



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

BOARD MEETING
AGENDA

THURSDAY, FEBRUARY 6, 2020
CLOSED SESSION - 6:00 PM • OPEN SESSION – 7:00 PM

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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

PRESENTATIONS

1. Earth Day Event Planning Update
2. Special District Leadership Foundation (Our Commitment to Excellence)
3. Managers' 30 Days Reform Action Plan Presentation
4. Introduction of Interim Human Resources and Risk Manager

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:

5. December 19, 2019 Regular Board Meeting Minutes.
6. January 16, 2020 Regular Board Meeting Minutes.
7. Budget Tracking Report as of January 27, 2020 Summary.

BUSINESS MATTERS

Consideration of:

8. CIP Budget and Contract Amendments to Implement a Computerized Maintenance Management System (CMMS) Utilizing Maximo Software.
9. Emergency Request for CIP Budget Amendment to Facilitate Additional Maximo User Licensing and Hosting Services with Polaris Solutions.
10. Agreement for As-Needed, On-Call Technical Services with Carollo Engineers, Inc. for Fixed Bed (FXB) & Fluidized Bed (FBR) Biotreatment Systems and Water Resources Support.
11. Approve Change Order No. 1 for the Construction of the Bloomington Area Waterline Replacement Phase 3A Project for El-Co Contractors, Inc.
12. Approve Change Order No. 1 for the Construction Inspection Services of the Bloomington Area Waterline Replacement Phase 3A Project for Engineering Resources of Southern California, Inc.
13. Consider a Plan for Service for I-15 Logistics Center Annexation.

14. Approval of payment to Tafoya & Garcia, LLP for professional services rendered in November 2019, Invoice No. 19-1011: \$6,638.50 and December 2019, Invoice No. 19-1012: \$13,948.18.
15. Approval of payment to Leal Trejo for professional services rendered June 2019 through November 2019. June 2019, Invoice No. 17648: \$44,344.94; July 2019, Invoice No. 17685: \$1,581.34; July, 2019, Invoice No. 17686: \$41,717.50; September 2019, Invoice No. 17717: \$15,000.00; August 2019, Invoice No. 17718: \$16,043.89; November 2019, Invoice No. 17764: \$942.00; September 2019, Invoice No. 17765: \$28,500.00; November 2019, Invoice No. 17795: \$657.15; October 2019, Invoice No. 17796: \$20,282.00.
16. Approval of payment to the Kaufman Law Firm for professional services rendered in October 2018, Invoice No. 10130: \$24,430.00 and January 2018, Invoice No. 10140: \$69,120.75.

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

- **Board Members**
- **Legal Counsel**
- **General Manager**

❖ 79 days without a “Lost Time” claim

FUTURE ITEMS

UPCOMING MEETINGS

- February 4, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- February 4, 2020 - Bloomington Municipal Advisory Council Meeting at 6:30 PM at 1813 Valley Blvd., Bloomington, CA
- February 7, 2020 - West Valley Water District Customer Service Renovation Grand Opening at 4:30 PM - 7:30 PM
- February 10, 2020 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- February 11, 2020 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- February 12, 2020 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters

- February 17, 2020 - The West Valley Water District will be CLOSED in observance of President's Day
- February 18, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- February 20, 2020 - West Valley Water District Board of Directors Meeting at 6:00 PM at the District Headquarters
- February 25-27, 2020 - ACWA 2020 Conference in Washington, DC
- February 28, 2020 - CSU, San Bernardino Black Faculty, Staff and Student Associations 8th Annual Pioneer Breakfast at 9:00 AM-11:00 AM at the Santos Manuel Student Union Event Center

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: Nine (9)
- REAL PROPERTY NEGOTIATIONS CALIFORNIA GOVERNMENT CODE SECTION 54956.8
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Kenny Hernandez v. West Valley Water District San Bernardino County Case No.: CS1825805
- CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION
Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9
Case Name: Naisha Davis vs. West Valley Water District, Los Angeles County Superior Court Case No. 20ST CV02126
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957(b)(1) Title:
General Manager
General Counsel

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on January 3, 2020.



Crystal L. Escalera, Board Secretary

Please Note:

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

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

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
December 19, 2019

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shamindra Manhabal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance - Led by Vice President Kyle Crowther
- Opening Prayer - Led by Pastor Araya, Ministerio Internacional Casa Del Rey
- Call to Order
- Roll Call of Board Members

WVWD

Minutes: 12/19/19

ADOPT AGENDA

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

PRESENTATIONS

- West Valley Water District Children's Fund Toy Drive.

Naseem Farooqi, Public Affairs Manager, presented a brief overview of West Valley Water District's annual Children's Fund, toy drive. The Children's Fund is a non-profit organization based in San Bernardino. Ms. Betty Chambers from the Children's Fund was in attendance and also gave a few remarks to the Board, and thanked those that participated. President Channing also thanked the participants and Union Local 777 for their contribution.

PUBLIC PARTICIPATION

Comments were made to the Board by Dr. Carl Christman, June Hayes (Director, San Bernardino Valley Municipal Water District), Gil Navarro (Director, San Bernardino Valley Municipal Water District), Hardy Brown, Don Griggs, Paul Scott, and Al Vogglar. No further comments were made.

CONSENT CALENDAR

Director Greg Young requested to make a correction to the minutes for Item No. 3. The minutes for December 5, 2019 recorded the vote appointing Channing Hawking's to the Presidency as "3 to 0" however the vote was "4 to 0" with Director Greg Young abstaining. Director Dr. Young then requested to pull Item No. 6 for separate consideration and President Hawkins requested to pull Item No. 8 as a presentation item. Following this discussion President Hawkins then motioned to adopt the Consent Calendar with exception of Item No. 6 and 8, and to make the corrections to the minutes as requested by Director Greg Young. Director Dr. Young second the motion and the following vote was then taken:

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

1. NOVEMBER 7, 2019 REGULAR BOARD MEETING MINUTES
2. NOVEMBER 21, 2019 REGULAR MEETING MINUTES
3. DECEMBER 5, 2019 REGULAR MEETING MINUTES
4. OCTOBER 2019 PURCHASE ORDER REPORT

WVWD

Minutes: 12/19/19

5. NOVEMBER 2019 PURCHASE ORDER REPORT

7. RECEIVE AND FILE OCTOBER 2019 CASH DISBURSEMENTS REPORT

6. RECEIVE AND FILE MONTHLY FINANCIAL REPORT AS OF OCTOBER 2019

Director Dr. Young requested to take Item No. 6 for separate consideration. He began discussion by inquiring which contract M.V. Cheng was paid under. Mr. Mansell reported that the payment was made for work performed under a one-year contract that since expired in November 2019. A motion was then made by Director Dr. Young to approve the item, seconded by Director Dr. Taylor. The following vote was then recorded:

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

8. SB-998 DISCONTINUATION OF RESIDENTIAL WATER SERVICE: URBAN AND COMMUNITY WATER SYSTEMS. (2017-2018)

Jeremiah Brosowske delivered his staff report to the Board regarding Senate Bill 998. He informed the Board and attendees that rate payers would receive an insert with their monthly billing statements containing information on the new laws, and the information would also be posted to the district website. Director Greg Young motioned to receive and file the report, second by Director Dr. Young.

RESULT:	ADOPTED TO RECEIVE AND FILE [UNANIMOUS]
MOVER:	Greg Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

BUSINESS MATTERS

9. ADOPTING RESOLUTION 2019-26 FOR ORGANIZATIONAL IMPROVEMENT AND TRANSPARENCY

Director Dr. Young motioned to move Item No. 9 for approval, and Director Dr. Taylor second the motion. President Hawkins then opened up the item for discussion. He asked the Board Secretary to read the title of the Resolution which reads “A Resolution Of The Board Of Directors Of The West Valley Water District Approving Participation Of The Special District Leadership Platinum Level District Distinction Accreditation To Improve Upon The Areas Of Governance, Board Conduct, Fiscal Responsibility, And Transparency.” President Hawkins then made a few comments to the public informing them that he wanted to ensure the public was aware of the steps being taken to continue to make the district transparent. There were no further comments and the following vote was then recorded:

WVWD

Minutes: 12/19/19

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

10. RESOLUTION 2020-1 APPROVING A TEMPORARY FREEZE ON HIRING DISTRICT PERSONNEL

President Hawkins announced that this item was going to be tabled and ask for a motion to do so. Director Greg Young made the motioned to table the item however Director Dr. Young requested to have the General Manager report out the direction given to him regarding the hiring freeze before a second could be made. This request prompt discussion which then ensued. President Hawkins reminded the Directors that there was a request to speak on this item by Anthony “Butch” Araiza and discussion temporarily stopped. Mr. Araiza came forward at this time for public comments and made his remarks to the Board regarding the item. President Hawkins then announced that the item would be tabled to allow time to refine the verbiage of the resolution. Director Dr. Taylor seconded the motion previously made by Director Greg Young. Director Dr. Young reiterated his request to have the General Manager report out on the direction he was given but being that there was a motion that was properly second on the floor the following vote was taken before the direction could be reported.

RESULT:	TABLED [4 TO 0] Next: 1/16/2020 6:00 PM
MOVER:	Channing Hawkins, President
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young
ABSTAIN:	Clifford Young

Following the previous vote, President Hawkins motioned to give direction to the General Manager regarding hiring however the item had already been voted on. Director Greg Young inquired with Legal Counsel if direction could be given to the General Manager since the item was closed. Mr. Tafoya advised the Board that since the item was already voted on the Board would need to vote to bring this item back for the Board to give direction to the General Manager. Director Dr. Taylor then motioned to bring the item back which was second by Director Dr. Young and the following vote was recorded:

- **MOTION TO BRING BACK ITEM NO. 10**

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

After this item was brought back Dr. Young motioned to table the item and to give direction to the General Manager as stated by President Hawkins. The General Manager was instructed as follows: there will be a hiring freeze on all new hires, promotions, transfers as well as pay increases with exception to merit based increases that come as a part of the yearly annual review

WVWD

Minutes: 12/19/19

process until the Board is able to address the Resolution and concerns with the Human Resources practices. Additionally, the General Manager can appeal to the Board for critical need items. Director Dr. Taylor second the motion and the motion passed as recorded below.

- **TABLE RESOLUTION 2019-27 APPROVING A TEMPORARY FREEZE ON HIRING DISTRICT PERSONNEL WITH DIRECTION TO THE GENERAL MANAGER**

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

11. A REQUEST FOR QUALIFICATION FOR THE RECRUITMENT OF THE VACANT ASSISTANT GENERAL MANAGER POSITION

President Hawkins opened this item up for discussion. The Board Secretary informed the Board that direction was given to her, to have the item listed on the agenda as “Request for Qualification” rather than “Request for Proposal.” However, due to technical difficulty the change did not save and the error was discovered after the agenda posted. Director Greg Young then commented that he was unsure of what the Board was voting on since there was no staff report to reference. President Hawkins clarified that there had been question on the hiring processes of the past Assistant General Managers and wanted to make the recruitment process transparent to the public. The Directors then engaged in a discussion regarding the current District hiring practices and if an outside firm was needed. Following this discussion Director Dr. Taylor motioned to amend Item No. 11 to “Allow the Board to search for an outside professional firm to conduct a recruitment for the two vacant Assistant General Manager positions for Operation and Engineering, and to have the General Manger bring the firms back to the Board by January 16, 2020.” Director Dr. Young second the motion. The motion passed as follows:

RESULT:	APPROVED AS AMENDED [4 TO 1]
MOVER:	Michael Taylor, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
NAYS:	Gregory Young

12. ADOPT RESOLUTION NO. 2019-25, AMENDING SCHEDULE “B” STANDING COMMITTEES AND SCHEDULE “C” OUTSIDE MEETINGS OF ORDINANCE NO. 85, COMPENSATION AND POLICIES RELATED TO BOARD

Director Greg Young began discussion by pointing out a typographical error and the Ordinance being amended is No. 85 not No. 84. His comment was noted by President Hawkins. The Directors then began discussion on the committee assignments and agreed upon the following list with the first name indicating the Chair of the committee:

WVWD

Minutes: 12/19/19

Executive

Channing Hawkins, President
Kyle Crowther, Vice President

Engineering, Operations and Planning Committee

Greg Young, Director
Kyle Crowther, Vice President

Human Resources

Dr. Michael Taylor, Director
Channing Hawkins, President

Safety and Technology Committee

Dr. Michael Taylor, Director
Kyle Crowther, Vice President

Finance

Dr. Clifford Young, Director
Dr. Michael Taylor, Director

External Affairs

Dr. Clifford Young, Director
Channing Hawkins, President

Bloomington MAC

Greg Young, Director
Kyle Crowther, Vice President
Channing Hawkins, President (Alternate)

San Bernardino Valley Municipal Water District

Board Meetings
Dr. Clifford Young, Director
Dr. Michael Taylor, Director (Alternate)

Western Coalition of Arid States

Greg Young, Director
Dr. Clifford Young, Director
Channing Hawkins, President (Alternate)

San Bernardino Valley Municipal Water District

Advisory Commission on Water Policy
Dr. Michael Taylor, Director
Channing Hawkins, President (Alternate)

ACWA/JPIA

Channing Hawkins, President
Dr. Michael Taylor, Director
General Manager (Alternate)

West End Water Development Treatment and

Conservation Joint Powers Authority
Channing Hawkins, President
Dr. Michael Taylor, Director
Kyle Crowther, Vice President (Alternate)

ACWA

All Directors

Director Greg Young motioned to amend Ordinance 85 to reflect the designated committee members as discussed. Director Dr. Second the motion which passed as follows:

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

13. ADOPTION OF AY 2020 BOARD OF DIRECTORS AND COMMITTEE/OUTSIDE MEETINGS MASTER CALENDAR

President Hawkins informed the Board the that the calendar being presented can be modified if needed by the newly formed committees. Director Dr. Young then informed the Board that he was unable to attend the Finance Committee Meeting scheduled for December 20, 2019. There was a short discussion which resulted in Director Dr. Young motioning to cancel the December

WVWD

Minutes: 12/19/19

20, 2019 Finance Committee meeting. Director Dr. Taylor second the motion which passed by the following vote:

- **CANCEL THE FINANCE COMMITTEE MEETING SCHEDULED ON DECEMBER 20, 2019 AT 10:00 A.M.**

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

Following the vote to cancel the Finance Committee meeting, the Board engaged in a short discussion of the meetings calendar. President Hawkins commented that the calendar was being presented to the Board as a response to the public's concern about meetings being cancelled and there not being a regular schedule to reference. Director Greg Young made a substitute motion to table the calendar until the committees were able to confirm regular meeting dates. Director Dr. Taylor second the substitute motion which passed by the following Vote:

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

14. CONSIDER PURCHASING A 2-YARD DUMP TRUCK

Joanne Chan, Operations Manager, presented the staff report to the Board of Directors for this item. There was no discussion on this item. Director Dr. Taylor motioned to approve the item, second by Director Greg Young. The item was approved by the following vote:

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

15. CONSIDER NOTICE OF COMPLETION RECORDATION FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT

Rosa Gutierrez, Senior Engineer, presented the staff report to the Board of Directors. Director Dr. Taylor motioned to approve this item, seconded by Vice President Kyle Crowther. There was no discussion on this item. The Board of Directors then voted to approve the item as recorded below.

WVWD

Minutes: 12/19/19

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

16. APPROVAL OF AN AMENDMENT FOR PROFESSIONAL SERVICES WITH MV CHENG & ASSOCIATES INC.

Shamindra “Rickey” Manbahal, Chief Financial Officer, presented the staff report to the Board of Directors and provided a brief history of the work performed by M.V. Cheng at the district. Following his report, President Hawkins posed a few questions concerning the work being performed and district staffing. The Directors then engaged in a lengthy discussion on the matter. Director Dr. Young motioned to issue a Request for Proposal for a local CPA firm to conduct the work necessary for the district following this discussion. Director Greg Young second the motion which failed by the recorded vote below:

- **ISSUE A REQUEST FOR PROPOSAL FOR A LOCAL CERTIFIED PUBLIC ACCOUNTING FIRM TO CONDUCT THE WORK NECESSARY FOR THE DISTRICT**

RESULT:	DEFEATED [2 TO 1]
MOVER:	Clifford Young, Director
SECONDER:	Gregory Young, Director
AYES:	Clifford Young, Gregory Young
NAYS:	Michael Taylor
ABSTAIN:	Channing Hawkins, Kyle Crowther

- **REJECT APPROVAL OF AN AMENDMENT FOR PROFESSIONAL SERVICES WITH MV CHENG & ASSOCIATES INC.**

The timeline for the work to be completed by M.V. Cheng continued to be discussed following the failed motion. Director Greg Young then motioned to table the item however there was no second and the motion failed. Misty Cheng then came forward to answer any questions presented by the Directors. Director Dr. Taylor motioned to approve the items after more concerns were addressed however there was no second and the motion also failed. Director Greg Young then motioned to reject Item No. 16 and clarified that a “Yes” vote indicates the rejection to approve. The motion was seconded by Director Dr. Young and passed.

RESULT:	APPROVED [4 TO 1]
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Kyle Crowther, Clifford Young, Gregory Young
NAYS:	Michael Taylor

17. INCREASE AMOUNT FOR AEROTEK, INC. FOR TEMPORARY LABOR SERVICES FOR FISCAL YEAR 2019-20

President Hawkins called forward Mr. Anthony “Butch” Araiza to present his public comments to the Board before the item was discussed. Mr. Araiza came forward and made brief remarks. Jeremiah Brosowske then came forward and presented the staff report to the Board and discussion followed regarding the proposed contract and the recent direction given to the General Manager regarding hiring. Director Greg Young then motioned to reject the contract and again clarified that a “Yes” vote would indicate a rejection to approve the item. Director Dr. Young seconded the motion and the Board continued further discussion. After the discussion was fully exhausted the following vote was taken to reject the contract:

- **REJECT APPROVAL TO INCREASE AMOUNT FOR AEROTEK, INC. FOR TEMPORARY LABOR SERVICES FOR FISCAL YEAR 2019-20**

RESULT:	APPROVED [5 TO 0]
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

18. CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO USER LICENSING AND HOSTING SERVICES

President Hawkins commented that the item being presented would be better congruent to table to a later date when the Board could thoroughly ask questions. The Directors then discussed a date to hold a Special Meeting to review this contract along with related Item No. 19. Director Greg Young then made one motioned to table Items No. 18 and 19 to the Special Meeting on January 9, 2020. Director Dr. Young second the motion which passed by the following vote:

RESULT:	TABLED [UNANIMOUS] Next: 1/09/2020 6:00 PM
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

19. CONSIDER A CIP BUDGET AND CONTRACT AMENDMENTS TO IMPLEMENT A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) UTILIZING MAXIMO SOFTWARE

Director Greg Young made one motion to table Items No. 18 and 19 to the Special Meeting scheduled on January 9, 2020. Director Dr. Young second the motion and the following vote was taken:

RESULT:	TABLED [UNANIMOUS] Next: 1/16/2020 6:00 PM
MOVER:	Gregory Young, Director
SECONDER:	Clifford Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

20. APPROVAL OF PAYMENT TO LEAL TREJO FOR PROFESSIONAL SERVICES RENDERED JUNE 2019 THROUGH NOVEMBER 2019. JUNE 2019, INVOICE NO. 17648: \$44,344.94; JULY, 2019, INVOICE NO. 17686: \$41,717.50; INVOICE NO. 17685: \$1,581.34; JUNE 2019, INVOICE NO. 17656: \$10,320.00; JULY 2019, INVOICE NO. 17684: \$5,220.00; AUGUST 2019, INVOICE NO. 17718: \$16,043.89; SEPTEMBER 2019, INVOICE NO. 17717: \$15,000.00; AUGUST 2019, INVOICE NO. 17716: \$8,156.00; SEPTEMBER 2019, INVOICE NO. 17765: \$28,500.00; SEPTEMBER 2019, INVOICE NO. 17763: \$9,390.00; NOVEMBER 2019, INVOICE NO. 17764: \$942.00; OCTOBER 2019, INVOICE NO. 17796: \$20,282.50; OCTOBER 2019, INVOICE NO. 17794: \$1,760.00; NOVEMBER 2019, INVOICE NO. 17795: \$657.15; OCTOBER 2019, INVOICE NO. 17796: \$20,282.00

