



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, MARCH 18, 2021
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

BOARD OF DIRECTORS

Channing Hawkins, President
Kyle Crowther, Vice President
Dr. Michael Taylor, Director
Greg Young, Director
Dr. Clifford Young, Director

"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."

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Board Meeting 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: 807-977-6383 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8079776383>. Public comment may also be submitted via email to the Public Affairs Manager, Naseem Farooqi at nfarooqi@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org. If you require additional assistance, please contact nfarooqi@wvwd.org.

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 District Clerk. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. 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. February 18, 2021 - Regular Board Meeting Minutes. **(Page No. 5)**
2. February 23, 2021 - Special Board Meeting Minutes. **(Page No. 9)**
3. Monthly Financial Reports for February 2021 (PO, Treasurer, Fund Transfer, Cash Disbursement, Revenues & Expenditures). **(Page No. 11)**
4. A Licenses Renewal of Planet Bids E-Procurement Software. **(Page No. 49)**
5. I-10 Cedar Avenue Interchange Improvement Project. **(Page No. 83)**
6. Contract for Interim General Manager Position. **(Page No. 93)**
7. Approval of Payment to Leal Trejo, for Professional Services rendered in September, October, November and December 2020, Invoice No's. 18197, 18200, 18259 and 18274; Totaling \$28,480.59. **(Page No. 101)**
8. Approval of Payment to Law Offices of Glenn Ward Calsada, for Professional Services rendered in March 2021, Invoice No. 2021FINAL; \$15,157.90. **(Page No. 105)**
9. Approval of Payment to Tafoya Law Group, APC, for Professional Services rendered in October, November and December 2020, Invoice No.'s 20-1010, 20-1011 and 20-1012; Totaling \$58,677.35. **(Page No. 107)**

PUBLIC HEARING

BUSINESS MATTERS

Consideration of:

10. Agreement with David Turch & Associates for Federal Lobbying Services. **(Page No. 111)**

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

1. March 23, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
2. April 1, 2021 – West Valley Water District Regular Board of Directors Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters.
3. April 6, 2021 - San Bernardino Valley Municipal Water District Regular Board Meeting at Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
4. April 8, 2021 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
5. April 12, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
6. April 13, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
7. April 14, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
8. April 14, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
9. April 15, 2021 – West Valley Water District Regular Board of Directors Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters.
10. April 20, 2021 - San Bernardino Valley Municipal Water District Regular Board Meeting at Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
11. April 27, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.

CLOSED SESSION

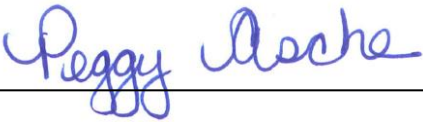
- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Two (2).

- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957, Title(s): Interim General Manager.
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.

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 March 15, 2021.



Peggy Asche, Board Secretary

Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, 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
February 18, 2021

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<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"/> remote	<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"/>
Rosa Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance - Led by Director Greg Young
- Opening Prayer - Led by Pastor Vernall Townsend
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

Director Greg Young motioned to adopt the agenda and Director Dr. Clifford Young second the motion. Hearing no discussion, the following vote was taken:

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RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Clifford Young, Gregory Young
ABSENT:	Kyle Crowther

PUBLIC PARTICIPATION

Mr. Naseem Farooqi, Public Affairs Manager, inquired if there were any comments from the public via Zoom as no email comments were received. There were no public comments.

CONSENT CALENDAR

Director Greg Young motioned to adopt the Consent Calendar, but first requested a discussion asking Mr. Manbahal if Staff was comfortable taking money out of the contingency fund for Item No. 7. Mr. Manbahal stated since some funds were utilized earlier in the year out of the contingency fund, it would be best to possibly wait and include this item in the next year's budget. Director Greg Young then amended his motion with Mr. Manbahal's recommendation to adopt the Consent Calendar and table Item No. 7 until the next year's budget. Director Dr. Michael Taylor second the motion and the following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Clifford Young, Gregory Young
ABSENT:	Kyle Crowther

1. **JANUARY 21, 2021 – REGULAR BOARD MEETING MINUTES.**
2. **MONTHLY FINANCIAL REPORTS FOR JANUARY 2021 (PO, TREASURER, CASH DISBURSEMENT, REVENUES & EXPENDITURES).**
3. **BUDGET PREPARATION CALENDAR FISCAL YEAR 2021-22.**
4. **RESOLUTION NO. 2021-2 - CONCURRING IN NOMINATION OF RANDALL REED TO THE EXECUTIVE COMMITTEE OF ACWA/JPIA.**
5. **RESOLUTION NO. 2021-3 - PLACING IN NOMINATION SHAMINDRA K. MANBAHAL AS A MEMBER OF THE CALIFORNIA SPECIAL DISTRICT ASSOCIATION BOARD OF DIRECTORS REPRESENTING THE SOUTHERN NETWORK.**
6. **CLASSIFICATION AND COMPENSATION STUDY FOR ALL EMPLOYEES.**
7. **CONSIDER A PROPOSAL TO UPGRADE THE BOARD ROOM AUDIO VISUAL SYSTEM.**

Item was tabled until next year's budget during the adoption of the Consent Calendar.

WVWD

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**8. I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:
PROFESSIONAL ENGINEERING SERVICES AMENDMENT NO. 1.**

BUSINESS MATTERS

9. ORDINANCE NO. 87: SETTING THE NUMBER OF SERVICE CONNECTIONS AND METERS TO BE PROVIDED BY SOUTHERN CALIFORNIA EDISON AT THE DISTRICT'S LORD RANCH SITE.

Director Dr. Clifford Young requested a discussion asking if this will increase in any way the fees upon our ratepayers. Mr. Van Jew, Assistant General Manager, Operations and Engineering, stated that this will not impact increasing the rates for our ratepayers. Director Dr. Michael Taylor motioned to approve Item No. 9 and table Item No. 10 until the next regularly scheduled Board meeting. Vote died for lack of a second. Director Dr. Michael Taylor motioned to approve Item No. 9 and Director Greg Young second the motion. Hearing no further discussion, the following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Greg Young, Director
AYES:	Channing Hawkins, Michael Taylor, Clifford Young, Gregory Young
ABSENT:	Kyle Crowther

10. REVIEW OF SOCIAL MEDIA POLICY - UTILIZATION OF DISTRICT RESOURCES BY BOARD OF DIRECTORS.

Director Dr. Michael Taylor motioned to move this Item to the next regularly scheduled Board meeting and President Channing Hawkins second the motion. Hearing no discussion, the following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Channing Hawkins, President
AYES:	Channing Hawkins, Michael Taylor, Clifford Young, Gregory Young
ABSENT:	Kyle Crowther

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 Greg Young informed the Board that he was invited by Director June Hayes to attend the Rialto Utilities Commission meeting. A presentation was provided by Valley District regarding water levels in the basins in which they have discovered there are more useable water storage in the San Bernardino, Rialto-Colton, Riverside and Arlington groundwater basins. It was a very good and interesting presentation.
- President Channing Hawkins thanked everyone for attending and stated that there are some very important events coming up. First event is the State of the District which will be for the public, members of the Board and Staff to review what the District has accomplished in

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the past year. This event will be virtual and is scheduled for Friday, February 26, 2021 at 6:00 p.m. The second event is hosted by IEWORKS Virtual Water Summit for strengthening the wastewater and water workforces. This event is scheduled for March 1, 2021 between 12:00 p.m. and 1:30 p.m.

Prayers for Texas and the devastating news of four million people without power and some without water. How can the District as an agency support Texas as they begin to recover from this tragic situation?

There are appointments available at San Bernardino County for providing vaccines for 65 and older as well as first responders and schools.

2. General Manager

- Mr. Rickey Manbahal stated that he will investigate how the District can help those in Texas.

3. Legal Counsel

- Mr. Robert Tafoya reported that there were no reportable actions taken in Closed Session.

CLOSED SESSION

Mr. Robert Tafoya reported out of Closed Session that there were no reportable actions taken.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4).
2. INITIATION OF LITIGATION PURSUANT TO Government Code Section 54956.9(c).
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.
4. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; Shamindra Manbahal, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12.

ADJOURN

There being no further business, the meeting adjourned at 7:25 p.m.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 2/18/21

MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
February 23, 2021

Attendee Name	Present	Absent	Late
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

Call to Order
Pledge of Allegiance - Led by Vice President Kyle Crowther
Roll Call of Board Members

ADOPT AGENDA

Director Greg Young motioned to adopt the Agenda and Director Dr. Michael Taylor second the motion. Hearing no discussion, the following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Gregory Young, Director
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young
EXCUSED:	Clifford Young

PUBLIC PARTICIPATION

There were no email comments or Zoom requests to speak.

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President Hawkins adjourned the open meeting to Closed Session at 6:05 p.m.

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: One (1).

RECONVENE/REPORT ON CLOSED SESSION – 6:27 P.M.

Mr. Robert Tafoya, Legal Counsel, reported out of Closed Session that the Board of Directors accepted a settlement severance agreement and general release of all claims regarding Clarence Mansell. The following vote was taken 4 to 1:

President Channing Hawking – Yes
 Vice President Kyle Crowther – Yes
 Director Dr. Michael Taylor – Yes
 Director Greg Young - Yes
 Director Dr. Clifford Young – No

The terms of the settlement agreement are as follows:

1. The District shall pay Clarence Mansell \$450,000.00.
2. The District shall pay Clarence Mansell's Cobra health insurance for one (1) year.
3. The District shall pay Clarence Mansell all unused vacation time, administrative time, and any other time accumulated at the District that is eligible for payout.
4. In return, Mr. Clarence Mansell is releasing the District of all claims for the consideration identified.

Mr. Robert Tafoya would like to note that at a previous Board Meeting it was reported out of Closed Session that the settlement agreement for Clarence Mansell was approved by the Board of Directors, however, Mr. Mansell never signed that agreement. Therefore, the severance agreement tonight is final and executed.

ADJOURN

There being no further business, the meeting adjourned at 6:31 p.m.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 2/23/21



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: FEBRUARY 2021 - PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District (“District”) generated thirty-seven (37) Purchase Orders (“PO”) in the month of February 2021 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of February 2021 was **\$1,088,898.84**. A table listing all PO’s for February 2021 is shown in **Exhibit A**.

FISCAL IMPACT:

There is no fiscal impact for producing the February 2021 Purchase Order Report.

STAFF RECOMMENDATION:

Receive and file the February 2021 Purchase Order Report.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM;ar

ATTACHMENT(S):

1. February 2021 Purchase Order Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 02/01/2021 - 02/28/2021

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0335	Replace Latch on level control 01723 - MAGNETROL INTERNATIONAL, INC.	Outstanding Roemer Treatment Plant	2/3/2021 2/17/2021	0.00	215.00
21-0336	Chemicals for Roemer 01641 - HASA INC.	Partially Received West Valley Water District	2/3/2021 2/17/2021	0.00	24,000.00
21-0337	Meter reading software support flexnet M2 software 00255 - AQUA-METRIC SALES CO	Completed West Valley Water District	2/4/2021 2/18/2021	0.00	2,435.00
21-0338	Vehicle/Bathroom/Office Elecstat Cleaning 01/28/21 00337 - CINTAS CORPORATION	Completed West Valley Water District	2/4/2021 2/18/2021	0.00	1,336.80
21-0339	Stock Order 02/01/21 01657 - CORE & MAIN LP	Outstanding West Valley Water District	2/4/2021 2/18/2021	0.00	23,854.79
21-0340	Immaculight UV Disinfection System 02328 - ALLIANCE ELECTRICAL SYSTEMS INC	Outstanding West Valley Water District	2/4/2021 2/18/2021	0.00	533,650.00
21-0341	MXUs for Inventory 02/02/21 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	2/8/2021 2/22/2021	0.00	24,874.25
21-0342	MXUs for Inventory 02/03/21 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	2/8/2021 2/22/2021	0.00	24,874.25
21-0343	Chlorine reagents 00360 - USA BLUEBOOK	Completed West Valley Water District	2/9/2021 2/23/2021	0.00	517.78
21-0344	Electrical work on chlorine pump 01567 - MCMaster-CARR SUPPLY COMPANY	Completed West Valley Water District	2/9/2021 2/23/2021	0.00	510.24
21-0345	MyWVWD Newsletter Feb 2021 01052 - INFOSEND INC	Outstanding West Valley Water District	2/2/2021 2/16/2021	0.00	1,890.43
21-0346	Gasoline Order 02/10/21 01783 - SC COMMERCIAL LLC	Completed West Valley Water District	2/11/2021 2/25/2021	0.00	10,452.94
21-0347	Microsoft Office 365 G3 G1 and Arciving 2020 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	2/11/2021 2/25/2021	0.00	4,908.50
21-0348	Adobe acrobat 2020 10 lic 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	2/11/2021 2/25/2021	0.00	2,620.00
21-0349	Roemer Alkalinity Analyser 00114 - HACH COMPANY	Outstanding West Valley Water District	2/11/2021 2/25/2021	0.00	20,954.99
21-0350	Acetic Acid for FBR 00827 - BRENTAG PACIFIC INC	Outstanding West Valley Water District	2/11/2021 2/25/2021	0.00	12,911.36
21-0351	75 in Display system Administration 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	2/11/2021 2/25/2021	0.00	4,883.84
21-0352	CSDA Workshop Module 4 00161 - CALIFORNIA SPECIAL DIST ASSOC	Outstanding West Valley Water District	2/9/2021 2/23/2021	0.00	2,750.00

Purchase Order Summary Report

Issued Date Range 02/01/2021 - 02/28/2021

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
21-0353	Vehicle Repair to unit 214 00139 - FAIRVIEW FORD	Completed West Valley Water District	2/16/2021 3/2/2021	0.00	1,477.70
21-0354	Vehicle/Bathroom/Office Elecstat Cleaning 02/04/21 00337 - CINTAS CORPORATION	Completed West Valley Water District	2/16/2021 3/2/2021	0.00	1,336.80
21-0355	Meters for Inventory 02/09/21 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	2/16/2021 3/2/2021	0.00	24,560.24
21-0356	MXUs for Inventory 02/09/21 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	2/16/2021 3/2/2021	0.00	24,874.25
21-0357	Zone 8 Mixers 02323 - IXOM WATERCARE INC	Outstanding West Valley Water District	2/17/2021 3/3/2021	0.00	49,941.58
21-0358	FBR Annual Meter Testing 01476 - GOLDEN METERS SERVICE INC.	Outstanding West Valley Water District	2/17/2021 3/3/2021	0.00	3,480.00
21-0359	Hydrant Diffuser 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	2/18/2021 3/4/2021	0.00	1,079.07
21-0360	Computer Supplies ENG Laptop HR laptop ,printers 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	2/18/2021 3/4/2021	0.00	4,667.75
21-0361	Nicor Female X Sensus Touch Coupler Connector 00055 - WESTERN WATER WORKS SUPPLY CO INC	Outstanding West Valley Water District	2/18/2021 3/4/2021	0.00	8,455.74
21-0362	Final Pave/T- Cut for temp patches 1/28/21-2/5/21 01702 - HARDY & HARPER	Completed West Valley Water District	2/18/2021 3/4/2021	0.00	22,984.00
21-0363	Repairs to East Kitchen Heater 00828 - CONTROL TEMP INC	Completed West Valley Water District	2/18/2021 3/4/2021	0.00	750.00
21-0364	WIFIA and SRF Loan Application - Roemer Expansion 01424 - CAROLLO ENGINEERS INC	Partially Received West Valley Water District	2/18/2021 3/4/2021	0.00	195,694.00
21-0365	Hydrant Meters 02329 - SOUTHLAND WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	2/18/2021 3/4/2021	0.00	12,432.20
21-0366	Outreach Educational Video Images 02331 - MAGNIFY PRODUCTIONS	Partially Received West Valley Water District	2/19/2021 3/5/2021	0.00	23,800.00
21-0367	Update Preliminary Cost Estimate for Developer 01062 - WATER SYSTEMS CONSULTING INC	Outstanding West Valley Water District	2/19/2021 3/5/2021	0.00	2,345.00
21-0368	Dionex cartridge 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	2/24/2021 3/10/2021	0.00	3,299.38
21-0369	Dechlorination diffuser 00360 - USA BLUEBOOK	Outstanding West Valley Water District	2/24/2021 3/10/2021	0.00	1,080.96
21-0370	Roemer Expansion Appraisal 02330 - SD GROUP	Outstanding West Valley Water District	2/25/2021 3/11/2021	0.00	4,000.00
21-0371	WATER CONSERVATION PROGRAMS 01222 - INLAND EMPIRE RESOURCE CONS DIST	Outstanding West Valley Water District	2/26/2021 3/12/2021	0.00	5,000.00

Purchase Order Count: (37)

Total Trade Discount: 0.00

Total: 1,088,898.84



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: TREASURER'S REPORT - FEBRUARY 2021

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 February 2021 is presented to the Finance Committee for discussion.

FISCAL IMPACT:

None. Monthly Cost of \$2,500 was included in the FY 20-21 annual budget.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jv

ATTACHMENT(S):

1. 2021 February Treasurer's Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD

West Valley Water District
Cash, Investment & Reserve Balances - February 28, 2021

Institution/Investment Type	January 2021 Balance	February 2021 Balance	RESERVE ACCOUNT	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:			RESTRICTED FUNDS			
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 0.35	\$ 0.35	\$ 0.35
	\$ 4,300.00	\$ 4,300.00	Customer Deposit Accounts	\$ 3,286,319.11	\$ 3,286,319.11	\$ 3,286,319.11
Checking and Savings:			Capacity Charge Acct Balance	\$ 14,450,197.10	\$ 14,450,197.10	\$ 14,450,197.10
Chase - General Government Checking	\$ 4,376,587.17	\$ 3,937,047.84	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -		\$ 20,736,516.56	\$ 20,736,516.56	\$ 20,736,516.56
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	CAPITAL RESERVE FUNDS			
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Capital Project Account - 100% FY 20-21	\$ 9,284,433.00	\$ 9,284,433.00	\$ 9,284,433.00
	\$ 4,430,224.23	\$ 3,990,684.90	Capital Project Account-80% FY 21-22	\$ 10,679,626.00	\$ 10,679,626.00	\$ 10,679,626.00
State of California, Local Agency Investment Fund	\$ 10,345,807.85	\$ 10,345,807.85	Administrative & General Account	\$ 1,269,847.73	\$ 1,269,847.73	\$ 1,269,847.73
US Bank - Chandler Asset Mgmt	\$ 24,172,149.31	\$ 24,454,445.44		\$ 21,233,906.73	\$ 21,233,906.73	\$ 21,233,906.73
CalTrust Pooled Investment Fund - Short Term	\$ 15,760,263.28	\$ 15,764,691.71	LIQUIDITY FUNDS			
CalTrust Pooled Investment Fund - Medium Term	\$ 10,967,367.08	\$ 10,951,016.91	Rate Stabilization Account	\$ 782,806.31	\$ 2,348,418.93	\$ 3,914,031.55
U. S. Treasury Bills			Operating Reserve Account	\$ 4,232,825.77	\$ 8,465,651.54	\$ 12,698,477.31
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Emergency Account	\$ 1,286,689.54	\$ 2,573,379.09	\$ 3,860,068.63
			Water Banking Account	\$ 125,000.00	\$ 625,000.00	\$ 1,250,000.00
Total	\$ 65,680,111.75	\$ 65,510,946.81		\$ 6,427,321.62	\$ 14,012,449.56	\$ 21,722,577.49
Funds Under Control of Fiscal Agents:			OTHER RESERVES			
US BANK			Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 0.28	\$ 0.28		\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
2016A Bond - Interest Fund	\$ 0.07	\$ 0.07	OPERATING CASH			
Total	\$ 0.35	\$ 0.35	Balance Available for Daily Operations	\$ 12,113,202.25	\$ 4,528,074.31	\$ (3,182,053.62)
Grand Total	\$ 65,680,112.10	\$ 65,510,947.16		\$ 12,113,202.25	\$ 4,528,074.31	\$ (3,182,053.62)
			Grand Total	\$ 65,510,947.16	\$ 65,510,947.16	\$ 65,510,947.16
			UNRESTRICTED RESERVES	\$ 44,774,430.60		

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.

