



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

BOARD MEETING
AGENDA

THURSDAY, MARCH 7, 2019 - 6:00 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.

CONSENT CALENDAR

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

Consideration of:

1. February 7, 2019 Regular Board Meeting Minutes.
2. Receive and File January 2019 Cash Disbursements Report.
3. Receive and File January 2019 Purchase Order Report.

BUSINESS MATTERS

Consideration of:

1. Update and Amend West Valley Water District Committee List.
2. CalPERS Review of Member Payrates.
3. ServiceSkills - Employee Training.
4. Approval of a FY 2018-19 Budget Amendment to Allocate a \$95,000 Refund from Colton Public Utilities to a New Budget Department Named "Hydrostem" for Supporting Education, Scholarship and Sponsorship Activities..
5. Consider a CIP budget amendment to implement a Computerized Maintenance Management System (CMMS) utilizing Maximo Software.
6. Consider Task Order No. 2 for Los Angeles County Public Safety and Security Services, LLC, to Provide Detailed Safety & Security Services.
7. Consider a Budget Amendment for Task Order No. 2 for Rogers, Anderson, Malody & Scott, LLC (RAMS) to Conduct Mid-Year Financial Audits..
8. Consider a Budget Amendment for Task Order No. 2 for MV Cheng & Associates, Inc..
9. Consider a Budget Amendment for Task Order No. 3 for MV Cheng & Associates, Inc..
10. Consider Sole Source Purchasing of Rotork Actuators and Plant Valves for the Oliver P. Roemer Water Treatment Facility.

11. Consider an Agreement with Merlin Johnson Construction, Inc. for Water Valve Replacement Project.
12. Consider an Agreement for the Trailers with Pacific Mobile Structures for the Customer Service Foyer Renovation Project Construction.
13. Approval of Tafoya & Garcia, LLP for professional services rendered in the month of December 2018; Invoice No. 18-1012: \$29,923.20.
14. Request To Reclassify District Engineer To Assistant General Manager (Capital Improvement Program).
15. Consider an Agreement with Lee & Kaufman for Personnel Issues..

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

1. **Board Members**
2. **Legal Counsel**
3. **General Manager**
 - ❖ 1,569 days without a "Loss Time" claim.

UPCOMING MEETINGS

1. March 9, 2019 - West Valley Water District Water Supply Reliability 2025 Program Workshop at District Headquarters at 1:00 PM
2. March 9, 2019 - West Valley Water District Mid-Year Budget Review Workshop at District Headquarters at 10:00 AM
3. March 11, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
4. March 11, 2019 - West Valley Water District External Affairs Committee Meeting at 6:20 PM at the District Headquarters
5. March 12, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
6. March 13, 2019 - West Valley Water District Engineering and Planning Committee Meeting at 6:00 PM at the District Headquarters
7. March 15, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters

8. March 18, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by the Inland Empire Utilities Agency (IEUA) at The Panda Inn in Ontario, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM

CLOSED SESSION

1. 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
2. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: One (1)
3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: International Union of Operating Engineers Local 12, Charging Party v. West Valley Water District, Respondent, Case No. LA-C-1319-M
4. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to Cal. Gov. Code Section 54957
5. PUBLIC EMPLOYEE APPOINTMENT pursuant to Cal. Gov. Code Section 54957 Title: Interim Chief Financial Officer
6. Consider an Agreement with Lee & Kaufman for Personnel Issue

ADJOURN

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on March 4, 2019.



Crystal L. Escalera, Board Secretary

Please Note:

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

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

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
February 7, 2019

Attendee Name	Present	Absent	Late
Board Members			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naisha Davis	<input type="checkbox"/>	<input checked="" type="checkbox"/> Excused	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<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"/>

VISITORS

June Hayes, San Bernardino Valley Municipal Water District

OPENING CEREMONIES

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

WVWD

Minutes: 2/7/19

ADOPT AGENDA

The agenda was adopted by the following vote:

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

PUBLIC PARTICIPATION

Don Griggs and Hardy Brown made comments to the Board of Directors.