Director Dr. Young announced that he could not participate in discussion before the Directors engaged in conversation. President Hawkins then inquired with Legal Counsel on the general nature of the invoices being presented. Mr. Tafoya briefly explained the nature of each invoice to which President Hawkins commented on the cost incurred and discussion ensued. President Hawkins then motioned to pay Invoice No. 17656, 17684, 17716, 17763, and 17794 which were identified as being related to closed investigations only. Vice President Kyle Crowther second the motion and the following vote was recorded with Director Greg Young and Director Dr. Young abstaining from the vote:

- **AMENDED - APPROVAL OF PAYMENT TO LEAL TREJO FOR PROFESSIONAL SERVICES RENDERED JUNE 2019 THROUGH NOVEMBER 2019. JUNE 2019, INVOICE NO. 17656: \$10,320.00; JULY 2019, INVOICE NO. 17684: \$5,220.00; AUGUST 2019, INVOICE NO. 17716: \$8,156.00; SEPTEMBER 2019, INVOICE NO. 17763: \$9,390.00; OCTOBER 2019, INVOICE NO. 17794: \$1,760.00**

RESULT:	ADOPTED AS AMENDED [3 TO 0]
MOVER:	Channing Hawkins, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther
ABSTAIN:	Clifford Young, Gregory Young

21. APPROVAL OF PAYMENT TO ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED MARCH 2019 THROUGH OCTOBER 2019. AUGUST 2019, INVOICE NO. 26102: \$34,892.51; SEPTEMBER 2019, INVOICE NO. 26105: \$36,712.83; OCTOBER 2019, INVOICE NO. 26107: \$25,875.00; MARCH 2019, INVOICE NO. 25749: \$2,448.92; AUGUST 2019, INVOICE NO. 26101: \$14,628.97; SEPTEMBER 2019, INVOICE NO. 26104: \$21,246.44; OCTOBER 2019, INVOICE NO. 26106: \$6,990.00; AUGUST 2019, INVOICE NO. 26103: \$25,942.50

President Hawkins began discussion by inquiring with legal counsel on the nature of the invoices. Mr. Tafoya informed President Hawkins that the invoices pertained to open litigation,

WVWD

Minutes: 12/19/19

closed litigation, and investigations. President Hawkins then made a few remarks on the cost of the legal fees. No other comments were made. President Hawkins then motioned to approve payment, seconded by Director Dr. Taylor. The following vote was then taken with Director Greg Young abstaining from the vote:

RESULT:	APPROVED [3 TO 1]
MOVER:	Channing Hawkins, President
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther
NAYS:	Clifford Young
ABSTAIN:	Gregory Young

22. APPROVAL OF PAYMENT TO THE KAUFMAN LAW FIRM FOR PROFESSIONAL SERVICES RENDERED IN OCTOBER 2018, INVOICE NO. 10130: \$24,430.00 AND JANUARY 2018, INVOICE NO. 10140: \$69,120.75

President Hawkins opened discussion for approval of this item. Director Greg Young raised concern of the date of the invoices and delay in requesting payment and discussion ensued. Director Greg Young then motioned to table this item to the January 16, 2020 meeting and to have Mr. Kauffman explain the delay in billing. Director Dr. Taylor second the motion and the following vote was taken:

RESULT:	TABLED [UNANIMOUS] Next: 1/16/2020 6:00 PM
MOVER:	Gregory Young, Director
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

23. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2019, INVOICE NO. 19-1011: \$10,045.70

President Hawkins opened this item for discussion to which there was none. Vice President Crowther motioned to approve this item which was seconded by Director Dr. Taylor. The motioned passed by the following vote:

RESULT:	APPROVED [4 TO 1]
MOVER:	Kyle Crowther, Vice President
SECONDER:	Michael Taylor, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young
NAYS:	Clifford Young

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

- **Board Members**
 - **President Channing Hawkins:** Briefly commented on his commitment to transparency and accountability. Then gave three directives to the General manager, staff and Chief Financial Officer. He began by informing the attendees and public that there had been concern expressed over contracts that were entered by the General Manager that the Board has not had an opportunity to review. As a result,

WVWD

Minutes: 12/19/19

President Hawkins called a Special Meeting on January 9, 2020 for the Board to review these contracts. His first direction was to the General Manager and District Managers to refrain from engaging in any further contracts unless they have first been sent to the Board President for review and approval. The request must include the nature of the services being sought, why the district needs the services and the cost of the contract being requested. President Hawkins reaffirmed that the directive was only a temporary measure until policies were able to be implemented and that the directive will also give an opportunity to the Board to understand the needs of the district. His second directive was for the General Manager and CFO to continue working with the Pun Group to implement the recommendations from the audit. Lastly, President Hawkins directed the Acting Human Resources/Risk Manager to prepare a report for the next Human Resources Committee Meeting regarding the implementation of recommendations outlined in a 2016 memorandum of Human Resources practices. President Hawkins also informed the public and attendees that the January 2, 2020 Board meeting had been cancelled and called their attention to the calendar in the agenda.

President Hawkins made additional remarks following the other Directors comments. He addressed the employees and reassured them that no retaliation would be tolerated based on the recent issues that were brought forward. The Board Secretary then reminded President Hawkins that he was going to give direction to the General Manager regarding Item No. 11. President Hawkins then gave direction to Mr. Mansell to issue a request for qualifications for firms to conduct a recruitment for the vacant Assistant General Manger positions. Mr. Mansell is to present his findings to the Board at the next regular meeting.

- **Vice President Crowther:** Thanked the public who were viewing the meeting online and the attendees. He thanked the staff for their commitment to the district and raising concern to issues they may find problematic. He wished everyone a Merry Christmas and a safe New Years.
- **Director Greg Young:** Also thanked the employees for attending and expressed his appreciation of the work they do. He briefly commented on a letter that had been sent out by the staff and his feeling of a need for change. He also wished everyone a Merry Christmas and a Happy New Year.
- **Director Dr. Young:** Commented on recent events being brought to his attention. Based on these concerns he then requested to have the General Manager reviewed during Closed Session at the next Regular Board of Directors meeting (January 16, 2020). Director Dr. Young also requested to review General Counsel at the same meeting during Closed Session. He commented that it's been a shame to be informed of issues at the district via the newspaper and felt it was time to deal with the difficult issues at hand. He thanked the employees for their attendance and asked that they continue their communication with the Directors. Director Dr. Young also wished everyone a Merry Christmas and Happy New Year.
- **Director Dr. Taylor:** Wished everyone a Merry Christmas and a Happy New Year. Director Dr. Taylor then complimented President Hawkins on his conducting of the

meeting. He also thanked the executive staff for the work they put into the district and legal counsel for his services.

- **Legal Counsel**
 - There was no final action taken during Closed Session to report on. Following the General Manager and Assistant General Managers comments, Mr. Tafoya commented on statements made by Director Dr. Young during the meeting and asked that the Board address these issues.
- **General Manager and Staff**
 - **General Manager:** No report.
- **Assistant General Manager:**
 - Jeremiah Brosowske thanked the IT staff, Public Affairs and himself for getting the livestream operational for the meeting. President Hawkins also chimed in and thanked the staff for quickly responding to his request.

FUTURE BUSINESS ITEMS

There were no items discussed.

CLOSED SESSION

Mr. Tafoya announced that there was no final action taken during closed session. This concluded his report.

- **ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Seven (7)
- **CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION** Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677

ADJOURN

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 12/19/19

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
January 16, 2020

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jeremiah Brosowski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Shamindra Manhabal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance
- Opening Prayer - Led by Reverend Jose Vindel, Rialto United Methodist Church
- Call to Order
- Roll Call of Board Members

WVWD

Minutes: 1/16/20

ADOPT AGENDA

President Channing Hawkins motioned to table Items No. 9 and 11 to the January 16, 2020 meeting, and to table and give direction to General Counsel for Item No. 10. The direction given was to have General Counsel advise on Item No. 10 in preparation for the January 16, 2020 meeting. Director Dr. Taylor second the motion and the following vote was taken:

TABLE ITEM NO. 9, 10, AND 11 TO THE FEBRUARY 6, 2020 REGULAR MEETING AND ADOPT BALANCE OF AGENDA

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

PUBLIC PARTICIPATION

Comments were made to the board by Anthony "Butch" Araiza, and Gill Navarro (Director, San Bernardino Valley Municipal Water District). Additional remarks to the Board of Directors were also made by Don Griggs on behalf of Hardy Brown and himself, Diana Araiza, and Gary Grossich (Vice Chairman, Bloomington Municipal Advisory Council). No further comments were made.

INFORMATION

1. UPDATE ON FXB/FBR.

Operations Manager, Joanne Chan, gave a brief report to the Board of Directors regarding the Fixed Bed Reactor (FXB) and Fluidized Bed Reactor (FBR). Ms. Chan reported first on the FBR and explained that the plant was taken off-line on December 30, 2019 due to process issues. She informed the Board that this presented an opportunity to work on the filter and underdrain project which is anticipated to be complete in two months, and the FBR will be brought back on-online after the project is complete. Ms. Chan also explained that the district is also exploring options to discharge FBX/FBR recharge water. The first option is to discharge into the Cactus Basin. The challenge would be to do so without creating habitat and obtaining all the necessary environmental permits to maintain the basin. The first option also includes a \$2,500,000.00 mitigation fee. Option two is to discharge into the Rialto sewage system. However, this option would be costly. She also informed the Board that in the meanwhile, the district is also in the process of amending its long term permit to increase the discharge flow from 250-2,000 gpm. The last option Ms. Chan presented is to convert Well No. 33 into an injection well and is projected to cost \$1,500,000.00. Ms. Chan then introduced Jess Brown from Carollo Engineers to give an update on the FXB. Mr. Brown informed the Board that Carollo Engineers is in the process of working on punch list items before turning over the plant to the district. He reported that Carollo Engineers wanted to ensure the plant is running properly and discharging correctly before finalizing the project.

WVWD

Minutes: 1/16/20

President Hawkins asked Ms. Chan what impact the FXB/FBR has on the water service provided by the district. Ms. Chan responded that the FXB/FBR does no impact delivering water to the rate payers. Director Greg Young also inquired when Carollo Engineers anticipates finalizing the project. Mr. Brown responded that he anticipates the project to be finalized 1-2 months after the plant begins discharging.

2. SPECIAL DISTRICT LEADERSHIP FOUNDATION (OUR COMMITMENT TO EXCELLENCE)

Jeremiah Brosowske, Assistant General Manager, introduced Ms. Birts who presented to the Board of Directors the plan for West Valley Water District to become a “District of Distinction” through the Special Leadership District Foundation (SDLF). Following the presentation President Hawkins briefly commented on the credibility of SDLF and obtaining accountability by an outside agency for transparency. He also informed the public that the district has not taken action on becoming a District of Distinction and a formal vote will be taken at a later date. The presentation was intended to inform the public on the districts vision. He then gave direction to Mr. Brosowske and Ms. Birts to begin the application process and to bring their update back to the Board for approval.

CONSENT CALENDAR

At this time President Hawkins announced that Shamindra “Ricky” Manbahal, Chief Financial Officer, had a correction for the Treasurers Report on the Consent Calendar. Mr. Manbahal then informed the Board that he found an error while reviewing the report presented in the packet. The Treasures Report included the August ending balance instead of Septembers ending balance. The August ending balance was \$12,709,736.10 and Septembers ending balance was \$12,703,049.18 for a difference of \$6,686.92. He then distributed a corrected report to the Directors (attached as Exhibit “A”). Director Greg Young then motioned to adopt the Consent Calendar with the amended Treasure's Report. Director Dr. Taylor second the motion which passed by the following vote:

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

- 3. RECEIVE AND FILE MONTHLY FINANCIAL REPORT AS OF NOVEMBER 2019**
- 4. DECEMBER 2019 PURCHASE ORDER REPORT**
- 5. RECEIVE AND FILE NOVEMBER 2019 CASH DISBURSEMENTS REPORT**
- 6. TREASURER REPORT SEPTEMBER 2019**

WVWD

Minutes: 1/16/20

BUSINESS MATTERS

7. APPROVAL OF PAYMENT TO THE KAUFMAN LAW FIRM FOR PROFESSIONAL SERVICES RENDERED IN OCTOBER 2018, INVOICE NO. 10130: \$24,430.00 AND JANUARY 2018, INVOICE NO. 10140: \$69,120.75

President Hawkins began discussion by reminding the Board that there was a request at the last meeting to have Mr. Kaufman attend this meeting to explain why these invoices were just now being submitted for work done in 2018. President Hawkins informed the Board that Mr. Kaufman prepared a response. The Board Secretary then read the following letter:

RE: West Valley Water District Investigation re: Clifford Young

Dear Mr. Tafoya:

As you know, I represent attorney Martin J. Kaufman, Esq. and the Kaufman Law Firm. I am writing this letter in response to Greg Young's request of client, Mr. Kaufman, to personally attend the District's next Board of Direct meeting and address the timing of his law firm's bills.

It is my understanding that during the December 19, 2019 meeting of the District's Board of Directors ("BOD"), the Kaufman Law Firm's ("TKLF") billings (as reflected in invoices 10130 and 10140) were on calendar to be approved. However, Director Greg Young apparently took steps to remove these billings from the agenda (apparently before the meeting even started) and made a formal "motion" which Director and Qui Tam Plaintiff, Clifford Young, apparently seconded. For whatever reason, Director Young then requested that my Client personally attend the next BOD meeting and address the timing of his firm's bills.

I find the actions of Director Greg Young to be highly suspicious given that he is a percipient witness to my Client's recent investigation of his admitted confederate, Director and Qui Tam Plaintiff Clifford Young, and conspicuously the only individual who has offered multiple declarations in support of the meritless qui tam lawsuit, which Mr. Kaufman and his firm were needlessly drawn into. To add to the suspect nature of this "inquiry," I note that Clifford Young is the target of this investigation and the subject of my Client's billings. To say that these Directors are conflicted is an obvious understatement.

Equally suspect is the fact that this "Young and Young driven inquiry" has nothing to do with the substance of my Client's billing, but, rather the timing of the 2nd (and final bill submitted in October 2019). If nothing else, it certain begs the question, given that my Clients had in fact, performed and completed this voluminous piece of work, and were under no legal or contractual obligation to submit these bills at some earlier point in time, "what exactly are they driving at"?

As you know, during the TKLF investigation, and before it rendered conclusions, Mr. Kaufman and TKLF were maliciously drawn into this frivolous lawsuit, for nothing more than exercising their First Amendment Rights (as well as the District's First Amendment rights), and were consequently required to incur great expense to defend themselves from spurious allegations by the very BOD members who now conspicuously question the timing of these bills. Significantly, while I now stand in a position where both they and I know,

WVWD

Minutes: 1/16/20

there is not one scintilla of evidence to justify any of these factually and legally frivolous claims against Mr. Kaufman and or his firm, my Clients have been and continue to be irreparably harmed by their malicious conduct.

Given what I now know about Directors Young and Young, it is reasonable to believe that their actions are simply a veiled attempt to harm my Clients, which will not be tolerated. Therefore, unless and until the “Youngs” provide me with a reasonable explanation for their purported “concerns,” I am neither inclined to permit Mr. Kaufman to explain the timing of his law firm’s bills, which reflect a substantial amount of work that benefitted the District; nor is Mr. Kaufman legally obligated to do so.

To be clear, if these Directors unwisely choose to use this as some poor excuse not to pay these bills for the work that my Clients’ legitimately and competently performed, they do so at their own risk. I am supremely confident that any trier of fact will look my Client’s work and easily substantiate their billings. Moreover, given the BOD made no request of TKLFF to submit same prior to submission, I am equally confident that no trier of fact will determine that TKLFF acted in any sort of dilatory manner.

In closing, if the BOD believes that TKLFF’s billings is somehow overstated, incorrect and/or illegal, it is the BOD’s obligation to inform me of such in writing and in great detail. Absent such a showing, I will assume, as the law provides, that the District has no real issue with these bills and will therefore expect prompt payment in full.

Should you have any questions, please contact me at my office at your earliest convenience.

Very truly yours,
H. Jason Cohen, Esq.
HJC Law Group, APC

Following the reading of Mr. Kaufman’s response, President Hawkins suggested tabling this item and discussion ensued. Director Dr. Taylor then motioned to approve the invoices for payment, seconded by Vice President Crowther. Director Greg Young then responded to the letter by clarifying that he did not question if the work was done but rather why the billing was received several months following the date of the invoice. He reiterated that he was only seeking clarification on the billing and had a right to do so. Director Dr. Young requested to have this item tabled however there was already a motion and second made for this item. A vote was then taken and the motion failed to pass.

RESULT:	DEFEATED [2 TO 2]
MOVER:	Michael Taylor, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther
NAYS:	Clifford Young, Gregory Young
ABSTAIN:	Channing Hawkins

WVWD

Minutes: 1/16/20

8. APPROVAL OF PAYMENT TO LEAL TREJO FOR PROFESSIONAL SERVICES RENDERED JUNE 2019 THROUGH NOVEMBER 2019. JUNE 2019, INVOICE NO. 17648: \$44,344.94; JULY 2019, INVOICE NO. 17685: \$1,581.34; JULY, 2019, INVOICE NO. 17686: \$41,717.50; SEPTEMBER 2019, INVOICE NO. 17717: \$15,000.00; AUGUST 2019, INVOICE NO. 17718: \$16,043.89; NOVEMBER 2019, INVOICE NO. 17764: \$942.00; SEPTEMBER 2019, INVOICE NO. 17765: \$28,500.00; NOVEMBER 2019, INVOICE NO. 17795: \$657.15; OCTOBER 2019, INVOICE NO. 17796: \$20,282.00.

President Hawkins began discussion by inquiring with Legal Counsel the nature of the invoices presented. Mr. Tafoya confirmed that the invoices presented are for the Qui Tam litigation. President Hawkins then requested to have the attorneys from Leal Trejo attend the next Closed Session to give an update on the status of the litigation. Mr. Tafoya agreed to request their attendance at the next meeting. Director Dr. Taylor then mentioned that some of the Board members would not be able to participate in the discussion due to legal conflicts and some of the questions they have would not be able to be answered. Mr. Tafoya informed President Hawkins that as a named party in the litigation, he could not advise him on how to proceed following this statement. Director Dr. Taylor then motioned to table this item to the next Board of Directors meeting or the Special Board of Directors meeting on January 25, 2020. Vice President Kyle Crowther seconded the motion. The vote was then taken with Director Dr. Young abstaining. Following this motion there was a brief debate amongst the Directors and Legal Counsel regarding who could participate in the discussion that just occurred. President Hawkins noted the comments made and reiterated that this item would still move forward to the next meeting.