Shamindra Manbahal
Acting General Manager/Chief Financial & Administrative Officer



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: FUNDS TRANSFER - FEBRUARY 2021

BACKGROUND:

In February 2020, Resolution No. 2020-8 was adopted authorizing the General Manager, Board President/Directors, and Chief Accountant, 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 approve and authorize 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 provides 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 this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jv

ATTACHMENT(S):

1. 2021 February Funds Transfer Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD

Fund Transfer Detail February 2021

Date	Beginning Balances	Amount
2/19/2021	Chase Gen Checking	4,628,734.23
2/19/2021	Chase- UTC Routine Checking	327,275.56
2/23/2021	US Bank- Chandler Asset Management	24,172,149.31

Date	Transfers	Amount
2/19/2021	Chase- UTC Routine Checking → Chase Gen Checking	322,275.00
2/23/2021	Chase Gen Checking → US Bank/Chandler	400,000.00

Date	**Ending Balances (After Transfers)	Amount
2/19/2021	Chase Gen Checking	4,965,640.21
2/19/2021	Chase- UTC Routine Checking	5,000.56
2/23/2021	US Bank- Chandler Asset Management	24,454,445.44

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



January 30, 2021 through February 26, 2021

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
02/18	Book Transfer Credit B/O: Raytheon Technologies Corporation Farmington CT 06032-2569 US Trn: 0836200049Jo	\$322,275.00
Total Deposits and Additions		\$322,275.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/19	02/19 JPMorgan Access Transfer To Account000000122081653	\$322,275.00
Total Electronic Withdrawals		\$322,275.00

Your service charges, fees and earnings credit have been calculated through account analysis.

DAILY ENDING BALANCE

DATE	AMOUNT
02/18	\$327,275.56
02/19	5,000.56

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call us at 1-866-564-2262 or write us at the address on the front of this statement (non-personal accounts contact Customer Service) immediately if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. For personal accounts only: We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account. Deposit products and services are offered by JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A. Member FDIC



January 30, 2021 through February 26, 2021

DEPOSITS AND ADDITIONS (continued)

DATE	DESCRIPTION	AMOUNT
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113243 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113243Tc	5,521.90
02/17	Orig CO Name:Paynearme Orig ID:2453254103 Desc Date: CO Entry Descr:EDI Pymntssec:CCD Trace#:091000014113252 Eed:210217 Ind ID:426003718066835 Ind Name:West Valley Water Dist EDI Trn: 0484113252Tc	4,482.18
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113226 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113226Tc	2,620.20
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113237 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113237Tc	2,542.63
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113230 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113230Tc	2,023.96
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113247 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113247Tc	1,717.20
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113234 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113234Tc	201.18
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113239 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113239Tc	174.03
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113232 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113232Tc	93.47
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000014113245 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0484113245Tc	81.97
02/18	Lockbox No: 102060 For 162 Items At 16:00 5 Trn: 2400155049Lb	28,943.69
02/18	Deposit	1,352.02
02/18	Remote Online Deposit 1	1,024.83
02/18	Deposit	984.22
02/18	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Offset CO Entry Descr:Utility Ddsec:CCD Trace#:021000026896418 Eed:210218 Ind ID:9081653001 Ind Name:EFT File Name: Axr3A0 EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/18 210217 Axr3A0 Trn: 0496896418Tc	529.85
02/18	Deposit	105.41
02/18	Remote Online Deposit 1	46.35
02/18	Deposit	5.00
02/18	Orig CO Name:Global Payments Orig ID:N469221406 Desc Date:202102 CO Entry Descr:Global Depsec:CCD Trace#:091000016896421 Eed:210218 Ind ID:8788242929718 Ind Name:West Valley Water Dist Bankcard Processing Trn: 0496896421Tc	29,746.87
02/18	Orig CO Name:West Valley Wate Orig ID:Wvwgiro Desc Date:210218 CO Entry Descr:Giro Cred Sec:CCD Trace#:021000026896425 Eed:210218 Ind ID:Wvwgiro Ind Name:West Valley Wate Trn: 0496896425Tc	10,317.11
02/18	Orig CO Name:Paynearme Orig ID:2453254103 Desc Date: CO Entry Descr:EDI Pymntssec:CCD Trace#:091000016896423 Eed:210218 Ind ID:174671700709261 Ind Name:West Valley Water Dist EDI Trn: 0496896423Tc	2,675.10
02/19	Lockbox No: 102060 For 165 Items At 16:00 5 Trn: 2400004050Lb	17,929.25
02/19	Remote Online Deposit 1	300.00
02/19	Remote Online Deposit 1	270.56
02/19	JPMorgan Access Transfer From Account000000129801368	322,275.00



1004916205050000000066



January 30, 2021 through February 26, 2021

ELECTRONIC WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
02/12	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Prfund CO Entry Descr:Payroll Sec:CCD Trace#:021000027599603 Eed:210212 Ind ID:9081653001 Ind Name:EFT File Name: Rp0431Q EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/12 210212 Rp0431Qw Trn: 0437599603Tc	275.00
02/12	Orig CO Name:Federal Orig ID:Tp10320210 Desc Date:Pfinof CO Entry Descr:Ustaxpymntsec:CCD Trace#:021000027599591 Eed:210212 Ind ID:956006490 Ind Name:956006490 EFT/ACH Created Offset For Origin#: 1404304001 CO Eff Date: 21/02/12 210212 Rp0431Zk I Trn: 0437599591Tc	133.43
02/12	Orig CO Name:California Edd (Orig ID:Tp10320210 Desc Date:Pfinof CO Entry Descr:Sstaxpymntsec:CCD Trace#:021000027599597 Eed:210212 Ind ID:91005421 Ind Name:91005421 EFT/ACH Created Offset For Origin#: 1404304001 CO Eff Date: 21/02/12 210212 Rp043203 I Trn: 0437599597Tc	45.70
02/12	Orig CO Name:Federal Orig ID:Tp10320210 Desc Date:Pfinof CO Entry Descr:Ustaxpymntsec:CCD Trace#:021000027599594 Eed:210212 Ind ID:956006490 Ind Name:956006490 EFT/ACH Created Offset For Origin#: 1404304001 CO Eff Date: 21/02/12 210212 Rp0431Zk I Trn: 0437599594Tc	37.65
02/12	Orig CO Name:California Edd (Orig ID:Tp10320210 Desc Date:Pfinof CO Entry Descr:Sstaxpymntsec:CCD Trace#:021000027599600 Eed:210212 Ind ID:91005421 Ind Name:91005421 EFT/ACH Created Offset For Origin#: 1404304001 CO Eff Date: 21/02/12 210212 Rp043203 I Trn: 0437599600Tc	9.22
02/17	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:122000495172955 Eed:210217 Ind ID:2468871866 Ind Name:West Valley Water Dist 100000016291505 Cur Trn: 0485172955Tc	25,663.38
02/17	Orig CO Name:Calpers Orig ID:1946207465 Desc Date: CO Entry Descr:3100 Sec:CCD Trace#:122000495172957 Eed:210217 Ind ID:2468871866 Ind Name:West Valley Water Dist 100000016291542 Cur Trn: 0485172957Tc	17,404.20
02/17	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210216 CO Entry Descr:Deposit Sec:CCD Trace#:104000015172953 Eed:210217 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0485172953Tc	111.11
02/17	Orig CO Name:Jpm ACH Tr Rtn Orig ID:9999999999 Desc Date:210216 CO Entry Descr:Rtnoffsetssec:CCD Trace#:021000022780972 Eed:210217 Ind ID:Giro ID: 915 Ind Name:West Valley Water Dist ACH Tr Rtn Trn: 0482780972Tc	162.23
02/18	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Prfund CO Entry Descr:ACH-0218 Sec:CCD Trace#:021000025782249 Eed:210218 Ind ID:9081653001 Ind Name:EFT File Name: Rp0492K EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/18 210218 Rp0492KI Trn: 0495782249Tc	12,401.68
02/19	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Prfund CO Entry Descr:ACH-0219 Sec:CCD Trace#:021000021248910 Eed:210219 Ind ID:9081653001 Ind Name:EFT File Name: Rp0501Z EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/19 210219 Rp0501Zp Trn: 0501248910Tc	16,000.00
02/22	Orig CO Name:U.S. Bank Orig ID:1411558798 Desc Date:210219 CO Entry Descr:Telepay Sec:PPD Trace#:042000016548003 Eed:210222 Ind ID:486691455552212 Ind Name:West Valley Wat Trn: 0536548003Tc	14,589.12
02/23	02/22 Fedwire Debit Via: US Bank Minnesota/091000022 A/C: Aba/091000022 Richfield MN 55423 US Ref: 001051000598 West Valley Water Distaccount #10589/Bnf/173103198383 U.S . Bank N.A., Trust US/Time/08:00 Imad: 0223B1Qgc02C001209 Trn: 6904900053Jo	400,000.00
02/23	Orig CO Name:Aptwestvalley Orig ID:110312002 Desc Date:210222 CO Entry Descr:Deposit Sec:CCD Trace#:104000018580990 Eed:210223 Ind ID:9900017123 Ind Name:West Valley Wate Trn: 0548580990Tc	335.88
02/24	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Prfund CO Entry Descr:Payroll Sec:CCD Trace#:021000029892106 Eed:210224 Ind ID:9081653001 Ind Name:EFT File Name: Rp05529 EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/24 210224 Rp05529P Trn: 0559892106Tc	182,460.71
02/24	Orig CO Name:West Valley Wd Orig ID:9081653001 Desc Date:Prfund CO Entry Descr:Payroll Sec:CCD Trace#:021000029892103 Eed:210224 Ind ID:9081653001 Ind Name:EFT File Name: Rp0553A EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 21/02/24 210224 Rp0553AZ Trn: 0559892103Tc	850.46



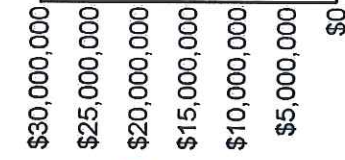
WEST VALLEY WATER DISTRICT
 ACCOUNT NUMBER: 001051000598

Page 1 of 21
 February 1, 2021 to February 28, 2021

MARKET VALUE SUMMARY

	Current Period 02/01/21 to 02/28/21	Year-to-Date 01/01/21 to 02/28/21
Beginning Market Value	\$24,172,149.31	\$24,189,852.09
Taxable Interest	20,785.62	36,950.52
Fees and Expenses	-201.43	-403.01
Cash Receipts	400,000.00	400,000.00
Long Term Gains/Losses	9,677.50	9,677.50
Short Term Gains/Losses	-4.65	-4.65
Change in Investment Value	-147,965.56	-181,627.01
Ending Market Value	\$24,454,445.44	\$24,454,445.44

Change: 282,296.13



Beginning MV
 \$24,172,149.31

Ending MV
 \$24,454,445.44



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CASH DISBURSEMENTS REPORT - FEBRUARY 2021

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:

None.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jv

ATTACHMENT(S):