CONSENT CALENDAR

1. DECEMBER 20, 2018 REGULAR BOARD MEETING MINUTES

President Dr. Taylor asked for a motion to adopt the Consent Calendar. Before one could be made, Director Dr. Young requested to take Item No. 4 as a separate vote. Director Greg Young then requested to amend his comment in the January 17, 2019 minutes on page 25 of the agenda packet. He requested his comment to be amended to match the same verbiage used in the current agenda for Item No. 11 regarding the State Controller's Audit. He also asked the General Manager to speak briefly to Item No. 5. Funding was inadvertently identified as the "FBR Offices Construction Project" in the staff report received for Item No. 5. Instead, the funding would come from the Zone 7 PRV Lytle Creek Ranch Project. Mr. Mansell spoke briefly to the matter and no further discussion took place. Following these request, Director Greg Young motioned to adopt Items No. 1, 2, Item No. 3 as amended, and Item No. 5. Vice President Kyle Crowther second the motion and the following vote was taken:

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

2. JANUARY 11, 2019 SPECIAL BOARD MEETING MINUTES

President Dr. Taylor asked for a motion to adopt the Consent Calendar. Before one could be made, Director Dr. Young requested to take Item No. 4 as a separate vote. Director Greg Young then requested to amend his comment in the January 17, 2019 minutes on page 25 of the agenda packet. He requested his comment to be amended to match the same verbiage used in the current agenda for Item No. 11 regarding the State Controller's Audit. He also asked the General Manager to speak briefly to Item No. 5. Funding was inadvertently identified as the "FBR Offices Construction Project" in the staff report received for Item No. 5. Instead, the funding would come from the Zone 7 PRV Lytle Creek Ranch Project. Mr. Mansell spoke briefly to the matter and no further discussion took place. Following these request, Director Greg Young motioned to adopt Items No. 1, 2, Item No. 3 as amended, and Item No. 5. Vice President Kyle Crowther second the motion and the following vote was taken:

WVWD

Minutes: 2/7/19

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

3. JANUARY 17, 2019 REGULAR BOARD MEETING MINUTES

President Dr. Taylor asked for a motion to adopt the Consent Calendar. Before one could be made, Director Dr. Young requested to take Item No. 4 as a separate vote. Director Greg Young then requested to amend his comment in the January 17, 2019 minutes on page 25 of the agenda packet. He requested his comment to be amended to match the same verbiage used in the current agenda for Item No. 11 regarding the State Controller's Audit. He also asked the General Manager to speak briefly to Item No. 5. Funding was inadvertently identified as the "FBR Offices Construction Project" in the staff report received for Item No. 5. Instead, the funding would come from the Zone 7 PRV Lytle Creek Ranch Project. Mr. Mansell spoke briefly to the matter and no further discussion took place. Following these request, Director Greg Young motioned to adopt Items No. 1, 2, Item No. 3 as amended, and Item No. 5. Vice President Kyle Crowther second the motion and the following vote was taken:

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

4. APPROVAL OF DECEMBER 2018 PURCHASE ORDER REPORT

President Dr. Taylor motioned to approve Item No. 4, to which Vice President Kyle Crowther second the motion. There was no discussion. The item passed 3-2 by the following vote:

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

5. CONSIDER TASK ORDER NO. 5 WITH GEOSCIENCE SUPPORT SERVICES INCORPORATED FOR CHARACTERIZATION OF WELL 2

President Dr. Taylor asked for a motion to adopt the Consent Calendar. Before one could be made, Director Dr. Young requested to take Item No. 4 as a separate vote. Director Greg Young then requested to amend his comment in the January 17, 2019 minutes on page 25 of the agenda packet. He requested his comment to be amended to match the same verbiage used in the current agenda for Item No. 11 regarding the State Controller's Audit. He also asked the General Manager to speak briefly to Item No. 5. Funding was inadvertently identified as the "FBR Offices Construction Project" in the staff report received for Item No. 5. Instead, the funding would come from the Zone 7 PRV Lytle Creek Ranch Project. Mr. Mansell spoke briefly to the matter and no further discussion took place. Following these request, Director Greg Young motioned to adopt Items No. 1, 2, Item No. 3 as amended, and Item No. 5. Vice President Kyle Crowther second the motion and the following vote was taken:

WVWD

Minutes: 2/7/19

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

BUSINESS MATTERS

Vice President Crowther requested to pull Item No. 11 for amendment. Following this request, Director Dr. Young motioned to approve Item No. 7 & 8 and to take the balance of the Business Matters as separate votes. Director Greg Young second the motion and the following vote was taken:

6. APPROVAL OF PAYMENT TO ALBRIGHT, YEE AND SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN OCTOBER 2018, INVOICE NO. 25512: \$33,794.93

Director Greg Young motioned to approve Item No. 6 following the approval of Items No. 7 & 8. Vice President Kyle Crowther second the motion with no discussion. The item passed with Director Dr. Young abstaining from the vote.