RESULT: TABLED [4 TO 0] Next: 2/6/2020 6:00 PM
MOVER: Michael Taylor, Director
SECONDER: Kyle Crowther, Vice President
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young
ABSTAIN: Clifford Young

9. CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO USER LICENSING AND HOSTING SERVICES WITH POLARIS SOLUTIONS

During the Adoption of the agenda President Channing Hawkins motioned to table Items No. 9 and 11 to the January 16, 2020 meeting, and to table and give direction to General Counsel for Item No. 10. The direction for General Counsel was to review and advise the Board on Item No. 10 in preparation for the February 6, 2020 meeting. Director Dr. Taylor second the motion and the following vote was taken:

RESULT: TABLED [UNANIMOUS] Next: 2/6/2020 6:00 PM
MOVER: Channing Hawkins, President
SECONDER: Michael Taylor, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

WVWD

Minutes: 1/16/20

10. CIP BUDGET AND CONTRACT AMENDMENTS TO IMPLEMENT A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) UTILIZING MAXIMO SOFTWARE

During the Adoption of the agenda President Channing Hawkins motioned to table Items No. 9 and 11 to the January 16, 2020 meeting, and to table and give direction to General Counsel for Item No. 10. The direction for General Counsel was to review and advise the Board on Item No. 10 in preparation for the February 6, 2020 meeting. Director Dr. Taylor second the motion and the following vote was taken:

RESULT: TABLED [UNANIMOUS] Next: 2/6/2020 6:00 PM
MOVER: Channing Hawkins, President
SECONDER: Michael Taylor, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

11. AGREEMENT FOR AS-NEEDED, ON-CALL TECHNICAL SERVICES WITH CAROLLO ENGINEERS, INC. FOR FIXED BED (FXB) & FLUIDIZED BED (FBR) BIOTREATMENT SYSTEMS AND WATER RESOURCES SUPPORT

During the Adoption of the agenda President Channing Hawkins motioned to table Items No. 9 and 11 to the January 16, 2020 meeting, and to table and give direction to General Counsel for Item No. 10. The direction for General Counsel was to review and advise the Board on Item No. 10 in preparation for the February 6, 2020 meeting. Director Dr. Taylor second the motion and the following vote was taken:

RESULT: TABLED [UNANIMOUS] Next: 2/6/2020 6:00 PM
MOVER: Channing Hawkins, President
SECONDER: Michael Taylor, Director
AYES: Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

12. AGREEMENT WITH MUNITEMPS FOR THE INTERIM POSITION OF HUMAN RESOURCES & RISK MANAGER

Discussion began by President Hawkins. He informed the public that this item was brought to the Board via an emergency action. He briefly explained that the district currently does not have a full time acting Human Resources/Risk Manager. The requirement for the candidate included the stipulation that the candidate not be affiliation with any Board members, an advanced education in Human Resources, obtain verified certification in the public sector, as well as experience in the public sector, and ability to comply with new laws. MuniTemp was the selected firm and presented a six-month contract which stipulates the chosen candidate cannot be relived of anything less than cause, and will report directly to the Executive Committee which consist of President Channing Hawkins and Vice President Kyle Crowther. Director Dr. Young motioned to approve the contract on an emergency basis for six months following President Hawkins comments. Director Dr. Taylor seconded the motion. Director Greg Young then thanked President Hawkins for his clarification on the item. President Hawkins acknowledged that this item was brought forward collectively from the Board of Directors and not by one single individual. Mr. Tafoya then made a point of clarification that the contract in the packet had been modified and the contract President Hawkins identified in his comments had three

WVWD

Minutes: 1/16/20

changes from the original contract. The changes are: 1) termination for cause as opposed to being “at will” 2) the contract will be for a duration of six months and 3) there is a required 30-day termination notice period. The amended contract is attached as “Exhibit B.” Director Dr. Young accepted the changes Mr. Tafoya identified as an amendment to his motion, and Director Dr. Taylor seconded the motion. The following vote was then taken:

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

13. RESOLUTION 2020-1 APPROVING A TEMPORARY FREEZE ON HIRING DISTRICT PERSONNEL

Director Greg Young began discussion by informing the Board that he carefully considered this item and would be abstaining from the vote. He further explained that he felt the resolution did not go far enough to address the numerous hires and changes made by the General Manager prior to the December 19, 2019 meeting when direction was given to the General Manager to halt all hiring. Following his comments Director Dr. Taylor motioned to adopt the resolution and President Hawkins seconded the motion. Director Dr. Young requested further discussion on Director Greg Young’s abstention and the direction that was given to the General Manager. Discussion then ensued. During the discussion, Director Dr. Young inquired how many employees were hired since the December 19, 2020 meeting when direction was given to the General Manager to halt all hiring. Mr. Mansell informed the Board that there were no new hires however, three new employees had accepted employment offer letters prior to December 19, 2019 and were currently onboarding. President Hawkins responded to Director Greg Young’s comment by saying he felt the resolution was an important *first* step to help the district function regularly. The following vote was then recorded:

RESULT:	ADOPTED [4 TO 0]
MOVER:	Michael Taylor, Director
SECONDER:	Channing Hawkins, President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young
ABSTAIN:	Gregory Young

14. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 4 FOR THE CUSTOMER SERVICE FOYER RENOVATION

Director Dr. Young motioned to approve this item, and Director Dr. Taylor seconded. Rosa Gutierrez, Senior Engineer, came forward to address any question the Board had. Director Greg Young inquired why there was a change order after the “Notice of Completion” had been approved at the last meeting. Mrs. Gutierrez informed Director Young that the project is not complete and the Board had approved a “Certificate of Substantial Completion.” She also informed the Board that she would be bringing one more change order to the Board for approval. Director Greg Young requested for future Notice of Completions, to inform the Board if there will be additional change orders. Following this discussion, President Hawkins

WVWD

Minutes: 1/16/20

inquired when the foyer would be open. Mrs. Gutierrez announced that the foyer would be open February 7, 2020. The following vote was then recorded:

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

15. AUTHORIZATION FOR SIGNATORY CHANGES FOR JP MORGAN CHASE, CALTRUST, LOCAL AGENCY INVESTMENT FUND (LAIF) AND US BANK ACCOUNTS

Director Greg Young motioned to approve Item No. 15, seconded by Director Dr. Taylor. There was no discussion on the item and the following vote was recorded:

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

16. CONSIDER APPROVAL OF A CEQA NOTICE OF EXEMPTION FOR THE LYTLE DEVELOPMENT COMPANY TO CONSTRUCT STORMWATER AND SURFACE WATER CATCH BASINS FOR WEST VALLEY WATER DISTRICT TO REPLACE EXISTING BASINS UNDER A COMMUNITY FACILITIES DISTRICT AGREEMENT

Director Dr. Young began discussion by inquiring if Lytle Development is building the water infrastructure facilities and if additional facilities would also be built. Mr. Mansell responded that Lytle Development is building the facility and will turn them over to the district to own and operate. He added that the cost of the facilities would not be known until a contract is negotiated. Director Dr. Young asked for clarification on the CEQA approval and if approving the CEQA would approve the project. Mr. Mansell confirmed that the CEQA being presented does not approve the project or any cost. Director Greg Young then made a few comments. He noticed that the current basins can transport flow from Roemer, but the proposed basins appeared to be further away than anticipated. He asked if a line would be built to the proposed basins and that the cost may be more than originally anticipated. Discussion then ensued. Following the discussion, Director Dr. Young requested to have the General Manager deliver a report to the Board on the project to help them better understand the full scope. President Hawkins also commented that as a newer member of the Board he would also like a report on the project to be presented to the Board and directed Mr. Mansell to prepare one. Director Greg Young then motioned to approve the item, seconded by Director Dr. Taylor and the motion passed as follows:

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

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

- **Board Members**
 - **Director Dr. Taylor:** No report.
 - **Vice President Kyle Crowther:** No report.
 - **Director Greg Young:** Made remarks about the upcoming Dr. Martin Luther King, Jr. holiday and commemorated Dr. King's vision. He also mentioned Reverend Art and Nancy Cash as influential African American leaders who affected his life and encouraged everyone to ponder Dr. King and what he stood up for.
 - **Director Dr. Young:** No report
 - **President Channing Hawkins:** Wished everyone a great weekend and was pleased to complete the agenda for the night. Mr. Tafoya then informed President Hawkins that the January 25, 2020 meeting is a continued meeting and a Closed Session would need to be noticed on a separate Special Meeting concurrently at the same time. President Hawkins noted Mr. Tafoya's remarks. President Hawkins then went on to encourage everyone to spend time with their families and reflect on what we can do to make the world a better place in the frame of Dr. King. He also thanked Director Young for his comments on his personal experience.
- **Legal Counsel**
 - No report.
- **General Manager**
 - No report.

CLOSED SESSION

Mr. Tafoya reported on Closed Session following the Roll Call of the Board members. He announced that there was an error in the listing of the Closed Session items and the Maria Guerrero vs. West Valley Water District litigation should have been the Kenny Hernandez litigation. As a result, the Kenny Hernandez case was discussed in lieu of Maria Guerrero's case. He also announced that no final action was taken during 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: Five (5)
- **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Maria Guerrero vs. West Valley Water District, San Bernardino County Superior Court Case No. CIV DS 1910987

WVWD

Minutes: 1/16/20

- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Manager
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title: General Counsel

ADJOURN

Being no further discussion, the meeting adjourned at 8:55 PM.

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 1/16/20

Exhibit A

West Valley Water District
Investment Policy Analysis
September 30, 2019

U.S. Bank - Chandler Asset Management	
Money Market	43,712.60 A
Commercial Paper	- A
Federal Agency Obligations	6,047,744.85 A
U.S. Government	3,014,767.50 A
Corporate Bonds	3,096,259.23 A
Supranational	500,565.00 A
Negotiable CD	- A
Total U.S. Bank - Chandler Asset Management Funds	12,703,049.18

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

CalTRUST Short Term Fund	15,428,842.40 A
CalTRUST Medium Term Fund	10,550,213.86 A
LAIF	16,288,196.91 A
District Cash Drawers	4,300.00 C
2016A Bond - Principal & Payment Funds	286.49 B
2016A Bond - Interest Fund	230.77 B
Total September 30, 2019 District Funds	61,314,580.56

The balances indicated above are as of September 30, 2019

Balances verified with monthly investment statements provided by client
Balances verified with monthly bank statements provided by client
Balances verified with monthly reconciliations provided by client

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

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

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	6,047,744.85
U.S. Government	No Limit	3,014,767.50
LAIF	No Limit	16,288,196.91
CalTRUST	No Limit	25,979,056.26
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	3,096,259.23
Money Market	20%	43,712.60
Bank Deposits	No Limit	6,343,760.95
Supranational	30%	500,565.00
Funds Excluded from Policy	2016A	517.26
Total September 30, 2019 District Funds		61,314,580.56

Asset Class	September 2019 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.0%	25%
Federal Agency Obligations	9.9%	30%
U.S. Government	4.9%	No Limit
LAIF	26.6%	No Limit
CalTRUST	42.4%	No Limit
Negotiable CD	0.0%	30%
Medium Term Notes (Corporate Bonds)	5.0%	30%
Money Market	0.07%	20%
Bank Deposits	10.3%	No Limit
Supranational	0.8%	30%

Exhibit B



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemps**, with principal office located at 14241 E. Firestone Blvd, Suite 400, La Mirada, CA 90638. Our corporate correspondence Mailing Address is **PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **WEST VALLEY WATER DISTRICT**, with its principal municipal office located at **855 W. Base Line Road, Rialto, CA 92376** ("DISTRICT") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM is an independent contracting firm with its own employees and will:
 - a. Recruit, screen, interview, and assign its own employees ("Assigned Employees") to perform the type of work described on [Exhibit A](#) under DISTRICT's supervision at the locations specified on [Exhibit A](#);
 - b. Pay Assigned Employees' wages every two weeks and provide them with the benefits that STAFFING FIRM offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

DISTRICT's Duties and Responsibilities

2. DISTRICT will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express advance written approval; and



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
 Phone: 1-866-406-6864 • Fax: 1-866-498-6678
 Website: www.munitemps.com

- e. Exclude Assigned Employees from DISTRICT's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits without the advance written approval of STAFFING FIRM.
- f. DISTRICT is authorized to direct STAFFING FIRM's employees to drive DISTRICT vehicles and equipment if DISTRICT assumes liability for STAFFING FIRM's employees under DISTRICT's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Delinquent Invoice Charges

- 3. DISTRICT will direct its Accounts Payable staff to pay STAFFING FIRM invoices every two weeks upon receipt when supported by an approved bi-weekly timesheet or email certification of hours worked, signed by authorized DISTRICT staff, at the hourly bill rates set forth on the [Exhibit A](#) attached to this Agreement. STAFFING FIRM shall email invoices to DISTRICT for services provided under this Agreement on a [Bi-Weekly](#) basis. DISTRICT shall sign STAFFING FIRM timesheets every other Friday by 6pm, as shown in [Exhibit B](#), to allow STAFFING FIRM employees to be paid timely every two weeks. **DISTRICT agrees to pay a LATE FEE of 10% of the invoice due on the 31st day following the date of the invoice.**
- 4. STAFFING FIRM shall email invoices and supporting timesheets directly to the DISTRICT's Accounts Payable office with a copy sent to other District Departments if so directed by the DISTRICT, however, **DISTRICT shall NOT allow Accounts Payable or any District Department to delay payment of STAFFING FIRM invoices when said invoices are supported by a signed bi-weekly timesheet or email certification of hours worked.**
- 5. STAFFING FIRM may assign two classes of Employees to the DISTRICT: (1) **Salary**, which are employees exempt from overtime pay, and (2) **Non-Salary**, which must be paid overtime and or double time pay, depending on the work schedule STAFFING FIRM employee is assigned to work at the DISTRICT. The Bi-Weekly invoice for Salary employees is billed at a flat rate as approved in the attached [Exhibit "A"](#). The Bi-Weekly invoice for Non-Salary employees is billed at an hourly rate as shown in the attached [Exhibit "A"](#). The hourly bill rate for Non-Salary employees will be **billed at premium bill rates only if DISTRICT directs STAFFING FIRM employees to work "outside" the work schedule approved in advance by DISTRICT and STAFFING FIRM**, which would trigger the overtime or double time hours at the premium bill rates approved by DISTRICT in advance in the attached [Exhibit "A"](#).

Confidential Information

- 6. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their DISTRICTs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of DISTRICT's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

- 7. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.



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Indemnification and Limitation of Liability

8. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold DISTRICT and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
9. To the extent permitted by law, DISTRICT will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by DISTRICT's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of DISTRICT or DISTRICT's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
11. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
12. The provisions in paragraphs 8 through 12 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

13. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 8 - 12 shall remain effective after termination or renewal of this Agreement.
14. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
15. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
16. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
17. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.




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- 18. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
- 19. DISTRICT will not transfer or assign this Agreement without STAFFING FIRM's written consent.
- 20. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
- 21. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- 22. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

- 23. This Agreement shall remain valid until terminated by either party upon **30 days** written notice. The **Exhibit "A"** can be terminated upon **30 days** written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

WEST VALLEY WATER DISTRICT	GOVERNMENT STAFFING SERVICES, INC.
Signature	 Signature
Printed Name	John Herrera, CPA Printed Name
Title	President / CEO Title
Date	01/16/2020 Date



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
 Phone: 1-866-406-6864 • Fax: 1-866-498-6678
 Website: www.munitemps.com

Municipality:	West Valley Water District
Client Contact:	Robert Tafoya
Interim Position:	HR & Risk Manager
Class of Assignment:	Non-Salary (Hourly)
Bill Rate per Hour:	\$125
Hours per Week:	40
Work Schedule:	Regular Schedule
Start Date:	1/16/2020
Expected Duration:	6 Months

Notes

District Counsel

Martin Pinon

Non-Salary (Hourly) Assignments May Be Subject To Overtime Bill Rates as explained below.

Monday through Friday, 8:00AM to 5:30PM

Termination Only "For Cause" with 30 Day Notice

PROPER SUPERVISION

District will properly supervise MuniTemp employee(s) performing its work and be responsible for its business operations, services, and intellectual property. District will also properly supervise, control, and safeguard its premises, processes, or systems, and not permit MuniTemp employees to operate any vehicle or mobile equipment unless approved by MuniTemp in writing.

JOB DESCRIPTION

Responsible for managing all phases of the personnel and risk management programs, including recruitment and selection, position classification, compensation, employee and labor relations, employee development, employee benefits, workers' compensation and liability. Directs the work of professional, administrative and support staff and exercises considerable independent judgment and discretion in the performance of duties

OVERTIME / DOUBLETIME BILL RATES

Unless approved in advance in writing, District will NOT allow MuniTemp employee to work hours outside the above stated work schedule as this will trigger overtime or doubletime bill rates. The hourly bill rate will be billed at 150% for any overtime hours and 200% for doubletime hours worked by MuniTemp employees. District agrees to pay for any overtime or doubletime hours as requested and pre-approved by the District and verified on the signed timesheets.

DIRECT HIRE / CONVERSION FEE OF MUNITEMPS ASSOCIATES

District may hire MuniTemp associate (Martin Pinon) "directly" as Employee or as Independent contractor, or "indirectly" through a third party upon paying a direct hire / conversion fee as follows:

- (1) If MuniTemp associate has worked a "minimum of" 980 hours on this assignment at District (per this Exhibit A), District shall pay a direct hire / conversion fee equal to 9% of the annualized hourly pay rate (pay rate x 2,080) offered by District to MuniTemp associate.
- (2) If MuniTemp associate has worked "less than" 980 hours on this assignment at District (per this Exhibit A), District shall pay a direct hire / conversion fee equal to 18% of the annualized hourly pay rate (pay rate x 2,080) offered by District to MuniTemp associate.

INVOICING & TIMESHEET APPROVER: District shall fill out the information below for District representative who will sign the bi-weekly timesheet.

Note: A/P is primary contact to receive vendor invoices to pay MuniTemp invoices when accompanied by signed timesheet.

Name: _____ Title: _____
 Email: _____

Authorized Signature: _____ District Representative _____ Date _____

West Valley Water District
Fiscal Year 2019-20
Budget Tracking Report - Summary
Year to Date - January 27, 2020

Account Description	FY 2019-2020 Original Budget Amount	Budget Transfer In/(Out)	FY 2019-2020 Revised Budget Amount	Current Year FY2019 -2020 AS OF					% of Budget FY 2020						
Revenue															
<i>1/27/2020</i>															
Subtotal: Domestic Water Consumption Sales	16,013,478.00		16,013,478.00	10,335,295.47					64.54%						
Subtotal: Other Water Consumption Sales	1,064,440.00		1,064,440.00	391,439.81					36.77%						
Total Water Consumption Sales	17,077,918.00		17,077,918.00	10,726,735.28					62.81%						
Total Monthly Service Charges	7,044,882.00		7,044,882.00	4,135,763.74					58.71%						
Total Other Operating Revenue	6,024,224.00		6,024,224.00	3,855,504.03					64.00%						
Total Revenue	30,147,024.00	-	30,147,024.00	18,718,003.05	-	-	-	-	62%						
				Total Encumbrance	FY 2019 -2020 Actual Posted YTD Paid	Remaining PO Encumbrance	Requisition Balance	Spent to Date	% of Budget	Monthly Budget	Avg. Monthly Spent	Avg. Monthly Variance	Avg. Monthly Annual Spent	Estimated Annual Variance based on Monthly Avg	Remaining Budget
Revenue															
External Affairs/Conservation - 5710	1,115,252.00	-	1,115,252.00	778,815.93	757,989.60	20,826.33	-	778,815.93	69.83%	92,937.67	112,817.05	(19,879.38)	1,353,804.61	(238,552.61)	336,436.07
Grants & Rebates -5720	146,000.00		146,000.00	8,656.63	8,656.63	-	-	8,656.63	5.93%	12,166.67	1,253.97	10,912.69	15,047.70	130,952.30	137,343.37
Water Resources - 5730	340,060.00		340,060.00	102,500.00	24,709.00	77,791.00	-	102,500.00	30.14%	28,338.33	14,847.86	13,490.48	178,174.29	161,885.71	237,560.00
Hydro Stem Program - 5740	99,650.00		99,650.00	1,500.00	1,500.00	-	-	1,500.00	1.51%	8,304.17	217.29	8,086.88	2,607.43	97,042.57	98,150.00
Source of Supply - 5110	1,682,292.00		1,682,292.00	1,169,892.98	1,169,892.98	-	-	1,169,892.98	69.54%	140,191.00	169,467.35	(29,276.35)	2,033,608.25	(351,316.25)	512,399.02
Production - Pumping - 5210	3,227,110.00		3,227,110.00	1,636,699.07	1,579,138.53	57,560.54	653.05	1,637,352.12	50.74%	268,925.83	237,182.15	31,743.68	2,846,185.80	380,924.20	1,589,757.88
Water Quality - 5310	667,679.00		667,679.00	281,571.30	265,109.92	16,461.38	385.93	281,957.23	42.23%	55,639.92	40,843.52	14,796.40	490,122.22	177,556.78	385,721.77
Water Treatment/ Perchlorate - 5320	601,600.00		601,600.00	105,785.32	102,180.33	3,604.99	51.75	105,837.07	17.59%	50,133.33	15,331.26	34,802.08	183,975.07	417,624.93	495,762.93
Water Treatment /FBR & FBX - 5350	2,314,210.00		2,314,210.00	1,154,008.37	830,341.33	323,667.04	12,593.94	1,166,602.31	50.41%	192,850.83	168,990.68	23,860.16	2,027,888.13	286,321.87	1,147,607.69
Water Treatment /Roemer & Arsenic - 5390	1,840,730.00		1,840,730.00	1,115,309.44	838,450.79	276,858.65	4,682.50	1,119,991.94	60.84%	153,394.17	162,238.83	(8,844.67)	1,946,865.99	(106,135.99)	720,738.06
Maintenance - Transmission and Distribution - 5410	2,427,170.00		2,427,170.00	1,304,564.54	1,075,817.24	228,747.30	-	1,304,564.54	53.75%	202,264.17	188,975.49	13,288.67	2,267,705.90	159,464.10	1,122,605.46
Asset Management - 5420	422,570.00		422,570.00	229,821.04	229,815.74	5.30	-	229,821.04	54.39%	35,214.17	33,291.22	1,922.95	399,494.63	23,075.37	192,748.96
Customer Service - 5510	847,550.00		847,550.00	476,925.53	471,626.98	5,298.55	-	476,925.53	56.27%	70,629.17	69,086.07	1,543.10	829,032.84	18,517.16	370,624.47
Meter Reading - 5520	1,160,926.00		1,160,926.00	461,800.11	443,141.99	18,658.12	454.55	462,254.66	39.82%	96,743.83	66,960.89	29,782.94	803,530.67	357,395.33	698,671.34
Billing - 5530	529,525.00		529,525.00	257,626.41	257,626.41	-	-	257,626.41	48.65%	44,127.08	37,319.03	6,808.06	447,828.31	81,696.69	271,898.59
Administration - 5610	2,361,280.00		2,361,280.00	1,102,701.98	1,083,308.56	19,393.42	-	1,102,701.98	46.70%	196,773.33	159,734.26	37,039.08	1,916,811.10	444,468.90	1,258,578.02
Accounting - 5620	777,983.00		777,983.00	399,843.78	399,843.78	-	-	399,843.78	51.39%	64,831.92	57,920.23	6,911.69	695,042.73	82,940.27	378,139.22
Engineering - 5630	2,086,720.00	-	2,086,720.00	768,871.40	767,709.64	1,161.76	-	768,871.40	36.85%	173,893.33	111,376.51	62,516.82	1,336,518.17	750,201.83	1,317,848.60
Information Technology - 5640	1,225,074.00	-	1,225,074.00	553,573.05	502,608.40	50,964.65	-	553,573.05	45.19%	102,089.50	80,189.01	21,900.49	962,268.12	262,805.88	671,500.95
GIS - 5645	150,200.00		150,200.00	1,454.96	1,454.96	-	-	1,454.96	0.97%	12,516.67	210.76	12,305.91	2,529.14	147,670.86	148,745.04
Board of Directors - 5650	226,350.00	-	226,350.00	119,530.87	119,530.87	-	-	119,530.87	52.81%	18,862.50	17,314.90	1,547.60	207,778.80	18,571.20	106,819.13
Human Resources/Risk Management - 5660	809,684.00	-	809,684.00	336,152.35	328,517.95	7,634.40	-	336,152.35	41.52%	67,473.67	48,694.07	18,779.60	584,328.83	225,355.17	473,531.65
Purchasing - 5680	462,390.00	-	462,390.00	198,741.35	197,943.42	797.93	-	198,741.35	42.98%	38,532.50	28,789.10	9,743.40	345,469.25	116,920.75	263,648.65
General Operations - 5615	2,734,890.00	-	2,734,890.00	1,089,647.26	1,026,006.39	63,640.87	-	1,089,647.26	39.84%	227,907.50	157,843.19	70,064.31	1,894,118.27	840,771.73	1,645,242.74
Total Expenditures	28,256,895.00	-	28,256,895.00	13,655,993.67	12,482,921.44	1,173,072.23	18,821.72	13,674,815.39	48%	2,354,741.25	1,980,894.69	373,846.56	23,770,736.24	4,486,158.76	14,582,079.61
Monthly Budget based on daily balance															
Percentage To Date															
58%															