1. 2021 February Cash Disbursements Board Report
2. 2021 February Cash Disbursement Payroll Board Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5157	ABF PRINTS INC	BUSINESS CARDS	\$ 48.49	
5158	ALBERT A WEBB ASSOCIATES	Santa Ana Avenue Water Main Phase 1		\$ 51.50
5158	ALBERT A WEBB ASSOCIATES	Bloomington 3C - Waterline		\$ 3,039.50
5158	ALBERT A WEBB ASSOCIATES	Bloomington 3C - Waterline		\$ 6,892.25
5159	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
5159	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
5159	ARROWHEAD UNITED WAY	Gina Bertoline	\$ 5.00	
5160	CHANDLER ASSET MANAGEMENT	SERVICES JANUARY 2021	\$ 418.79	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 344.00	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 204.50	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 172.50	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 69.00	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 69.00	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 34.50	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 34.50	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 448.50	
5161	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 827.50	
5162	ENGINEERING RESOURCES INC	Task Order #2 Casmalia Water Line Replacement		\$ 14,033.00
5162	ENGINEERING RESOURCES INC	Task Order #2 Casmalia Water Line Replacement		\$ 3,619.00
5162	ENGINEERING RESOURCES INC	Engineering Design 1.0 MG Reservoir @Lord Ranch		\$ 6,957.50
5162	ENGINEERING RESOURCES INC	LORD RANCH SITE GRADING & PAVEMENT 4/19/18		\$ 3,782.50
5163	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease Vehicles 01/06/21	\$ 3,376.27	
5163	ENTERPRISE FLEET MANAGEMENT INC	Enterprise Lease Vehicles 01/06/21	\$ 594.94	
5164	HACH COMPANY	FBR SUPPLIES	\$ 178.00	
5165	HASA INC.	HASA Blanket PO - Wells With Out Treatment	\$ 221.21	
5165	HASA INC.	HASA Blanket PO - Wells With Out Treatment	\$ 169.08	
5165	HASA INC.	HASA Blanket PO - Wells With Out Treatment	\$ 169.08	
5166	LIEBERT CASSIDY WHITMORE	LEGAL FEES NOVEMBER 2020	\$ 2,356.00	
5167	LONG, LEON	MEDICARE PART B REIMB-OCT 2020	\$ 144.60	
5168	LONG, MARVALINE	MEDICARE PART B REIMB-OCT TO DEC 2020	\$ 433.80	
5169	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 32.94	
5169	MCMaster-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 27.07	
5169	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 369.10	
5169	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 147.78	
5169	MCMaster-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 330.49	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 183.26	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 295.80	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 350.52	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 409.08	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 271.23	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 204.20	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 486.10	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 330.84	
5169	MCMaster-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 483.35	
5170	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$ 39.96	
5171	PLANETBIDS, INC.	CERTIFICATE MGMT MODULE-11/2/20-3/6/21	\$ 1,689.00	
5172	Q AIR-CALIFORNIA	FBR P.M. CONTRACT AND BLOWERS	\$ 2,331.66	
5172	Q AIR-CALIFORNIA	Emergency Repair to FBR Air Compressor	\$ 2,361.85	
5173	RAMCO RECYCLED AGGREGATE MATERIALS	Disposal of Excavated Materials	\$ 250.00	
5174	SHARP EXTERMINATOR COMPANY	JANUARY SERVICES	\$ 185.00	
5175	AIR & HOSE SOURCE INC	MAINTENANCE REPAIRS	\$ 198.87	
5175	AIR & HOSE SOURCE INC	VENDING MACHINE RESTOCK	\$ 71.42	
5176	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Services for District	\$ 5,760.00	
5176	CALIFORNIA LANDSCAPE & DESIGN INC.	Landscape Services for District	\$ 1,540.00	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5177	CRB SECURITY SOLUTIONS	District Security Alarms	\$ 527.98	
5178	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-10272 S CEDAR PL	\$ 112.71	
5178	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL-18451 VINEYARD AVE	\$ 112.71	
5179	FASTENAL COMPANY	SUPPLIES FOR REPAIRS	\$ 254.02	
5179	FASTENAL COMPANY	TOOLS FOR METER DEPT	\$ 84.73	
5179	FASTENAL COMPANY	SHOP SAFETY SUPPLIES	\$ 71.12	
5179	FASTENAL COMPANY	VENDING MACHINE RESTOCK	\$ 350.88	
5179	FASTENAL COMPANY	VENDING MACHINE RESTOCK	\$ 365.44	
5179	FASTENAL COMPANY	VENDING MACHINE RESTOCK	\$ 374.73	
5180	INFOSEND INC	BILLS POSTAGE/PRINTING JAN 2020 (PARTIAL)	\$ 678.01	
5180	INFOSEND INC	BILLS POSTAGE/PRINTING JAN 2020 (PARTIAL)	\$ 2,058.58	
5181	LIEBERT CASSIDY WHITMORE	LEGAL FEES-DECEMBER 2020	\$ 1,634.00	
5182	MCMASTER-CARR SUPPLY COMPANY	WTP-HIGH SPEED FLOOR BUMISHER	\$ 1,688.86	
5183	RAMCO RECYCLED AGGREGATE MATERIALS	Type 2 Base for Backfill	\$ 46.74	
5183	RAMCO RECYCLED AGGREGATE MATERIALS	Disposal of Excavated Materials	\$ 250.00	
5184	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 01/12/21	\$ 225.00	
5184	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 01/12/21	\$ 200.00	
5185	SB VALLEY MUNICIPAL	BLF SEPTEMBER 2020	\$ 2,200.00	
5185	SB VALLEY MUNICIPAL	BLF SEPTEMBER 2020	\$ 26,794.07	
5185	SB VALLEY MUNICIPAL	BLF SEPTEMBER 2020	\$ 32,446.60	
5185	SB VALLEY MUNICIPAL	BLF ELECTRIC BILL-07/31/20-08/31/20	\$ 50,929.89	
5186	VELASQUEZ, JOSE	RENEWAL WATER USE EFFICIENCY 1 CERTIFICATION	\$ 100.00	
5187	VULCAN MATERIALS COMPANY	Temporary Asphalt	\$ 691.11	
5188	ALBERT A WEBB ASSOCIATES	18" Trans Main Crossing I15_Citrus to Lytle Creek		\$ 4,822.50
5189	CARRILLO, JOHN	EAL PROGRAM REIMBURSEMENT	\$ 320.00	
5190	HASA INC.	WTP CHEMICALS	\$ 3,037.48	
5191	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 41.15	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 326.65	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 330.62	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 466.93	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 385.04	
5191	MCMASTER-CARR SUPPLY COMPANY	Electrical work on chlorine pump	\$ 510.24	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 153.27	
5191	MCMASTER-CARR SUPPLY COMPANY	WTP SUPPLIES	\$ 52.84	
5192	OFFICE SOLUTIONS BUSINESS PRODUCTS	OFFICE SUPPLIES	\$ 158.88	
5193	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG -1/26/21	\$ 225.00	
5194	SAMBA HOLDINGS INC	HR SERVICES-DRIVER MONITORING JAN 2021	\$ 98.20	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.13	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.68	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.77	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.32	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.39	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.72	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.71	
5195	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.43	
5195	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$ 4.93	
5195	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY DEPT	\$ 4.20	
5195	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.84	
5195	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 6.05	
5195	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.44	
5195	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 97.60	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 97.60	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 105.78	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 112.25	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 112.25	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 112.25	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 112.25	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 106.22	
5195	UNIFIRST CORPORATION	WTP JANITORIAL SERVICES	\$ 112.25	
5195	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 4.99	
5195	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 5.06	
5195	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-ROEMER DEPT	\$ 4.29	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.05	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.06	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.68	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.06	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.43	
5195	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.90	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.22	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.82	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.25	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.14	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 0.01	
5195	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.68	
5195	UNIFIRST CORPORATION	UNIFORMS-ADMIN JACKET	\$ 42.02	
5195	UNIFIRST CORPORATION	HQ JANITORIAL SERVICES	\$ 285.63	
5195	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.16	
5195	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.29	
5195	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 6.03	
5195	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
5195	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.80	
5195	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
5197	MAGNIFY PRODUCTIONS	Outreach Educational Video Images	\$ 16,000.00	
5198	ABF PRINTS INC	WORK REPORTS	\$ 371.74	
5199	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 54,236.50
5199	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 8,578.50
5199	CAROLLO ENGINEERS INC	WIFIA and SRF Loan Application - Roemer Expansion		\$ 1,920.50
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 36.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 36.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 13.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 36.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 31.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 13.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 13.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 193.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 69.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 1,585.75	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 720.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 44.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 44.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 56.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 39.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 89.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 39.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 12.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 48.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 6.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 9.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 9.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 74.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 128.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 9.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 74.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 316.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 25.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 390.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 279.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 295.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 74.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 54.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 12.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 42.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 33.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 33.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 33.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 135.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 15.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 182.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 27.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 101.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 141.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 1,610.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 91.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 211.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 218.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 15.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 211.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PECHLORATE	\$ 211.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS 6&11	\$ 258.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 36.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 36.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 167.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS 6&11	\$ 140.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS 6&11	\$ 165.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 249.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 66.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 80.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 113.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 80.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 113.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 497.75	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 262.50	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 113.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 80.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 113.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 80.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 113.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 80.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 33.25	
5200	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WTP	\$ 30.00	
5203	HASA INC.	WELL#54 CHEMICALS	\$ 214.16	
5203	HASA INC.	WELL#24 CHEMICALS	\$ 112.72	
5203	HASA INC.	WELL#24 CHEMICALS	\$ 84.54	
5203	HASA INC.	WELL#1 CHEMICALS	\$ 112.72	
5203	HASA INC.	WELL#8 CHEMICALS	\$ 105.67	
5203	HASA INC.	WELL#1 CHEMICALS	\$ 164.93	
5203	HASA INC.	WELL#1 CHEMICALS	\$ 32.33	
5203	HASA INC.	WELL#30 CHEMICALS	\$ 133.85	
5203	HASA INC.	WELL#24 CHEMICALS	\$ 126.81	
5203	HASA INC.	WELL#54 CHEMICALS	\$ 276.16	
5203	HASA INC.	WTP CHEMICALS	\$ 2,429.98	
5204	SAFETY COMPLIANCE COMPANY	FIELD SAFETY TRAINING 2/9/21	\$ 225.00	
5204	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY TRAINING 2/9/21	\$ 200.00	
5205	SB VALLEY MUNICIPAL	BASELINE FEEDER DEC 2020	\$ 2,200.00	
5205	SB VALLEY MUNICIPAL	BASELINE FEEDER DEC 2020	\$ 26,794.07	
5205	SB VALLEY MUNICIPAL	BASELINE FEEDER DEC 2020	\$ 42,896.93	
5205	SB VALLEY MUNICIPAL	BASELINE FEEDER DEC 2020		\$ (21,914.24)
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.72	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.77	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.32	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.13	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.39	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.43	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.71	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.77	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.32	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.39	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.13	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.71	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.43	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.68	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.72	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.39	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.43	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 5.32	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.71	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.72	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.13	
5206	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION DEPT	\$ 4.77	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	\$ 4.20	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	\$ 4.93	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 4.93	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 4.20	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 4.20	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR TRTMT DEPT	\$ 4.93	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	\$ 9.05	
5206	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY DEPT	\$ 59.34	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 6.05	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.84	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.44	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.84	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 6.05	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.44	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.44	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 4.84	
5206	UNIFIRST CORPORATION	UNIFORMS-FBR DEPT	\$ 6.05	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.99	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.99	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.99	
5206	UNIFIRST CORPORATION	UNIFORMS-WTP DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.90	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.05	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 4.43	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5206	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.43	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.05	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.75	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.90	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 5.06	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-MAINT DEPT	\$ 4.43	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.14	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.82	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.92	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.25	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.22	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.14	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.25	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.92	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.22	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.68	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 5.00	
5206	UNIFIRST CORPORATION	UNIFORMS-METERS DEPT	\$ 4.82	
5206	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 285.63	
5206	UNIFIRST CORPORATION	JANITORIAL SERVICES	\$ 285.63	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.16	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 4.16	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.29	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.16	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING DEPT	\$ 20.62	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 6.03	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 2.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.80	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 6.03	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.80	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 6.03	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 4.80	
5206	UNIFIRST CORPORATION	UNIFORMS-PURCHASING DEPT	\$ 1.00	
79343	ACWA /JPIA	COBRA PAYMENTS	\$ 3,085.41	
79343	ACWA /JPIA	DELTA CARE DENTAL PPO	\$ 431.54	
79343	ACWA /JPIA	HEALTH INSURANCE	\$ 7,933.86	
79343	ACWA /JPIA	VISION	\$ 86.05	
79343	ACWA /JPIA	DELTA CARE DENTAL HMO	\$ 851.49	
79343	ACWA /JPIA	DELTA CARE DENTAL PPO	\$ 5,991.29	
79343	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 176.12	
79343	ACWA /JPIA	HEALTH INSURANCE	\$ 123,144.52	
79343	ACWA /JPIA	VISION	\$ 1,273.54	
79343	ACWA /JPIA	EE ADJUSTMENTS	\$ 3,033.33	
79343	ACWA /JPIA	RETIREE - HEALTH	\$ 26,340.68	
79343	ACWA /JPIA	RETIREE - DENTAL	\$ 1,579.10	
79343	ACWA /JPIA	RETIREE - VISION	\$ 516.30	
79344	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$ 198.40	
79345	AT&T	WTP FIRE SVC	\$ 128.14	
79345	AT&T	CIRCUIT LINES-01-19-21 TO 02-18-21	\$ 881.82	
79345	AT&T	CIRCUIT LINES-1/19/21-2/18/21	\$ 1,795.12	
79346	AT&T LONG DISTANCE	WTP LONG DISTANCE-JANUARY	\$ 24.14	
79347	AUTOMATED GATE SERVICES INC	WTP GATE REPAIR	\$ 443.00	
79348	BLAINE TECH SERVICES INC	Snap Sampling For FBR	\$ 840.00	
79349	CHAMBERLAYNEPR	Professional Services Communications Consultant	\$ 7,500.00	
79349	CHAMBERLAYNEPR	Professional Services Communications Consultant	\$ 7,500.00	
79350	CITY OF FONTANA	2021 ANNUAL PERMIT FEE-ELPT21-000105	\$ 186.00	
79351	CITY OF RIALTO	UTILITY USER TAX -JANUARY 2021	\$ 43,619.39	
79351	CITY OF RIALTO	UTILITY USER TAX -JANUARY 2021	\$ (179.81)	
79352	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 786.67	
79352	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 263.77	
79352	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 786.56	
79352	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 263.71	
79353	CONTROL TEMP INC	KITCHEN REPAIRS	\$ 99.00	
79354	DIGITAL IMAGE SOLUTIONS, LLC	COPIERS MAINT	\$ 158.52	
79355	EL RIVINO INDUSTRIAL I LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 4,050.00
79355	EL RIVINO INDUSTRIAL I LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 3,720.00
79355	EL RIVINO INDUSTRIAL I LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 67,678.72
79355	EL RIVINO INDUSTRIAL I LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 970.75
79355	EL RIVINO INDUSTRIAL I LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 4,716.56
79356	EMC CORORATION	EMC Data Domain Disaster Recovery(DDVE) 2020	\$ 794.69	
79356	EMC CORORATION	EMC Data Domain Disaster Recovery(DDVE) 2020	\$ 15,106.80	
79356	EMC CORORATION	EMC Data Domain Disaster Recovery(DDVE) 2020	\$ 1,141.08	
79358	HARMSCO INC	Filters for Production and Treatment	\$ 6,709.80	
79358	HARMSCO INC	Filters for Production and Treatment	\$ 7,957.28	
79359	HOME DEPOT	TOOL ROOM-MISC TOOLS	\$ 39.13	
79360	INLAND DESERT SECURITY	ANSWERING SERVICE-JANUARY	\$ 604.69	
79361	INLAND EMPIRE UTILITIES AGENCY	METER EQUIVALENT CHG 12/01/20-12/31/20	\$ 3,140.80	
79361	INLAND EMPIRE UTILITIES AGENCY	CAPACITY CHG 12/01/20-12/31/20	\$ 1,320.00	
79362	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 10,755.00	
79363	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 41.10	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
79364	LEGAL SHIELD	LEGALSHIELD	\$ 291.51	
79364	LEGAL SHIELD	LEGALSHIELD	\$ 320.39	
79365	LIZETT SANTORO	NOTARY RENEWAL-LIZETT SANTORO	\$ 103.00	
79366	LOWES	CONCRETE AND LUMBER	\$ 308.43	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	AD&D	\$ 0.70	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	DEPENDENT LIFE	\$ 4.80	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	LIFE INSURANCE	\$ 13.95	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	LONG TERM DISABILITY	\$ 21.27	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	AD&D	\$ 87.86	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	DEPENDENT LIFE	\$ 75.60	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	LIFE INSURANCE	\$ 1,757.20	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	LONG TERM DISABILITY	\$ 2,498.39	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	EMPLOYEE AFTER-TAX	\$ 778.41	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	EMPLOYEE AFTER-TAX	\$ 778.29	
79367	MUTUAL OF OMAHA INSURANCE COMPANY	EE ADJUSTMENTS	\$ 219.13	
79368	OLDCASTLE INFRASTRUCTURE INC	Meter Lids for Inventory 12/08/20	\$ 4,788.95	
79368	OLDCASTLE INFRASTRUCTURE INC	Meter Lids for Inventory 12/08/20	\$ 7,804.56	
79368	OLDCASTLE INFRASTRUCTURE INC	Meter Lids for Inventory 12/08/20	\$ 7,817.80	
79368	OLDCASTLE INFRASTRUCTURE INC	Meter Lids for Inventory 12/08/20	\$ 3,605.53	
79369	PACK N MAIL	CUSTOMER SVCS-JANUARY 2021	\$ 157.00	
79370	QUADIENT FINANCE USA INC	POSTAGE METER	\$ 47.62	
79371	R&S OVERHEAD DOORS OF INLAND EMPIRE INC	REPAIR ROLL UP DOOR	\$ 358.50	
79372	RIALTO WATER SERVICES	WTP SEWER-11/30/20-12/31/20	\$ 67.17	
79373	ROBERT D NIEHAUS INC	CAPACITY CHARGE STUDY	\$ 5,642.50	
79374	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
79375	SB COUNTY AUDITOR/CONTROLLER OFFICE	CONFIRMATION REQUEST SVC FY 2020	\$ 136.00	
79376	SC COMMERCIAL LLC	Emergency Fueling for Generators 01/20/21	\$ 517.73	
79376	SC COMMERCIAL LLC	Emergency Fueling for Generators 01/20/21	\$ 922.82	
79376	SC COMMERCIAL LLC	Emergency Fueling for Generators 01/20/21	\$ 450.55	
79377	SLOVER DC LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 2,700.00
79377	SLOVER DC LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 720.00
79377	SLOVER DC LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 12,005.10
79377	SLOVER DC LLC	REFUNDS-CONTINGENCY/METER/VALVE/INSPECTION		\$ 2,440.23
79378	STATE OF CALIFORNIA FRANCHISE TAX	GARNISHMENT	\$ 390.79	
79379	STATE WATER RESOURCES CONTROL BOARD	D3 RENEWAL-BRIAN GRUBERT	\$ 90.00	
79380	TIME WARNER CABLE	CABLE/INTERNET	\$ 303.55	
79381	TYLER TECHNOLOGIES INC	UTILITY BILLING ONLINE COMPONENT-ANNUAL FEE	\$ 4,128.00	
79382	UNDERGROUND SERVICE ALERT	Dig Alert 12/1/20	\$ 518.20	
79383	USA BLUEBOOK	DR300 Chlorine Pocket Colorimeter	\$ 517.78	
79383	USA BLUEBOOK	PACKING TOOL SET WITH STORAGE	\$ 339.62	
79384	VERIZON WIRELESS PHONES	CELL PHONES/IPADS/INTERNET/EQUIP-DEC23 TO JAN22	\$ 4,332.25	
79384	VERIZON WIRELESS PHONES	CELL PHONES	\$ 51.45	
79384	VERIZON WIRELESS PHONES	CELL PHONES/IPADS/INTERNET/EQUIP-DEC23 TO JAN22	\$ 431.95	
79384	VERIZON WIRELESS PHONES	CELL PHONES/IPADS/INTERNET/EQUIP-DEC23 TO JAN22	\$ 1,321.60	
79385	FAST SERVICE	CUSTOMER SVCS-JANUARY 2021	\$ 232.00	
79406	AMAZON.COM SALES INC	SHOP SUPPLIES	\$ 74.56	
79407	AQUA-METRIC SALES CO	Meter reading software support flexnet M2 software	\$ 2,435.00	
79408	AT&T	WTP TELEMETRY	\$ 83.02	
79409	BURRTEC WASTE INDUSTRIES INC	WTP DEC & JAN SERVICES	\$ 508.02	
79409	BURRTEC WASTE INDUSTRIES INC	HQ TRASH SVC-DEC & JAN	\$ 1,386.38	
79410	CINTAS CORPORATION	Vehicle/Bathroom/Office Elecstat Cleaning 01/28/21	\$ 1,336.80	
79410	CINTAS CORPORATION	JANITORIAL SUPPLIES	\$ 150.85	
79411	CITY OF SAN BERNARDINO	LYTLE CREEK STREAM FLOW-JANUARY 2021	\$ 23,267.97	
79411	CITY OF SAN BERNARDINO	BLF WATER-12/08/20-01/11/21	\$ 34.30	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
79412	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT-12/14/20 TO 1/13/21	\$ 5.50	
79413	EMPLOYEE RELATIONS	HR RECRUITMENT SERVICES	\$ 225.22	
79414	FAIRVIEW FORD	2021 Ford F150		\$ 24,454.94
79414	FAIRVIEW FORD	2021 Ford F150		\$ 8.75
79415	FEDEX	WATER QLTY-SHIPPING FEES	\$ 58.29	
79415	FEDEX	WTP SHIPPING FEES	\$ 815.38	
79415	FEDEX	SHIPPING FEES-WTP	\$ 806.37	
79415	FEDEX	SHIPPING FEES-WTP	\$ 257.20	
79416	GHD INC	Professional Engineering Services Roemer Expansion		\$ 99,606.60
79417	HARDY & HARPER	Annual Street Paving PO	\$ 21,799.20	
79418	INDUSTRIAL RUBBER & SUPPLY LLC	VACUUM HOSE FOR VALVE TRUCK	\$ 36.16	
79419	INDUSTRIAL TRUCK BODIES & EQUIPMENT	Modifactions to new 2 yard dump truck		\$ 527.97
79419	INDUSTRIAL TRUCK BODIES & EQUIPMENT	Modifactions to new 2 yard dump truck		\$ 565.69
79420	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 2,577.00	
79420	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 400.00	
79420	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 50.00	
79420	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 4,759.98	
79420	IVIE MCNEILL & WYATT A PROFESSIONAL CORPOR.	Prof. Services Ivie McNeill Wyatt Purcell & Diggs	\$ 1,125.00	
79421	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES-AUGUST 2020	\$ 14,452.50	
79421	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES-SEPTEMBER 2020	\$ 18,585.00	
79421	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES-OCTOBER 2020	\$ 19,842.50	
79422	MANAGEMENT PARTNERS, INCORPORATED	Recuritment Services for HR/Risk Managment	\$ 7,334.00	
79423	MURPHY, RONALD	MEDICARE PART B REIMB-OCT TO DEC 2020	\$ 433.80	
79424	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA,	HR SERVICES-PB	\$ 520.50	
79425	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 104.45	
79426	PATTON SALES CORP	MAINT SUPPLIES	\$ 333.70	
79426	PATTON SALES CORP	MAINT SUPPLIES	\$ 333.70	
79426	PATTON SALES CORP	MAINT SUPPLIES	\$ 143.63	
79427	PG MECHANICAL	CAT252B SKID STEER LOADER MAINT	\$ 415.00	
79428	RIALTO WATER SERVICES	WELL #16 WATER-11/25/20-12/30/20	\$ 30.42	
79429	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
79430	SO CALIFORNIA EDISON	BLF-12/22/20-01/23/21	\$ 101.91	
79430	SO CALIFORNIA EDISON	SO END SHOP-12/10/20-01/11/21	\$ 81.67	
79430	SO CALIFORNIA EDISON	WELL#22-12/15/20-01/14/21	\$ 12.84	
79430	SO CALIFORNIA EDISON	WELL#17 & 19920 COUNTRY CLUB--12/14/20-01/13/21	\$ 810.94	
79430	SO CALIFORNIA EDISON	WELL#17 & 19920 COUNTRY CLUB--12/14/20-01/13/21	\$ 274.70	
79430	SO CALIFORNIA EDISON	WELL# 11X-12/15/20-01/14/21	\$ 50.01	
79430	SO CALIFORNIA EDISON	WELL #6-12/14/20-01/13/21	\$ 5,777.86	
79431	THE GAS COMPANY	HQ GAS BILL-12/09/20-01/09/21	\$ 239.18	
79432	AKEL ENGINEERING GROUP INC	Hydraulic Analysis for HIP Bloomington		\$ 3,578.00
79432	AKEL ENGINEERING GROUP INC	Hydraulic Analysis for WVWD Logistics Center		\$ 4,901.00
79433	ALL PRO ENTERPRISES INC.	Bathroom Paper Goods Blanket	\$ 352.83	
79434	AQUA-METRIC SALES CO	MXUs for Inventory 01/26/21	\$ 24,874.25	
79434	AQUA-METRIC SALES CO	MXUs for Project W21004		\$ 24,874.25
79435	AT&T	TELEMETRY LINE-2/7/21-3/6/21	\$ 67.97	
79436	AT&T INTERNET	INTERNET SERVICE-2/7/21-3/6/21	\$ 100.94	
79437	AT&T MOBILITY	CELL PHONES-2/2/21-3/1/21	\$ 23.64	
79438	BAE SYSTEMS APPLIED INTELLIGENCE	EMAIL SVCS-NOVEMBER 2020	\$ 2,946.07	
79438	BAE SYSTEMS APPLIED INTELLIGENCE	EMAIL SVCS-FEBRUARY 2021	\$ 2,992.96	
79439	CALIFORNIA CHAMBER OF COMMERCE	HR MEMBERSHIP FEES-4/18/21-4/18/22	\$ 749.00	
79440	CHINO BASIN WATERMASTER	POOL ASSESSMENT FEES	\$ 793.13	
79441	CINTAS CORPORATION	Vehicle/Bathroom/Office Elecstat Cleaning 02/04/21	\$ 1,336.80	
79442	CLIFTON LARSON ALLEN	Treasurer's Report- OCT 2020	\$ 2,625.00	
79442	CLIFTON LARSON ALLEN	Treasurer's Report- NOV 2020	\$ 2,625.00	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
79442	CLIFTON LARSON ALLEN	Treasurer's Report- SEPT 2020	\$ 2,625.00	
79443	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-12/22/20-01/26/21	\$ 358.90	
79444	CONTROL TEMP INC	HQ MAINTENANCE	\$ 206.03	
79445	CORE & MAIN LP	Replacement Pipe For Stock	\$ 1,238.55	
79446	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT-01/04/21-02/03/21	\$ 108.32	
79446	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINT-01/05/21-02/04/21	\$ 303.19	
79447	DLT SOLUTIONS LLC	AutoCAD - including specialized toolsets Gov	\$ 638.01	
79448	FAIRVIEW FORD	Vehicle Repair to unit 214	\$ 1,477.70	
79449	FH II, LLC	FRONTAGE CHARGE REIMBURSEMENT		\$ 3,300.00
79450	FMB TRUCK OUTFITTERS, INC.	HITCH FOR TRAILER	\$ 66.70	
79451	GARDA CL WEST INC	ARMORED TRANSPORTATION FEE FOR FEB 2021	\$ 206.35	
79452	GRAINGER INC	WTP SUPPLIES	\$ 144.40	
79452	GRAINGER INC	WTP SUPPLIES	\$ 156.17	
79452	GRAINGER INC	WTP SUPPLIES	\$ 36.85	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 19,984.50	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 20,014.50	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 21,567.00	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 20,592.00	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 19,599.00	
79453	HARDY & HARPER	Annual Street Paving PO	\$ 21,256.00	
79454	HIDALGO, ALLAN B	EAL PROGRAM REIMBURSEMENT	\$ 146.00	
79455	HOME DEPOT	WTP SUPPLIES	\$ 326.61	
79455	HOME DEPOT	WTP SUPPLIES	\$ 292.95	
79456	INDUSTRIAL RUBBER & SUPPLY LLC	MAINTENANCE DEPT SUPPLIES	\$ 43.15	
79457	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 2.13	
79457	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 4.30	
79457	JOHNSON'S HARDWARE INC	WTR QLTY SUPPLIES	\$ 34.46	
79457	JOHNSON'S HARDWARE INC	MAINTENANCE DEPT SUPPLIES	\$ 46.48	
79457	JOHNSON'S HARDWARE INC	MAINTENANCE DEPT SUPPLIES	\$ 21.71	
79458	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	COPIER MAINT-12/29/20-01/05/21	\$ 4.08	
79458	KONICA MINOLTA BUSINESS SOLUTIONS USA INC	COPIER MAINT 1/6/21-1/28/21	\$ 373.28	
79459	LOWES	WTP SUPPLIES	\$ 341.56	
79460	MACKAMUL, ROBERT	AWWA WATER USE EFFICIENCY 1 RENEWAL	\$ 100.00	
79461	OLDCASTLE INFRASTRUCTURE INC	INVENTORY STOCK	\$ 191.56	
79462	O'REILLY AUTO PARTS	VEHICLE PARTS	\$ 51.06	
79462	O'REILLY AUTO PARTS	VEHICLES MAINT	\$ 208.43	
79463	QUINN COMPANY	MAINTENANCE SUPPLIES	\$ 165.88	
79463	QUINN COMPANY	PARTS FOR SKIDSTEER	\$ 270.84	
79463	QUINN COMPANY	BATTERY CORE CREDIT	\$ (43.50)	
79463	QUINN COMPANY	RETURNED MAINTENANCE PARTS	\$ (165.88)	
79463	QUINN COMPANY	RETURNED PARTS	\$ (1.40)	
79464	RIALTO WATER SERVICES	WELLHEAD TRTMT SEWER-12/16/20-01/20/21	\$ 67.17	
79464	RIALTO WATER SERVICES	WELL#16 WATER-12/30/20-01/27/21	\$ 30.42	
79464	RIALTO WATER SERVICES	HQ WATER SVC-12/16/20-01/20/21	\$ 117.37	
79465	ROBERT D NIEHAUS INC	ENGINEERING SERVICES	\$ 2,673.30	
79466	RYAN HERCO PRODUCTS CORP	WTP SUPPLIES	\$ 295.25	
79466	RYAN HERCO PRODUCTS CORP	WTP SUPPLIES	\$ 431.77	
79466	RYAN HERCO PRODUCTS CORP	WTP SUPPLIES	\$ 431.77	
79466	RYAN HERCO PRODUCTS CORP	WTP SUPPLIES	\$ 295.68	
79467	SC COMMERCIAL LLC	Gasoline Order 02/10/21	\$ 10,798.12	
79468	SCELZI ENTERPRISES, INC	Tool Bins For Truck 202	\$ 778.82	
79468	SCELZI ENTERPRISES, INC	Tool Bins For Truck 202	\$ 1,602.45	
79468	SCELZI ENTERPRISES, INC	Tool Bins For Truck 202	\$ 1,802.46	
79468	SCELZI ENTERPRISES, INC	Undermounted steps for truck 189	\$ 1,890.58	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
79469	SO CALIFORNIA EDISON	WTP ELECTRICITY-12/31/20-02/01/21	\$ 47,975.79	
79470	THE GAS COMPANY	WTP GAS-01/05/21-02/03/21	\$ 80.32	
79471	UNDERGROUND SERVICE ALERT	NEW TICKET CHARGES-270	\$ 455.50	
79472	USA BLUEBOOK	WTP-Chlorine reagents	\$ 517.78	
79472	USA BLUEBOOK	WTP SUPPLIES	\$ 426.80	
79473	VERIZON CONNECT NWF INC	CONTRACTS/LICENSES-JAN 2020	\$ 679.98	
79474	YO FIRE	Stock Order 12/03/20	\$ 53.88	
79474	YO FIRE	Stock Order 12/03/20	\$ 7,811.88	
79474	YO FIRE	Stock Order 12/03/20	\$ 6,012.41	
79474	YO FIRE	Stock Order 12/03/20	\$ 1,099.05	
79474	YO FIRE	Stock Order 12/03/20	\$ 857.69	
79474	YO FIRE	Stock Order 12/03/20	\$ 269.38	
79474	YO FIRE	Stock Order 12/03/20	\$ 258.60	
79474	YO FIRE	Stock Order 12/03/20	\$ 258.60	
79474	YO FIRE	Stock Order 12/03/20	\$ 247.83	
79474	YO FIRE	Stock Order 12/03/20	\$ 213.35	
79474	YO FIRE	Stock Order 12/03/20	\$ 107.75	
79474	YO FIRE	Stock Order 12/03/20	\$ 102.36	
79474	YO FIRE	Stock Order 12/03/20	\$ 64.65	
79474	YO FIRE	Stock Order 12/03/20	\$ 53.88	
79474	YO FIRE	Stock Order 12/03/20	\$ 12.93	
79474	YO FIRE	Stock Order 12/03/20	\$ 484.88	
79474	YO FIRE	Stock Order 12/03/20	\$ 10.78	
79474	YO FIRE	Stock Order 12/03/20	\$ 19.40	
79474	YO FIRE	Stock Order 12/03/20	\$ 129.30	
79474	YO FIRE	Stock Order 12/03/20	\$ 21.55	
79474	YO FIRE	Stock Order 12/03/20	\$ 43.10	
79474	YO FIRE	Stock Order 12/03/20	\$ 16.16	
79474	YO FIRE	Stock Order 12/03/20	\$ 446.08	
79474	YO FIRE	Stock Order 12/03/20	\$ 808.13	
79474	YO FIRE	Stock Order 12/03/20	\$ 49.57	
79474	YO FIRE	SHOP SUPPLIES	\$ 338.66	
79474	YO FIRE	SHOP SUPPLIES	\$ 306.01	
79474	YO FIRE	SHOP SUPPLIES	\$ 413.76	
79479	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$ 280.00	
79479	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$ 1,166.40	
79479	ALL PRO ENTERPRISES INC.	Monthly Janitorial Services FY 20-21	\$ 2,797.24	
79480	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 271.93	
79481	Andrews, Paul B	EAL REIMBURSEMENT	\$ 415.00	
79482	APPLIED TECHNOLOGY GROUP INC	PS 4-3 Radio Survey		\$ 1,287.84
79483	AQUA-METRIC SALES CO	METERS SHOP SUPPLIES	\$ 45.38	
79484	AUTOMATED GATE SERVICES INC	WTP GATE REPAIR	\$ 217.50	
79484	AUTOMATED GATE SERVICES INC	GATE REPAIR AT HQ	\$ 250.00	
79485	CONTROL TEMP INC	Repairs to East Kitchen Heater	\$ 750.00	
79486	FIRST AMERICAN TITLE COMPANY	TITLE REPORT APN 026-401-251 / 253/242		\$ 1,500.00
79487	GEOSCIENCE SUPPORT SVCS INC	Bunker Hill Well Siting Evaluation		\$ 5,118.50
79488	HARDY & HARPER	Final Pave/T- Cut for temp patches 1/28/21-2/5/21	\$ 22,984.00	
79489	HOME DEPOT	WTP SUPPLIES	\$ 448.74	
79490	ICON INC. GENERAL CONTRACTORS	Central Offices WVWD Logo Sign & Planter Box	\$ 18,578.00	
79491	JIMENEZ, GARY R	SAFETY BOOTS REIMB	\$ 225.00	
79492	JOHNSON'S HARDWARE INC	PVC PARTS FOR TANK	\$ 10.71	
79492	JOHNSON'S HARDWARE INC	PVC PARTS FOR AIR VAC	\$ 23.66	
79493	LOWES	CONCRETE PALLET FOR FIRE HYDRANT PADS	\$ 183.89	
79494	MCCALLS METERS INC	Large Meter Testing	\$ 8,573.14	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2021

