the responsibility of the Board members (from a policy perspective) to ensure that the District is a progressive, innovative, and well-managed agency.

## Board of Director's Handbook

4. That the Board members exercise authority only collectively as a Board, and individual Board members shall not act on their own volition. For the purpose of this guideline, a "Board" is made up of five (5) members that make decisions (issues are decided by a majority of these five Board members).
5. That the Board seeks to provide leadership in local, regional, state, and national issues that have relevance on the operations of the District and the communities of interest that it serves.
6. That the Board respects the role of constituents in the governance of the District and encourages their participation.
7. That key stakeholders should be consulted when and where appropriate.
8. That the Board will make every effort to attend assigned Board of Directors and Committee meetings; to prepare adequately for each such meeting; and, to observe the rules of decorum as set forth herein.
9. Whenever an individual Board member will be absent or late for a Board of Directors meeting or Committee meeting, the Board member shall notify the District Board Secretary or General Manager at the earliest opportunity.
10. A vacancy shall occur if a Board member is absent from three consecutive months, except when prevented by sickness, or when absent from the state with the permission required by law. (Government Code 1770(g)).
11. That Board members represent the District in business related matters at meetings and events other than regular meetings of the Board.
12. That the Board maintains a high level of communication with the General Manager. When a Board member is going to be out of town or unavailable, the General Manager or the District Board Secretary is notified in a timely manner.
13. That Board members are provided the same information, where practical, including staff reports, committee agendas, customer inquiries, background information, etc.
14. That the Board is responsible for informing the General Manager of any specific information they want to receive from outside agencies or organizations.
15. That the Board is aware that all written and electronic documentation and communication is legally considered in the public domain. This excludes information protected by attorney-client privilege.

### Authority

The West Valley Water District is a California Special District, an independent government agency which provides water delivery service to the customers within its boundaries. The District operates under authority of Division 12 of the California Water Code for County Water District. The District is governed by an elected Board of Directors who have authority to manage and conduct the business and affairs of the District including compensation of District employees. The Board of Directors have no authority to fix terms and conditions for specific employees other



### **Board of Director's Handbook**

than general authority to adopt budgets, resolutions, and generally terms of employment as explained above. The Board is authorized to delegate those powers. The Board has retained authority to employ and set terms and conditions for employment of the General Manager of the District, but the General Manager has management authority over subordinate employees.

In order for a Board of Directors to function in an effective manner, it is important that each member understand his/her respective role and the relationship they have to other members of the Board and to the General Manager. This also requires an understanding of the level of performance required to carry out the duties of a Board Member. The officers of the Board of Directors include the President and Vice-President. The Secretary to the Board of Directors is defined within the State Water Code as the General Manager of the District. Some of the Directors of the District are selected every two years because they are staggered, corresponding with the general election for the Board.



# CHAPTER 2

## BOARD VALUES AND PRINCIPLES

Adherence to established organizational values and principles are intended to promote a collaborative work environment that encourages sharing, creativity, openness to new ideas, and an emphasis on customer satisfaction towards the District's ratepayers.

### Putting Board Values into Play

#### Service Delivery

- Strive to exceed customers' expectations and proactively explore opportunities to provide better service.
- Emphasize thoroughness and completeness.
- Treat every person with kindness and dignity.
- Be courteous, responsive, and professional.
- Actively listen to understand others.

#### Leadership

- Take ownership of, and responsibility for, actions, risks, and results.
- Use outcomes, whether positive or negative, as learning opportunities.
- Make sound decisions from experience, good judgment, and collaboration
- Give and seek clear expectations.
- Look for solutions that contribute to desired results.
- Act in all endeavors with an ethical, honest, and professional manner.
- Honor commitments in order to build trust.
- Be truthful in word and deed.

#### Openness

- Approach every situation with good intentions.
- Encourage new and diverse ideas.
- Listen, cooperate, and share across the organization.
- Value and recognize individual contributions.

## Board of Director's Handbook

### Balance

- Recognize the need for personal and professional balance.
- Do not forsake long-term goals in order to satisfy short-term needs. The Board should recognize that all decisions produce both positive and negative long and short-term consequences, and as such should seek to balance all decisions to produce the best possible result for ratepayers.
- Support an environment that is optimistic and enjoyable in which relationships can prosper across the organization.