RESULT:	APPROVED [4 TO 0]
MOVER:	Gregory Young, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger, Gregory Young
ABSTAIN:	Clifford Young

7. APPROVAL OF PAYMENT TO LEAL TREJO, APC FOR PROFESSIONAL SERVICES RENDERED IN OCTOBER, 2018, INVOICE NO. 17284: \$22,845.18

Director Dr. Young motioned to approve Item No. 7 & 8. Director Greg Young second the motion to which there was no discussion. The following vote was taken:

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

8. APPROVAL OF PAYMENT TO LEAL TREJO, APC FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER, 2018, INVOICE NO. 17343: \$9,868.50

Director Dr. Young motioned to approve Item No. 7 & 8. Director Greg Young second the motion to which there was no discussion. The following vote was taken:

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

WVWD

Minutes: 2/7/19

9. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN OCTOBER 2018, INVOICE NO. 18-1010: \$43,395.64

Director Greg Young stated he was going to vote against approval of this bill and felt the hours charged did not correctly reflect the work product brought to the Board of Directors. Following his comments, President Dr. Taylor motioned to approve the bill and Vice President Crowther second the motion. Before a vote could be taken, Director Don Olinger asked Director Greg Young which items specifically he was referring to. Discussion then ensued. Director Olinger asked if the work product produced was found to be charged incorrectly, could a refund be given to the district. President Dr. Taylor asked legal counsel to address the concerns expressed by Director Greg Young. Mr. Tafoya commented that the policies in question were billed correctly and cited the work done. Being no further discussion the following vote was taken:

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

10. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN NOVEMBER 2018, INVOICE NO. 18-1011: \$32,679.10

President Dr. Taylor motioned to approve this item, second by Vice President Kyle Crowther. The vote passed as follows with Director Dr. Young abstaining:

RESULT:	APPROVED [3 TO 1]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
NAYS:	Gregory Young
ABSTAIN:	Clifford Young

11. TO SEND A FORMAL REQUEST TO THE STATE CONTROLLER'S OFFICE TO CONDUCT A FULL INDEPENDENT FINANCIAL AUDIT OF ALL FINANCIAL DEALINGS OF THE WEST VALLEY WATER DISTRICT OVER THE PAST TWO YEAR INCLUDING ALL CONTRACTS, ALL CONTRACTORS INCLUDING CONTRACTORS USED BY LEGAL COUNSEL FOR WEST VALLEY WATER DISTRICT BUSINESS.

President Dr. Taylor opened discussion on this item and suggested that the Board not have the State Auditor's Office conduct an audit and instead to authorize the previous district audit firm to conduct an audit. Director Greg Young disagreed with this suggestion and motioned to pass the item as stated. President Dr. Taylor made an amendment to the motion to pass the item but to use the previous auditors beginning the last day of our last audit, to the current date. Director Greg Young did not accept this amendment and the amendment failed. Director Dr. Young second Director Greg Young's motion. Before a vote could be taken, Director Don Olinger made remarks to the matter and a vote was taken. The motion failed 3-2.

WVWD

Minutes: 2/7/19

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

TO SEND A FORMAL REQUEST TO THE STATE CONTROLLER'S OFFICE TO CONDUCT A FULL INDEPENDENT FINANCIAL AUDIT OF ALL FINANCIAL DEALINGS OF THE WEST VALLEY WATER DISTRICT OVER THE PAST TWO YEAR INCLUDING ALL CONTRACTS, ALL CONTRACTORS INCLUDING CONTRACTORS USED BY LEGAL COUNSEL FOR WEST VALLEY WATER DISTRICT BUSINESS.