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
79495	STERLING WATER TECHNOLOGIES LLC	SWT 2000 (ACH)	\$ 12,587.90	
79496	TYLER TECHNOLOGIES INC	LICENSE & MAINTENANCE FEES 1-1-21 TO 12-31-21		\$ 6,875.00
79497	UNDERGROUND SERVICE ALERT	TICKETS-USA FEES	\$ 233.11	
79498	WATER EDUCATION FOR LATINO LEADERS	WELL WEBINAR SPONSORSHIP 2021	\$ 2,500.00	
79499	YO FIRE	TOOLS FOR MAINT DEPT	\$ 48.49	
79512	HJC LAW GROUP APC	SETTLEMENT AGREEMENT	\$ 450,000.00	
DFT0001498	PETTY CASH	ADMIN MEALS/OFFICE SUPP/POSTAGE		\$ 200.00
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 85.68	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 161.92	
DFT0001498	PETTY CASH	ADMIN MEALS/OFFICE SUPP/POSTAGE	\$ 292.66	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 37.66	
DFT0001498	PETTY CASH	ADMIN MEALS/OFFICE SUPP/POSTAGE	\$ 119.11	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 80.75	
DFT0001498	PETTY CASH	ADMIN MEALS/OFFICE SUPP/POSTAGE	\$ 8.00	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 5.15	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 29.00	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 203.70	
DFT0001498	PETTY CASH	ADMIN MEALS/OFFICE SUPP/POSTAGE	\$ 0.23	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 12.87	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 0.30	
DFT0001498	PETTY CASH	MEALS/REP&MAINT/COMPUTER&OFFICE SUPPLIES	\$ 29.97	
SUBTOTALS			1,523,869.95	361,818.91
GRAND TOTAL				1,885,688.86

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2020 - 2021**

Report Month	Description	From	To	Gross Wages Paid
July 2020	Pay Period #14	06/13/20	06/26/20	261,597.02
July 2020	Monthly Pay Period #7	06/01/19	06/30/19	7,810.34
July 2020	Manual Check	06/27/20	07/02/19	1,706.34
July 2020	Manual Check	06/27/19	07/06/19	832.04
July 2020	Pay Period #15	06/27/20	07/10/20	272,469.48
July 2020	Pay Period #16	07/11/20	07/24/20	270,538.64
Total for July 2020				814,953.86
August 2020	Monthly Pay Period #8	07/01/20	07/31/20	6,961.39
August 2020	Pay Period #17	07/25/20	08/07/20	271,635.85
August 2020	Manual Check	08/08/20	08/20/20	42,094.20
August 2020	Manual Check	08/08/20	08/20/20	3,081.90
August 2020	Pay Period #18	08/08/20	08/21/20	271,942.01
Total for August 2020				595,715.35
September 2020	Manual Check	08/22/20	09/02/20	585.60
September 2020	Monthly Pay Period #9	08/01/20	08/30/20	6,961.39
September 2020	Pay Period #19	08/22/20	09/04/20	267,659.14
September 2020	Pay Period #20	09/05/20	09/18/20	264,909.70
September 2020	Manual Check	09/19/20	09/24/20	43,096.15
Total for September 2020				583,211.98
October 2020	Monthly Pay Period #10	09/01/20	09/30/20	8,319.71
October 2020	Pay Period #21	09/19/20	10/02/20	305,686.46
October 2020	Manual Check	09/19/20	10/21/20	55,680.19
October 2020	Pay Period #22	10/03/20	10/16/20	256,813.65
Total for October 2020				618,180.30
November 2020	Pay Period #23	10/17/20	10/30/20	284,620.77
November 2020	Monthly Pay Period #11	10/01/20	10/31/20	7,131.18
November 2020	Manual Check	10/31/19	11/06/20	2,799.42
November 2020	Pay Period #24	10/31/20	11/13/20	326,367.63
Total for November 2020				620,919.00
	1/28/2021 A/EFT			841,668.00
December 2020	Pay Period #25	11/14/20	11/27/20	262,546.12
December 2020	Monthly Pay Period #12	11/01/20	11/30/20	6,112.44
December 2020	Manual Check	11/28/20	12/09/20	3,188.80
December 2020	Pay Period #26	11/28/20	12/11/20	279,413.49
December 2020	Pay Period #27	12/12/20	12/25/20	284,514.87
Total for December 2020				835,775.72

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2020 - 2021**

Report Month	Description	From	To	Gross Wages Paid
January 2021	Pay Period #1	12/25/20	01/08/21	286,690.06
January 2021	Monthly Pay Period #1	12/01/20	12/31/20	5,772.86
January 2021	Pay Period #2	01/08/21	01/22/21	288,150.80
	Total for January 2021			<u>580,613.72</u>
February 2021	Monthly Pay Period #2	01/01/21	01/31/21	6,791.60
February 2021	Pay Period #3	01/22/21	02/06/21	291,573.84
February 2021	Pay Period #4	02/06/21	02/19/21	276,710.70
February 2021	Manual Check	02/06/21	02/24/21	2,261.56
February 2021	Manual Check	02/19/21	02/25/21	4,692.90
	Total for February 2021			<u>582,030.60</u>

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
FEBRUARY 2021**

Date	Item	Check No. or EFT	Amount
02/04/21	Monthly Pay Period #2	none	
02/11/21	Pay Period #3	8826	1,850.21
02/25/21	Pay Period #4	8827-8828	3,232.14
02/25/21	Manual Check	none	
02/25/21	Manual Check	8829	3,259.08
	Total Checks		<u>8,341.43</u>
02/04/21	Monthly Pay Period #2 Direct Deposits	EFT	5,947.57
02/04/21	Federal Tax Withheld Social Security & Medicare	EFT	1,343.49
02/04/21	State Tax Withheld and State Disability Insurance	EFT	20.09
02/11/21	Pay Period #4 Direct Deposits	EFT	195,348.50
02/11/21	Federal Tax Withheld Social Security & Medicare	EFT	73,638.03
02/11/21	State Tax Withheld and State Disability Insurance	EFT	16,135.92
02/11/21	Lincoln Deferred Compensation Withheld	EFT	12,752.38
02/11/21	Lincoln - Employer Match Benefit	EFT	3,200.00
02/11/21	Nationwide Deferred Compensation Withheld	EFT	2,893.22
02/11/21	Nationwide - Employer Match Benefit	EFT	775.00
02/11/21	Nationwide - 401a Employer Match Benefit	EFT	400.00
02/11/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,663.38
02/11/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,916.99
02/11/21	California State Disbursement	EFT	638.31
02/25/21	Pay Period #5 Direct Deposits	EFT	182,460.71
02/25/21	Federal Tax Withheld Social Security & Medicare	EFT	71,268.07
02/25/21	State Tax Withheld and State Disability Insurance	EFT	15,052.92
02/25/21	Lincoln Deferred Compensation Withheld	EFT	12,554.64
02/25/21	Lincoln - Employer Match Benefit	EFT	3,125.00
02/25/21	Nationwide Deferred Compensation Withheld	EFT	2,893.22
02/25/21	Nationwide - Employer Match Benefit	EFT	775.00
02/25/21	Nationwide - 401a Employer Match Benefit	EFT	400.00
02/25/21	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,543.76
02/25/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	16,575.44
02/25/21	California State Disbursement	EFT	638.31
02/25/21	Manual Payment Direct Deposit	EFT	850.46
02/25/21	Federal Tax Withheld Social Security & Medicare	EFT	519.31
02/25/21	State Tax Withheld and State Disability Insurance	EFT	77.63
02/25/21	Lincoln Deferred Compensation Withheld	EFT	500.00
02/25/21	Lincoln - Employer Match Benefit	EFT	75.00
02/25/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	633.71
02/25/21	Federal Tax Withheld Social Security & Medicare	EFT	1,424.70
02/25/21	State Tax Withheld and State Disability Insurance	EFT	263.06
02/25/21	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	225.98
	Total EFT		<u>692,529.80</u>
	Grand Total Payroll Cash		<u>700,871.23</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: MONTHLY REVENUE & EXPENDITURES REPORT - FEBRUARY 2021

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 1st through February 28th. 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:

None.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:jv

ATTACHMENT(S):

1. 2021 February Monthly Revenue & Expenditures Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD



West Valley Water District, CA

Budget Report

Group Summary

For Fiscal: 2020-2021 Period Ending: 02/28/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	15,656,126.20	15,656,126.20	1,168,631.23	13,851,946.70	0.00	-1,804,179.50	88.48 %
4010 - Water service charges	6,299,071.01	6,299,071.01	656,819.89	5,137,826.61	0.00	-1,161,244.40	81.56 %
4020 - Other operating revenue	3,043,643.97	3,043,643.97	427,355.82	1,850,563.31	0.00	-1,193,080.66	60.80 %
4030 - Property Taxes	1,773,000.00	1,773,000.00	40,082.41	1,582,320.86	0.00	-190,679.14	89.25 %
4040 - Interest & Investment Earnings	337,500.00	337,500.00	-145,038.78	-21,130.44	0.00	-358,630.44	6.26 %
4050 - Rental Revenue	30,000.00	30,000.00	2,954.62	23,636.96	0.00	-6,363.04	78.79 %
4060 - Grants and Reimbursements	0.00	0.00	0.00	17,984.57	0.00	17,984.57	0.00 %
4070 - Gain on Sale of Capital Assets	0.00	0.00	0.00	31,000.00	0.00	31,000.00	0.00 %
4080 - Other Non-Operating Revenue	10,820.00	10,820.00	2,529.65	12,660.70	0.00	1,840.70	117.01 %
Revenue Total:	27,150,161.18	27,150,161.18	2,153,334.84	22,486,809.27	0.00	-4,663,351.91	82.82 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 02/28/2021