### Guiding Principles

1. Insuring a safe and efficient water delivery system.
2. Designing and administering the highest quality, secure and innovative programs.
3. Delivering services in an equal, accurate, courteous, professional, and prompt manner.
4. Providing meaningful information and education to all customers in a timely manner.
5. Attracting, developing, and retaining a competent, creative, and highly motivated workforce.
6. Maintaining public trust by being an ethical, sensitive, effective, and cost-efficient organization in service to customers and employees alike.
7. Behaving in a manner that demonstrates members of the Board are respected leaders in the community.



## Board of Director's Handbook

# CHAPTER 3

## BOARD MEMBER INTERACTION

When the members of the West Valley Water District Board are elected to office, there is an expectation that they will bring a body of personal experience, knowledge, and judgment to the development of good public policies. However, there is also an expectation that each individual will strive to work with fellow Board members and District staff as part of a team to address the various challenges and opportunities that are presented to them. The following represents Board member “best practices” for interacting with each other.

1. Board members are representatives of the District's culture and always values its customers.
2. The Board is responsible for creating and maintaining a District culture that demonstrates respect for the needs of ratepayers at all times.
3. Business attire at Board meetings, and when representing the District at public events, is appropriate.
4. Relationships between Board members should always be professional.
5. Board members are aware of the rules governing communication among fellow Board members in compliance with mandated open meeting (Brown Act) law requirements. This includes communications by electronic, written, and verbal methods.
6. Board members lead by example in their interaction and communication style and practice.
7. Board members function as a team and are not exclusive in their communication and interaction.
8. To the extent possible, Board members will be cooperative in supporting each other.
9. Personal attacks against fellow Board members or staff are not representative of a constructive culture. Board members are encouraged to disagree using appropriate language and treat peers with whom they disagree with respect and dignity.
10. Resolution No. 2018-35 – Rules of Decorum, Censure and Presidential Terms Policy, Adopted on December 20, 2018 - See Exhibit A.



Board of Director’s Handbook

# CHAPTER 4 STAFF INTERACTION

The efficient and effective delivery of services to the customers of the West Valley Water District is a collaborative effort between the elected members of the Board of Directors and those individuals employed to execute the District’s day-to-day operations. The Board’s relationship and interaction with its professional staff must be carefully cultivated and nurtured at all times.

## The Board’s Relationship with the General Manager

One of the most vital relationships the District Board has is between itself and its General Manager. The General Manager is the primary agent of the Board and is the one to whom the Board delegates its authority to manage and administer the District's daily operations in accordance with approved policies. This position is important because to be successful, the District requires leadership and vision from its General Manager. In this capacity, the General Manager has two roles: Chief Executive Officer and top advisor to the Board. As the most visible employee, the General Manager truly represents the District to its many constituencies.

Much of the District’s success will be dependent upon a positive relationship between the Board and its General Manager. Paradoxically, the leadership nature of both parties means that this relationship will likely create some inherent tensions; a strong Board and a strong General Manager will not always agree on every issue. However, both must consciously focus on maintaining a shared sense of purpose, open communication, honesty, trust, and mutual support. While the General Manager is hired to carry out Board policy directives, the Board also looks to him/her for guidance and leadership.

One of the most important decisions a Board will make is the selection of a General Manager in whom they have confidence. The Board must be able to support the decisions of the General Manager and grant him/her the authority to manage and lead the District. This is critical for building the General Manager’s credibility with the staff and the community. Both parties should always publicly support each other.

It is the General Manager’s responsibility to ensure that the Board members have all the information they need to make Board-level decisions and that all Board members are provided the same information. Board members expect the General Manager to make a recommendation on every issue before the Board, except those that are strictly reserved to the Board.

## Board of Director's Handbook

The following are guidelines are intended to help define the relationship between the Board and the General Manager:

1. The General Manager prepares annual goals which are approved by the Board of Directors as a part of a formal performance review process.
2. The Board of Directors will provide the General Manager with a written evaluation annually.
3. Board members are encouraged to contact the General Manager about any subject related to the operations of the District. Similarly, the General Manager may discuss any District related issue with any member of the Board of Directors.
4. Concerns regarding overall District operations or specific department issues or department heads are addressed with the General Manager.
5. Critical information will be provided to all members of the Board by the General Manager, which feedback may be verbal, written, or electronic in nature.
6. The General Manager has complete authority over staff and interdepartmental issues that may arise.
7. The General Manager shall advise the Board of Directors when he/she is out of the office for an extended period of time and shall designate the individual who shall be acting General Manager during that time.