President Dr. Michael Taylor motioned to amend Item No. 11 by using the same firm used by the district in our previous audit instead of having the State Controller's Office conduct the audit, conducted an audit beginning the last day of our last audit to the current date, and if any problems were discovered during the audit to refer them at that time to the State Controller's Office. Vice President Kyle Crowther second the motion and discussion ensued regarding the audit and concerns that were raised by the Chief Financial Officer, Naisha Davis. The motion passed 3-0-2 with Directors Dr. Young and Greg Young abstaining from the vote.

RESULT:	APPROVED AS AMENDED [3 TO 0]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
ABSTAIN:	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. Young commented on the much needed rain. There were no further reports from the Board of Directors.
- **Legal Counsel**
 - Legal Counsel reported back on a question that was raised during the last meeting regarding whether campaign contributions to elected officials create legal conflicts of interests. Mr. Tafoya said campaign contributions to elected officials did not create a legal conflicts of interests at that meeting and brought back to the Board a case regarding Woodland Hills to support his statement. Mr. Tafoya also notified the Board that he would be preparing a memo with the information he cited for their reference at a later time.
- **General Manager**
 - No report

INFORMATION

No report.

WVWD

Minutes: 2/7/19

CLOSED SESSION

Legal Counsel reported on the San Bernardino Valley Municipal Water District, et al., v San Gabriel Valley Company, et al; San Bernardino County Superior Court Case No. CIVDS1311085 that was discussed during Closed Session. The Board voted 5-0 to accept a settlement agreement in the amount of \$3,000,000 in cash, \$3,000,000 in water credits and other terms. Additionally, Director Dr. Young made a motion for the district to pay for a lawyer of his choosing regarding employee complaints however the Board voted 3-2 and was denied. There was no other reportable action taken.

- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Cal. Gov. Code Section 54957 Title(s): General Manager and Board Secretary
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(a): San Bernardino Valley Municipal Water District, et al., v San Gabriel Valley Company, et al; San Bernardino County Superior Court Case No. CIVDS1311085 / Fourth District Court of Appeal Division Two, Case No. E063180
- 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)

ADJOURN

The meeting adjourned at 7:35 PM.

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 2/7/19

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2018 - 2019**

Report Month	Description	From	To	Gross Wages Paid
July 2018	Manual Check	06/15/18	07/05/18	5,319.95
July 2018	Pay Period #14	06/15/18	06/29/18	256,761.29
July 2018	Monthly Pay Period #7	06/01/18	06/30/18	7,203.00
July 2018	Pay Period #15	06/29/18	07/13/18	246,886.43
July 2018	Manual Check	07/13/18	07/19/18	3,332.45
Total for July 2018				519,503.12
August 2018	Pay Period #16	07/13/18	07/27/18	250,850.53
August 2018	Monthly Pay Period #8	07/01/18	07/31/18	6,321.00
August 2018	Manual Check	07/27/18	08/06/18	2,625.29
August 2018	Manual Check	07/27/18	08/10/18	27,441.77
August 2018	Pay Period #17	07/27/18	08/10/18	243,822.70
August 2018	Safety Celebration			3,650.00
August 2018	Pay Period #18	08/10/18	08/24/18	237,358.82
Total for August 2018				772,070.11
September 2018	Monthly Pay Period #9	08/01/18	08/31/18	6,762.00
September 2018	Pay Period #19	08/24/18	09/07/18	248,656.48
September 2018	Pay Period #20	09/07/18	09/21/18	243,379.26
Total for September 2018				498,797.74
October 2018	Monthly Pay Period #10	09/01/18	09/30/18	7,350.00
October 2018	Pay Period #21	09/21/18	10/05/18	248,781.81
October 2018	Manual Check	10/05/18	10/12/18	5,633.25
October 2018	Manual Check	10/05/18	10/18/18	2,982.02
October 2018	Pay Period #22	10/05/18	10/19/18	251,858.33
Total for October 2018				516,605.41
November 2018	Monthly Pay Period #11	10/01/18	10/31/18	7,188.30
November 2018	Pay Period #23	10/19/18	11/02/18	246,599.90
November 2018	Longevity and SLCO Pay			58,662.40
November 2018	Manual Check	10/19/18	11/16/18	6,556.32
November 2018	Pay Period #24	11/02/18	11/16/18	255,286.83
Total for November 2018				574,293.75
December 2018	Pay Period #25	11/16/18	11/30/18	252,617.38
December 2018	Monthly Pay Period #12	11/01/18	11/30/18	6,953.10
December 2018	Manual Check			-
December 2018	Pay Period #26	11/30/18	12/14/18	251,684.40
Total for December 2018				511,254.88
January 2019	Pay Period #1	12/14/18	12/28/18	265,765.10
January 2019	Monthly Pay Period #1	12/01/18	12/31/18	7,276.50
January 2019	Pay Period #2	12/28/18	01/11/19	268,970.48
January 2019	Pay Period #3	01/11/19	01/25/19	277,518.19
Total for January 2019				819,530.27