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Expense							
4030 - Property Taxes	0.00	0.00	0.00	-1.35	0.00	1.35	0.00 %
5110 - Source Of Supply	1,660,958.00	1,660,958.00	103,865.43	910,787.15	990.52	749,180.33	54.89 %
5210 - Production	3,293,040.00	3,453,040.00	176,623.77	2,320,287.72	50,739.67	1,082,012.61	68.66 %
5310 - Water Quality	689,330.00	689,330.00	32,713.47	300,889.01	15,220.78	373,220.21	45.86 %
5320 - Water Treatment - Perchlorate	272,500.00	272,500.00	2,986.70	124,085.09	1,230.94	147,183.97	45.99 %
5350 - Water Treatment - FBR/FXB	2,095,343.32	1,872,843.32	55,669.32	549,695.89	109,743.85	1,213,403.58	35.21 %
5390 - Water Treatment - Roemer/Arsenic	1,798,960.00	1,854,960.00	129,562.90	1,056,859.79	143,431.55	654,668.66	64.71 %
5410 - Maintenance - T & D	2,322,909.00	2,322,909.00	259,302.86	1,202,096.70	64,871.55	1,055,940.75	54.54 %
5510 - Customer Service	1,156,520.00	1,156,520.00	76,358.68	694,703.14	0.00	461,816.86	60.07 %
5520 - Meter Reading	991,555.00	991,555.00	62,191.56	474,273.45	17,150.74	500,130.81	49.56 %
5530 - Billing	507,950.00	507,950.00	23,110.09	224,344.00	96,839.08	186,766.92	63.23 %
5610 - Administration	1,980,910.00	2,060,590.00	162,258.93	999,843.63	35,847.40	1,024,898.97	50.26 %
5615 - General Operations	2,217,094.00	2,232,094.00	72,896.13	1,147,201.78	100,660.32	984,231.90	55.91 %
5620 - Accounting	828,088.00	828,088.00	56,440.38	510,397.81	1,500.00	316,190.19	61.82 %
5630 - Engineering	1,414,710.00	1,414,710.00	108,803.46	804,920.61	6,091.20	603,698.19	57.33 %
5640 - Business Systems	1,145,298.00	1,145,298.00	98,198.08	674,126.05	26,327.67	444,844.28	61.16 %
5645 - GIS	227,200.00	227,200.00	9,868.48	115,979.94	0.00	111,220.06	51.05 %
5650 - Board Of Directors	269,900.00	269,900.00	26,218.40	149,865.77	14,250.00	105,784.23	60.81 %
5660 - Human Resources/Risk Management	826,979.00	738,799.00	51,437.14	383,364.46	25,456.90	329,977.64	55.34 %
5680 - Purchasing	629,574.30	629,574.30	41,076.44	412,803.79	0.00	216,770.51	65.57 %
5710 - Public Affairs	1,027,136.00	1,027,136.00	63,112.34	404,233.71	200,995.57	421,906.72	58.92 %
5720 - Grants & Rebates	41,000.00	41,000.00	0.00	10,035.24	0.00	30,964.76	24.48 %
6200 - Interest Expense	978,450.00	978,450.00	0.00	199,479.94	0.00	778,970.06	20.39 %
6800 - Other Non-Operating Expense	0.00	0.00	450,000.00	700,000.00	0.00	-700,000.00	0.00 %
Expense Total:	26,375,404.62	26,375,404.62	2,062,694.56	14,370,273.32	911,347.74	11,093,783.56	57.94 %
Report Surplus (Deficit):	774,756.56	774,756.56	90,640.28	8,116,535.95	-911,347.74	6,430,431.65	929.99 %

Budget Report

For Fiscal: 2020-2021 Period Ending: 02/28/2021

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)
100 - Water Operations Fund	774,756.56	774,756.56	90,640.28	8,116,535.95	-911,347.74	6,430,431.65
Report Surplus (Deficit):	774,756.56	774,756.56	90,640.28	8,116,535.95	-911,347.74	6,430,431.65



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: CONSIDER A LICENSE RENEWAL FOR PLANET BIDS E-PROCUREMENT SOFTWARE

BACKGROUND:

West Valley Water District (“District”) purchased and implemented the Electronic Procurement Software, Planet Bids, in 2016 with the goal to electronically streamline the formal solicitation process and connect the District with vendors and suppliers in a much more efficient and cost effective fashion. Planet Bids is the premier e-procurement software on the market with over 240 Public Agencies using it, including many water districts in California.

DISCUSSION:

Planet Bids has been an extreme success for the District and has ensured transparency, fiscal responsibility and record keeping of documentation. Furthermore, it has allowed the District transition into the electronic and digital age of facilitating formal solicitations online. This was further highlighted when the COVID-19 pandemic began and the District was already prepared and ready to operate solely online. It also helped the District in networking and finding similar solicitation of services which streamlined the District.

The current 5 year contract signed in March of 2016 will expire March of 2021. The District has been very satisfied with Planet Bids and would like to enter into another agreement for 5 years as shown in **Exhibit A**. A 3 year option was presented but had a higher annual increase. **Exhibit B** is the sole source justification on the renewal of Planet Bids agreement along with competitor’s information and pricing.

FISCAL IMPACT:

The item is included in the FY20-21 Budget under Contracts and Licensing. Future renewals \$13,147.40 will be budgeted annually in future Fiscal Year budgets.

STAFF RECOMMENDATION:

That this item be submitted for consideration and approval by the full Board at a future Board of Directors meeting. Staff also recommends that the Board of Directors approve this item and

authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

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ATTACHMENT(S):

1. Exhibit A and B - Planet Bids Staff Report

MEETING HISTORY:

03/10/21 Finance Committee REFERRED TO BOARD

Exhibit A



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

PB System™ SUPPORT SERVICES AGREEMENT

This SUPPORT SERVICES AGREEMENT (“Agreement”), which describes the terms and conditions applicable to your use of the PlanetBids Online Support Services, is made and entered as of into the 4th day of February 2021, by and between PLANETBIDS, INC., a California corporation, (“PlanetBids”) and the following customer (“Customer”) for the period from March 7, 2021 to March 6, 2026:

Customer Name:	<u>West Valley Water District</u>
Street Address	<u>855 W. Base Line Road</u>
City, State ZIP	<u>Rialto, CA 92376</u>
Department:	<u>Finance</u>
Principal Contact:	<u>Al Robles</u>
Title:	<u>Purchasing Supervisor</u>
Phone & Email:	<u>(909) 875-1804 x341, arobles@wwwd.org</u>
Method of Payment:	<u>Net 30 days</u>

THEREFORE, PlanetBids and the Customer agree as follows:

1. PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more fully described in Exhibit “A”.

- a) **“Services”** shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit “A” hereto:
- (i) use of the PlanetBids “PB System™” by a specific number of Customer licensed System users
 - (ii) Additional Customer licensed module users
 - (iii) Vendor management and Bid management modules for vendor registration, posting and tracking Bid Requests and other information on Customer’s website or private internet network, and, at Customer’s option, to process and distribute Bid Requests to additionally available PlanetBids suppliers within their selected categories;
 - (iv) Advanced eBidding for Public Works add-on module;
 - (v) Evaluation Management add-on module;

- (vi) Business Certification module;
 - Prequalification Management (CUPCCAA or Standard version)
 - Business Forms
- (vii) Contract Management module;
- (viii) Insurance Certificate Management module;
- (ix) Insurance Certificate Management with My Insurance module;
- (x) Emergency Operations module (agency-wide access);
- (xii) access and use of the PlanetBids "Outreach" database.

Customer shall not have access or use of any modules or features not listed in Exhibit "A"

b) PlanetBids shall have access and the right to market or otherwise promote its services to any vendor or supplier of Customer that registers with PB System™ via Customer's site on the PlanetBids PB System™. PlanetBids will not sell any Customer data to any third parties without a written consent from Customer.

c) Internet related equipment by its nature, is not fault tolerant, but PlanetBids (1 will use reasonable efforts to make the Services available 24 hours per day, 7 days per week, excluding downtime for scheduled and unscheduled maintenance, and (2) will promptly investigate any technical problems that Customer reports. **PlanetBids cannot, however, guarantee continuous service, service at any particular time or the integrity of data transmitted via the Internet. Further, PlanetBids shall not be responsible for the inadvertent disclosure, corruption or erasure of data transmitted, received or stored on the PB System™.**

d) PlanetBids may make improvements and/or amendments to the PB System™ at any time, and may provide other optional services, including enhanced versions of standard features or functions, for an additional fee as agreed in advance by the Customer. Any and all relevant portions of these terms and conditions will automatically apply to all such improvements, amendments and/or optional services as they appear.

PlanetBids does not guarantee that use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

2. Fees and Payments.

Support Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

a) **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":

- 1) Customization work in addition to standard set-up shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility analysis and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project.. PlanetBids shall not proceed until approval is received in writing from Customer.

- 2) Training to Customer's designated users, in addition to that provided pursuant to Section 3 of Exhibit "A", is available at rates set in Exhibit "B".
- 3) For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available if necessary, at rates set forth in Exhibit "B".

b) **Purchase Orders/Billing.** Purchase orders, billing or any related matters must be emailed to alan@planetbids.com or mailed to the following address;

PlanetBids, Inc.
13263 Ventura Blvd., Suite 101
Studio City, CA 91604
Attn: Alan Zavian

3. Use of Services.

a) The compilations of data and content contained in the PlanetBids "Outreach" database is the proprietary information of PlanetBids. PlanetBids grants to Customer a non-exclusive right to use Outreach compilations solely in connection with bids and procurements solicited using the PlanetBids PB System™ Vendor Management and Bid Management. Customer agrees that it will not copy, use or access the Outreach compilations for any other purpose or for use in connection with any other bid or procurement solicitation service. In addition, Customer agrees to use information obtained through the Services only as necessary to the transaction of Customer and shall not use the Services for the benefit of any third party.

b) PlanetBids is not responsible for the content and/or transactions that Customer post on or through the Services. Notwithstanding the foregoing, PlanetBids reserves the right to monitor content that uses the Services and, in addition to other remedies for breach provided in this Agreement, to remove content which PlanetBids determines to be illegal, offensive, harmful or otherwise in violation of its operation policies.

1) Customer agrees to comply with all applicable laws, ordinances and regulations and prudent business practices related to the use of Services; and not make any unauthorized commercial use of the Services or of the PlanetBids name, marks or logos. Further, Customer agrees to not use the PlanetBids websites to (i) post information anonymously or under a false name; (ii) post any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind, such as inducements to conduct that would constitute a criminal offense or give rise to civil or other liability, (iii) post the name of or otherwise identify or reference any service or entity that provides a service competitive to the Services.

2) If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the

unauthorized use or publication of any such identification codes with respect to the Services.

3) It shall be the responsibility of Customer to collect and pay any taxes, duties, imposts or tariffs that are applicable to sales via the Services.

c) Although the Customer's solicitation, bid and contract information is collected, processed, managed and stored on the PlanetBids PB System™, PlanetBids does not control or monitor any of such information or processes and is not aware of the specific uses thereof by the Services, Customer hereby releases, indemnifies, and holds harmless PlanetBids and its agents, employees, and affiliates from all claims, demands, costs and damages (actual and consequential) of every kind and nature arising out of or related to the communications or Bid Requests and the completed or uncompleted transactions of Customer utilizing the Services.

4. Warranty.

a) PlanetBids warrants that (i) the performance of Services by PlanetBids shall comply with all applicable federal, state, county and local laws and ordinances, and the PlanetBids PB System™ will comply with all applicable safety regulations and codes, (ii) all Services to be performed hereunder will be performed in a professional and workmanlike fashion and will comply with industry standards, (iii) the PlanetBids PB System™ does not infringe or violate any third party patent, copyright or other intellectual property, (iv) the PlanetBids PB System™ will be free from any liens, encumbrances or claims, and for a period of 90 days initial access by Customer, will conform in all material respects to applicable specifications and product descriptions. Further, PlanetBids will not knowingly include therein any malicious code designed to disrupt or otherwise impair the operation of the Services or to permit any surreptitious collection of information.

b) PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS EXCEED THE TOTAL FEES PAID BY CUSTOMER TO PLANETBIDS DURING THE SIX-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM.

c) Customer represents and warrants (a) the Customer information provided is current, complete and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its obligations hereunder.

5. Indemnity. Each party will indemnify and defend and hold harmless the other party from and against all claims, liabilities, damages and expenses, including reasonable attorney fees, arising out of any property damage, personal injury or death, sustained by such other party as a result of the gross negligence or willful misconduct of the indemnifying party or its agents or employees.

6. Termination.

a) Termination for Cause. This Agreement may be terminated by either party by providing the non-terminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein.

b) Termination Other Than For Cause. Customer may terminate this Agreement in whole but not in part by giving PlanetBids no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for Year 1, Year 2, Year 3 or Year 4 of this Agreement that first occurs following the end of the foregoing notice period each consecutive year. PlanetBids will not refund Customer any amounts that have been prepaid for actual or successive year(s) of services.

7. Confidentiality.

a) PlanetBids will take reasonable measures not to disclose website communications or information about its Customers, except to the extent that PlanetBids believes in good faith that such action is within the scope of the Services or reasonably necessary to (a) comply with the law or the directives of courts or governmental agencies; (b) enforce this Agreement; (c) respond to claims of any third party; or (d) protect the legitimate interests of PlanetBids or its customers. Notwithstanding the foregoing, all communications directed to PlanetBids via the website such as questions, comments, inquiries, shall be deemed to be not confidential, unless specifically agreed otherwise in advance by PlanetBids.

b) Notwithstanding the foregoing, PlanetBids will have the right to use Customer's name, logo and marks only, (i) in the performance of the Services, (ii) to list Customer as a prospective user of products and services in the PlanetBids "Outreach" database, and (iii) to identify Customer as a customer and/or user of the Services in PlanetBids marketing materials and on its website. Further, PlanetBids may use any voluntary feedback of Customer on PlanetBids performance, services or products for any reasonable business purpose that is not injurious to Customer.

8. Copyright Protection. The PB System™ and PlanetBids' date formats and compilations are protected by worldwide copyright laws and related international treaties, and may not be copied, reproduced, modified, published, uploaded, posted, transmitted, or distributed in any form or by any means other than as described herein. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on PlanetBids website may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

a) Customer shall not reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose the Services, website content, the PB System™ or any other PlanetBids tools. Customer shall not reverse engineer, decompile, or otherwise attempt to derive source code from any software or tools accessible or available through the Services.

b) Special use requests should be sent to customerservice@PlanetBids.com. Permission to use shall be granted in the sole discretion of PlanetBids.

9. Security.

(a) The PlanetBids ordering and posting processes are protected by the Secure Sockets Layer (SSL) protocol, which encrypts your information and confirms the identity of the PlanetBids server before allowing a transaction to be completed. It is recommended that Customer use the latest browsers to ensure that the SSL protocol is acceptable and you are protected by advances in security technology. For more detailed information, please refer to the PlanetBids Privacy Policy.

(b) Password-protection techniques will be provided to restrict access under Customer's account to authorized individuals. REGISTRANT ACKNOWLEDGES, HOWEVER, THAT ACCESS RESTRICTIONS, BY THEIR NATURE, ARE CAPABLE OF BYPASS AND PLANETBIDS DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS. Customer shall at all times maintain as confidential its usernames and passwords. If Customer is a corporation or other business entity, then it may allow employees to use its username and password, but the Customer shall be responsible for all activity and charges incurred by such employees. Permitting third parties to use the Services is prohibited and a violation of this Agreement.

(c) If a security breach occurs with respect to any account, the Customer must immediately change its password and notify PlanetBids at customerservice@PlanetBids.com. Customer shall be liable for any unauthorized use of the Services until PlanetBids is notified of the security breach.

10. Other Provisions.

a) **Notices.** PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

b) **Assignment.** Customer shall not assign this Agreement or any of its rights or obligations without the prior written consent of PlanetBids, and any such attempted assignment will be void. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

c) **No Waiver.** The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

d) **Governing Law.** The interpretation and enforcement of this Agreement shall be governed by laws of the United States of America and the State of California, excluding its choice of law rules and subject to the exclusive jurisdiction of the court located in Los Angeles County, California.

e) **Force Majeure.** PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays,

unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

- Signature Page on Next Page -

- Signature Page -

AGREED effective as of the date first written above.

PLANETBIDS, INC.

Customer: West Valley Water District

By: _____
Alan Zavian, Chief Executive Officer

By: _____

_____ (Name)

_____ (Date)

_____ (Title)

_____ (Date)

EXHIBIT "A"

**STATEMENT OF WORK
FOR SETUP, IMPLEMENTATION AND TRAINING**

1. Customer System Configuration:

Services available to Customer shall be utilized by the Engineering and Purchasing Departments and shall include:

A. Access for up to two (2) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Vendor Management and Bid Management modules

B. Access for up to one (1) licensed users of Customer to the following module of the PlanetBids "PB System™":

(i) Quick Quote - Limited access to the Vendor and Bid Management modules to conduct and manage Quick Quotes

C. Access for up to three (3) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

(i) Insurance Certificate Management module

D. Access for up to four (4) licensed user of Customer to the following access to the PlanetBids "PB System™":

(i) Read-Only

E. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and up the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data back-ups, disaster recovery, system reliability, availability, privacy, and security
- Hosting Infrastructure – PlanetBids will be responsible for hosting PB System™, maintaining the network, hardware and software infrastructure
- Customer Service – Is available from 8:00 a.m. to 5:00 p.m. PST, Monday through Friday (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, PB System™ questions.

3. PB System™ Set-up, Implementation and Training:

- PlanetBids will initially install for Customer the specified number of licensed PB System™ users
- PlanetBids will provide a 2.0-hours training online for PB System™ Vendor Management and Bid Management modules

4. **PB System™ set-up, implementation and training consists of the following:**

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the PB System™ by Customer, online training will be scheduled and performed.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into PB System™ for each licensed user access for Customer.

The following implementation services will be provided:

- a. Link from and to Customer's procurement web page.
- b. Online customized vendor registration form and ability to have vendors maintain their profiles.
- c. Complete management tools access to all users (i.e. buyers, project managers...).
- d. Customer specific database.
- e. Complete bid management from bid submission to awarding.
- f. Electronic bidding - Vendors submit bid quotes/responses online; Buyers analyze bid responses and award.
- g. Daily backups.
- h. PB System™ users and vendor support for the duration of the contract.

5. **Professional Services**

PlanetBids will provide consulting services for custom reports or PB System™ customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

6. **Help Desk**

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00am to 5:00pm PST, Monday through Friday. Email Support, support@PlanetBids.com as well as on-line help services are also available.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- A Level 1 support representative will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). PB System™ related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.

- A Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e. PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

7. User License(s) Management

It is the responsibility of Customer to monitor and maintain usernames and passwords if and when a licensed user of the PB System™ needs to be reassigned to a new user within the Customer's organization.