### Request for Staff Resources

Individual Board member requests for research by staff must be directed to the General Manager, or the District's legal counsel regarding legal matters. If, in the judgment of the General Manager, a significant amount of time will be required to complete the requested task/project, the item may be agendaized to solicit Board authorization to extend the additional time necessary on the proposed item. Staff responses to Board member requests will be provided to the General Manager and distributed to all Board members.

### Interactions with Staff

District staff serves the entire Board of Directors as a whole. Consequently, the Board should adhere to the following guidelines in its interaction with the staff:

### Board of Director's Handbook

1. To promote a healthy working relationship between Board members and staff, the General Manager should identify opportunities, on a regular basis, for both parties to interact professionally and socially.
2. A Board member shall not direct staff to initiate any action, change a course of action, or prepare any report without the approval of the General Manager and, if necessary, a majority of the Board. This does not imply that individual members of the Board are prohibited from asking a question to an individual member of the District staff, such as requesting a copy of a document or report.
3. Board members shall not attempt to pressure or influence discussions, recommendations, workloads, schedules, or priorities.
4. When preparing for Board meetings, Board members should direct questions ahead of time to the General Manager so that staff can provide the desired information at the Board meeting.
5. Any concerns by a member of the Board regarding the behavior or work of a District employee should be directed to the General Manager privately to ensure that the concern is addressed. Board members shall not reprimand employees directly nor should they communicate their concerns to anyone other than the General Manager.
6. Soliciting political support from staff (e.g., financial contributions, display of posters or lawn signs, name on support list, etc.) is prohibited. District staff may, as private citizens with constitutional rights, support political candidates, but all such activities must be done away from the workplace and may not be conducted while on the job.

## Board of Director's Handbook

# CHAPTER 5 GOVERNANCE

The orderly conduct of District business is guided by certain rules, regulations and procedures that are intended to afford equal opportunity for input on policy-making decisions to both Board members and the public. While many governance guidelines are embodied in State law, others are subject to Board discretion.

### Election of Officers

The President and Vice President of the Board will be elected by the majority of the five members of the Board. The election will be held at the first regular meeting in December annually.

The Board shall also designate the General Manager and General Counsel.

### Roles of the President and Vice President of the Board of Directors

1. The President of the Board of Directors is selected for a 2-year term, unless otherwise modified by the Board.
2. The President of the Board is selected by the Board of Directors. In addition to the duties of the President described below, the President presides at all Board of Directors meetings, makes rulings on procedural points of order, and should keep meetings on track and productive. The President should encourage open discussion and allow all members the opportunity to express their views. The President should lead and guide the Board of Directors and provide a stabilizing influence and bring out the best in all members.
3. The President appoints all committees, standing and Ad-Hoc. The President may create a new committee or abolish an existing committee with the approval of a majority of the Board.
4. Any Director can request an item to be placed on the Board agenda.
5. Any member of the Board may propose the establishment of a new committee at a Board meeting to ascertain whether a majority of the Board wishes to establish a new committee.
6. Any member of the Board may propose the abolition of a standing or ad hoc committee that he/she feels is no longer needed by the District at a Board meeting to ascertain whether a majority of the Board wishes to abolish the committee.

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7. The President coordinates the efforts of committees; integrates committee work with that of the Board of Directors and defines committee relationships. The President makes declarations, extends official recognition of groups; or events, and regularly communicates with the General Manager.
8. The Board shall govern the succession of the President and Vice-President.
9. The Vice-President remains as one member of the Board and has no rights or authority different from any other member of the Board. However, in the event of a temporary absence of the President, or an early vacancy in the position of Board President, the Vice-President shall become the Board President and shall continue as such until the Board President's temporary absence is complete or for the remaining portion of the outgoing Board President's term as Board President.
10. In the event the position of President is vacated prior to the expiration of his/her term, the Vice President shall become the President for the remaining portion of the outgoing President's term, unless otherwise directed by the Board.
11. In the event of an early vacancy in the position of Vice-President, the Board shall determine, by vote, a replacement to fulfill the remaining portion of the outgoing Vice-President's term.
12. The President acts as the ceremonial head or representative of the District at various civic functions, and in his/her absence, the Vice-President serves in this capacity.
13. The President is the designated spokesperson for the Board of Directors when requests are made from external sources. The President may elect to appoint one of the other Board members to serve in this capacity.
14. The President acts as the signatory on all documents requiring the Board's execution. The Vice-President may do so in the President's absence.
15. The President makes appointments to the Representative Assignments annually.