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CIP BUDGET AND CONTRACT AMENDMENTS TO IMPLEMENT A
 COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
 UTILIZING MAXIMO SOFTWARE

DISCUSSION:

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

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

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Raintek Enterprises, Inc.

TABLE OF CONTENTS

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

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

Section 17. Notices.

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

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

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

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

(Tel.) 714-610-2068

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

Email: apinvoices@wvwd.org

or

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

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

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

Section 18. General Provisions.

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

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

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

DISTRICT:

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

Raintek Enterprises Inc

By _____

Name Rohan Nittianandan

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

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

RECITALS

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

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

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

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

EXHIBIT "2"
TO
TASK ORDER NO. 1
COMPENSATION

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

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

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

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

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

EXHIBIT B**KEY PERSONNEL**

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

Raj Sivalingam

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by District. In no event may any required insurance policy have a deductible, self-insured retention or other similar policy provision in excess of \$50,000 without prior written approval by District in its sole discretion. At the option of District, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to the District’s additional insureds or Consultant will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

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

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

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACTIVITY
• Milestone - Start Maximo train the trainer training
• Provide classroom training for a week
• Milestone – Completion of Maximo train the trainer training
Task Item 29 – Maximo System Administrator Training
• Milestone - Start Maximo system administrator training
• Provide OJT training
• Milestone – Completion of Maximo system administrator training
Task Item 30 – Maximo End User Classroom Training
• Milestone - Start Maximo end user classroom training
• Provide classes for end users
• Milestone – Completion of end user classroom training
Task Item 31 – System Integration Testing (SIT) and Bug fixing
• Milestone – Start system integration testing (SIT) and bug fixing
• Testing individual components and all the components according to TEAMP
• Testing all the interfaces including mobile application, data migration, data loads, reports, and environments
• Present reports to WVWD
• WVWD to vet the reports
• Milestone – Completion of system integrator testing and bug fixes
Task Item 32 – User Acceptance & Systems Testing Support
• Milestone - Start user acceptance & systems testing support
• WVWD conduct UAT and systems testing
• Resolve any issues
• Verify Maximo configured to requirements standards
• Final acceptance by WVWD
• Milestone – Completion of user acceptance and systems testing
Task Item 33 – “Go-Live” Support
• Milestone - Start “Go-Live” Support
• Pre-Upgrade activities for Prod
• Configure Maximo 7.6 screens in Prod environment
• Preparation of upgraded site and Go-Live
• Maximo “Pre Go-Live” implementation support
• Provide training, and resolve issues during “Pre Go-Live” implementation
• Maximo “Post Go-Live” implementation support
• Provide training, and resolve issues during “Post Go-Live” implementation
• Milestone final acceptance of Maximo
• Milestone – Completion of “go-live” support

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

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



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Raintek Enterprises Inc

TABLE OF CONTENTS

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

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

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

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

Section 17. Notices.

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

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

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

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

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

Section 18. General Provisions.

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

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

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

DISTRICT:

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

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

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

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By Robert Tafoya

CONSULTANT:

Raintek Enterprises Inc

By Rohan Nittianandan

Name Rohan Nittianandan

Its President

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

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

RECITALS

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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


Clarence C. Mansell Jr., Interim General
Manager


Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc _____

By  _____

Name **Rohan Nittianandan** _____

Its **President** _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

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

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

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

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

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Services to be completed in 3 months from NTP.

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

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

EXHIBIT B
KEY PERSONNEL

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

Raj Sivalingam

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

TASK ORDER NO. 2

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

RECITALS

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., Interim General
Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Raintek Enterprises Inc

By _____

Name Rohan Nittianandan

Its President

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

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

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

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

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

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

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

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

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

EXHIBIT B**KEY PERSONNEL**

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

Raj Sivalingam

Attachment A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit C

THE PROPOSAL FOR THE ASSET MANAGEMENT PROGRAM

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

The TEAM Program will:

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

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

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

Benefits of Asset Management

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

For the organization:

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

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

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

- ◆ Work Order Priority Ratio - Ratio of Emergencies to Urgent to Normal work load
- ◆ Ratio of Preventive to Correctives work
- ◆ Backlog
- ◆ Corrective WO initiated versus Completed
- ◆ PM WO generated versus completed
- ◆ Wrench and Non-Wrench Time
- ◆ Non-Wrench Analysis
- ◆ Warehouse accuracy increased beyond 95%
- ◆ Warehouse turnover ratio
- ◆ Warehouse stockouts kept to below 1%
- ◆ Warehouse parts mix ABC classification
- ◆ Warehouse Excess Inventory
- ◆ Warehouse Dormant Stock
- ◆ Maintenance Cost

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

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

Task Item 2 – Purchase Maximo

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

Task Item 3 – Maximo Installation and Setup

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

Task Item 4 – Data Migration Strategy Workshop

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

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

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

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

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

Task Item 7 - Develop Maximo High Level Business Requirements

- Milestone – Start develop Maximo high level business requirements

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

- Milestone - Finish develop Maximo high level business requirements

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

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

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

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

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

- Milestone - Start organizational re-alignment

- Establish an asset management program governance structure.

- Establish an asset management group

- Recruit 3 Planner/Schedulers

- Milestone - Finish organizational re-alignment

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

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

- Conduct Workshop and Project Team Sessions on TEAMP

- Design, and Develop the Asset Register

- Design, and Develop the Asset Register Standards

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

- Develop the procedures to handle rotating assets

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

- Design, and Develop Work Management Strategies

- Design, and Develop Corrective Maintenance Practices

- Design, and Develop Planning and Scheduling Practices

- Design, and Develop Work Flow

- Design, and Develop RCM Methodology for Failure Hierarchy Development

- Design, and Develop RCM Methodology for PM Production

- Design, and Develop PM and PdM Practices

- Design, and Develop Job Plans

- Design, and Develop Time Card Practices

- Design, and Develop Warehouse and Inventory Control Practices

- Design, and Develop the Purchasing Management Practices

- Design, and Develop Performance Measures

- Design, and Develop Reports and Reporting Protocol

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

- Milestone - Submit to MBL the TEAMP and Maximo Requirements

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

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

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

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

Task Item 29 -- Maximo System Administrator Training

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

Task Item 30 -- Maximo End User Classroom Training

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

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

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

Task Item 32 -- User Acceptance & Systems Testing Support

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

Task Item 33 -- "Go-Live" Support

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

Task Item 34 -- Systems Integration

- Milestone - Start systems integration
- Discussion with WVWD on integration desires by WVWD
- Recommendations on appropriate integration links
- Discussions with Tyler Consultant on integration nodes
- Develop integration document between Maximo and Tyler
- Develop integration document between Maximo and GIS
- Estimate time required for discovery to develop and perform integration
- Test integration between Maximo and Tyler in Dev Mode
- Test integration between Maximo and GIS in Dev Mode

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

Project Schedule

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

(see Attached Sheet)

Examples of Sample Reports

(See Separate Attachments)

Cost of Project for the Next 12 months

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

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

Task Item 17: Conduct Preliminary RCM studies

Task Item 17: Conduct preliminary failure analysis

Task Item 20: Implement Contracts Management

Task Item 20: Implement Blanket PO's and Blanket WO's

Task Item 35: Provide Consultancy to District staff on Asset Management using Maximo

Task Item 35: L3 Support for Maximo

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

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

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



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: EMERGENCY REQUEST FOR CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO USER LICENSING AND HOSTING SERVICES WITH POLARIS SOLUTIONS

BACKGROUND:

The District has been developing an Asset Management Program utilizing the Maximo Software System. The project has been underway for approximately one (1) year. It is now time to purchase user licensing and move to a production environment. The original implementation date for employees using Maximo for Purchasing and Work Order was October 14, 2019.

This item was discussed and approved in the Safety and Technology Committee Meeting on September 17, 2019 and was included in one of the Board Approval Items for September 26, 2019 Special Board Meeting. However, the said meeting was cancelled. Due to the delay, it created an emergency situation to implement the Asset Management Program in line with Tyler Incode in a timely manner. The item was moved to the succeeding Board Meetings on October 3, 2019 and October 10, 2019, which unfortunately were both cancelled as well. This item has been tabled multiple times during the following Board Meetings to January 16, 2020. Due to the further delay, our access to Maximo Software was placed on hold on December 23, 2019 which resulted in heavily impacting the District's purchasing functions, interruption of ongoing projects such as Tyler and Maximo Integration development, Asset Management Work Flow and Service Request developments. The delay also resulted in the inability of staff to process inventory transactions in Maximo. Since the shutdown, inventory transactions are being managed manually.

DISCUSSION:

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

was recommended by our IBM (Maximo) consultant.

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

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

1. Cohesive License 2019
2. Cohesive Hosting Quote
3. IBM License Quote
4. IBM Hosting Quote
5. Polaris 7.6 Maximo Licensing Proposal Rev 2
6. Emergency Request Staff Report



Quotation

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

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

Proposal For:

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

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

Table with 5 columns: Item #, Part #, ITEM - DESCRIPTION, QTY, UNIT PRICE, EXTENDED PRICE. Contains 3 rows of software licenses and a total row.

Notes:

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

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

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

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

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

Anything else I can provide at this point?

Many thanks!

Matt

Matt Logsdon

Executive Vice President

E: mlogsdon@cohesivesolutions.com

O: (678) 233-1287 Kennesaw, GA

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

C: (770) 378-5402

From: Albert Clinger <aclinger@wvwd.org>

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

To: Matt Logsdon <mlogsdon@cohesivesolutions.com>

Subject: RE: Maximo Software

Diana Gunn

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

Importance: High

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

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

Hi Albert,

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

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

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

International Business Machines Corporation

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



IBM Software Quotation

19-Sep-2019

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

Passport Advantage Express Site Number: 3869075

IBM Customer Number: 9635592

Dear Customer:

Thank you for your inquiry regarding IBM Software.

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

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

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

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

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

Yours sincerely,

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

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

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

International Business Machines Corporation

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



3.2.c

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

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

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

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

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

Useful/Important Web resources:

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

IBM Customer Number: 9635592

International Business Machines Corporation

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



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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592

International Business Machines Corporation

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

3.2.c



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

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

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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

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

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

TRANSACTION DETAILS AND PAYMENTS

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

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

Payment Type: Arrears
Payment Method: Check

GENERAL TERMS AND CONDITIONS

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



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

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

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

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

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

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

Accepted by:

By _____
Authorized Signature

International Business Machines Corporation
By _____
Authorized Signature

Name (Type or Print):
Title:
Date:

Name (Type or Print):
Title:
Date:

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



IBM Quotation

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

IBM Site Number: 3869075
IBM Customer Number: 9635592

Dear Diana Gunn

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

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

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

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

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

Yours sincerely,

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

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



IBM Quotation

Quotation Information

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

Customer Information

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

Sales Representative

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

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

Summary

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

Software as a Service

Subscription Entitlements

IBM Maximo EAM SaaS Flex

IBM Maximo EAM SaaS Flex Service Level Agreement

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

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

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

IBM Maximo EAM SaaS Flex Authorized User Subscription per Month

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

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

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

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



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

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

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

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

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

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

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

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

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

Subscriptions Sub-Total

134,235.31 USD

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

IBM acceptance of the order is subject to credit approval.

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



PAYMENT SCHEDULE PAGE

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

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

International Business Machines Corporation

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

3.2.d



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

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

IBM Terms for IBM Cloud Offerings

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

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

Transaction Documents

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

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

Service Description(s) for ordered Cloud Services:

IBM MAXIMO EAM SAAS FLEX

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

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

Billing and Provisioning

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

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

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

Useful/Important Web resources:

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

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

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

IBM Customer Number: 9635592



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



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



Table of Contents

Objective 2

One-Stop Support and Service 2

Scope Requirements and Activities 3

Appendix A – Support Services Agreement 7

1. DESCRIPTION OF SERVICES & DELIVERABLES..... 7

2. SUPPORT PROCESS 7

3. SUPPORT MODEL AND SERVICE LEVEL AGREEMENT 8

4. OTHER REQUIREMENTS 9

5. SCHEDULE 9

6. LOCATION..... 9



Objective

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

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

One-Stop Support and Service

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

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

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



Scope Requirements and Activities

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

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

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

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

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

The licenses proposed in this agreement are perpetual based licenses.

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

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



West Valley Water District – Maximo 7.6 Hosting

1 Hosted Services Pricing

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

2 Maximo Licensing Pricing

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

Services1	IBM Maximo Asset Management Authorized User License + SW Subscription & Support 12 Months	5	5,720.00	28,600.00
Services1	IBM Maximo Asset Management Limited User License + SW Subscription & Support 12 Months	12	2,643.50	31,722.00
Services1	IBM Maximo Asset Management Express User License + SW Subscription & Support 12 Months	45	986.00	44,370.00
Discount	5% Package and Term Discounting	1	-5,234.60	-5,234.60
	TOTAL			\$99,457.40

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

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

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



3 Hosting Estimate

Option 1: Standard configuration 2 Servers

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

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

Option 2: Standard configuration on a single server

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

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

Option 3: Lite configuration on 2 servers

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

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

Option 4: Lite configuration on a single server

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

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



4 Approval:

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

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

West Valley Water District:

Polaris Solutions:

By: Clarence C Mansell Jr.
Name: Clarence C. Mansell, Jr.
Title: General Manager
Date: 10/01/19

By: [Signature]
Name: David Hartman
Title: President
Date: September 17, 2019



Appendix A – Support Services Agreement

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

1. DESCRIPTION OF SERVICES & DELIVERABLES

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

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

2. SUPPORT PROCESS

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

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



3. SUPPORT MODEL AND SERVICE LEVEL AGREEMENT

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

Request by phone

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

Requests by email

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

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

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

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

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



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

4. OTHER REQUIREMENTS

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

5. SCHEDULE

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

6. LOCATION

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



STAFF REPORT

DATE: October 10, 2019

TO: Clarence C. Mansell, Jr., General Manager

FROM: Diana Gunn, Asset Manager

SUBJECT: EMERGENCY REQUEST FOR CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO USER LICENSING AND HOSTING SERVICES

BACKGROUND:

The District has been developing an Asset Management Program utilizing the Maximo Software System. The project has been underway for approximately nine (9) months. It is now time to purchase user licensing and move to a production environment and get ready for staff use by beginning of October 2019.

This item was discussed and approved in the Safety and Technology Committee Meeting on September 17, 2019 and was included in one of the Board Approval items for September 26, 2019 Special Board Meeting. However, the said meeting was cancelled and the item will automatically move to the next Board Meeting on October 10, 2019. Due to the delay, it created an emergency situation for this item to implement the Asset Management Program in a timely manner. According to the District's Purchasing Policy, emergency purchases shall be subject to the approval of the General Manager and the Board Approval and/or notification on the Agenda Consent Calendar will be within 30 days of an emergency expenditure that exceeds General Manager's approval limit of \$25,000.

DISCUSSION:

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

Maximo Users	Polaris	Cohesive	IBM
Total for 62 Users	\$99,457.40	\$91,896.56	\$94,005.60
Sales or Use Tax	\$7,707.95	\$7,121.98	\$7,285.43
License Service Quotes	\$107,165.35	\$99,018.54	\$101,291.03

Hosting Service Quotes	\$22,440.00	\$45,920.00	\$43,429.20
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Combined License and Hosting	\$129,605.35	\$144,938.54	\$144,720.23
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FISCAL IMPACT:

We are requesting a CIP Budget Amendment to facilitate additional Maximo User Licensing and hosting services for \$129,605.35. The additional funds are available in the Reserve Funds.

STAFF RECOMMENDATION:


Staff recommends the Board of Directors approve the purchase of Maximo Licensing and Hosting Services from Polaris Solutions and authorize the General Manager to execute a budget amendment to provide the funding.

Respectfully Submitted,



Diana Gunn, Asset Manager

APPROVED:

 10/01/19

Clarence C. Mansell, Jr., General Manager



ADMINISTRATIVE PROCEDURES WEST VALLEY WATER DISTRICT

APPROVAL DATE 10-20-2016	FINANCE POLICIES	POLICY NO. 2016-01
APPROVED BY Board of Directors	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	EFFECTIVE DATE 10-20-16

3.3 PURCHASE ORDER CHANGES

Requests for modification of contract documents must be approved by the Department head based on the amounts indicated in the Authorization Table. A Request to Increase the Dollar Amount of a Standard or Blanket Purchase Order Form or Change Order must state the reason for the change, as well as, refer to the PO/FPO number and the vendor/contractor involved. This policy particularly applies to those circumstances where increase in the dollar amount of the order is required. Revised POs/FPOs will be issued to the vendor/contractor to confirm the authorized changes.

3.4 EMERGENCY ORDERS

An emergency purchase includes any immediate need for supplies or services wherein following normal procurement procedures could threaten District operations, property, or public health and safety.

Emergency purchases shall be subject to the approval of the General Manager, or his designee. Board of Directors approval and/or notification on the Agenda Consent Calendar will be within 30 days of an emergency expenditure that exceeds the General Manager's approval limit of \$25,000.

In many cases, emergency orders may be made using either Online Purchasing or the Procurement Card methods.