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

Date	Item	Check No. or EFT	Amount
01/03/19	Pay Period #1	8383-8388	10,068.46
01/03/19	Monthly Pay Period #1	none	-
01/09/19	Void Check	8387	(1,775.05)
01/09/19	Manual Check	8389	1,775.05
01/17/19	Pay Period #2	8390-8395	6,856.08
01/31/19	Pay Period #3	8396-8399	6,944.32
	Total Checks		<u>23,868.86</u>
01/03/19	Pay Period #1 Direct Deposits	EFT	170,457.62
01/03/19	Federal Tax Withheld Social Security & Medicare	EFT	67,623.76
01/03/19	State Tax Withheld and State Disability Insurance	EFT	12,733.73
01/03/19	Lincoln Deferred Compensation Withheld	EFT	12,978.19
01/03/19	Lincoln - Employer Match Benefit	EFT	3,500.00
01/03/19	Lincoln - 401(a) Employer Match Benefit	EFT	2,009.81
01/03/19	Nationwide Deferred Compensation	EFT	2,634.20
01/03/19	Nationwide - Employer Match Benefit	EFT	475.00
01/03/19	Nationwide - 401(a) Employer Match Benefit	EFT	5,700.00
01/03/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,600.89
01/03/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	12,052.70
01/03/19	California State Disbursement	EFT	968.61
01/03/19	Monthly Pay Period #1 Direct Deposits	EFT	6,328.49
01/03/19	Federal Tax Withheld Social Security & Medicare	EFT	1,456.20
01/03/19	State Tax Withheld	EFT	48.46
01/17/19	Pay Period #2 Direct Deposits	EFT	176,488.73
01/17/19	Federal Tax Withheld Social Security & Medicare	EFT	68,179.11
01/17/19	State Tax Withheld and State Disability Insurance	EFT	12,707.36
01/17/19	Lincoln Deferred Compensation Withheld	EFT	13,153.48
01/17/19	Lincoln - Employer Match Benefit	EFT	13,153.48
01/17/19	Lincoln - 401(a) Employer Match Benefit	EFT	2,009.81
01/17/19	Nationwide Deferred Compensation	EFT	2,634.20
01/17/19	Nationwide - Employer Match Benefit	EFT	475.00
01/17/19	Nationwide - 401(a) Employer Match Benefit	EFT	700.00
01/17/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,755.60
01/17/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,156.08
01/17/19	California State Disbursement	EFT	968.61
01/31/19	Pay Period #3 Direct Deposits	EFT	179,806.88
01/31/19	Federal Tax Withheld Social Security & Medicare	EFT	71,106.00
01/31/19	State Tax Withheld and State Disability Insurance	EFT	13,604.22
01/31/19	Lincoln Deferred Compensation Withheld	EFT	17,887.98
01/31/19	Lincoln - Employer Match Benefit	EFT	3,450.00
01/31/19	Lincoln - 401(a) Employer Match Benefit	EFT	6,559.81
01/31/19	Nationwide Deferred Compensation	EFT	2,634.20
01/31/19	Nationwide - Employer Match Benefit	EFT	475.00
01/31/19	Nationwide - 401(a) Employer Match Benefit	EFT	700.00
01/31/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,517.74
01/31/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,319.11
01/31/19	California State Disbursement	EFT	694.61
01/11/19	PERS - Replacement Benefit Contribution, RBP	EFT	354.24
	Total EFT		<u>987,058.91</u>
	Grand Total Payroll Cash		<u>1,010,927.77</u>

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
JANUARY 2019**CHECK PAYMENTS**