## Types of Board Meetings

### Regular Meetings

Regular meetings of the Board of Directors shall be held on the first and third Thursday of each calendar month at 6:00 p.m. in the District's Board room located at 855 W. Baseline, Rialto, CA 92376. The date, time and place of regular Board meetings may be reconsidered at such other time as the Board may determine due to a change in District needs and circumstances.

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### Special Meetings

Special meetings of the Board of Directors may be called by the Board President or by a majority of the Board.

1. All Directors shall be notified of the Special Board meeting and the purpose or purposes for which it is called. Notice of the meeting shall be in writing, received by them at least 24 hours prior to the meeting.
2. An agenda shall be prepared and posted at the District's headquarters and website at least 24 hours before the meeting, as specified in the Brown Act and shall be delivered with the notice of the Special Meeting to the Board of Directors.
3. Only those items of business listed in the call for the Special Meeting shall be considered by the Board at any Special Meeting.

### Emergency Meetings

In the event of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, the Board of Directors may hold an Emergency Special Meeting without complying with the 24-hour notice requirement. An emergency situation means a crippling disaster which severely impairs public health, safety, or both, as determined by a majority of the Board.

1. When possible, notice shall be provided to the media outlets by telephone at least one hour before the meeting (Brown Act - Page No. 20).
2. Actions taken during an emergency meeting shall be by roll call vote.
3. The Board may meet in Closed Session if agreed to by a two-thirds vote of the members present, or if less than two thirds present, by unanimous vote.
4. Following an Emergency Meeting, the minutes of the meeting, a list of persons notified or attempted to be notified of the meeting, and actions taken must be posted for ten days in the District office (Brown Act - Page No. 21).

### Quorum Requirements

A majority of Board members (three or more members) constitutes a quorum necessary for conducting business at a Board meeting. The Board shall act only by motion, resolution or ordinance. As long as a quorum of Board members are present, a simple majority of those Board

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members present is satisfactory to approve routine agenda items, such as approving expenditure of funds, or passing an ordinance or resolution or requiring a supermajority. A supermajority of votes is necessary to consider an urgency item not previously posted on the Board meeting agenda or to take certain actions in response to an emergency situation.

### Board Meeting Protocol

1. All noticed meetings of the Board of Directors shall be conducted using Roberts Rules of Order. Robert's Rules provide for constructive and democratic meetings and are intended to help, not hinder, the business of the Board. Under no circumstances should "undue strictness" be allowed to intimidate or limit full participation.
2. The General Manager is responsible for setting the agenda for the meetings of the Board. Any member of the Board may request that an item be placed on the agenda through notification to the General Manager and President.
3. Public comment shall be received pursuant to the Ralph M. Brown Act. Board members should establish time limits for public comment, and it is suggested that three minutes provides a member of the public with adequate time to fully express their concerns. Through a motion to the President, and Director may move to extend the time limit for individual speakers on matters not constitutionally otherwise dictated. The Board shall treat members of the public with courtesy and respect.
4. When possible, corrections to official minutes of the Board of Directors public meetings should be provided to the Board Secretary or General Manager in advance for approval at the next regular Board meeting. This does not prohibit a Board Member that finds an error in minutes to be approved at a meeting from taking action at that time as needed.
5. The Board shall treat members of the public with courtesy and respect.
6. The General Manager shall inform the Board of items of significance that will be placed on future agendas.
7. The General Manager meets with the Board President and/or Vice President prior to the Board meetings to review and prepare for the upcoming meeting.
8. At the direction of the General Manager, department heads or appropriate departmental managers will be present at every meeting if they have an item on the agenda.
9. The Board of Directors' Report portion of the Agenda shall be utilized for members of the legislative body to provide brief reports on meetings attended at the expense of the local agency at the next regular meeting pursuant to Government Code Section 53232.3.(d).