EXHIBIT "B"

FEES AND PAYMENTS

a. **Support Fees.** Customer agrees to pay PlanetBids a total of \$12,632.00 for Year 1. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. The fees for each Year 2, Year 3, Year 4 and Year 5, as outlined in Table (A) below, are payable in advance within 30 days of the first day of each such year:

- 1) **Set-Up Fee.** This Agreement is a renewal. Therefore, there is no setup fee due by Customer.
- 2) **Service Fee Payment.** Customer agrees to pay for the use of the PB System™ modules; a service fee of \$12,632.00 for Year 1 of this Agreement, and for each Year 2, Year 3, Year 4 and Year 5 as outlined in Table (A). A two (2) percent increase in fees applies upon renewal each Year for Year 2, Year 3, Year 4 and Year 5, as outlined in Table (A).

Table (A)

PB System™ MODULES	YEAR 1 2021 - 2022	YEAR 2 2022 - 2023	YEAR 3 2023 - 2024	YEAR 4 2024 - 2025	YEAR 5 2025 - 2026
Vendor & Bid Management (2 User License)	\$ 6,612.00	\$ 6,744.00	\$ 6,879.00	\$ 7,017.00	\$ 7,157.00
Quick Quote (1 User License)	\$ 500.00	\$ 510.00	\$ 520.00	\$ 531.00	\$ 541.00
Insurance Certificate Mngt. (3 User License)	\$ 3,570.00	\$ 3,641.00	\$ 3,714.00	\$ 3,789.00	\$ 3,864.00
Read-Only (4 User License)	\$ 1,950.00	\$ 1,989.00	\$ 2,029.00	\$ 2,069.00	\$ 2,111.00
Sub-Total	\$ 12,632.00	\$ 12,885.00	\$ 13,142.00	\$ 13,405.00	\$ 13,673.00
TOTAL	\$ 12,632.00	\$ 12,885.00	\$ 13,142.00	\$ 13,405.00	\$ 13,673.00

b. **Additional Services.** If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

- 1) Training: \$750.00, for a single online training session of up to 2 hours.
- 2) Data Retrieval and Restoration: \$145.00 per hour, unless otherwise quoted for a specific project.

Exhibit B

WEST VALLEY WATER DISTRICT SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the District Purchasing Supervisor or designee shall approve ALL sole source requests for commodities that exceed \$500 and services exceeding \$500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former District, General Manager shall approve the sole source request, **regardless of the sole source amount.**
5. Board approval is required for all sole source contracts for commodities that exceed \$25,000 and services exceeding \$25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Purchasing Supervisor shall retain a copy of the justification as part of the contract file.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the Purchasing Supervisor.

SECTION II- DEPARTMENT INFORMATION

Department: Purchasing	Date: 2/24/21
Vendor Name: Planet Bids	Bid Number:
Is the above-named vendor a retired employee of the District? No	
If "Yes", review and Approval is required from GM prior to Contract execution.	

Amount: \$65,737	Contract Term (Dates): 5 Years	Is Agreement Funded? Yes	Propriety? Yes	
Type of Request: License Renewal for Electronic Procurement Software				
Board Date:	Resolution Number:	If not scheduled go to the board explain why?		

Does Contract include Non-Standard language? If yes, explain why. No

Was Contract Approved by legal counsel? Pending	Requisition Number:	Supplier Name and Number:
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Were any exceptions taken? If yes, explain why in detail.

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The contract is software license for Electronic Procurement to be able to manage formal solicitations.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This information may be obtained from the scope of work prepared by the District and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

Planet Bids is software that provides the Purchasing Department great efficiency in posting, evaluating and networking with various vendors and Public Agencies to procure many goods and services at the Board approval limit.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all

other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

The recommended vendor is the only one capable of providing the service for the District because Planet Bids is what the District is currently using. It is their software and they are the only ones that can provide a renewal contract for it. Other e-procurement software was researched and is attached.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the District's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the District). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

Bid Net Direct was contacted and pricing was obtained and it was very comparable to Planet Bids. Although they could possibly fulfill the District's requirements, it would be a huge cost and an extraordinary amount of time to change over when the District is greatly satisfied with Planet Bids and sees no reason to change over at this time.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

Planet Bids cost is reasonable compared to the general market as shown in the attached document.

6. If recommended vendor could not provide the product or service, how would the District accomplish this particular task? Attach additional sheet if necessary.

The District would not be able to accomplish this particular task electronically. The District would revert back to manually opening bids, greatly increase hard copies of bids and would be a huge set back in that aspect.

7. If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

Vendor is not a retired or former employee.

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the District. I know of no conflict or interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature: <i>Al Robles</i>	Print Name: Al Robles	Date: 3/4/21
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SECTION V- GENERAL MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
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SECTION VI- PURCHAING SUPERVISOR

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature: <i>Al Robles</i>	Name: Al Robles	Date: 3/4/21
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SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
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Contact

BidNet Direct experts help you achieve efficiencies by improving the way procurement information is gathered, analyzed and factored into your process. Contact us today to learn how we can help your business succeed.

 1-800-835-4603

 buyersupport@bidnet.com

 bidnetdirect.com

Sourcing.
Made simple.

At BidNet Direct, our team of strategic sourcing experts is focused on helping your organization quickly drive sustainable results by making the procurement process easy, intuitive and efficient.

Specifically built for the needs of local government entities, including counties, municipalities, school districts, higher education and special districts throughout the country, our cloud-based solutions allow you to move from a reactive or manual sourcing approach to a proactive, data-driven approach that will significantly impact your bottom line.

✓ Easy

✓ Intuitive

✓ Efficient



✓ Reduce costs

✓ Improve efficiency & transparency

✓ Make more effective purchasing decisions

Technology and People to Help You Succeed.

Our cloud solutions are quick to implement and easy to use, ensuring high levels of adoption. With BidNet Direct, strategic sourcing technology is just one part of the solution – our team works with you to define your needs and accompany you through the easy transition.

“

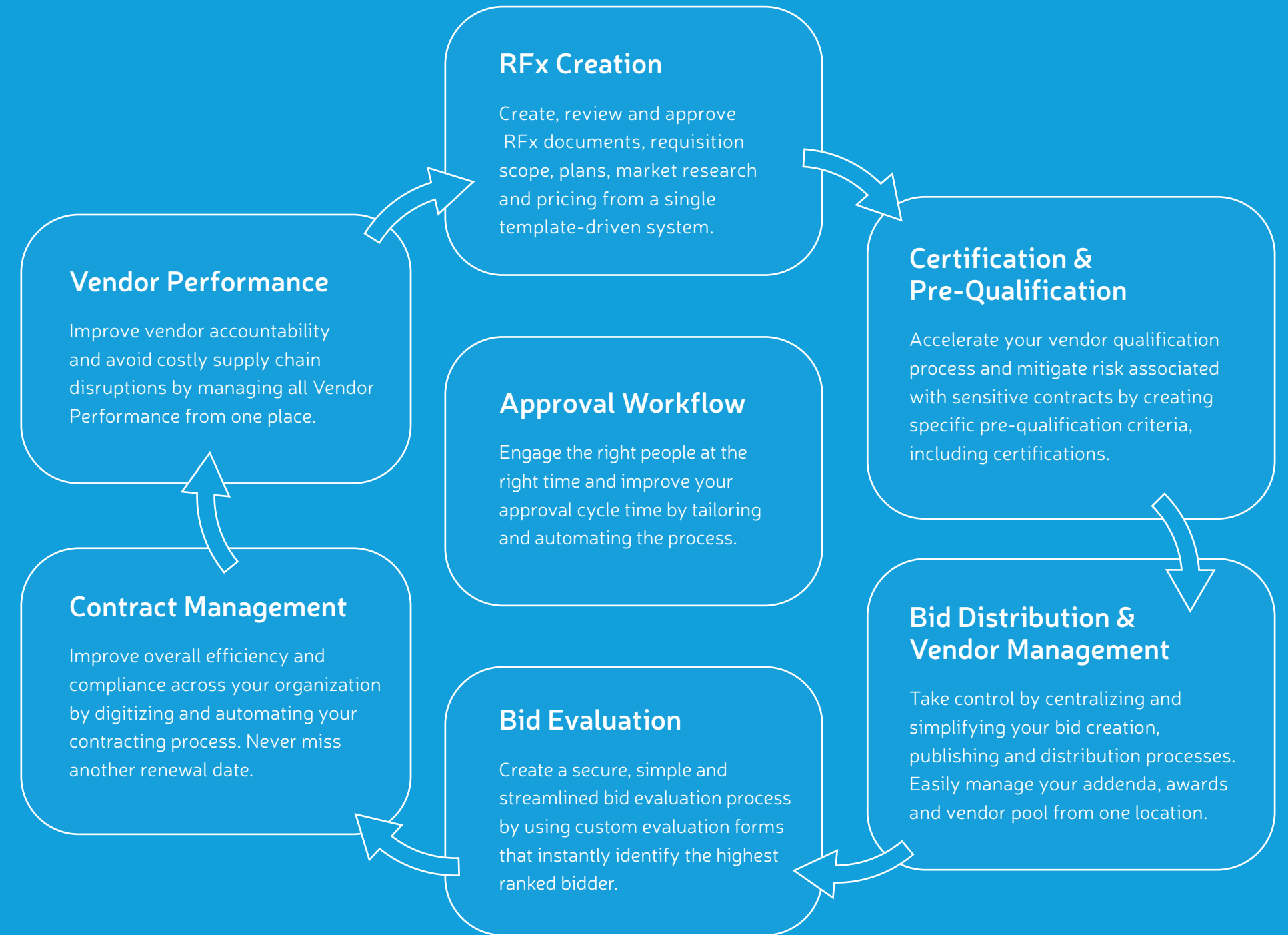
“The BidNet Direct Support team has been incredibly helpful both during and after implementation. Working with them is always a pleasure.”

Mike Nelson
Procurement Specialist
Park County, Colorado

A modular approach

BidNet Direct's strategic sourcing suite allows you to select the combination of modules that best fits your organization's specific needs.

Our modular approach adapts as your needs change over time and our suite can easily integrate with other business solutions.



Functionality by Module

BidNet Direct's suite of strategic sourcing modules allows your organization to select the modules that align with your most critical business goals to create a powerful custom solution.

RFx Creation

Certification & Pre-Qualification

Bid Distribution & Vendor Management

Bid Evaluation

Contract Management

Vendor Performance

Approval Workflow



RFX Creation

Create, review and approve RFX documents from a single platform.

Start from a pre-approved template library or clone existing RFX documents. Easily move approved solicitations through a complete process, including vendor invitation, bid evaluation, award and contracting.

Easy RFX authoring

Authoring is simplified with access to template and self-service forms. Generate documents with one click, or clone existing documents.

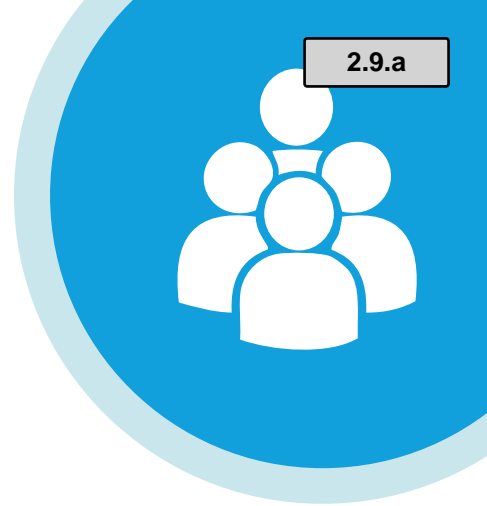
Streamlined approvals

Automated workflows allow you to quickly process your RFXs through the proper channels for solicitation approval.

Compliance controls

Ensure that governance and compliance requirements are satisfied with mandatory fields, budget checks, escalation procedures and embedded esignature if required.





Certification & Pre-Qualification

Ensure that vendors are pre-qualified for the job and meet certification standards.

Efficiently handle vendor certification and pre-qualification at the start of the sourcing process, making it easy to select the right vendors.

Enable vendor pre-qualification

Custom pre-qualification and certification parameters make it easy to qualify the right suppliers on an overall or per-project basis. Build and track your pre-approved vendor database, including any DBE requirements, while minimizing monitoring costs.

Strengthen supply chain

Reduce supply chain issues with a vendor database that allows you to pre-approve the right vendor for the right project.

Mitigate risk

Be sure that you choose the right vendors for the job for every project.



Bid Distribution & Vendor Management

Keep stakeholders in the loop and manage critical business relationships.

Easily create and distribute bid documents to your supplier pool, keeping projects moving smoothly while lowering costs. Manage distribution and vendor communication from one central location.

Create, publish, distribute

Easy-to-use interface makes creating, publishing and distributing bid documents, amendments and award notifications a breeze.

Improve vendor accountability

Keep suppliers up to date with time-sensitive project information while tracking all communications from a single dashboard.

Keep projects moving

Reduce the time from notification to action and be sure your suppliers have the information they need to keep work moving forward.





Bid Evaluation

Choose the right response, every time.

Online bid evaluation allows you to evaluate multiple RFX responses and create custom evaluation forms to make the right choice faster.

Easily compare responses

Simple comparisons of critical bid information - beyond just pricing - make RFX evaluation fast and easy.

Quicker bid-to-contract

Get projects moving with a rapid evaluation process, cutting down costly delays.

Improve oversight

Increase accountability during the evaluation process, helping avoid surprises at contract time.



Contract Management

Create and manage custom contract processes from start to finish.

With contract management, benefit from full control of templates and legal language for new contract requests, dynamic business rules tied to your custom processes and the ability to create automated notifications and reminders.

Centralize contract management

Capture all contract details and documents in a single cloud-based environment with secure role-based access and easy search and retrieval features.

Automated reminders

Automated notifications alert you to time-sensitive tasks like contracting renewals, certificate of insurance expirations and other critical tasks.

Create better contracts

Standardized templates make creating project contracts faster and easier than ever, and guarantee your preferred contract language is used.





Vendor Performance

See which suppliers perform best.

Vendor Performance allows all activities to be monitored and managed from one central location and includes customized vendor scorecards and automated reminders.

Custom scoring and tracking

Create custom scorecards complete with infraction details and track the performance of your suppliers over time.

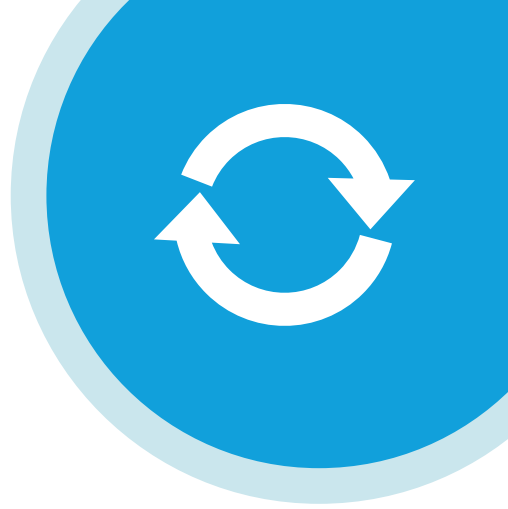
Minimize monitoring costs

Vendor Performance makes it easy to monitor the progress of contracts during execution, reducing the costs associated with manual monitoring and follow-ups.

Analyze performance

Intuitive tools can be used to assess Vendor Performance during ongoing projects, ensuring any issues can be addressed in a timely fashion.





Approval Workflow

Reduce risk and approve faster.

Automated approval workflows improve efficiency and increase visibility from the creation stage through award and contract completion, making it easy to stay on track and reduce risk and cost.

Reduce risk

Approval workflows ensure that the right people sign off at the right time, improving security and reducing project risk.

Improve synergy

Align stakeholders in a more efficient way across all areas of procurement.

Design your own workflow

Workflows are fully configurable to your organization's needs, including the ability to create sequential or parallel flows.





An easy, intuitive & efficient procurement process

Our cloud-based solutions allow you to move from a reactive or manual procurement approach to a proactive, data-driven approach that will significantly improve your bottom line. With BidNet Direct, strategic sourcing technology is just one part of the solution – our team works with you to define your needs and ensure an easy, successful transition.

	VALUE <i>no cost</i>	PREMIER <i>\$2900/year</i>
Automatic solicitation matching and distribution to vendors	✓	✓
Extensive shared vendor database	✓	✓
Target additional vendors using flexible search criteria	✓	✓
Configurable electronic bid submission	✓	✓
Automatically tabulate and analyze bid results	✓	✓
Single-click awarding and notification	✓	✓
Distribute bid results and awards	✓	✓
Monitor vendor activity in real-time	✓	✓
Comprehensive activity tracking and reporting (time and date stamp)	✓	✓
Generate reports in real-time during the solicitation process	✓	✓
Enjoy unlimited document storage and records retention	✓	✓
Access accurate vendor information and attributes, including W-9 Form	✓	✓
Access to extensive shared solicitation libraries		✓
Customizable approval workflow		✓
Extensive ad-hoc reporting with business intelligence		✓
Evaluate RFX responses & create custom forms with Bid Evaluation Module		✓

Additional Modules are available for a nominal fee:

- RFx Creation
- Certification & Pre-Qualification
- Included in Premier*
Bid Evaluation
- Contract Management
- Vendor Performance Management

Additional Software Options

Additional Modules and Features	One Time Configuration	Annual License Fees
RFx Creation – Starts at these fees, must define requirements to provide quote for implementation and license fees. Includes 7 administrator/full access users. <i>\$700 each additional administrator.</i>	\$ 3,000	\$ 5,000
Certification & Pre-Qualification – Starts at these fees, must define requirements to provide quote for implementation and license fees.	\$ 0	\$ 2,500
Bid Evaluation – Evaluators can independently score vendor responses to create a secure process for ranking vendor proposals by weights or points. Assign deadlines & set automated reminders to complete the evaluation sections. Includes unlimited evaluation managers and evaluators.	\$ 0	\$ 1,500
Contract Management Lite Edition – Document and supplier repository with notification alerts. Includes 5 administrator/full access users and unlimited read only user licenses. <i>\$500 each additional administrator license.</i>	\$ 2,000	\$ 2,500
Contract Management Team Edition – Document templates, approval workflow, e-Signature and more. Includes 7 administrator/full access users and unlimited read only user licenses. <i>\$700 each additional administrator license.</i>	\$ 3,000	\$ 5,000
Vendor Performance – Includes consulting, scorecard creation and maintenance for two performance/scorecard programs, with approximately 20 questions each.	\$ 0	\$ 2,500
Training – Includes unlimited webinar training	\$ 0	\$ 0

Additional Discounts May Apply for Multiple Modules and 3+ Year Terms

The information contained in this document is proprietary to BidNet. This document contains confidential and proprietary information, including trade secrets that BidNet and/or its Suppliers consistently treat as confidential. Disclosure of the information would cause irreparable harm to one or more of them. This information is being provided to a Participating Agency solely for the purposes of facilitating the submittal of an eProcurement solution proposal and facilitating subsequent verification or qualification efforts of such proposal. This information is supplied on the express condition that it will be used or disclosed only in connection with the aforementioned proposals and subsequent Participating Agency verification or clarification efforts, and will not be disclosed to anyone outside Participating Agency without the express written permission of BidNet.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: I-10 CEDAR AVENUE INTERCHANGE IMPROVEMENT PROJECT:
 UTILITY AGREEMENT NO. 24573 WITH SAN BERNARDINO COUNTY
 TRANSPORTATION AUTHORITY FOR PHASE I

BACKGROUND:

The I-10 Cedar Avenue Interchange Improvement Project was initiated by the San Bernardino County Transportation Authority (“SBCTA”) and San Bernardino County, in cooperation with the California Department of Transportation and the Federal Highway Administration, to improve the I-10/Cedar Avenue interchange in the unincorporated community of Bloomington. The proposed project will widen the Cedar Avenue Overcrossing Bridge (“Cedar Avenue Bridge OC”), Union Pacific Railroad (“UPRR”)/Cedar Avenue Overhead Bridge (“Cedar Avenue Bridge OH”), Cedar Avenue, and modify the existing entrance and exit ramps to improve the turning maneuverability and storage capacity. The widening of the I-10 Cedar Avenue Interchange Improvement Project is of critical importance to SBCTA and West Valley Water District (“WVWD”) to reduce traffic congestion at the interchange. Construction is scheduled to begin in August 2021.