4.0 RECEIVING PROCESS

Delivery of requested products or services marks a transition in the purchase-to-pay process from a purchasing activity to a payables activity. All purchases must be "received" to release payment to the vendor. The "receiving" staff must determine if the products or services received are acceptable and conform to the District's requirements. At all times, the purchasing staff member receiving the delivery shall not be the purchasing staff who entered the requisition. The entire receiving process consists of the following:

BOARD OF DIRECTORS

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



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

ADMINISTRATIVE STAFF


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

*****NOTICE OF MEETING CANCELLATION***
 NOTICE IS HERBY GIVEN that the
 BOARD OF DIRECTORS MEETING**

Scheduled for

THURSDAY, October 3, 2019

**Has been CANCELLED due to the lack of a
 quorum.**

Signed /s/ 
Crystal L. Escalera, Board Secretary

9

BOARD OF DIRECTORS

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



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General Manager
 Ricardo Pacheco
Assistant General Manager
 Jeremiah Brosowski
Assistant General Manager
 Deborah L. Martinez
*Human Resources and
 Risk Manager*
 Shamindra K. Manbahal
Chief Financial Officer

*****NOTICE OF MEETING CANCELLATION***
 NOTICE IS HERBY GIVEN that the
 BOARD OF DIRECTORS SPECIAL MEETING**

Scheduled for

THURSDAY, October 10, 2019

**Has been CANCELLED. The next Board of
 Directors Meeting is scheduled Thursday,
 October 17, 2019.**

Signed /s/ 
 Crystal L. Escalera, Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: AGREEMENT FOR AS-NEEDED, ON-CALL TECHNICAL SERVICES WITH CAROLLO ENGINEERS, INC. FOR FIXED BED (FXB) & FLUIDIZED BED (FBR) BIOTREATMENT SYSTEMS AND WATER RESOURCES SUPPORT

BACKGROUND:

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

DISCUSSION:

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

FISCAL IMPACT:

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

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

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

MEETING HISTORY:

01/16/20 Board of Directors TABLED Next: 02/06/20

EXHIBIT A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc.

TABLE OF CONTENTS

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

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

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

Section 5. Compensation and Payment.

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

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

Section 9. Status of Consultant.

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

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

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12 Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

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

Section 14. Insurance.

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

Section 15. Assignment.

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

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

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

Section 16. Termination of Agreement.

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

Section 17. Notices.

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

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

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

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

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

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

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

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

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

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

DISTRICT:

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

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

CAROLLO ENGINEERS, INC.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

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

RECITALS

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

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., Interim General
Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

CAROLLO ENGINEERS, INC.

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

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

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

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

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

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

EXHIBIT "3"
TO
TASK ORDER NO. 2
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

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

James Barazesh – Assistant Professional

Jess Brown – Lead Project Professional

Eric Mills – Lead Project Professional

EXHIBIT C
INSURANCE

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

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

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

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

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

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

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

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

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

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

Agreement.

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

EXHIBIT B



**BOARD OF DIRECTORS
STAFF REPORT**

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

BACKGROUND:

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

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

DISCUSSION:

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

FISCAL IMPACT:

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

Task Order.

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

STAFF RECOMMENDATION:

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

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jc

ATTACHMENT(S):

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

MEETING HISTORY:

07/11/19 Board of Directors APPROVED

EXHIBIT A

Sole Source Justification

Professional Services for FXB Support

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

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

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

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

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

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

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

Carollo Engineers, Inc. offers their standard rates.

5. Why is price fair and reasonable?

The price is fair and reasonable.

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

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

Recommendation:

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

Supervisor/Department Head Print Name: Joanne Chan

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

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

EXHIBIT B



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

June 3, 2019

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

Re: Two-Stage, Fixed-Bed Biotreatment System

Dear Ms. Chan,

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

Sincerely,

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

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



US009856160B2

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

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

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

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

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

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

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

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

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C02F 3/28 (2006.01)
(Continued)

(52) **U.S. Cl.**
CPC **C02F 1/722** (2013.01); **C02F 1/72**
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(58) **Field of Classification Search**
CPC .. **C02F 1/66**; **C02F 1/722**; **C02F 3/006**; **C02F**
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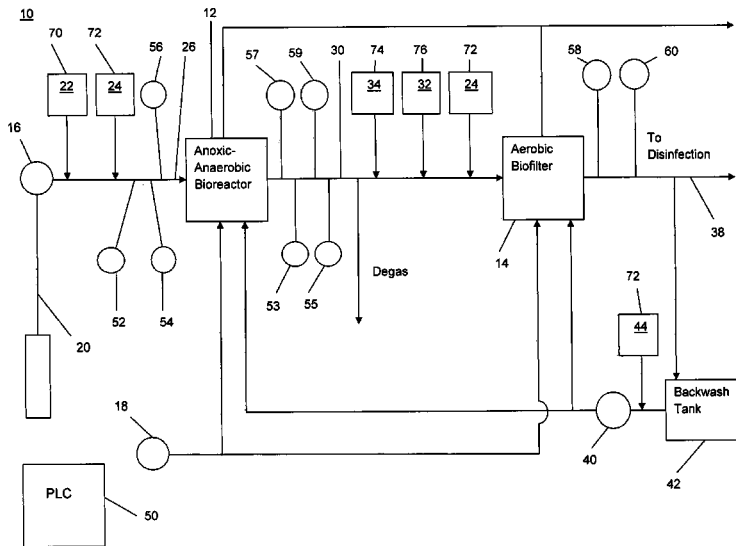
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Primary Examiner — Katherine Zalasky
Assistant Examiner — Benjamin Lebron
(74) *Attorney, Agent, or Firm* — The Webb Law Firm

(57) **ABSTRACT**

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

17 Claims, 1 Drawing Sheet



US 9,856,160 B2

Page 2

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

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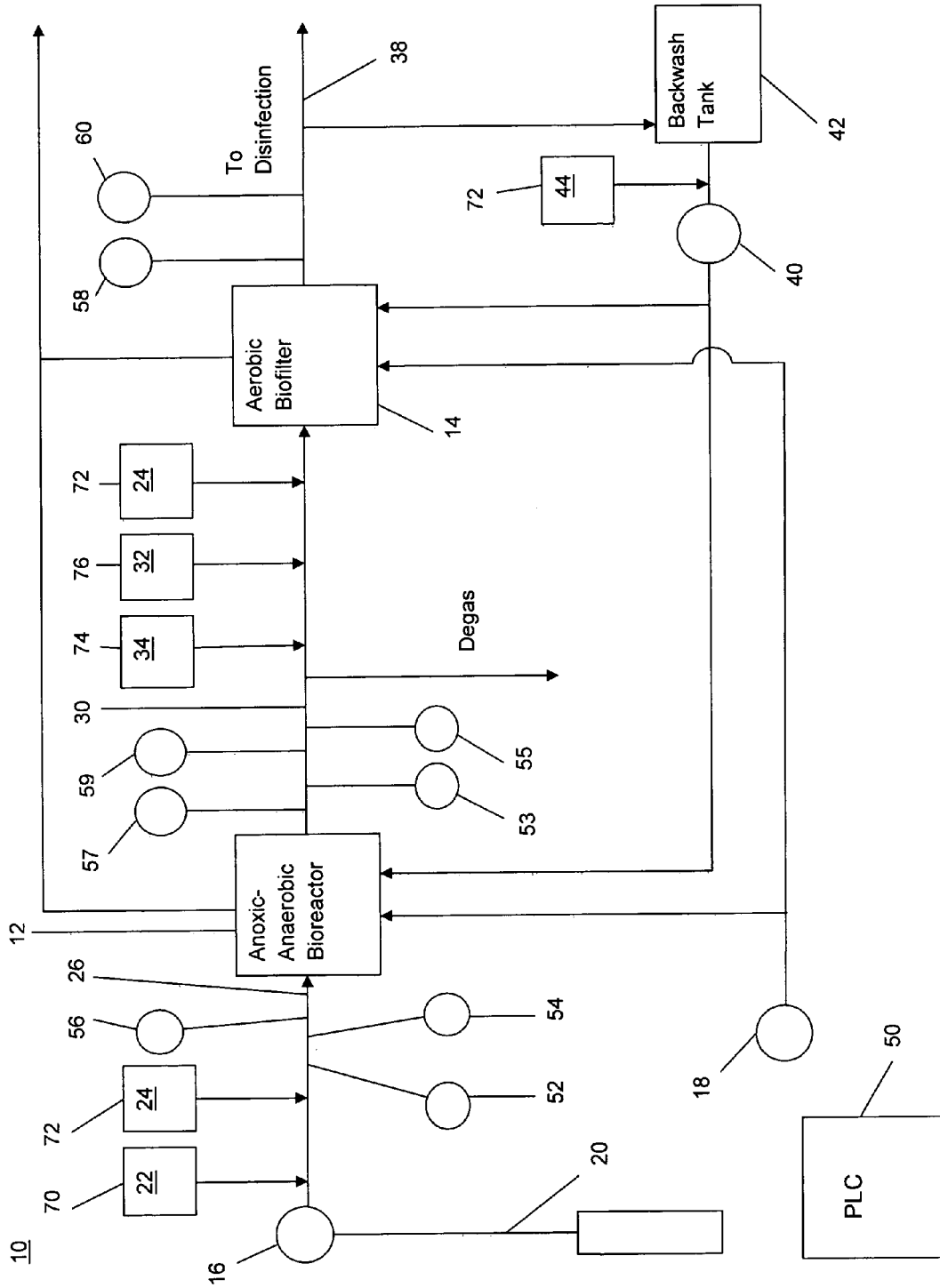
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US 9,856,160 B2

1
**BIOLOGICAL TWO-STAGE
 CONTAMINATED WATER TREATMENT
 SYSTEM**

BACKGROUND OF THE INVENTION

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

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

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

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

SUMMARY OF THE INVENTION

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

2

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

BRIEF DESCRIPTION OF THE DRAWINGS

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

DETAILED DESCRIPTION

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

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

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

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

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

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

US 9,856,160 B2

3

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

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

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

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

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

4

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

We claim:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * * 30

EXHIBIT C

May 22, 2019

SCOPE OF SERVICES - PROPOSAL

WEST VALLEY WATER DISTRICT

(DISTRICT)

AND

CAROLLO ENGINEERS, INC.

(CAROLLO)

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

PURPOSE

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

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

TIME OF PERFORMANCE

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

PAYMENT

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

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

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

WEST VALLEY WATER DISTRICT

CAROLLO ENGINEERS, INC.

Clarence Mansell Jr., General Manager

Jess Brown, Senior Vice President

CAROLLO ENGINEERS, INC.**FEE SCHEDULE**

**As of January 1, 2019
California**

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

EXHIBIT D



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Carollo Engineers, Inc.

TABLE OF CONTENTS

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

AGREEMENT FOR PROFESSIONAL SERVICES

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

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

the term of this Agreement.

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

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

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

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

Section 16. Termination of Agreement.

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

16.2 Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding

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

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

Section 17. Notices.

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

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

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

To Consultant: Carollo Engineers, Inc.
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Attention: Jess Brown
Senior Vice President

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

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

Section 18. General Provisions.

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

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

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

DISTRICT:

WEST VALLEY WATER DISTRICT,

a public agency of the State of California

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

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. _1__

This Task Order ("Task Order") is executed this 20th day of June, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Carrollo Engineers, Inc ("Consultant").

RECITALS

- A. On or about June 20, 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

By _____

Name _____

Its _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. __1__

SCOPE OF SERVICES

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

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

EXHIBIT "2"
TO
TASK ORDER NO. _1__

COMPENSATION

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

Payment for services rendered by CONSULTANT for on-call assistance will be on a time and materials (T&M) basis, not to exceed fifty thousand dollars (\$50,000), in accordance with the fee schedule established at the time services are provided.

EXHIBIT “3”
TO
TASK ORDER NO. __1__
SCHEDULE

As determined by District staff.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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

James Barazesh – Assistant Professional

Jess Brown – Lead Project Professional

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

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

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



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVE CHANGE ORDER NO. 1 FOR THE CONSTRUCTION OF THE BLOOMINGTON AREA WATERLINE REPLACEMENT PHASE 3A PROJECT FOR EL-CO CONTRACTORS, INC.

BACKGROUND:

On June 13, 2019, the District entered into an Agreement with El-Co Contractors, Inc. for the construction of the Bloomington Area Waterline Replacement Phase 3A Project. While installing the new 8-inch pipeline, the Contractor encountered the following unforeseen items that needed to be adjusted and installed in the field:

- Additional effects incurred from encounter with an unmarked abandoned 16" irrigation line between Sta. 34+00 and Sta. 23+10 on 11th Street.
- Material haul off incurred from encounter with an unmarked abandoned 16" irrigation line between Sta. 34+00 and Sta. 23+10 on 11th Street.
- Installation per West Valley Water District to install two (2) additional offsite water service meters to the 1st vacant lot between addresses 18115 and 18125 and the 2nd vacant lot between addresses 18223 and 18241 on 10th Street.
- Additional material cost to install 143-1" angle meter stops.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the Bloomington Area Waterline Replacement Phase 3A project. This change order will increase the contract amount by \$31,565.33 for a total of \$1,536,506.83. A copy of Change Order No. 1 is attached as **Exhibit A**. The project budget has available funds of \$102,711.50. Sufficient funds are available in the project budget to cover the cost of Change Order No. 1. A summary of the requested change order is as follows:

CIP FY 2019-2020 Project Name	Current Budget	Construction Cost	Change Order No. 1	Remaining Budget	New Contract Price
Bloomington Area Waterline Replacement Phase 3A	\$102,711.50	-	(\$31,565.33)	\$71,146.17	-
Bloomington Area Waterline Replacement Phase 3A	-	\$1,504,941.50	\$31,565.33	-	\$1,536,506.83

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Change Order No. 1 for the construction of the Bloomington Area Waterline Replacement Phase 3A Project to El-Co Contractors, Inc. in the amount of \$31,565.33 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - El-Co Change Order No. 1

MEETING HISTORY:

01/22/20 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: El-Co Contractors, Inc.
P.O. Box 9130
San Bernardino, CA 92427

PROJECT: Zone 2 Waterline & Service Relocations in
the Bloomington Area – Phase IIIA

Change Order No. 1 Agreement Date: June 13, 2019

Date: January 14, 2020 Sheet 1 of 3

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Additional effects incurred from encounter with an unmarked abandoned 16” Irrigation Line Conflict (Sta 34+00 to Sta 23+10) along 11 th Street.	\$18,563.71	
2. Material Haul off incurred from encounter with an unmarked abandoned 16” Irrigation Line Conflict (Sta 34+00 to Sta 23+10) along 11 th Street.	\$993.62	
3. Installation per District request to install (2) additional offsite water service meters to 1 st vacant lot between address 18115 & 18125, and the 2 nd at a vacant lot between address 18223 & 18241. Both lots along 10 th Street.	\$4,000.00	
4. Additional material cost to install 143 1-inch Angle Meter Stops	\$8,008.00	
Total, for Item I	\$31,565.33	

TOTAL FOR CHANGE ORDER NO. 1 \$31,565.33

II. CONTRACT TIME

- 5. **Increase** in the contract duration by 5 Working Days for additional work related to the

Abandoned 16” Irrigation line (Requested on November 20th, 2019)

- 6. **Increase** in the contract duration by 5 Working Days for work days lost due to rain (Requested on January 3rd, 2020)

III. JUSTIFICATION:

1. El-Co encountered an unmarked abandoned Irrigation line along 11th Street which delayed progress on waterline installation and impacted existing conditions onsite. Additional manpower efforts were confirmed by ERSC, Inc.
2. El-Co encountered an unmarked abandoned Irrigation line along 11th Street which delayed progress on waterline installation and impacted existing conditions onsite. Item composes the materials disposed of. Materials confirmed by ERSC, Inc.
3. As per request from the District, (2) vacant lots were requested to have offsite water service installation to accommodate services if developed at a later date. 1st vacant lot is between address 18115 & 18125, and the 2nd vacant lot is between address 18223 & 18241. Both lots along 10th Street.
4. As per request from the District, angle meter stop material was substituted for WVWD with a preferred material (Ball-Type with 360 degree turn) that was different that detailed per the standard service details and specifications. Cost is the difference of the originally bid equipment and the requested product from the supplier.
5. Increase in the contract duration by (5) Working Days as related to the additional impacts from the encountered abandoned 16-inch irrigation line.
6. Increase in the contract duration by (5) Working Days as related weather days. Work unable to occur due to rain.

CHANGE TO CONTRACT PRICE:

Original Contract Price:	<u>\$1,504,941.50</u>
Current Contract Price Adjusted by Previous Change Order(s):	<u>\$0.00</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	<u>\$31,565.33</u>

New Contract Price,
including This Change Order:

\$1,536,506.83

CHANGE TO CONTRACT TIME:

Contract Time will be increased

10
Working Days

Date of Completion of All Work

March 5th, 2020
(Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Requested By (Contractor)

Date

Recommended By (Project Manager)

Date

Recommended By (Asst. Gen. Manager)

Date

Accepted By (Owner)

Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVE CHANGE ORDER NO. 1 FOR THE CONSTRUCTION INSPECTION SERVICES OF THE BLOOMINGTON AREA WATERLINE REPLACEMENT PHASE 3A PROJECT FOR ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

BACKGROUND:

On March 13, 2019, the District entered into a contract with Engineering Resources of Southern California, Inc. ("ERSC") for the Construction Inspection Services of the Bloomington Area Waterline Replacement Phase 3A Project. Since their contract was established, ERSC has successfully conducted the scope of work and provided deliverables as stated in the contract. Based upon extension of construction duration due to various construction delays, an adjustment of the Professional Services Agreement is needed to complete the project. ERSC has submitted Change Order No. 1 to cover the cost for this additional work.

FISCAL IMPACT:

This project was a budgeted item in the Fiscal Year 2019/20 Capital Improvement Budget under the Bloomington Area Waterline Replacement Phase 3A project. This change order will increase the contract amount by \$31,960.00 for a total of \$126,520.00. A copy of Change Order No. 1 is attached as **Exhibit A**. The project budget has available funds of \$71,146.17. Sufficient funds are available in the project budget to cover the cost of Change Order No. 1. A summary of the requested change order is as follows:

CIP FY 2019-2020 Project Name	Available Budget	Construction Cost	Change Order No. 1	Remaining Budget	New Contract Price
Bloomington Area Waterline Replacement Phase 3A	\$71,146.17	-	(\$31,960.00)	\$39,186.17	-
Bloomington Area Waterline Replacement Phase 3A	-	\$94,560.00	\$31,960.00	-	\$126,520.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve Change Order No. 1 for the construction inspection services of the Bloomington Area Waterline Replacement Phase 3A Project to ERSC in the amount of \$31,960.00 and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - ERSC Change Order No. 1

MEETING HISTORY:

01/22/20 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

**SECTION 2.11
of
PROCEDURAL DOCUMENTS**

CHANGE ORDER

OWNER: West Valley Water District

CONTRACTOR: Engineering Resources of Southern California, Inc.
1861 W. Redlands Blvd.
Redlands, CA 92373

PROJECT: Zone 2 Waterline & Service Relocations in the Bloomington Area – Phase IIIA

Change Order No. 1 Agreement Date: March 13, 2019

Date: January 14, 2020 Sheet 1 of 2

The following changes are hereby made to the Contract Documents:

I. EXTRA WORK

	<u>ADD</u>	<u>DEDUCT</u>
1. Extended Construction Inspection Services	\$31,960.00	

TOTAL FOR CHANGE ORDER NO. 1	\$31,960.00
-------------------------------------	--------------------

II. CONTRACT TIME

1. Increase by 35 calendar days.

III. JUSTIFICATION:

1. Adjustment of Professional Services based upon extension of construction duration due to various construction delays.

CHANGE TO CONTRACT PRICE:

Original Contract Price:	<u>\$94,560.00</u>
Current Contract Price Adjusted by Previous Change Order(s):	<u>\$0.00</u>
Contract Price Due to This Change Order will be <u>Increased</u> By:	<u>\$31,960.00</u>
New Contract Price, including This Change Order:	<u>\$126,520.00</u>

CHANGE TO CONTRACT TIME:

Contract Time will be increased	<u>35</u> Working Days
Date of Completion of All Work	<u>March 13, 2020</u> (Date)

REQUIRED APPROVALS:

To be effective, this Change Order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

_____	_____
Requested By (Contractor)	Date
_____	_____
Recommended By (Project Manager)	Date
_____	_____
Recommended By (Asst. Gen. Manager)	Date
_____	_____
Accepted By (Owner)	Date



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: February 6, 2020
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A PLAN FOR SERVICE FOR I-15 LOGISTICS CENTER ANNEXATION

BACKGROUND:

I-15 Logistics, LLC. (“Developer”) is the owner of land located in unincorporated San Bernardino County, northwest of Interstate 15 (I-15), south of Sierra Avenue, east of Lytle Creek Road, and north of the City of Fontana’s city limits, known as I-15 Logistics Center (“Development”), as shown in **Exhibit A**.