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### Consent Calendar

1. The District utilizes a Consent Calendar to approve routine business matters, such as minutes, production reports, cash reports, some resolutions, and previously approved budgetary items.
2. If a Board member has a question on a Consent Calendar item, they are encouraged to contact the General Manager for clarification prior to the official meeting, rather than having it pulled for separate discussion during the meeting.

### Voting

A majority of all members of the Board present at a meeting will be required to approve any ordinance, resolution, or motion, unless a different voting requirement to approve a particular action is specified under State law.

1. Each member may speak on an item prior to the making of a motion.
2. Roll call votes are required on all ordinances considered by the Board. On other items, a roll call vote may be requested by any member of the Board but is at the discretion of the President.
3. Once an agenda item has been voted on, the disposition is considered as the "action" of the Board of Directors. Individual members of the Board that did not support the action should not seek to undermine the success of that decision. This does not imply that individual Board members may state publicly that they did not support the action taken by the Board or the reasons why.

### Closed Session

1. All closed session discussions and materials are considered legal and confidential information, and as such, are not shared outside the closed session conference unless specific action is taken, and then must be reported out of closed session.
2. Closed session staff reports are to be returned to the General Manager and/or District counsel immediately following the meeting. Electronic copies of the reports will not be provided to the Board.
3. Closed session meetings may be held at times other than the regular meetings of the Board of Directors so long as the meeting is posted pursuant to the prevailing open meeting or Brown Act rules.
4. A Board Member should refer requests for information regarding Closed Session items to the General Manager who, in consultation with the District's Legal Counsel, will prepare an appropriate response.

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# CHAPTER 6 PUBLIC INTERACTION

As a public body, it is important for the West Valley Water District Board of Directors to establish a working environment that encourages public participation and trust. During their time as elected officials, Board members will have a wide range of interactions with the public including written communication (i.e., letters, email, etc.), social media, phone calls, face-to-face, social functions, regular and special Board meetings, etc. The following guidelines represent Board member “best practices” for interacting with the public.

### Customer Concerns and Complaints

1. All customer concerns and inquiries shall be referred to the General Manager.
2. The General Manager or his/her designee will provide the Board with a written or verbal report of customer concern or inquiry that cannot be handled as a routine manner. The Board will also be provided with a response to the concern or inquiry.
3. The Board will be informed of significant, politically sensitive, urgent and/or repetitive telephone or electronic communication inquiries. Staff will research the request as soon as possible and provide the General Manager with the appropriate follow-up and response. The General Manager will review the communication prior to dissemination to the Board.
4. Copies of any written or electronic responses to customer concerns provided by a member of the Board shall be provided to the other members of the Board of Directors as well.
5. Information that may expose the District to liability will be shared with the Board at a noticed, Closed Session meeting of the Board of Directors.

### Public Input on the Agenda

1. Agenda items noticed on the agenda for public hearing will follow procedures as outlined by the District's legal counsel.
2. The President of the Board may elect to defer action on an item brought forward by the public until such time as staff can prepare an appropriate response.
3. The President is responsible for maintaining an orderly progression of the business before the Board, and to the extent possible regulates the amount and type of input from the public and from members of the Board and staff.

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4. Generally, Board members will not respond to public comments except for the President referring matters to the General Manager for follow-up. Board members may, through the President, ask clarifying questions to ensure that staff provides an appropriate response. Occasionally, a prompt response may be offered by the President or the General Manager when an obvious answer or resolution is available. The Board will not enter into a debate or make decisions in response to public comments that are not on the agenda for consideration.
5. Questions by a Board member to staff or consultants making presentations shall be directed to the President who will refer it to the General Manager for a response.