WVWD’s water facilities are located within SBCTA’s proposed improvements along Cedar Avenue between Bloomington Avenue and Orange Street. Approximately 2,600 linear feet of 12-inch water main and 1,300 linear feet of 8-inch water main will need to be replaced. On the Cedar Avenue Bridge OC and OH, the 8-inch water main is in a 16-inch steel casing and the 12-inch water main is in a 20-inch steel casing and as part of the bridge widening project, will need to be replaced. Since WVWD has been able to establish prior rights, the entire relocation work will be funded by SBCTA, including the staff time and consultant time required to design, manage construction, inspect, and coordinate the work with SBCTA.

On October 15, 2020, the Board of Directors approved an agreement with Michael Baker International, Inc. (“MBI”) for the Development of Construction Bid Documents for Water Main Replacement, Construction Management, and Inspection Services for the I-10 Cedar Avenue Interchange Improvement Project. The design is being completed in two (2) phases; Phase I includes the water main installations on the Cedar Avenue Bridge OC and OH and Phase II includes the remainder water main installations along Cedar Avenue between Bloomington Avenue and Orange Street. Attached as **Exhibit A** is the I-10 Cedar Avenue Interchange Improvement Project Exhibit

DISCUSSION:

The Phase I - Utility Agreement No. 24573 (“Utility Agreement”) attached as **Exhibit B** is the Utility Agreement between WVWD and SBCTA for the Phase I improvements. This agreement specifies the terms and conditions under which the project is to be constructed, operated and maintained as well as the financial obligations of WVWD. The Utility Agreement has been reviewed by staff and legal counsel and were found to be in good order. It is understood if additional charges are incurred the Utility agreement allows to make modifications. The estimated cost to SBCTA for the Work described in the Utility Agreement is \$1,438,008.00 which includes the cost for the design, construction management, inspection services, permit fees, and WVWD’s overhead. Below is a breakdown of the cost to SBCTA and is as follows:

Services	Estimated Cost
Waterline Design Plans, Construction Management, and Inspection Services (MBI)	\$213,531.00
Engineer’s Construction Cost Estimate	\$1,154,000.00
Union Pacific Railroad Permit fees	\$2,000.00
Overhead (5%)	\$68,477.00
Total	\$1,438,008.00

FISCAL IMPACT:

The Utility Agreement specifies the estimated cost for SBCTA to reimburse to WVWD. WVWD will pay upfront all cost and will be reimbursed by SBCTA upon approval and providing supporting documentation. This W19055 I-10 Cedar Avenue Interchange Project has an encumbrance amount of \$380,652.00 of which \$360,884.00 was transferred from the District’s Capital Improvement Project W19008 Zone 8 - Reservoir 8-3 and will be reimbursed to the W19008 Project once the Utility Agreement is executed with SBCTA. SBCTA has agreed to finance the estimated cost of the project in the amount of \$1,438,008.00 for the design and construction of this project under the terms of the agreement. This project is identified in the fiscal year 2020/21 capital budget.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Acting General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Mambahal

Shamindra Manbahal, Interim General Manager

BP:pa

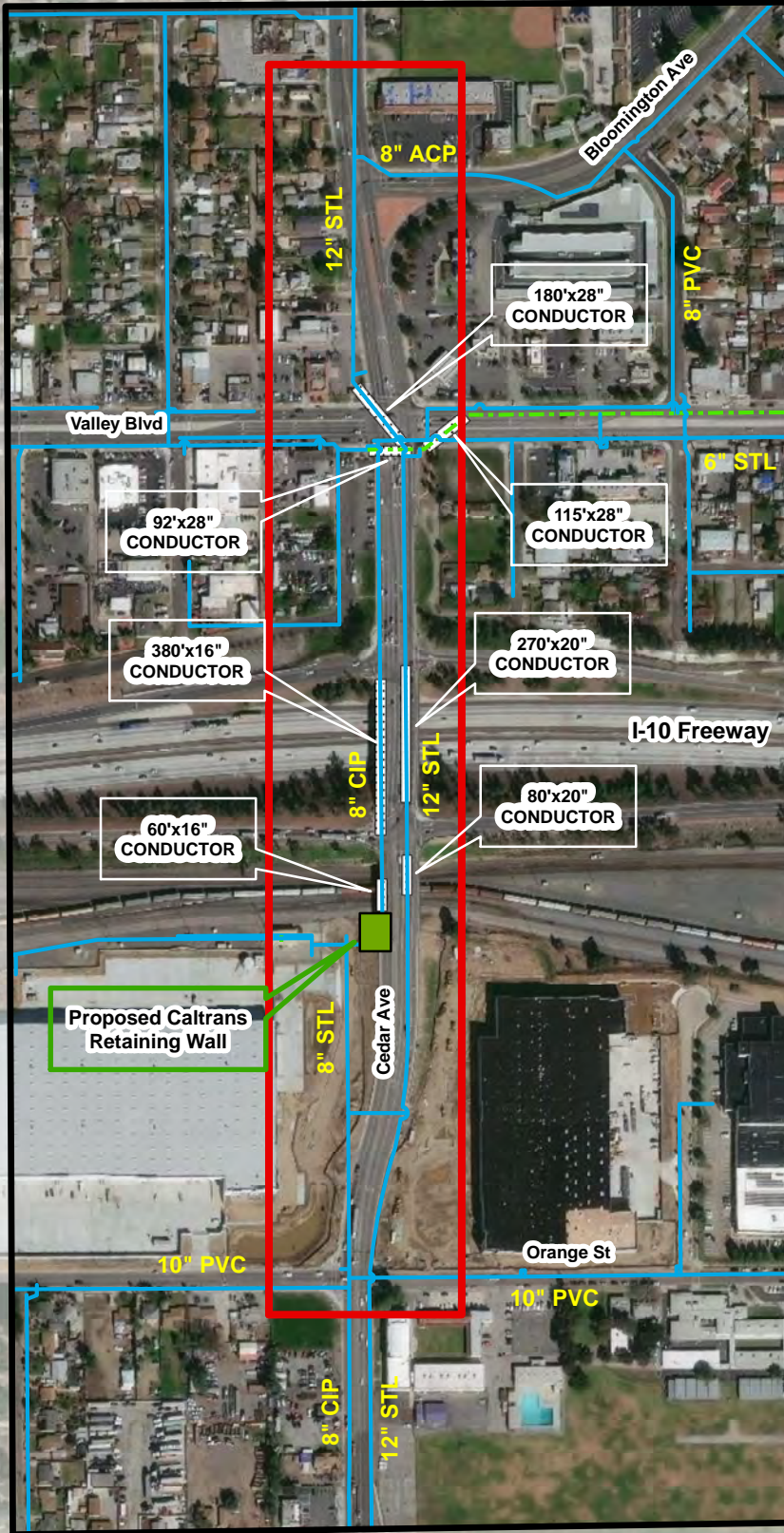
ATTACHMENT(S):

1. Exhibit A - I-10 Cedar Avenue Interchange Improvement Project Exhibit
2. Exhibit B - Utility Agreement with SBCTA

MEETING HISTORY:

03/10/21 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



Legend

- Distribution Main
- - - Transmission Main
- Conductor
- Project Location
- Project Zone
- WWWD Boundary

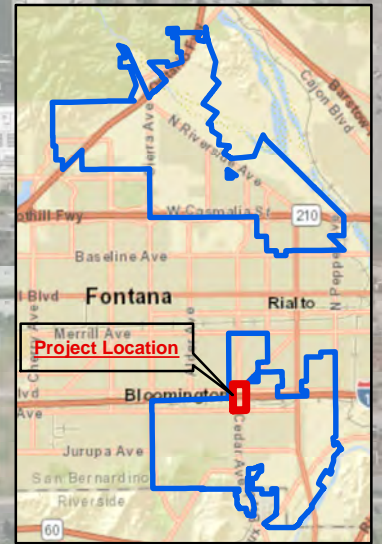


Exhibit A Project # W19055



I-10 Cedar Avenue Interchange Improvement Project

0 200 400

EXHIBIT B

UTILITY AGREEMENT

RW 13-05 (REV 12/2016)

DISTRICT 08	COUNTY San Bernardino	ROUTE 10	POST MILE 08-SBD-10-PM 17.8/19.3	Project ID 0800000579
FEDERAL AID NUMBER RSTPL-6208(028)			OWNER'S PLAN NUMBER XXXXXXXXXXXXXX	
FEDERAL PARTICIPATION				
On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

UTILITY AGREEMENT NO. 24753

DATE

San Bernardino County Transportation Authority hereinafter called SBCTA, in cooperation with Caltrans and the County of San Bernardino proposes to widen Cedar Avenue Overcrossing (Bridge No. 54-0035), UPRR/Cedar Avenue Overhead (Bridge No. 54C-103), Cedar Avenue, and modify the existing entrance and exit ramps to improve the turning maneuverability and storage capacity. On Cedar Avenue, the project limits extend from Bloomington Avenue north of the freeway to approximately 400 feet south of Slover Avenue. The project limits on I-10 begin at 0.7 miles (PM 17.8) west of the Cedar Avenue centerline and end at 0.8 miles (PM 19.3) east of the Cedar Avenue centerline, including eastbound auxiliary lanes for the entrance and exit ramps. In addition, Slover Avenue will be improved approximately 656 feet east and west of the centerline of Cedar Avenue.

Name: West Valley Water District

ADDRESS: 855 W. Baseline Road, Rialto, CA 92377

hereinafter called "OWNER", owns and maintains **certain water facilities including but not limited to a 12-inch and 6 inch water line located within Cedar Ave. in the County of San Bernardino** within the limits of SBCTA's Project which requires relocation, protection and/or adjustment in order to accommodate SBCTA's Project. The facility(ies) to be relocated, protected and/or adjusted are more particularly described in the **Plan No. xxxxxxxxxxxxxx**. to accommodate SBCTA's project. It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 24753, date **2020**, OWNER shall relocate water facilities located within the project area. All work shall be performed substantially in accordance with OWNER's Plan No. **XXXXXXXXXX** dated **2020** consisting of **1 sheet(s)**, a copy of which is on file at SBCTA's Office, at 1170 W 3rd St, San Bernardino, CA 92410. Deviations from the OWNER's plan described above initiated by either SBCTA or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by SBCTA and agreed to/acknowledged by OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at SBCTA's expense under the provisions of Section §703 of the Streets and Highways Code.

III. PERFORMANCE OF WORK

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by SBCTA's representative. Requests for such authorization must be contained in OWNER's estimate of actual and necessary relocation costs. Accounting Form FA-1301 is to be completed and submitted for all non-

UTILITY AGREEMENT (Cont.)

RW 13-05 (REV 12/2016)

UTILITY AGREEMENT NO. 24753

SBCTA personnel travel per diem. OWNER shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the State's Department of Personnel Administration travel expense guidelines.

Work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements.

Work performed directly by OWNER's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

SBCTA shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense. The OWNER shall maintain records of the actual costs incurred and charged or allocated to the project in accordance with recognized accounting principles.

It is understood and agreed that SBCTA will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to SBCTA for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit detailed itemized progress bills for costs incurred, not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills, not to exceed the amount of this Agreement, may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by SBCTA of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this agreement.

The OWNER shall submit a final bill to SBCTA within 360 days after the completion of the work described in Section I above. If SBCTA has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and SBCTA has delivered to OWNER fully executed Easement Deeds, Consent to Common Use or Joint Use Agreements for OWNER's facilities (if required), SBCTA will provide written notification to OWNER of its intent to close its file within 30 days. OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If SBCTA processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by SBCTA's Board of Directors.

The final billing shall be in the form of a detailed itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, SBCTA shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by SBCTA. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by SBCTA's Board of Directors.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER'S final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of SBCTA.

Detailed records from which the billing is compiled shall be retained by OWNER for a period of three years from the date of the final payment and will be available for audit by State and/or Federal auditors. In performing work under this Agreement, OWNER agrees to comply with the Uniform System of Accounts for Public Utilities found at 18 CFR Parts 101, 201, et al., to the extent they are applicable to OWNER doing work on the project that is the subject of this Agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Subpart E, Part 31, et seq.,

UTILITY AGREEMENT (Cont.)

RW 13-05 (REV 12/2016)

UTILITY AGREEMENT NO. 24753

23 CFR, Chapter 1, Part 645, and 2 CFR Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse SBCTA upon receipt of SBCTA billing. If OWNER is subject to repayment due to failure by SBCTA to comply with applicable laws, regulations, and ordinances then SBCTA will ensure that OWNER is compensated for actual cost in performing work under this Agreement.

V. GENERAL CONDITIONS

All costs accrued by OWNER as a result of SBCTA's request of **August 15, 2019** to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If SBCTA's Project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by OWNER, SBCTA will notify OWNER in writing and SBCTA reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of SBCTA under the terms of this Agreement are subject to the acceptance of this Agreement of the Agreement by SBCTA's Board of Directors.

OWNER shall submit a Notice of Completion to SBCTA within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on STATE highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

It is understood that said highway is a Federal aid highway and accordingly, 23 CFR, Chapter 1, Part 645 is hereby incorporated into this Agreement.

In addition, the provisions of 23 CFR 635.410, Buy America, are also incorporated into this agreement. The Buy America requirements are further specified in Moving Ahead for Progress in the 21st Century (MAP-21), section 1518; 23 CFR 635.410 requires that all manufacturing processes have occurred in the United States for steel and iron products (including the application of coatings) installed on a project receiving funding from the FHWA.

OWNER understands and acknowledges that this project is subject to the requirements of the Buy America law (23 U.S.C., section 313) and applicable regulations, including 23 CFR 635.410 and FHWA guidance. OWNER hereby certifies that in the performance of this agreement, for products where Buy America requirements apply, it shall use only such products for which it has received a certification from its supplier, or provider of construction services that procures the product certifying Buy America compliance. This does not include products for which waivers have been granted under 23 CFR 635.410 or other applicable provisions or excluded material cited in the Department's guidelines for the implementation of Buy America requirements for utility relocations issued on December 3, 2013.

If, in connection with OWNER's performance of the Work hereunder, SBCTA provides to OWNER any materials that are subject to the Buy America Rule, SBCTA acknowledges and agrees that SBCTA shall be solely responsible for satisfying any and all requirements relative to the Buy America Rule concerning the materials thus provided (including, but not limited to, ensuring and certifying that said materials comply with the requirements of the Buy America Rule).

SBCTA further acknowledges that OWNER, in complying with the Buy America Rule, is expressly relying upon the instructions and guidance (collectively, "Guidance") issued by Caltrans and its representatives concerning the Buy America Rule requirements for utility relocations within the State of California. Notwithstanding any provision herein to the contrary, OWNER shall not be deemed in breach of this Agreement for any violations of the Buy America Rule if OWNER's actions are in compliance with the Guidance.

THE ESTIMATED COST TO SBCTA FOR THE ABOVE DESCRIBED WORK IS **XXXXXXX.XX**

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

AGENCY:
SAN BERNARDINO COUNTY TRANSPORTATION
AUTHORITY

OWNER:
WEST VALLEY WATER DISTRICT

By _____
Paula Beauchamp Date
Director of Project Deliver

By _____ Date
Name Here:
Title:

APPROVED AS TO FORM:

By _____
Eileen Monaghan Teichert
General Counsel

APPROVAL RECOMMENDED:

By _____
Keith Williams Date
Senor Utility Coordinator
Overland Pacific & Cutler, LLC

DRAFT REVIEW

WEST VALLEY WATER DISTRICT

EMPLOYMENT AGREEMENT

FOR

INTERIM GENERAL MANAGER (AT-WILL)

PARTIES AND DATE.

This Agreement (hereinafter referred to as the ("Agreement")) is made and entered into this 5TH day of March 2021 by and between the WEST VALLEY WATER DISTRICT, a public agency of the State of California (hereinafter referred to as "District") and Shamindra Manbahal (hereinafter referred to as "Employee"), in order to provide in writing the terms and conditions of employment for Interim General Manager services. District and Employee are sometimes individually referred to herein as "Party" and collectively as "Parties" throughout this Agreement.

RECITALS

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

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

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

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

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

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

2.

a. The District hereby employs Manbahal, and Manbahal hereby accepts employment by the District, to serve as its Interim General Manager. It is expressly understood that Manbahal, in his capacity as Interim General Manager, is a contracted "AT WILL" employee serving at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Manbahal agrees to observe and comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties and to carry out and perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally

or in writing by a majority of the Board. Daily direction and control shall be exercised by the President of the Board and Vice-President if the President is unavailable.

b. Manbahal shall be the Interim General Manager of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board. Manbahal shall have charge of and supervise the day-to-day operations of the District, including the staffing thereof. Manbahal shall be responsible to the Board for the operation of the District functions and facilities of the District, including, but not limited to: (i) attending all meetings of the Board and select committees, unless excused therefrom, (ii) negotiating, after consultation with the Board, all contracts involving the District, per the terms of the District's Purchasing Policy, (iii) ensuring that the provisions of all rules, regulations and ordinances of the District are carried out and enforced with the understanding that delegation by the Interim General Manager is permitted, (iv) reviewing all policies proposed to the Board and making appropriate recommendations and implementing the policies of the Board after passage, (v) evaluating employees as provided for by District policy, (vi) the planning and carrying out of all construction work authorized by the Board, with the understanding that delegation by the Interim General Manager is permitted, (vii) making recommendations to the Board concerning the affairs of the District, (viii) preparing and submitting to the Board an annual budget and such other reports as may be required by the Board, (ix) requesting Board approval to hire any direct reporting personnel prior to the offer of employment to such individuals and Board approval of all direct reporting employees before the full time direct reporting employees have passed their initial probation and (x) maintaining the District's public relations.

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

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

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

f. Manbahal acknowledges that in the performance of the duties as Interim General Manager, the District discloses and entrusts Manbahal with certain confidential or proprietary information. Manbahal agrees not to directly or indirectly disclose or use at any time any such

information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Manbahal through Manbahal's employment relationship with the District unless such disclosure is authorized by the District in writing, required by law, or required in the performance of Manbahal's duties.

3.

a. District shall compensate Manbahal for the services performed pursuant to this Agreement in the annual sum of **TBD (insert amount)**, payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Manbahal hereunder any and all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Manbahal will receive all benefits contained in Exhibit "A" titled "West Valley Water District Summary of Benefits."