The Project proposes a development that consists of a 27-acre industrial warehouse located within a larger 76-acre project area, and includes a concrete tilt-up logistics warehouse, office spaces, and associated facilities and improvements such as, a guard booth, parking lot, landscaping, detention basin, and the partial realignment of Lytle Creek Road. In developing this land, the Developer is required to construct new fire, domestic and irrigation connections to serve the Development.

DISCUSSION:

The proposed Development is mostly within the West Valley Water District (“WVWD”) service area, with the exception of three (3) parcels of land totaling 4.83 acers which are located along the District’s boundary. As identified in the Board approved Water Supply Assessment, dated July 13, 2018, the outlying parcels would need to be annexed into the WVWD and San Bernardino Valley Municipal Water District (“SBVMWD”) service areas in order to provide water service to the entire project. As part of the entitlement process, the annexation and Plan for Service, attached as **Exhibit B**, will need to be approved by the WVWD Board of Directors, before being accepted by the Land Agency Formation Commission (“LAFCO”) as required by California Government Code Section 56653.

FISCAL IMPACT:

No fiscal impact.

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve the Plan for Service for I-15 Logistics Center and Annexation.

Respectfully Submitted,



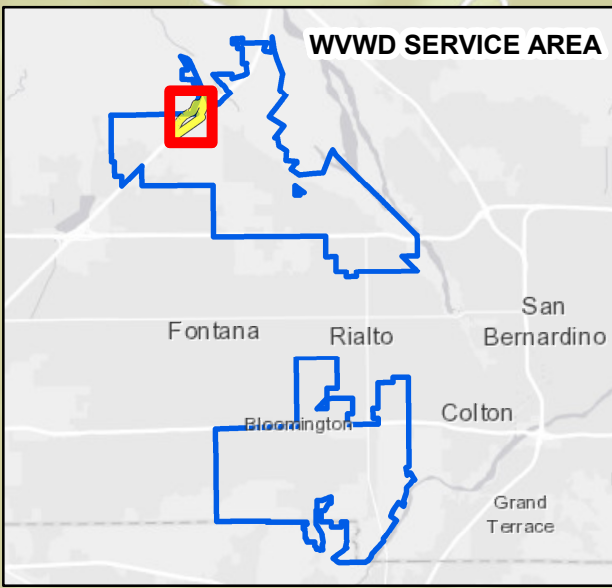
Clarence Mansell Jr, General Manager

DG:ce

ATTACHMENT(S):

1. Exhibit A - Aerial Map
2. Exhibit B - Plan for Service for I-15 Logistics Center Annexation

EXHIBIT A



County of San Bernardino

City of Fontana



EXHIBIT A
I - 15 LOGISTICS



EXHIBIT B

I-15 LOGISTICS CENTER ANNEXATION

Plan for Service
City of Fontana
West Valley Water District

Prepared for:

LAFCO for San Bernardino County
1170 West 3rd Street, Unit 150
San Bernardino, CA 92415-0490

Prepared by:

EPD Solutions, Inc.
2 Park Plaza, Suite 1120
Irvine, CA 92614

November 2019

Certification

I hereby certify that this document presents the data and information required for the Plan for Service for the I-15 Logistics Center Reorganization to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

City of Fontana

(name)
(title)

Date _____

Certification

I hereby certify that this document presents the data and information related to water services required for the Plan for Service for the I-15 Logistics Center Reorganization to the best of my ability, and that the facts, statements, and information presented herein are true and correct to the best of my knowledge and belief.

West Valley Water District

(name)
(title)

Date _____

Table of Contents

1 EXECUTIVE SUMMARY 4

2 INTRODUCTION..... 4

 2.1 PURPOSE OF THE STUDY..... 4

 2.2 OVERVIEW OF THE CITY OF FONTANA..... 5

3 PROJECT DESCRIPTION 6

 3.1 PROJECT DEVELOPMENT..... 6

 3.2 REORGANIZATION AREA 6

4 EXISTING AND PROPOSED SERVICES 7

 4.1 GENERAL GOVERNMENT 9

 4.2 FIRE AND PARAMEDIC..... 9

 4.3 SHERIFF/POLICE 10

 4.4 LIBRARY..... 11

 4.5 PARKS AND RECREATION 11

 4.6 WATER..... 12

 4.7 SEWER 12

 4.8 TRANSPORTATION..... 13

 4.9 FLOOD CONTROL AND DRAINAGE 14

 4.10 UTILITIES..... 14

 4.11 SCHOOLS..... 15

 4.12 SOLID WASTE MANAGEMENT..... 16

 4.13 HEALTH AND WELFARE..... 16

List of Exhibits

- Exhibit 1 Project Vicinity Map
- Exhibit 2 Sphere of Influence and Annexation Area
- Exhibit 3 Project Parcels
- Exhibit 4 West Valley Water District Existing and Proposed Service Area
- Exhibit 5 San Bernardino Valley Municipal Water District Existing and Proposed Service Area

List of Tables

Table 4-1 Current and Anticipated Service Providers in the I-15 Logistics Reorganization

Appendices

Appendix A Assessor’s Parcel Numbers Within Annexation

1 EXECUTIVE SUMMARY

This report provides an assessment of public service delivery capabilities of the City of Fontana, the West Valley Water District, and other agencies or special districts affected by the proposed expansion of a portion of the City of Fontana's Sphere of Influence (SOI) and the proposed annexation of 152 acres ("Reorganization Area"), inclusive of the 76-acre Logistics Site; and the related project components and entitlements to the City of Fontana. The City of Fontana is surrounded by the cities of Rialto, Rancho Cucamonga, and Jurupa Valley.

This report is being submitted to the County of San Bernardino Local Agency Formation Commission (LAFCO) as a "Plan for Service" required by California Government Code Section 56653. Currently, the proposed project site is located in unincorporated San Bernardino County, which provides many services to the Reorganization Area including fire and paramedic services, general government, development services, sheriff patrol, public library, regional parks and recreation, street lighting, transportation, flood control and drainage, and health and welfare. The proposed reorganization also includes detachment of the Reorganization Area from the San Bernardino County Fire Protection District (SBCFPD), its Valley Service Zone, and County Service Area 70.

After annexation, the City of Fontana is anticipated to provide services including general government, community development, police protection, local parks and recreation, community services, and public works. The reorganization also includes the annexation of 4.83 acres, including 3 parcels and portions of road right-of-way, into West Valley Water District and San Bernardino Valley Municipal Water District.

The proposed Reorganization Area includes the I-15 Logistics Project, which includes the development and operation of a 1,175,720-square foot logistics facility on approximately 76 acres (Logistics Site), the realignment of a segment of Lytle Creek Road (from the western project boundary eastward to a new intersection with Sierra Avenue), as well as related project components and entitlements. The logistics facility building would include two office spaces that would total approximately 30,000 square feet. It is anticipated that the logistics facility would be in operation 24 hours per day and would employ approximately 500-1,000 full-time employees. The logistics facility would include on-site and off-site utility connections for water, sewer, storm drain facilities, electricity, and cable television.

2 INTRODUCTION

The I-15 Logistics Project Reorganization Area is located in unincorporated San Bernardino County, northwest of Interstate 15 (I-15), south of Sierra Avenue, east of Lytle Creek Road, and in the northern portion of the City of Fontana's Sphere of Influence (SOI), as shown in Exhibit 2. More specifically, the Reorganization Area is located at the base of the lower slopes of the San Gabriel Mountains, with the San Bernardino National Forest to the northwest. Regional access to the site is from I-15 via the Sierra Avenue interchange and from Interstate 210 (I-210) via the Citrus or Sierra Avenue interchanges.

2.1 PURPOSE OF THE STUDY

The Local Agency Formation Commission (LAFCO) for the County of San Bernardino requires a jurisdiction to submit a Plan for Service when the jurisdiction is affected by a proposed change in boundaries, formation, or organization. The proposed project intends to annex into the City of Fontana, West Valley Water District (WVWD), and San Bernardino Valley Municipal Water District (SBVMWD), which requires the City to show that the necessary infrastructure improvements and services can be provided to the proposed development. The Plan for Service must include the following components:

- a. *A description of the level and range of each service to be provided to the affected territory.*
- b. *An indication of when those services can feasibly be extended to the affected territory.*
- c. *An identification of any improvement or upgrading of structures, roads, water or sewer facilities, other infrastructure, or other conditions the affected agency would impose upon the affected territory.*
- d. *The Plan shall include a Fiscal Impact Analysis which shows the estimated cost of extending the service and a description of how the service or required improvements will be financed. The Fiscal Impact Analysis shall provide, at a minimum, a five (5)-year projection of revenues and expenditures. A narrative discussion of the sufficiency of revenues for anticipated service extensions and operations is required.*
- e. *An indication of whether the affected territory is, or will be, proposed for inclusion within an existing or proposed improvement zone/district, redevelopment area, assessment district, or community facilities district.*
- f. *If retail water service is to be provided through this change of organization, provide a description of the timely availability of water for projected needs within the area based upon the factors identified in Government Code Section 65352.5 (as required by Government Code Section 56668(k)).*

2.2 OVERVIEW OF THE CITY OF FONTANA

The City of Fontana is located within San Bernardino County and occupies approximately 43 square miles. The 2018 city population is estimated at 213,739. The City of Fontana has over 40 parks, tot lots, sports facilities, and other recreational facilities, including the Lewis Library and Technology Center, two charter schools, and K-12 public schools. Major employers in the city include Kaiser Permanente, the Fontana Unified School District, the City of Fontana, Target, Manheim Auctions, Better Beverages, American Security Products, Coronado Stone Products, Firth Rixson, and Reddaway. The city has become a major hub for industrial focused truck and trailer facilities with easy access to I-15, I-10, and State Route (SR) 210.

3 PROJECT DESCRIPTION

This chapter presents the detailed land uses for the I-15 Logistics project and Reorganization Area. Information includes project density, population, assessed valuation and taxable sales. The total I-15 Logistics Reorganization Area includes the annexation of 152 acres (“Reorganization Area”) inclusive of the 76-acre Logistics Site.

3.1 PROJECT DEVELOPMENT

The Proposed Project includes the development and operation of a 1,175,720-square-foot logistics facility on approximately 76 acres (Logistics Site); the realignment of a segment of Lytle Creek Road; the annexation of 152 acres (Reorganization Area), inclusive of the 76-acre Logistics Site; and the related project components and entitlements, as discussed herein.

3.2 REORGANIZATION AREA

The I-15 Logistics project proposes the annexation of 152 acres of land currently under the jurisdiction of the County of San Bernardino. The proposed Reorganization Area is in the northern portion of the City of Fontana’s Sphere of Influence (SOI). More specifically, the Reorganization Area is located at the base of the lower slopes of the San Gabriel Mountains, with the San Bernardino National Forest to the northwest. Regional access to the site is from I-15 via the Sierra Avenue interchange and from SR-210 via the Citrus or Sierra Avenue interchanges.

As shown in Exhibit 3, the Reorganization Area is proposed to include 21 parcels—including of the Logistics Site, as well as portions of the road right-of-way for Lytle Creek Road, Sierra Avenue, and I-15. The parcels within the Reorganization Area have been pre-zoned and pre-designated, consistent with City of Fontana General Plan land use designations and zoning with the exception of the 2.14 acres of land not currently in the City’s SOI. A list of Assessor’s Parcel Numbers (APNs) in the Reorganization Area is provided in Appendix A.

The 152-acre Reorganization Area predominantly consists of vacant parcels of undeveloped land with surface elevations ranging from approximately 1,850 to 2,079 feet above mean sea level, generally sloping to the southwest. The Reorganization Area has been exposed to a variety of disturbances, including clearing/disking activities, off-road vehicle use, and illegal dumping.

Developed areas within the Reorganization Area generally consist of paved, impervious surfaces and infrastructure including Lytle Creek Road and paved driveways and infrastructure associated with the existing eight residential properties, as well as a small commercial development at the north end of the Reorganization Area.

There is an existing water tank located in the southern portion of the Reorganization Area, approximately 0.3 mile from the southern boundary of the I-15 Logistics project site. In addition, existing transmission towers are located along the entirety of the Reorganization Area’s eastern boundary, including the I-15 Logistics project site.¹

¹ P. 3.0-11 & P. 3.0-12. “Draft Environmental Impact Report, I-15 Logistics,” City of Fontana, August 2019.

4 EXISTING AND PROPOSED SERVICES

This chapter describes the existing and anticipated future service providers for the proposed I-15 Logistics Reorganization Area. The level and range of the services for the Reorganization Area are described, if they are known. The following services are detailed in this chapter:

- General Government
- Fire and Paramedic
- County Sheriff and Public Safety
- Library
- Parks and Recreation
- Water
- Sewer
- Transportation
- Flood Control and Drainage
- Utilities
- Schools
- Solid Waste Management
- Health and Welfare

Table 4-1 presents current and anticipated service providers for the I-15 Logistics project and Reorganization Area. In many cases, such as general government, community development, economic development, and sheriff/police, among others, responsibilities shift from San Bernardino County to the City of Fontana.

The Fontana Fire Protection District (FFPD) provides fire service to the City of Fontana including emergency services and fire prevention services. The current service area for the Fire Protection District is contiguous with the current City of Fontana's Sphere of Influence (SOI) and would need to be expanded to include the entire Reorganization Area. Therefore, an expansion of the Fire Protection District SOI, as well as annexation into the FFPD will be required.

The West Valley Water District (WVWD) provides retail water service to Fontana and portions of unincorporated San Bernardino County. WVWD's existing service area and its SOI area do not fully cover the I-15 Logistics project and Reorganization Area. Therefore, an expansion of WVWD's service area and SOI is proposed so that the district can provide water service to this future area of the City.

The San Bernardino Valley Municipal Water District (SBVMWD) is a wholesale water provider and State Water Contractor, and it provides water to Fontana and to West Valley. The SBVMWD's existing service area does not fully encompass the I-15 Logistics project and Reorganization Area. Therefore, annexation into the SBVMWD's service area is proposed so that the water district can provide wholesale water service to this future area of Fontana.

According to the Fontana Public Works Department, the annexation area is not currently connected to the City's sewer system. Therefore, sewer would be provided to annexation area through installation of a privately maintained lift station as part of the I-15 Logistics project. This privately maintained lift station would tie into the sewer system along Sierra Avenue to the manhole near Segovia Lane. Other services, like utilities, remain unchanged before and after annexation. These changes are detailed in subsequent sections of this chapter.

**Table 4-1
Current and Anticipated Service Providers in the I-15 Logistics Reorganization**

Service Type	Current Service Provider	Anticipated Service Provider
General Government - Administrative Services: Finance Division Human Resources Division Business Registration	County of San Bernardino County of San Bernardino County of San Bernardino	City of Fontana City of Fontana City of Fontana
Community Development: Planning Building & Safety Code Compliance	County of San Bernardino County of San Bernardino County of San Bernardino	City of Fontana City of Fontana City of Fontana
Economic Development	County of San Bernardino	City of Fontana
Fire and Paramedic	San Bernardino County Fire Protection District (Valley Service Zone) and County Service Area 70	Fontana Fire Protection District
Sheriff/Police	Fontana Police Department	Fontana Police Department
Library	San Bernardino County Library District	San Bernardino County Library District
Parks and Recreation	County of San Bernardino	City of Fontana
Water	West Valley Water District San Bernardino Valley Municipal Water District	West Valley Water District San Bernardino Valley Municipal Water District
Sewer	Private Septic Systems	City of Fontana
Transportation: Freeways and Interchanges Arterials and Collectors Local Roads Transit	Caltrans San Bernardino County San Bernardino County Omnitrans	Caltrans City of Fontana City of Fontana Omnitrans
Flood Control and Drainage: Local Facilities Regional Facilities	San Bernardino County Flood Control District San Bernardino County Flood Control District	City of Fontana San Bernardino County Flood Control District
Utilities: Cable/Internet Telephone Power Natural Gas	Frontier Communications Frontier Communications Southern California Edison Southern California Gas Company	Frontier Communications Frontier Communications Southern California Edison Southern California Gas Company
Schools	Fontana Unified School District	Fontana Unified School District
Solid Waste Management	San Bernardino County Solid Waste Management Division (contract with Burrtec)	City of Fontana (contract with Burrtec)
Health and Welfare	San Bernardino County Department of Public Health	San Bernardino County Department of Public Health

4.1 GENERAL GOVERNMENT

Before Annexation

The Reorganization Area is currently under the jurisdiction of San Bernardino County. General government services include the County Supervisor's office, Clerk of the Board of Supervisors, County Administrative Offices, and County Counsel. The Board of Supervisors is the governing body of the County government and Board-governed special districts.

Duties of the Clerk of the County Board of Supervisors include handling appeals made by members of committees, commissions and boards to the Board of Supervisors. The Clerk also records documents. The Clerk serves the entire County, including the Reorganization Area.

County administrative offices establish and administer policy, manage various County departments, and coordinate the County budget. The County Counsel's office oversees all legal aspects of County government, including providing legal representation in court, prosecutions on behalf of the County, providing legal advice and interpretation, and handling all necessary legal processes. The Counsel serves the entire County.

The County's general government services include all Administrative services, Community Development services, and Economic Development services to the Reorganization Area.

After Annexation

Upon annexation, the Reorganization Area would become part of the City of Fontana. General government services include the City Council, City Manager, City Clerk, City Administrative Offices, including Public Services Administration, as well as the City Attorney. The City Council consists of five council members with the mayor as presiding officer. No new council representation will be required upon annexation.

The City Manager is responsible for the administrative affairs of the Town, including managing services and implementing programs and activities as directed by the City Council. Other managerial responsibilities include monitoring and advising the Council of all state and federal legislation that concern the City. The City Manager and staff serve the entire City, as well as the Reorganization Area. No additional personnel are expected to be required in the City Manager's office as a result of the annexation.

The City Clerk maintains the City's official records. The Clerk performs duties required by the California Political Reform Act, which created the California Fair Political Practices Commission (FPPC). The Clerk and staff serve the entire City and will serve the Reorganization Area. No additional personnel are expected to be required in the Clerk's office to serve the Reorganization Area.

The City's general government services include providing all Administrative services, Community Development services, and Economic Development services to the Reorganization Area.

4.2 FIRE AND PARAMEDIC

Before Annexation

Currently, the Reorganization Area is served by the San Bernardino County Fire Protection District (SBCFPD), its Valley Service Zone, and County Service Area 70, which is a special tax zone for funding fire protection and Emergency Medical Services. SBCFPD covers 19,278 square miles and serves more than 60 communities/cities within four Regional Service Zones (Mountain, North Desert, South Desert and Valley). SBCFPD provides contractual fire protection services to Fontana Fire Protection District.²

After Annexation

The Fontana Fire Protection District (FFPD) provides fire service to the City of Fontana including emergency services and fire prevention services. In conjunction with the annexation, a Sphere of Influence expansion will occur to include Assessor's Parcel Number (APN) 0239-041-15 and portions of APNs 0239-091-13 and -14, and the westerly right-of-way of Lytle Creek Road encompassing approximately 2.14 acres into the Fire Protection District's SOL.

The 152-acre Reorganization Area would be annexed to the FFPD, a subsidiary district of the City, that contracts with the San Bernardino County Fire Protection District for its services. The FFPD will be the service provider for fire prevention, fire protection and emergency medical services (EMS) after annexation. The FFPD operates six fire stations, with Fire Station 79 located approximately 1.3 miles southwest of the project site at 5075 Coyote Canyon Road in Fontana, and Fire Station 78 located approximately 4.7 miles south of the project site at 7110 Citrus Avenue in Fontana.³ According to the City's General Plan Public Facilities, Services, and Infrastructure Element, the average response time within the city is approximately four to five minutes. In addition to fire response, the FFPD also investigates and mitigates all types of hazardous materials spills, exposures, and releases, as well as provides emergency medical aid.

4.3 SHERIFF/POLICE

Before Annexation

Police protection services for the project site are provided by the Fontana Police Department (FPD). The FPD operates out of its headquarters at 17005 Upland Avenue, approximately seven miles south of the project site. Its staff includes 188 sworn officers providing law enforcement services 24 hours a day, 365 days a year.⁴

After Annexation

Upon annexation, the City of Fontana Police Department will continue to provide the public safety services for the I-15 Logistics Center and the rest of the Reorganization Area. The Reorganization Area will continue to be served by the main police station at 17005 Upland Avenue, approximately seven miles south of the project site.