### Representing an Official District Position

In order to ensure that they are properly representing their positions as elected officials of the West Valley Water District, Board members should adhere to the following guidelines:

1. Board members may use their title only when conducting official District business.
2. Once the Board of Directors has taken a position on an issue, all official District correspondence regarding that issue will reflect the Board's adopted position.
3. In most instances, the Board will authorize the President of the Board to send letters stating the District's official position to appropriate legislators.
4. No Board member shall attend a meeting of any outside agency or organization (including Representative Assignments) as an official representative of the District without prior Board authorization. Meetings of outside agencies and organizations that are included on the District's list of Representative Assignments are to be attended by the designated Board member and/or alternate. Other Directors are not prohibited from attending; however, they may not participate or request compensation. If the designated Board member and/or alternate cannot attend an assigned meeting, a duly appointed substitute may attend on their behalf.
5. If a member of the Board appears before the meeting of another governmental agency organization to give a statement on an issue affecting the District (including Representative Assignments), the Board member shall indicate the majority position and opinion of the Board. (NOTE: Board members shall report on any actions taken at the next Board meeting).
6. Personal opinions and comments that may be contrary to adopted policy may be expressed only if the Board member clarifies that these statements do not reflect the official position of the Board or the District.



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7. Board members should exercise caution when utilizing the news media, social media, or other forms of communications to specifically express views which are in opposition to adopted Board policy. The Board member must clarify that these statements do not reflect the official position of the Board or the District.
  
8. When two Board members are authorized/assigned by the Board to attend a meeting as the District's official representative, other Board members may not participate at the meeting in order to avoid violations of the Ralph M. Brown Act.
  
9. Board members should not utilize District's property (letterhead, business cards, e-mail, etc.) to express their personal opinion/position/views on any issues.

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# CHAPTER 7

## DIRECTOR'S CODE OF CONDUCT

In order to promote the public's trust in Board policies and to ensure the most effective and efficient delivery of District services, members of the Board shall abide by the following Director's Code of Conduct which includes provisions relating to conflict of interest, the handling of legal matters, ethics training, and enforcement:

1. Board members shall refrain from abusive conduct, personal charges, or verbal attacks upon the character or motives of other members of the Board, committees, staff, or the public.
2. Board members duties shall be performed in accordance with the processes and rules of order established by the Board.
3. Communication between Board members, including electronic, verbal and written, shall comply with all State-mandated open meeting law requirements (Brown Act).
4. Board members shall inform themselves on public issues, listen attentively to public discussions before the body, and focus on the business at hand.
5. Board decisions shall be based upon the merits and substance of the matter at hand.
6. Board members shall represent the official policies and positions of the Board. When presenting their personal opinions or positions publicly, members shall explicitly state they do not represent the Board or the District.
7. Board members shall respect and preserve the confidentiality of information provided to them concerning the confidential matters of the District. They must neither disclose confidential information without proper legal authorization nor use such information to advance or adversely affect the personal, financial, or private interests of themselves or others.
8. It is the responsibility of Board members to publicly share substantive information that is relevant to a matter under consideration that they have received from sources outside of the public decision-making process with all other Board members and the public prior to taking action on the matter.
9. Appropriate District staff should be involved when Board members meet with officials from other agencies and jurisdictions to ensure proper staff support as needed and to keep the General Manager informed.
10. Board members shall not attend internal staff meetings or meetings between District staff and third parties unless invited by the General Manager or directed by the Board to do so.
11. Board members shall disclose to the appropriate authorities and/or to the Board any behavior or activity that may qualify as corruption, abuse, fraud, bribery, or other violation of the law.

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12. Board members, by virtue of their public office, shall not take advantage of services or opportunities for personal gain that are not available to the public in general.
13. Board members shall not accept gifts, favors, or promises of future benefits that might compromise their independence of judgment or action or give the appearance of being compromised. Likewise, Board members shall not appear on behalf of, or advocate for, the private interests of a third-party before the Board.