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

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

d. Manbahal will be entitled to a District vehicle, as determined by the Board. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles.

e. This agreement provides the terms of the District's contribution for Manbahal's participation in the District's deferred compensation plan. Manbahal is not covered by the terms of the District contribution for the deferred compensation plan as set forth in the Human Resources Policies and Practices Manual. The District established a 457 and a 401 (a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder. Manbahal may participate in such 457 and/or 401 A Plans with his own funds, as he may determine from time to time. The District will contribute \$1 for every \$1 that Manbahal contributes up to a total of \$10,000 per calendar year. Manbahal may not participate in any other District program or benefit regarding this section.

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

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

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

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

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

k. In addition to vacation time, Manbahal shall be allowed a total of One Hundred and Twenty (120) hours of paid administrative leave time per calendar year. This leave is non-cumulative and shall not rollover to the following calendar year.

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

m. Consistent with Section 705(b) of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2, Section 217), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of twenty (20) years of continuous service. If the spouse of a deceased employee or retiree remarries and becomes eligible for health benefits under his/her new spouse's health plan, all District benefits shall be terminated.

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

these items. The Board shall determine whether the Interim General Manager meets the qualifications and is eligible for receiving the reimbursement.

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

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

b. In the event Manbahal's employment is terminated pursuant to this Agreement without cause, and Manbahal is not otherwise in breach of the terms of this Agreement, and if Manbahal executes a written waiver of any and all claims Manbahal may have against the District, including, but not limited to, a Civil Code Section 1542 waiver, but excluding workers' compensation or unemployment insurance, then the District shall pay a lump sum payment equal to six (6) months base salary to Manbahal. Such payment shall not be paid unless and until the said waiver and release is effective.

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

6.

a. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (i) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

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

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

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

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

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

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

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

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

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

k. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

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

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

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS EMPLOYMENT AGREEMENT FOR INTERIM GENERAL MANAGER AT-WILL AS OF THE DATE ABOVE WRITTEN.

“DISTRICT”

**WEST VALLEY WATER DISTRICT,
A PUBLIC AGENCY OF THE STATE OF CALIFORNIA**

By: _____
Channing Hawkins, President

By: _____
Peggy Asche, Board Secretary

EMPLOYEE

By: _____
Shamindra Manbahal

EXHIBIT "A"
West Valley Water District
Summary of Benefits

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
4. Long-Term Disability Plan - Becomes effective the first of the following month after sixty (60) days of employment.
5. Life Insurance Plan - Becomes effective the first of the following month after sixty (60) days of employment. Two (2) times your salary up to \$125,000.
6. Employee Assistance Program (EAP) - Becomes effective the first of the following month after sixty (60) days of employment.
7. \$5,000 Dependent Lifebenefit.
8. Tuition Loan Program - Up to \$5,000 annual tuition per fiscal year.
9. Sick Leave- 96 hours of sick leave per year
10. 14 Annual Paid Holidays
11. Annual Vacation Allowance: 120 hours for Executive Management
12. 80 hours of Administrative Leave for Executive Management except for General Manager, Assistance General Manager and Assistant General Manager of Public Affairs will be provided 120 hours of Administrative Leave.

(District pays the total cost of the above benefits)

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

LEAL-TREJO

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

2.12.a

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

January 8, 2021

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

**Re: Professional Services Rendered through September 2020 for
West Valley Water District – Expense Legal matters.**

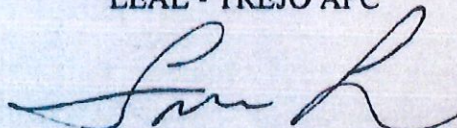
Dear Mr. Nacionales Tafoya:

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

Expense	Inv. No. 18197	\$ 231.89
----------------	-----------------------	------------------

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

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

HFL/meg
Enclosures

LEAL & TREJO APC

ATTORNEYS AT LAW
 3767 Worsham Avenue
 Long Beach, California 90808

Telephone: (213) 628-0808 Telecopier: (213) 628-0818

CONFIDENTIAL

This material is subject to the attorney-client and/or the attorney-work product privileges. Do not disclose the contents hereof. Do not file with publicly accessible records.

January 12, 2021

Invoice submitted to:

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

In Reference To: Expense

Invoice # 18200

Additional Charges :

	<u>Qty/Price</u>	<u>Amount</u>
October 2020 WestLaw Online Research Inv. No. 843253723	1 407.20	407.20
Signal Attorney Invoice No. 783462 for Filing 10/02/2020	1 107.00	107.00
Coalition Court Reporters Attendance Date: 10/15/2020 Invoice No. 173634.	1 542.00	542.00
Total costs		<u>\$1,056.20</u>

LEAL • TREJO

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL
 WILLIAM J. TREJO
 MARIBEL S. MEDINA
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 MICHAEL E. WOLFSOHN
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3767 WORSHAM AVENUE
 LONG BEACH, CALIFORNIA 90808
 (213) 628-0808
 FAX (213) 628-0818
 WWW.LEAL-LAW.COM

February 25, 2021

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

**Re: Professional Services Rendered through November 2020 for
West Valley Water District – Qui Tam Litigation Legal matters.**

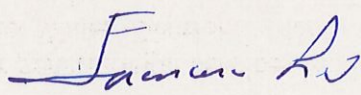
Dear Mr. Mansell:

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

Qui Tam Litigation**Inv. No. 18259****\$ 12,087.50**

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

Very truly yours,
 LEAL • TREJO APC


 H. Francisco Leal

HFL/meg
 Enclosures

*OK to pay
 R. Medel
 3/9/21*

LEAL • TREJO

ATTORNEYS AT LAW

A PROFESSIONAL CORPORATION

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

February 25, 2021

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

**Re: Professional Services Rendered through December 2020 for
West Valley Water District – Qui Tam Litigation Legal matters.**

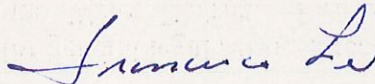
Dear Mr. Mansell:

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

Qui Tam Litigation**Inv. No. 18274****\$ 15,105.00**

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

Very truly yours,
 LEAL • TREJO APC



H. Francisco Leal

HFL/meg
 Enclosures

*o/k so pay
 R. M. M. M.
 3/9/21*

Item Sales

Law Offices of Glenn Ward Calsada
All Items
For Jan 1, 2021 - Dec 31, 2021

Item Sales Summary

Total Units	48.8
Total Item Sales (USD)	\$15,157.90

USD

Appearance

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
Total				1	\$0.00	\$350.00

USD

Appearance Preparation

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
Total				1	\$0.00	\$350.00

USD

Communication

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	3.5	\$0.00	\$1,225.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.5	\$0.00	\$175.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.5	\$0.00	\$175.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.5	\$0.00	\$175.00
Total				8	\$0.00	\$2,800.00

USD

FILING FEE

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$30.00	1	\$0.00	\$30.00
West Valley Water District	2021FINAL	03/10/2021	\$217.50	1	\$0.00	\$217.50
West Valley Water District	2021FINAL	03/10/2021	\$5.40	1	\$0.00	\$5.40
Total				3	\$0.00	\$252.90

USD

Legal Research

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$350.00	2.5	\$0.00	\$875.00

Item Sales Summary

West Valley Water District	2021FINAL	03/10/2021	\$350.00	5	\$0.00	\$1,750.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	3	\$0.00	\$1,050.00
Total				10.5	\$0.00	\$3,675.00

USD

Legal Services

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$125.00	2.5	\$0.00	\$312.50
West Valley Water District	2021FINAL	03/10/2021	\$125.00	2.5	\$0.00	\$312.50
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.5	\$0.00	\$175.00
Total				5.5	\$0.00	\$800.00

USD

Pleading

Client Name	Invoice	Invoice Date	Unit Cost	Quantity	Discount	Total
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.5	\$0.00	\$175.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	1	\$0.00	\$350.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	8	\$0.00	\$2,800.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	3	\$0.00	\$1,050.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	3.5	\$0.00	\$1,225.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	0.3	\$0.00	\$105.00
West Valley Water District	2021FINAL	03/10/2021	\$350.00	3.5	\$0.00	\$1,225.00
Total				19.8	\$0.00	\$6,930.00

USD



TAFOYA LAW GROUP, APC

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

Statement No.: 20-1010

Date: October 2020

Billing Period: October 1, 2020-October 31, 2020

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

PROFESSIONAL SERVICES

Total Fees for October 2020:	\$	24,230.50
Total Costs for October 2020:	\$	<u>12.60</u>
Total for October 2020:	\$	24,243.10



TAFOYA LAW GROUP, APC

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

Statement No.: 20-1011

Date: November 2020

Billing Period: November 1, 2020-November 18, 2020

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

PROFESSIONAL SERVICES

Total Fees for November 1-18, 2020:	\$	15,286.50
Total Costs for November 1-18, 2020:	\$	<u>63.28</u>
Total for November 1-18, 2020:	\$	15,349.78



TAFOYA LAW GROUP, APC

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

Statement No.: **20-1011**

Date: November 2020

Billing Period: November 19, 2020-November 30, 2020

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

PROFESSIONAL SERVICES

Total Fees for November 19-30, 2020:	\$	4,372.00
Total Costs for November 19-30, 2020:	\$	<u>35.80</u>
Total for November 19-30, 2020:	\$	4,407.80



TAFOYA LAW GROUP, APC

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

Statement No.: 20-1012

Date: December 2020

Billing Period: December 1, 2020-December 31, 2020

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

PROFESSIONAL SERVICES

Total Fees for December 2020:	\$ 14,508.00
Total Costs for December 2020:	<u>\$ 168.67</u>
Total for December 2020:	\$ 14,676.67



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 18, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, Interim General Manager
SUBJECT: AGREEMENT WITH DAVID TURCH & ASSOCIATES FOR FEDERAL LOBBYING SERVICES

BACKGROUND:

On February 12, 2021, the Public Affairs Department, in cooperation with the Purchasing Department, released a Request for Proposal for Federal Lobbying Services. The water district utilized *Planet Bids*, an online competitive bid system utilized by government agencies. The deadline to submit a proposal was February 26, 2021 at 4:00pm. The Purchasing Department received a proposal from David Turch & Associates.

On March 1, staff began reviewing and evaluating the proposal. On March 4, 2021, the review committee (interim general manager/chief financial & administrative officer, public affairs manager, and purchasing supervisor) interviewed David Turch & Associates. Upon review, the review committee came to a consensus to recommend the proposer to the external affairs committee and board of directors for a new contract.

Recently, David Turch & Associates assisted in securing more than \$1 million in grant funds from the U.S. Department of Education for apprenticeship training. In addition, they were successful in securing \$300,000 via the WaterSMART grant. Most importantly, David Turch & Associates were influential in West Valley Water District's (WVWD) selection by the U.S. Environmental Protection Agency's Water Infrastructure Finance and Innovation Act in which WVWD will receive more than \$24 million in low-interest loan.

FISCAL IMPACT:

The public affairs department has sufficient funds for the remaining fiscal year (\$37,500) and will incorporate the agreement amount into the upcoming fiscal year budget.

STAFF RECOMMENDATION:

Staff recommends that this item be submitted for consideration, and that the Board of Directors approve this item and authorize the Interim General Manager to execute the necessary documents.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, Interim General Manager

SM:pa

ATTACHMENT(S):

1. David Turch PSA
2. Evaluation Form David Turch (AR)
3. Evaluation Form David Turch (NF)
4. Evaluation Form David Turch (RM)

MEETING HISTORY:

03/11/21 External Affairs Committee REFERRED TO BOARD



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

David Turch and Associates

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 18th day of March, 2021 (“Effective Date”) is by and between West Valley Water District (“District”) and David Turch and Associates (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

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

Section 17. Notices.

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

To District: West Valley Water District
 855 West Base Line Road
 P. O. Box 920
 Rialto, CA 92377
 Attention: Shamindra Manbahal
 Interim General Manager

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

To Consultant: David Turch and Associates
 517 2nd St NE
 Washington, DC 20002
 Attention: David Turch

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

Email: apinvoices@wvwd.org

or

Mail: West Valley Water District
Accounts Payable
P.O. Box 920
Rialto, CA 92377

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

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

Section 18. General Provisions.

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

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

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

DISTRICT:

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

By _____
Channing Hawkins, President

By _____
Shamindra Manbahal, Interim General Manager

By _____
Peggy Asche, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

David Turch and Associates

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 18th day of March, 2021 by and between West Valley Water District, a public agency of the State of California (“District”) and David Turch and Associates (“Consultant”).

RECITALS

- A. On or about March 18th, 2021 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**

Channing Hawkins, President

Shamindra Manbahal, Interim General
Manager

Peggy Asche, Board Secretary

CONSULTANT:

David Turch and Associates

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The consultant will act as the Washington, D.C. lobbyist and government relations representative of the West Valley Water District, and will perform the following scope of required services at a minimum:

1. Identify, monitor and advise the district on Federal legislative, budgetary and intergovernmental matters that could have a significant impact on the water district's fiscal, operational and environmental health, and the overall quality of life enjoyed by West Valley Water District residents.
2. Provide the district with copies of bills, amendments, committee reports; State agency rules, regulations or reports; budget proposals and other reasonably available information that is pertinent to the water district's governmental affairs programs.
3. Serve as the water district's advocate and liaison, helping foster and maintain strong bipartisan working relationships between the water district and its representatives in the U.S. House of Representatives and Senate, with legislative committee members, and federal agencies; scheduling and facilitating meetings, preparing briefing papers and talking points, presenting testimony, preparing and submitting letters and facilitating direct communication with water district officials.
4. Provide periodic written reports (at least monthly) and present such reports to the board of directors and management as requested regarding Federal activities pertinent to the water district.
5. Participate in regularly scheduled calls (at least bi-weekly) with district staff to provide information and advice regarding Federal activities pertinent to the water district.
6. Provide support to the board of directors and management in conducting an annual review and as-needed updates to the water district's Legislative Platform and Legislative Priorities.
7. Assist the water district in identifying local and legislative needs, pursuing bill sponsorship opportunities, building coalitions and advocating for passage of sponsored legislation, as needed.

8. Develop and implement strategies in coordination with district staff to advance district positions on matters pertinent to the district's Legislative Platform.
9. Coordinate the district's advocacy strategies with the American Water Works Association and other associations and advocacy organizations that share the district's position on matters that are pertinent to the district's Legislative Platform.
10. Serve as liaison between the district and its representatives in the U.S. House of Representatives and U.S. Senate; developing and implementing short-term and long range strategies to generate support for the district's policies, projects and programs among members of the U.S. House of Representatives, and committees; and assisting the district's representatives in any matter which furthers the objectives of the district's outreach programs.
11. Prepare and present an annual report to the water district and board of directors external affairs committee summarizing the lobbying and government relations activities and results achieved on legislative, budgetary and other intergovernmental matters advocated or advanced on behalf of the agency during the year.
12. On behalf of the water district, fulfill federal registration and reporting requirements imposed on lobbyists, as required by law.
13. Maintain and present an ongoing list of potential grant funds that water district should seek from state agencies.
14. Develop and present a legislative platform.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Not to Exceed Monthly Retainer Fee of \$12,500 per month.

Monthly Retainer Fee will include all reasonable and customary business expenses incurred by the Consultant including to but not limited to airfare, hotel, car rental, food, insurance, gasoline, mileage, photocopying, telephone calls, parking, transportation and any other expenses incurred by the Consultant related to the District.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Schedule to be determined by District Staff.

EXHIBIT B**KEY PERSONNEL**

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

David Turch

Jamie Jones

Kevin Bosch

Marilyn Campbell

Victor Tambone

Alexander Perez

Joe McClean

Mark Moran

Rob Wigington

Cristal Vitela

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.

RFP: Federal Lobbying Services			
Proposer: David Turch		Evaluator: Al Robles	
Topics		Points Allowed	Points Awarded
Completeness	10%		
Strategy Provided		0-2	2
Forms Completed		0-3	3
Experience/Resumes provided		0-5	4
Total			9
Qualifications	25%		
Length of Service more than 4 years		0 / 5	5
Length of Service more than 6 years		0 / 6	6
References		0-3	3
Current Water District Contracts		0-5	3
Past Experience with Water Districts		0-6	4
Total			21
Project Approach	45%		
Contract to strategy on funding opportunities		0 / 2	2
Recent Successes for Clients		0 / 2	2
Letters of Support/Opposition Discussed		0-6	5
Preparation of project plan and schedule		0-2	2
Number of Staff Available to WVWD		0-10	8
Recommendations		0-4	3
Ongoing activity.urgency of progress		0-2	2
Adapatibility to needs of districts		0-2	2
Monthly reports		0-6	6
Coailition Building		0-8	7
Multilingual		0 / 1	0
Total			39
Budget	20%		
Appropriate Price for Scope of Services		0 - 10	8
Total Price Cost Provided for completion		0 / 10	10
Total			18

TOTAL PROPOSAL POINTS AWARDED:			87
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RFP: Federal Lobbying Services			
Proposer: David Turch		Evaluator: Naseem Farooqi	
Topics		Points Allowed	Points Awarded
Completeness	10%		
Strategy Provided		0-2	2
Forms Completed		0-3	3
Experience/Resumes provided		0-5	5
Total			10
Qualifications	25%		
Length of Service more than 4 years		0 / 5	5
Length of Service more than 6 years		0 / 6	6
References		0-3	3
Current Water District Contracts		0-5	5
Past Experience with Water Districts		0-6	6
Total			25
Project Approach	45%		
Contract to strategy on funding opportunities		0 / 2	2
Recent Successes for Clients		0 / 2	2
Letters of Support/Opposition Discussed		0-6	3
Preparation of project plan and schedule		0-2	2
Number of Staff Available to WVWD		0-10	8
Recommendations		0-4	4
Ongoing activity.urgency of progress		0-2	2
Adapatibility to needs of districts		0-2	2
Monthly reports		0-6	3
Coailition Building		0-8	8
Multilingual		0 / 1	0
Total			36
Budget	20%		
Appropriate Price for Scope of Services		0 - 10	4
Total Price Cost Provided for completion		0 / 10	10
Total			14

TOTAL PROPOSAL POINTS AWARDED:			85	
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RFP: Federal Lobbying Services			
Proposer: David Turch		Evaluator: Naseem Farooqi	
Topics		Points Allowed	Points Awarded
Completeness	10%		
Strategy Provided		0-2	2
Forms Completed		0-3	3
Experience/Resumes provided		0-5	5
Total			10
Qualifications	25%		
Length of Service more than 4 years		0 / 5	5
Length of Service more than 6 years		0 / 6	6
References		0-3	3
Current Water District Contracts		0-5	3
Past Experience with Water Districts		0-6	6
Total			23
Project Approach	45%		
Contract to strategy on funding opportunities		0 / 2	2
Recent Successes for Clients		0 / 2	2
Letters of Support/Opposition Discussed		0-6	5
Preparation of project plan and schedule		0-2	2
Number of Staff Available to WVWD		0-10	8
Recommendations		0-4	5
Ongoing activity.urgency of progress		0-2	4
Adapatibility to needs of districts		0-2	2
Monthly reports		0-6	2
Coailition Building		0-8	8
Multilingual		0 / 1	0
Total			40
Budget	20%		
Appropriate Price for Scope of Services		0 - 10	5
Total Price Cost Provided for completion		0 / 10	10
Total			15

TOTAL PROPOSAL POINTS AWARDED:			88	
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