The I-15 Logistics project will not involve the construction of new houses and will not induce substantial population growth to the area. Thus, no additional police officers or police facilities are expected to be required to serve the I-15 Logistics project and Reorganization Area. In addition, the I-15 Logistics project and future development would be required to comply with the provisions

² SBCFD (San Bernardino County Fire Protection District). 2019. Department Website. Accessed October 2019. <http://sbclafco.org/FiscalIndicators/BOS/SBCFPD.aspx>.

³ FFPD (Fontana Fire Protection District). 2019. Department website. Accessed October 2019. <https://www.fontana.org/634/Fire-Protection-District>.

⁴ FPD (Fontana Police Department). 2019. Department website. Accessed October 2019. <https://www.fontana.org/112/Police-Department>.

of the City's Development Impact Fee program, which requires a fee payment to assist the City in providing police protection services.

4.4 LIBRARY

Before Annexation

Currently, the Reorganization Area is served by the Summit Branch Library, which is part of the San Bernardino County Library System (SBCL). The San Bernardino County Library System has 32 branch libraries.⁵ The Summit Branch is located at 15551 Summit Avenue in Fontana and is a driving distance of 3.7 miles from the Reorganization Area.

After Annexation

Upon annexation, the Reorganization Area would continue to be served by the Summit Branch of the SBCL. Currently, the County collects taxes for the library system through a County Library special district assessment. The Special District includes the unincorporated County and 17 cities, including Fontana. The annexation will result in no net change in the total tax revenues to the Special District.

The I-15 Logistics project will not involve the construction of new houses and will not induce substantial population growth to the area. Thus, no additional library facilities are expected to be required to serve the I-15 Logistics project and Reorganization Area.

4.5 PARKS AND RECREATION

Before Annexation

The San Bernardino County Regional Parks Department provides regional park services to all residents within the County, including unincorporated areas. The County Regional Parks system includes the following parks: Glen Helen, Yucaipa, Lake Gregory, Cucamonga, Guasti, and Prado. The closest regional park is Glen Helen Regional Park, with a driving distance of approximately 3.5 miles, which has various recreation areas with amenities for fishing, boating, and picnicking. The County does not provide local park services, and, currently, there are no local parks within the Reorganization Area.

After Annexation

The Fontana General Plan Conservation, Open Space, Parks, and Trails Element states that there are over 40 parks, tot lots, sports facilities, and other recreational facilities in the City.⁶

The nearest city park is Coyote Canyon Park, approximately 1.5 miles southwest of the project site. Amenities available at this 15.5-acre park include baseball and softball fields, picnic shelters and tables with barbecue areas, a playground, a snack bar, and trails.

⁵ SBCL (San Bernardino County Library System). 2019. Department website. Accessed October 2019. <http://www.sbclib.org/Information.aspx>.

⁶ City of Fontana. 2019. City Website, Facilities & Parks. Accessed October 2019. <https://www.fontana.org/156/Facilities-Parks>.

4.6 WATER

Before Annexation

Developed areas within the Reorganization Area generally consist of eight existing residential properties, as well as a small commercial development at the north end of the Reorganization Area. These properties are currently serviced by the WVWD, which provides retail water service to Fontana and portions of unincorporated San Bernardino County.

WVWD utilizes three primary sources for drinking water supply: local surface water from flows on the east side of the San Gabriel Mountains, including North Fork Lytle Creek, Middle Fork Lytle Creek, and South Fork Lytle Creek; groundwater; and imported water from the State Water Project (SWP) through the SBVMWD, through the Lytle Turnout off the San Gabriel Feeder Pipeline.⁷

In addition, SBVMWD is a wholesale water provider and State Water Contractor, and it provides water to Fontana and to West Valley.

After Annexation

Currently, WVWD's existing service area and its SOI area do not fully cover the Reorganization Area. Therefore, an expansion of WVWD's service area and Sphere of Influence is proposed so that the district can provide water service to this future area of the city.

A Water Supply Assessment (WSA) of the Reorganization Area was prepared for the WVWD by Water Systems Consulting, Inc. According to the WSA, it is anticipated that the new water demand created by development of the Reorganization Area would not exceed the available water supply. WVWD mainly recognizes recycled water as a preferred source of water supply for all non-potable water demands, including, without limitation, irrigation of recreation areas, greenbelts, open space, common areas, commercial landscaping, and supply for aesthetic impoundment or other water features.

As the Reorganization Area builds out and increased demand warrants, future development in the area will be required to extend water lines and other facilities to the property frontage and will be responsible for costs associated with the extension of service. Major development projects will be required to prepare WSAs in compliance with Senate Bills 610 and/or 221.

4.7 SEWER

Before Annexation

Sanitary discharges and domestic wastewater generated by the existing residences on the site are disposed of by means of septic systems. According to the Fontana Public Works Department, the site is currently not connected to the City's sewer system.

After Annexation

⁷ P. 4.15-1. "Draft Environmental Impact Report, I-15 Logistics", Michael Baker International, August 2019.

Upon annexation, regional domestic wastewater treatment services will be provided under the Regional Sewer Service Contract in which seven agencies—Fontana, Cucamonga County Water District, Montclair, Upland, Chino, Chino Hills, and Ontario—currently contract with the Inland Empire Utilities Agency (IEUA).

The IEUA treats domestic wastewater for the City of Fontana. Fontana's Public Works Department operates wastewater conveyance facilities within the City boundaries. Treatment of wastewater generated in Fontana is handled at the IEUA's Regional Plant No. 1 in Ontario. The plant currently processes approximately 32 million gallons per day (mgd) of raw sewage. Its ultimate treatment capacity is 40 mgd, leaving a surplus capacity of approximately 8 mgd.

The I-15 Logistics project is within the Fontana's Public Works Department sanitary sewer service area; however, sewer for the I-15 Logistics project would be provided by installing a privately maintained lift station, which would tie into the sewer system along Sierra Avenue to the manhole near Segovia Lane. The existing land uses within the annexation area will not be connecting to this sewer facility, but the capacity of the proposed private sewer would allow for future connections with the City's approval.

Given the amount of excess capacity in the existing treatment facilities serving the City, the I-15 Logistics project and Reorganization Area will not trigger the need for new or expanded regional wastewater treatment facilities and/or exceed IEUA capacity. In addition, the I-15 Logistics project and any future development will be required to pay standard IEUA sewer connection fees, which are used to fund wastewater treatment and regional wastewater conveyance improvements.

4.8 TRANSPORTATION

Before Annexation

Current transportation services for the Reorganization Area include freeways and interchanges serviced by Caltrans; arterials and collectors serviced by the County Public Works Department; local roads also serviced by the Public Works Department of San Bernardino County; and public transit serviced by Omnitrans. The nearest bus stop is currently located at the corner of Summit Avenue and Lytle Creek Road, approximately 2.8 miles south of the Logistics Site and is served by Omnitrans Route 82.

After Annexation

Caltrans and Omnitrans will continue to provide their services post annexation for arterials, collectors and public transit. Omnitrans has an extensive network of bus routes throughout the City of Fontana and the surrounding region.

Upon annexation, the City of Fontana Public Works Department will be responsible for roadway construction and maintenance. Construction and improvements will be required as development occurs in the Reorganization Area and will likely be undertaken by individual developers. The future developer(s) will be responsible for improvements of all necessary public streets, both onsite and offsite. The future developer will also be responsible for improvements of all necessary public streets, both onsite and offsite.

The City of Fontana would become responsible for the regional transportation fees, which are established by the City's Developer Impact Fee schedule. These are assessed on a per unit basis

for single and multi-family residential development, and per square foot for commercial and industrial development.

4.9 FLOOD CONTROL AND DRAINAGE

Before Annexation

Stormwater management for the Reorganization Area and surrounding area is provided by the San Bernardino County Flood Control District (SBCFCD). The Flood Control District implements broad management functions, such as flood control planning, construction of drainage improvements for regional flood control facilities, and watershed and watercourse protection related to those facilities. It has power of taxation, bonded indebtedness, land and water rights acquisition, and cooperative partnerships with local, state, and federal agencies in order to carry out its mandated responsibility. Decisions related to the Flood Control District are made by the San Bernardino County Board of Supervisors. The District is subdivided into several geographic zones with the proposed Reorganization Area being in District Zone 1.

After Annexation

Upon annexation, the Flood Control District would be responsible for regional stormwater management within the Reorganization Area, and the Fontana Public Works Department would be responsible for local drainage management. Both the City and the SBCFCD provide flood control facilities for Fontana. SBCFCD is responsible for the construction of dams, containment basins, channels, and storm drains to intercept and convey flood flows through and away from developed areas. The City constructs and maintains local storm drains that feed into the county's area-wide system. In addition, the City has adopted a Master Drainage Plan.

As a permittee in the Santa Ana Regional Water Quality Control Board (RWQCB) Basin Plan, the City of Fontana implements a Municipal Storm Water Management Plan, which prohibits and regulates various types of discharges, mandates inspections and public education, puts controls on new development and redevelopment, and specifies site and construction site maintenance practices. Future development within the Reorganization Area will be required to manage storm flows onsite, and to participate in regional drainage improvements included in both County and City drainage master plans.

4.10 UTILITIES

Before Annexation

Utilities include cable television, internet, telephone, electric power, and natural gas. Currently, Frontier Communications is the cable television and internet service provider. Verizon maintains telephone service to the Reorganization Area. Electricity is provided by Southern California Edison, while natural gas is supplied by the Southern California Gas Company. These service providers are not anticipated to change upon annexation.

After Annexation

The I-15 Logistics project and Reorganization Area would connect to existing electric power facilities owned and operated by Southern California Edison. The Project's annual electricity consumption is

estimated to be 2,945,123 kilowatt-hours.⁸ Developers will be responsible for the cost for extension of electricity facilities in the Reorganization Area. As a publicly traded company, Southern California Edison has developed a rate structure that includes the expansion of facilities to accommodate growth. Since development in the Reorganization Area is expected to occur over time, Southern California Edison's expansion plans will be adjusted to accommodate it.

The I-15 Logistics project and Reorganization Area would not require the use of natural gas and therefore will not be connected to existing natural gas lines owned and operated by the Southern California Gas Company. However, if services become needed, the City and the Southern California Gas Company will coordinate closely to assure the adequate provision of natural gas facilities and services to new development. Southern California Gas Company's rate structure currently includes the expansion of facilities to accommodate growth.

Utilities including cable television, internet, and telephone would continue to be provided to the site by Frontier Communications. Frontier Communications will connect the I-15 Logistics project and Reorganization Area to existing telecommunication facilities, which are located in the vicinity of the project site. Upon annexation, there would be increased demand for Frontier services and facilities in the Reorganization Area, however, both companies plan for infrastructure and service extensions throughout the region based on future development. While both of these service providers will need to monitor growth trends in their service areas to ensure the orderly and efficient of services and facilities, development in the Reorganization Area will occur over time, providing them time to plan for expansion and to accommodate growth into their respective rates structures.

4.11 SCHOOLS

Before Annexation

Fontana Unified School District (FUSD) provides public education services and facilities to over 41,142 students in the City of Fontana and surrounding area, as well as 45 school sites, including the Reorganization Area.⁹ The Reorganization Area is currently undeveloped and generates no student population.

After Annexation

Based on FUSD generation rates, project implementation could generate approximately 580 students in the FUSD associated with the potential for employees and their families to move to the area.¹⁰ The I-15 Logistics project would be required to contribute fees to the FUSD in accordance with SB 50.

Future development in the Reorganization Area will generate revenues to the District from Developer Impact Fees. Development Impact school fees are \$0.61 per square foot for commercial/industrial development.¹¹ FUSD plans for new school sites as the student population increases based on tract map approvals within the City. The City will coordinate closely with FUSD to ensure the adequate provision of public education services and facilities to students in the City.

⁸ P. 4.15-11. "Draft Environmental Impact Report, I-15 Logistics", Michael Baker International, August 2019.

⁹ P. 4.12-1. "Draft Environmental Impact Report, I-15 Logistics", Michael Baker International, August 2019.

¹⁰ Based on a Blended Student Generation Factor of 0.58 and the project's estimated employment generation of up to 1,000 employees;

EH&A, *Fontana Unified School District Developer Fee Justification Study*, Table 14, Blended Student Generation Factors, page 22, June 20, 2018.

¹¹ FUSD (Fontana Unified School District). 2019. Developer Fees. Accessed September 2018. <http://www.fusd.net/departments/Business/Facilities/DevFees.stm>.

4.12 SOLID WASTE MANAGEMENT

Before Annexation

Developed areas within the Reorganization Area generally consist of eight existing residential properties, as well as a small commercial development at the north end of the Reorganization Area. Currently, solid waste generated at the site is disposed of in commercial dumpsters located throughout the residential and commercial areas, and an independent solid waste disposal contractor removes solid waste from these areas.

The main solid waste disposal site for the Reorganization Area is the Mid-Valley Sanitary Landfill at 2390 Alder Ave, Rialto. The landfill has a capacity of 7,500 tons of solid waste per day and has 61,219,377 cubic yards of capacity available.¹²

After Annexation

Upon annexation, the City of Fontana will be responsible for providing solid waste management services to future development in the Reorganization Area. Per the City's Sole Franchise Hauler Agreement, all hauling resulting from construction or demolition activities may only be contracted through Burrtec Waste Industries.

Through its contractual agreement with the City of Fontana, Burrtec collects non-hazardous solid waste and hauls it to the Mid-Valley Sanitary Landfill. The landfill is operated by San Bernardino County. As discussed above, the landfill has a capacity of 7,500 tons of solid waste per day and 61,219,377 cubic yards of capacity available.¹³ Solid waste collection and disposal services would be provided on a fee basis to future residential, commercial, and industrial customers within the Reorganization Area.

4.13 HEALTH AND WELFARE

Before Annexation

The San Bernardino County Department of Public Health currently serves the City for the general public's health and welfare services. The department provides a variety of programs and services that informs and educates the public about health issues. The County Department of Public Health additionally provides public assistance welfare and healthcare needs for all residents within San Bernardino County.

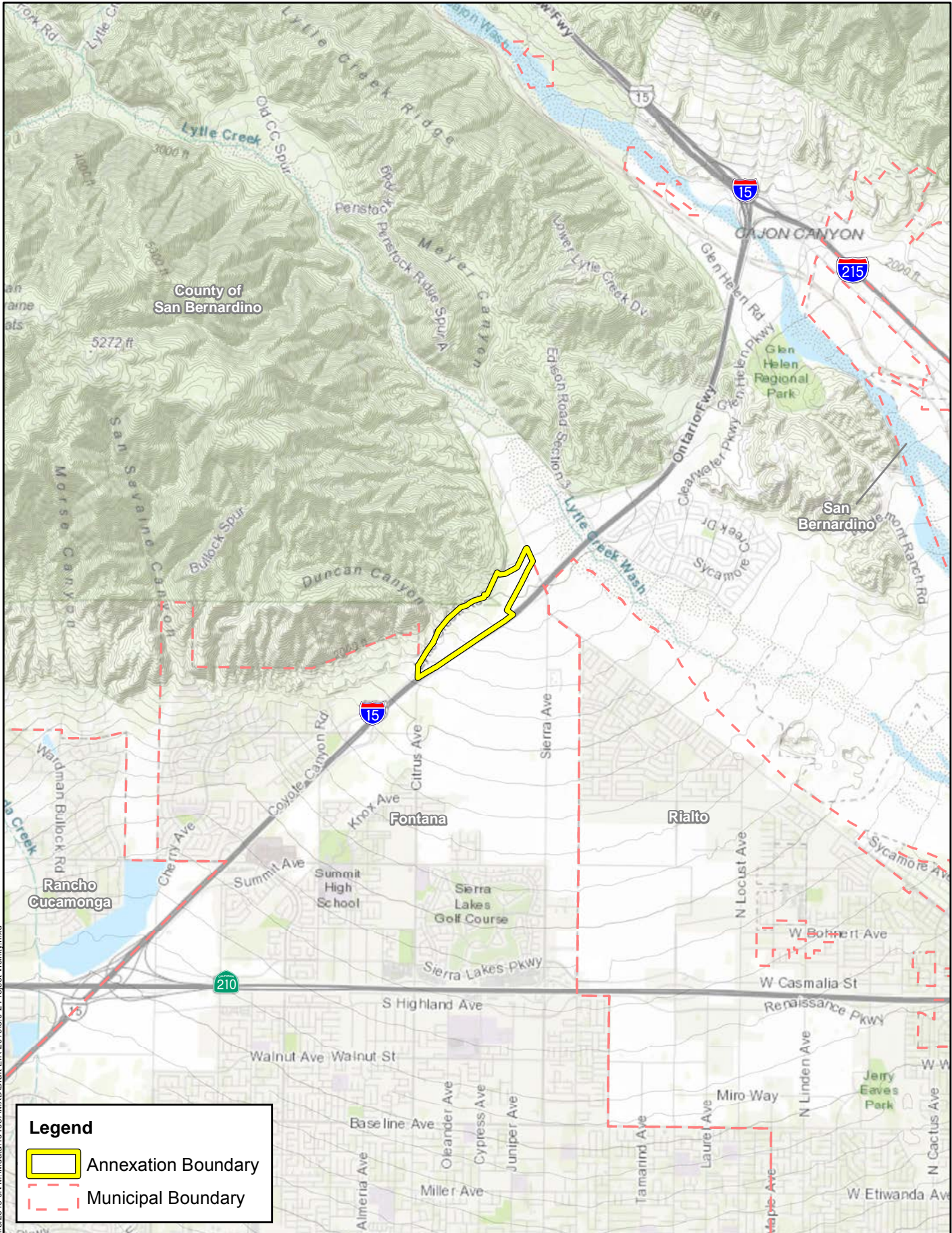
After Annexation

There are no anticipated changes in service levels or costs after the annexation of the I-15 Logistics project and Reorganization Area. Although the I-15 Logistics project would have the potential to generate limited population growth with the potential to impact other public health and welfare services, due to the number of persons anticipated to occupy the Logistics Site and the nature of uses proposed, no significant increase in demand for new or physically altered public facilities are expected. The I-15 Logistics project applicant would be required to pay its fair share of

¹² CalRecycle (California Department of Resources Recycling and Recovery). 2019. Agency website. Accessed October 2019. <https://www.calrecycle.ca.gov>.

¹³ CalRecycle (California Department of Resources Recycling and Recovery). 2019. Agency website. Accessed October 2019. <https://www.calrecycle.ca.gov>.

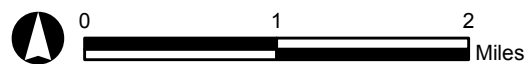
development impact fees to help offset incremental impacts to other public facilities by helping fund capital improvements and expenditures. The I-15 Logistics project and other future development would be required to adhere to standards and provisions set forth by the City.