### Conflict of Interest

In order to assure their independence and impartiality on behalf of the public good, state law prohibits Board members from using their official positions to influence government decisions in which they have a financial interest or where they have an organizational responsibility or a personal relationship that would present a conflict of interest under applicable State law. In accordance with applicable State laws, the following provisions shall apply to all Board member actions:

1. A Board member will not have a financial interest in a contract with the District or be a purchaser at a sale by the District or a vendor at a purchase made by the District, unless the Board member's participation was authorized under Government Code sections 1091 or 1091.5, or other provisions of law.
2. A Board member will not participate in the discussion, deliberation or vote on a matter before the Board of Directors, or in any way attempt to use his or her official position to influence a decision of the Board, if he or she has a prohibited interest with respect to the matter, as defined in the Political Reform Act, Government Code sections 81000, and following, relating to conflicts of interest. Generally, a Board member has a financial interest in a matter if it is reasonably foreseeable that the Board decision would have a material financial effect (as defined by the Fair Political Practices Commission's ("FPPC") regulations) that is distinguishable from the effect on the public generally on:
  - a. A business entity in which the Board member has a direct or indirect investment in the amount specified in the then-effective FPPC regulations;
  - b. Real property in which the Board member has a direct or indirect investment interest, with a worth in the amount specified in the then-effective FPPC regulations;
  - c. A source of income of the Board member in the amount specified in the then-effective FPPC regulations, within twelve months before the Board decision;
  - d. A source of gifts to the Board member in an amount specified in the then-effective FPPC regulations within twelve months before the Board decision;
  - e. A business entity in which the Board member holds a position as a director, trustee, officer, partner, manager or employee;

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- f. The Board member's personal expense, income, assets, or liabilities, and those of his or her immediate family, are likely to go up or down in a 12-month period as a result of the decision by the amount specified in the then-effective FPPC regulations.
3. If a Board member believes that he or she may be disqualified from participation in the discussion, deliberations or vote on a particular matter due to a conflict of interest, the following procedure will be followed:
  - a. If the Board member becomes aware of the potential conflict of interest before the Board meeting at which the matter will be discussed or acted on, the Board member will notify the District's General Manager and the District's legal counsel of the potential conflict of interest, so that a determination can be made whether it is a disqualifying conflict of interest.
  - b. If it is not possible for the Board member to discuss the potential conflict with the General Manager and the District's legal counsel before the meeting, or if the Board member does not become aware of the potential conflict until during the meeting, the Board member will immediately disclose the potential conflict during the Board meeting, so that there can be a determination whether it is a disqualifying conflict of interest.
  - c. Upon a determination that there is a disqualifying conflict of interest, the Board member:
    - (1) will not participate in the discussion, deliberation or vote on the matter for which a conflict of interest exists, which will be so noted in the Board minutes; and
    - (2) leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters (i.e., the consent calendar), in which case the Board member will identify the nature of the conflict and not vote on the specified item on the consent calendar. If the item is agendaized for discussion and possible action, the Board member may speak on his or her personal interests in the matter during the time that the public speaks on the issue but must leave the room during Board discussion and action on that item.
4. A Board member will not recommend the employment of a relative by the District. A Board member will not recommend the employment of a relative to any person known by the Board member to be bidding for or negotiating a contract with the District.

### Soliciting Political Contributions

Board members are prohibited from soliciting political funds or contributions at District facilities or from District employees. A Board member will not accept, solicit or direct a political contribution from:



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- a. Vendors or consultants who have a material financial interest in a contract or other matter while that contract or other matter is pending before the District.
- b. A Director will not use the District's seal, trademark, stationery or other indicia of the District's identity, or facsimile thereof, in any solicitation for political contributions contrary to State or Federal law. (California Government Code Sections 3204 through 3205).

### **Whistle Blower Protection**

The General Manager's primary responsibility is to ensure District employees are in compliance with the District's Personnel Manual and do not engage in improper activities, as well as to investigate allegations of improper activities and take appropriate corrective and disciplinary action. The Board has a duty to ensure that the General Manager is operating the District in accordance with the law and polices approved by the Board. Board members will disclose to the General Manager any improper activities within their knowledge and will not interfere with the General Manager's responsibilities in identifying, investigating and correcting improper activities unless the Board determines that the General manager is not properly carrying out these responsibilities. (California Water Code Sections 30575, 30580 and 30581).