1	74485	ADVANCED BUILDERS PROPERTIES	CONTINGENCY/METER BOX DEPOSITS REFUND	\$	3,030.00
2	74486	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	624.65
3	74487	AMAZON	OFFICE SUPPLIES	\$	2,095.52
4	74488	AT&T	CIRCUIT LINES / WTP LINES	\$	1,251.22
5	74489	CEMEX INC	SHOP SUPPLIES	\$	86.55
6	74490	CITY OF RIALTO-ALARM PROGRAM	ALARM FEES	\$	25.50
7	74491	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	32.12
8	74492	HASA INC.	CHEMICALS	\$	6,703.93
9	74493	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	\$	17,123.50
10	74494	LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	688.65
11	74495	LIEBERT CASSIDY WHITMORE	HR SERVICES	\$	525.00
12	74496	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	489.76
13	74497	MUTUAL OF OMAHA INSURANCE COMP	DISABILITY & LIFE INSURANCE	\$	6,043.18
14	74498	NOVITA NAVARRO TESSA	EXPENSE REIMBURSEMENT	\$	13.95
15	74499	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	149.55
16	74500	OLDCASTLE ENCLOSURE SOLUTIONS	INVENTORY	\$	11,319.31
17	74501	PTM DOCUMENT SYSTEMS	OFFICE SUPPLIES	\$	139.55
18	74502	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	150.00
19	74503	MATHIS GROUP: MATHIS & ASSOCIA	CONSULTANTS	\$	4,729.70
20	74504	ROGERS-ANDERSON-MALODY-SCOTT	AUDIT SERVICES	\$	13,000.00
21	74505	SO CALIFORNIA EDISON	WTP ELECTRIC	\$	27,595.95
22	74506	COURT-ORDERED DEBT COLLECTIONS	EMPLOYEE PAYMENT	\$	493.66
23	74507	STATE WATER RESOURCES CONTROL	D3 CERTIFICATE-LUDWIG	\$	90.00
24	74508	STRADLING YOCCA CARLSON & RAUT	LEGAL FEES	\$	550.00
25	74509	VERIZON WIRELESS PHONES	CELL PHONES	\$	53.34
26	74510	YO FIRE	REPAIRS/MAINTENANCE	\$	1,347.31
27	74511	ZIPRICK & CRAMER, LLP	LEGAL FEES	\$	4,094.00
28	74512	ACEVEDO, RICARDO	CUSTOMER REFUND	\$	54.44
29	74513	ANDERSON, SUE / KEVIN	CUSTOMER REFUND	\$	68.02
30	74514	ARCINIEGA, FRANCISCO	CUSTOMER REFUND	\$	50.85
31	74515	AZEVEDO, RON	CUSTOMER REFUND	\$	29.27
32	74516	BANOS ROGER INC.	CUSTOMER REFUND	\$	153.33
33	74517	BRECKNRIDGE PROPERTY FUND 2016	CUSTOMER REFUND	\$	171.42
34	74518	CARRANZA, JESUS	CUSTOMER REFUND	\$	12.12
35	74519	CEBALLOS, LUIS	CUSTOMER REFUND	\$	9.46
36	74520	CHAO, LODDY	CUSTOMER REFUND	\$	44.74
37	74521	CLARK & SONS	CUSTOMER REFUND	\$	516.04
38	74522	CLOCKWORK PROPERTY MANAGEMENT	CUSTOMER REFUND	\$	201.61
39	74523	CORDASCO, SANDRA/ CHRIS	CUSTOMER REFUND	\$	13.14
40	74524	CRESTWOOD COMMUNITIES	CUSTOMER REFUND	\$	20.08
41	74525	EARICKSON, COURTLAND	CUSTOMER REFUND	\$	72.49
42	74526	ELLIS, JUDY	CUSTOMER REFUND	\$	22.81
43	74527	FRONTIER COMMUNITIES	CUSTOMER REFUND	\$	40.78
44	74528	HENKELS & MCCOY INC	CUSTOMER REFUND	\$	1,762.77
45	74529	LAU, PHILIP	CUSTOMER REFUND	\$	9.87
46	74530	LAU, YUN	CUSTOMER REFUND	\$	69.91
47	74531	LENNAR HOMES	CUSTOMER REFUND	\$	328.79
48	74532	LI, TAO	CUSTOMER REFUND	\$	24.34
49	74533	MALESKEY, ANGELA	CUSTOMER REFUND	\$	40.72
50	74534	MCDOWELL, CHARLES	CUSTOMER REFUND	\$	19.28
51	74535	MILLER ENVIRONMENTAL INC	CUSTOMER REFUND	\$	788.21
52	74536	MORE CASH FOR HOMES, LLC	CUSTOMER REFUND	\$	61.22
53	74537	NAGDA,DREW	CUSTOMER REFUND	\$	69.83
54	74538	NAKAE & ASSOCIATES, INC.	CUSTOMER REFUND	\$	1,601.99
55	74539	NAVARRETE, BRIAN	CUSTOMER REFUND	\$	43.56
56	74540	PEREZ DIAZ, JOE	CUSTOMER REFUND	\$	8.72
57	74541	PORTER, KAREN Y. & JAMES M.	CUSTOMER REFUND	\$	43.79
58	74542	PROFESSIONAL ELECTRICAL	CUSTOMER REFUND	\$	1,108.53
59	74543	REAL PROPERTY ACQUISITION	CUSTOMER REFUND	\$	0.30
60	74544	SANDERS, LANEISHA	CUSTOMER REFUND	\$	72.10
61	74545	SANTANA, AARON/ROBERTA	CUSTOMER REFUND	\$	54.50
62	74546	SANTILLANO,DAISY	CUSTOMER REFUND	\$	85.08
63	74547	SIGNATURE CAPITAL PROPERTIES	CUSTOMER REFUND	\$	50.67
64	74548	SOBCZAK, STEVEN/SHANA	CUSTOMER REFUND	\$	80.31
65	74549	SPARKS, LANCE / LAURA	CUSTOMER REFUND	\$	33.07
66	74550	SUPERIOR HOMES, LLC	CUSTOMER REFUND	\$	30.03