4/5/2019 JN M:\data\161657\MXD\Draft EIR 2019\3.0-2 Project Vicinity.mxd

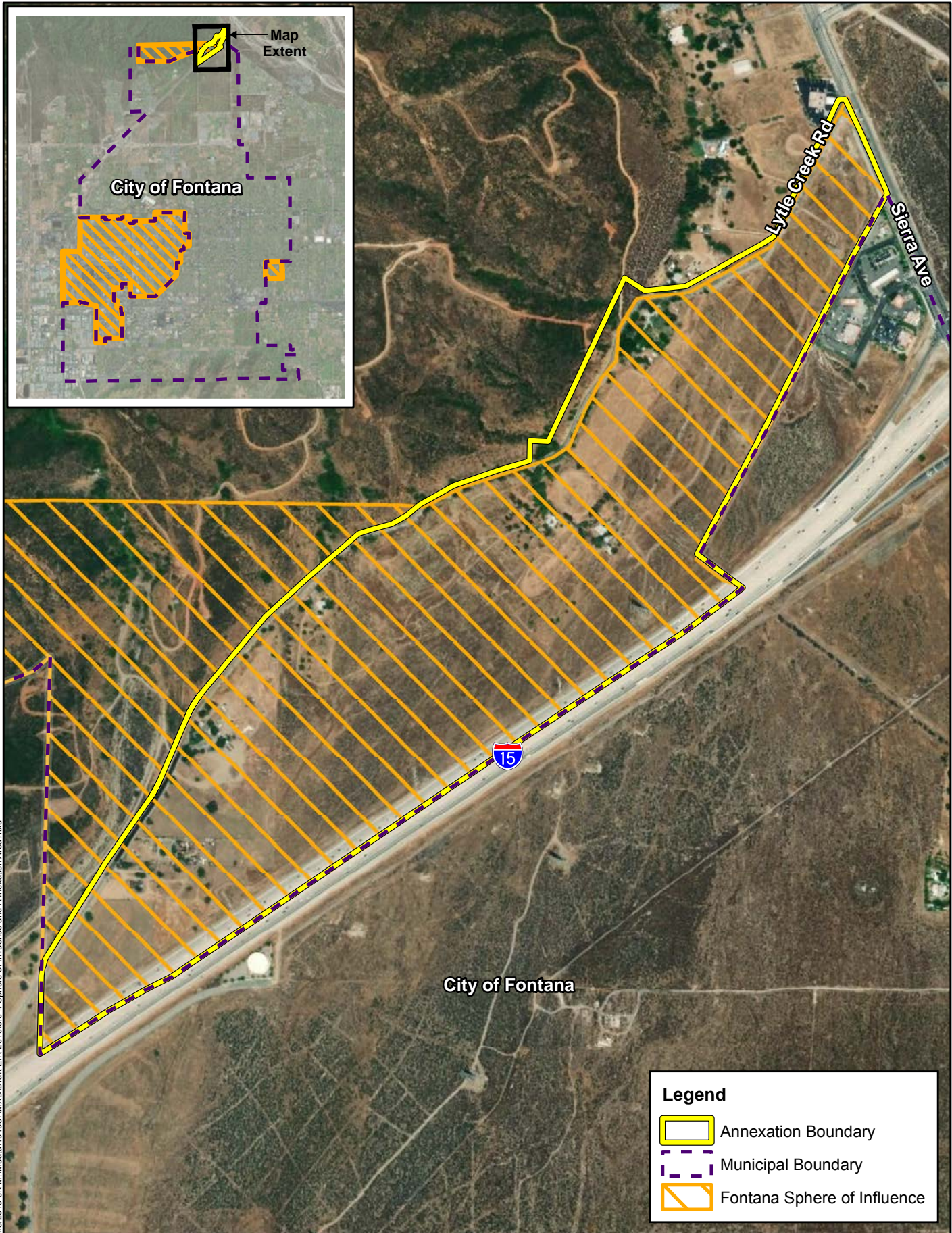
Legend

- Annexation Boundary
- Municipal Boundary






Source: ESRI USA Topographic Basemap, San Bernardino County, United States Geological Survey

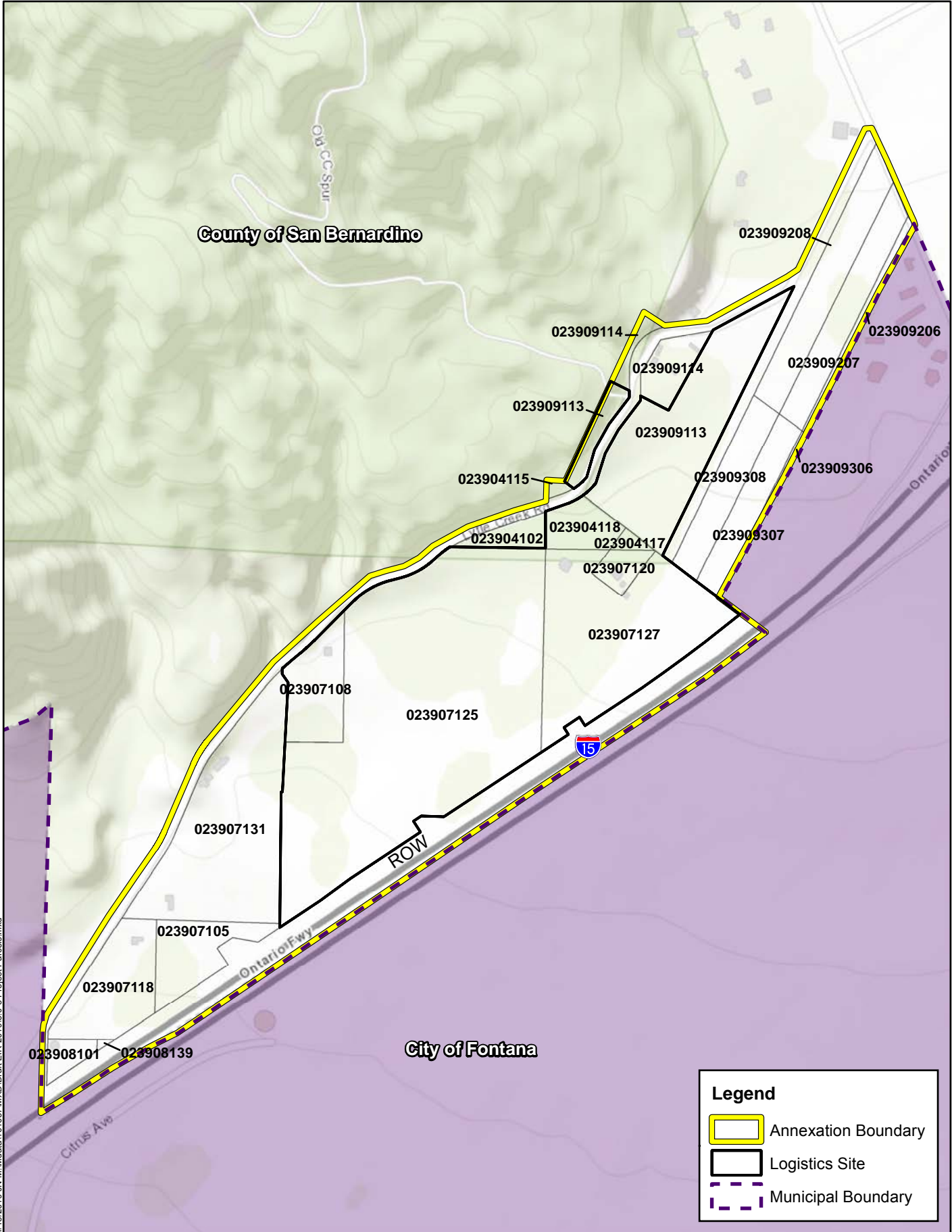
I-15 LOGISTICS
DRAFT EIR
Project Vicinity



Legend

-  Annexation Boundary
-  Municipal Boundary
-  Fontana Sphere of Influence

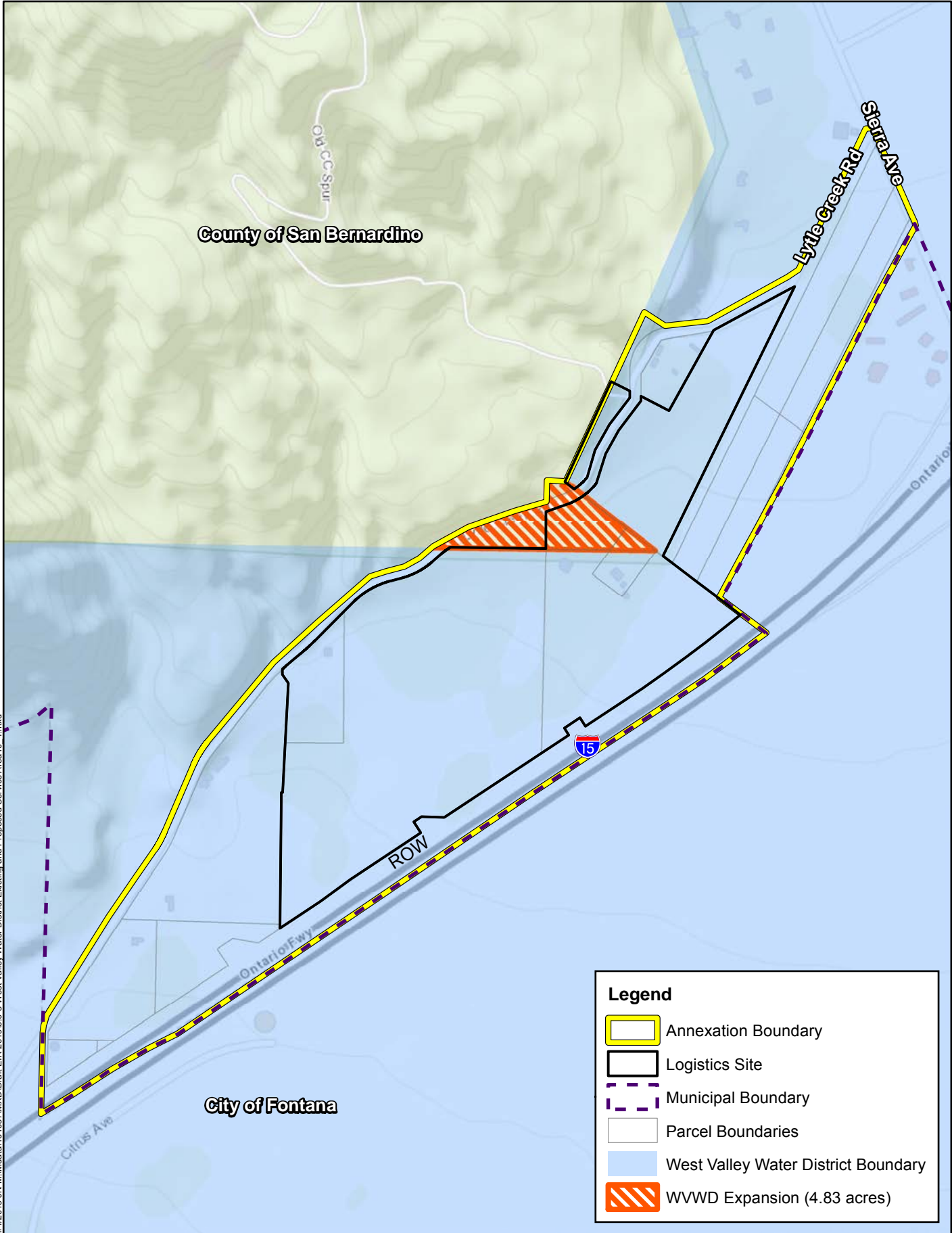
4/5/2019 JN M:\Mdata\161657\MXD\Draft EIR 2019\3.0-4 Sphere of Influence and Annexation Area.mxd









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Legend

- Annexation Boundary
- Logistics Site
- Municipal Boundary



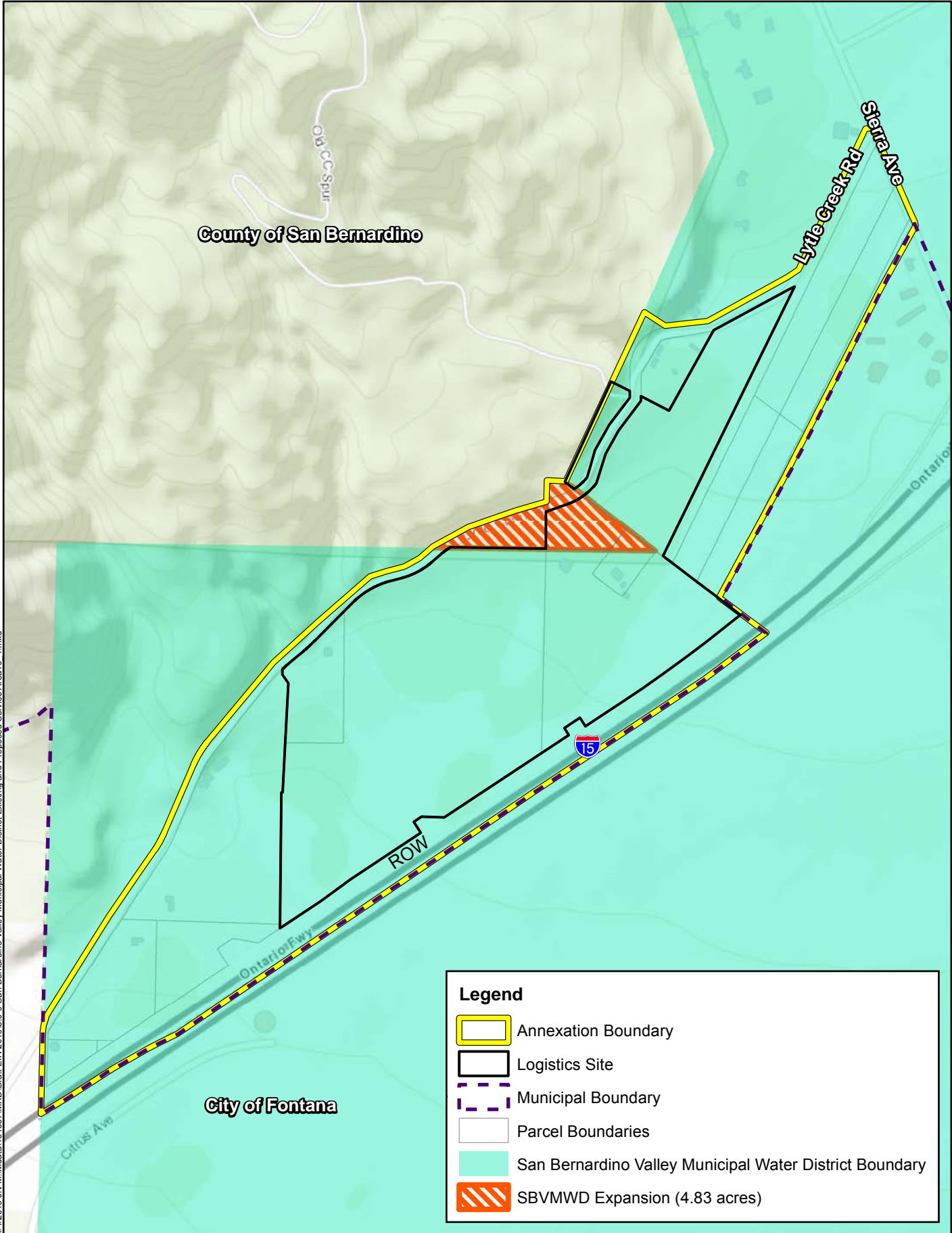
Legend

-  Annexion Boundary
-  Logistics Site
-  Municipal Boundary
-  Parcel Boundaries
-  West Valley Water District Boundary
-  WVWD Expansion (4.83 acres)

4/4/2019 JN M:\data\161657\MXD\Draft EIR 2019\3.0-5 West Valley Water District Existing and Proposed Service Area 10_4.mxd

I-15 LOGISTICS DRAFT EIR

West Valley Water District Existing and Proposed S



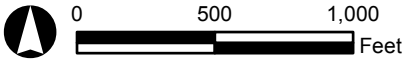
4/4/2019 JN M:\Mdata\161657\MXD\Draft EIR 2019\3.0-9 San Bernardino Valley Municipal Water District Existing and Proposed Service Area10_4.mxd

Legend

- Annexation Boundary
- Logistics Site
- Municipal Boundary
- Parcel Boundaries
- San Bernardino Valley Municipal Water District Boundary
- SBVMWD Expansion (4.83 acres)

I-15 LOGISTICS
DRAFT EIR

San Bernardino Valley Municipal Water District
Existing and Proposed Service Area



Source: ESRI USA Topographic Basemap, San Bernardino County, San Bernardino Valley Municipal Water District

Appendix A Reorganization Area Assessor's Parcel Numbers

0239-041-02
0239-041-15
0239-041-17
0239-041-18
0239-071-05
0239-071-08
0239-071-18
0239-071-20
0239-071-25
0239-071-27
0239-071-31
0239-081-01
0239-081-39
0239-091-13
0239-091-14
0239-092-06
0239-092-07
0239-092-08
0239-093-06
0239-093-07
0239-093-08



Tafoya & Garcia LLP

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

Statement No.: 19-1011

Date: November 2019

Billing Period: November 15, 2019-November 30, 2019

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

PROFESSIONAL SERVICES

Total Fees for November 15 2019 to November 30, 2019:	\$ 6,517.50
Total Costs for November 15, 2019 to November 30, 2019:	\$ <u>121.00</u>
Total for November 2019:	\$ 6,638.50



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855 West Base Line Road
Rialto, California 92376

PROFESSIONAL SERVICES

Date	Timekeeper (Attorney)	Description	Time
11.18.19	ATY	Telephone conference with Vice President Crowther re: agenda items.	0.10
11.18.19	ATY	Telephone conference with General Manager re: agenda items.	0.10
11.18.19	ATY	Review emails re: agenda items.	0.10
11.19.19	ATY	PRA 19-078 Review request for multiple documents; confer with associate.	0.10
11.19.19	ATY	Telephone conference with President Taylor re: agenda.	0.10
11.19.19	ATY	Review correspondence from Board Secretary re: agenda.	0.10
11.19.19	ATY	Review emails from General Manager re: agenda.	0.10
11.19.19	ATY	Review emails from President Taylor re: agenda.	0.10
11.19.19	ATY	Draft response to Staff re: agenda.	0.10
11.20.19	ATY	Review documents to prepare for WVWD meeting.	0.30
11.21.19	ATY	Review Water Code; Personnel Policy, etc., prepare for Board Meeting; review documents to prepare for meeting; telephone conference with Director and General Manager.	2.30

Date	Timekeeper (Attorney)	Description	Time
11.21.19	ATY	(Andy Tran) Travel to and from Rialto; attend Board Meeting at Water District.	5.90
11.21.19	ATY	Prepare for Board Meeting; travel to and from Board Meeting; attend Board Meeting.	6.80
11.25.19	ATY	Review November 21, 2019 board meeting notes.	0.30
Total Hours:			16.50
Total Hours @ discounted rate of \$395.00 per hour: \$ 6,517.50			

Costs

Copying Costs (605 pages at \$.20 per page)	\$ 121.00
Facsimile Costs (0 pages at \$1.00 per page)	\$ -
Total Costs: \$ 121.00	
November 15 to 30, 2019 Total: \$ 6,638.50	



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

Statement No.: 19-1012

Date: December 2019

Billing Period: December 1, 2019 to December 31, 2019

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

PROFESSIONAL SERVICES

Total Fees for December 2019:	\$ 13,785.50
Total Costs for December 2019:	\$ <u>162.68</u>
Total for December 2019:	\$ 13,948.18

LEAL • TREJO
 ATTORNEYS AT LAW
 A PROFESSIONAL CORPORATION

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

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

August 7, 2019

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

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

Dear Mr. Mansell:

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

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

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

Very truly yours,
 LEAL • TREJO APC

H. Francisco Leal

HFL/meg
 Enclosures

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M. Blount
SEP 16 2019

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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

September 11, 2019

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

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

Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL • TREJO APC

H. Francisco Leal
H. Francisco Leal

HFL/meg
Enclosures

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

09-17-19

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H. FRANCISCO LEAL
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DAVID J. ALVAREZ
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ARTURO N. FIERRO
ANA MARIA QUINTANA

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

September 11, 2019

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

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

Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL • TREJO APC


H. Francisco Leal

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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

October 15, 2019

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

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

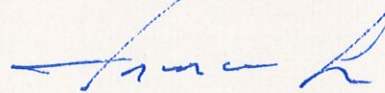
Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL ■ TREJO APC



H. Francisco Leal

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

October 15, 2019

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

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

Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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NOV 13 2019

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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

November 13, 2019

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

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

Dear Mr. Mansell:

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

Expense	Inv. No. 17764	\$ 942.00
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Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC


H. Francisco Leal

HFL/meg
Enclosures

LEAL • TREJO
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL
WILLIAM J. TREJO
MARIBEL S. MEDINA
DAVID J. ALVAREZ
MICHAEL E. WOLFBORN
DENISE A. MARTINEZ
JENNIFER A. CHAMBERLAIN
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LONG BEACH, CALIFORNIA 90808
(213) 628-0808
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WWW.LEAL-LAW.COM

November 13, 2019

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

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

Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

HFL/meg
Enclosures

LEAL • TREJO
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

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L. Santoro

H. FRANCISCO LEAL
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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

November 18, 2019

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

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

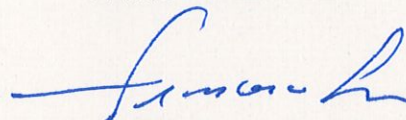
Dear Mr. Mansell:

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

Expense	Inv. No. 17795	\$ 657.15
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Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

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Enclosures

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November 18, 2019

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

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

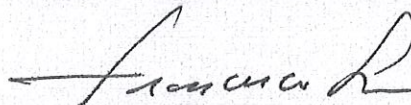
Dear Mr. Mansell:

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

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

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

Very truly yours,
LEAL • TREJO APC



H. Francisco Leal

HFL/meg
Enclosures