- a. A Board member will not directly or indirectly use or attempt to use the authority or influence of his or her position for the purpose of intimidating, threatening, coercing, commanding or influencing any other person for the purpose of preventing such person from acting in good faith to report or otherwise bring to the attention of the General Manager or the Board any information that, if true, would constitute: a work-related violation by a Board member or District employee of any law or regulation, gross waste of District funds, gross abuse of authority, a specified and substantial danger to public health or safety due to an act or omission of a District official or employee, use of a District office or position or of District resources for personal gain, or a conflict of interest of a District Board member or designated employee.
- b. Board members will not use or threaten to use any official authority or influence to effect any action as a reprisal against a District Board member or District employee who reports or otherwise brings to the attention of the General Manager any information regarding the subjects described in this section. (California Labor Code Section 1102.5 and following; California Government code Sections 53298 and 53298.5).
- c. Any person who believes that he or she has been subjected to any action prohibited by this Section is encouraged to file a confidential complaint with (1) General Manager, or (2) a member of the Board if the complaint involves the conduct of the General Manager. The person receiving the report will refer the matter to the full Board to investigate. Upon the conclusion of the investigation, the scope of which will be



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governed by the individual circumstances of each complaint, the General Manager (or the Board in the case of a complaint against the General Manager) will take appropriate action consistent with the District's Personnel Manual and applicable law.

### Handling of Legal Matters

The Board appoints the District's legal counsel to provide a wide range of professional legal services, assistance, and legal advice to the Board of Directors, General Manager and all District departments and offices.

1. The following guidelines shall be employed by Board members when dealing with legal and/or other confidential matters:
  - a. All written materials and verbal information provided to Board members on matters that are confidential and/or privileged under State law shall be kept in complete confidence to ensure that the District's position is not compromised. No disclosure or mention of any information in these materials may be made to anyone other than Board members, the General Manager or the District's legal counsel.
  - b. Confidential materials provided in preparation for and during Closed Sessions shall not be retained, and electronic copies must be deleted, or documents returned to staff at the conclusion of the Closed Session.
  - c. Confidential materials provided to Board members outside of Closed Sessions must be destroyed, deleted, or returned to staff within thirty (30) days of their receipt.
  - d. Board members may not request confidential written information from staff that has not been provided to all Board members.
2. All Board members who are desirous of contact with the District's legal counsel, his or her staff, and/or attorney(s) contracted to work on behalf of the District shall obtain prior approval from the General Manager. Board members cannot enjoy or establish an attorney-client relationship with said attorney(s) by consulting with or speaking to same. Any attorney-client relationship established belongs to the District, acting through the Board of Directors, and as may be allowed in State law for purposes of defending the District and/or the Board in the course of litigation and/or administrative procedures, etc.

### Ethics Training

AB 1234 requires elected or appointed officials who are compensated for their service or reimbursed for their expenses to take two hours of training in ethics principles and laws every

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two years. Those who enter office after January 1, 2006, must receive the training within a year of starting their service. They must then receive the training every two years after that.

The training must cover general ethics principles relating to public service and ethic laws including:

1. Laws relating to personal financial gain by public officials (including bribery and conflict of interest laws);
2. Laws relating to office-holder perks, including gifts and travel restrictions, personal and political use of public resources, and prohibitions against gifts of public funds;
3. Governmental transparency laws, including financial disclosure requirements and open government laws (the Brown Act and Public Records Act);
4. Laws relating to fair processes, including fair contracting requirements, common law bias requirements, and due process.

### Sexual Harassment Prevention Training

AB 1661 requires elected or appointed officials who are compensated for their service or reimbursed for their expenses to receive at least two hours of sexual harassment prevention training and education within the first six months of taking office or commencing employment, and every two years thereafter.

The training must include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against, and the prevention and correction of, sexual harassment and the remedies available to victims of sexual harassment in employment.

### Enforcement

Any actual or perceived violation of District policies, including the Code of Conduct, by a Board member should be referred to the President of the Board or the full Board of Directors for investigation, and consideration of any appropriate action warranted. A violation of this policy may be addressed by the use of such remedies as are available by law to the District, including but not limited to:

1. Reassignment of committee positions;
2. Adoption of a resolution expressing disapproval of the conduct of the Board member who has violated this policy (i.e., censure);
3. Injunctive relief;
4. Referral of the violation to the District Attorney.



Board of Director's Handbook

# APPENDIX 1

## BOARD MEMBER ACKNOWLEDGEMENT

This Board of Directors Handbook, which includes the Director's Code of Conduct, shall be considered to be the definitive document relating to ethical conduct by the West Valley Water District Board of Directors.

\_\_\_\_\_  
Board Member Signature

\_\_\_\_\_  
Date