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67	74551	THREE D SERVICE	CUSTOMER REFUND	\$	169.74
68	74552	TINOCO, SAUL	CUSTOMER REFUND	\$	28.92
69	74553	TORRES, WENDY / STEVE	CUSTOMER REFUND	\$	32.32
70	74554	TORREZ, HOLLY	CUSTOMER REFUND	\$	49.55
71	74555	TREVINO, STEVE	CUSTOMER REFUND	\$	12.19
72	74556	WILKERSON, KENNETH	CUSTOMER REFUND	\$	35.00
73	74557	ZAVALA, CLAUDIA E	CUSTOMER REFUND	\$	34.58
74	74558	AQUA-METRIC SALES CO	INVENTORY	\$	26,955.30
75	74559	AT&T LONG DISTANCE	OFFICE / WTP	\$	109.01
76	74560	BABCOCK LABORATORIES, INC.	LAB FEES	\$	1,005.00
77	74561	BAE SYSTEMS APPLIED INTELLIGEN	EMAIL SERVICES	\$	1,965.63
78	74562	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	803.79
79	74563	CHANDLER ASSET MANAGEMENT	CONSULTANTS	\$	1,016.31
80	74564	COLONIAL SUPPLEMENTAL INSURANCE	EMPLOYEES PAYMENTS	\$	800.81
81	74565	CORE & MAIN LP	METERS & AMR'S	\$	16,881.00
82	74566	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	376.68
83	74567	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	10.57
84	74568	EMPLOYEE RELATIONS	HR SERVICES	\$	120.90
85	74569	FAST SERVICE	CUSTOMER SERVICES	\$	327.00
86	74570	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$	45.00
87	74571	HAAKER EQUIPMENT COMPANY	SWEEPER	\$	53,038.98
88	74572	HACH COMPANY	REPAIRS/MAINTENANCE	\$	301.54
89	74573	HASA INC.	CHEMICALS	\$	3,401.97
90	74574	HEMET FENCE CORP	REPAIRS/MAINTENANCE	\$	3,300.00
91	74575	JOHNSON'S HARDWARE INC	REPAIRS/MAINTENANCE	\$	1,697.53
92	74576	LION TCC DEVELOPMENT II, LLC	CONTINGENCY/VALVE/METER BOX DEP REFUNDS	\$	47,235.20
93	74577	MAYRA ZAMORA	TURF REPLACEMENT REBATE	\$	590.37
94	74578	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	2,432.99
95	74579	MILLER SPATIAL SERVICES LLC	GIS CONVERSION	\$	4,500.00
96	74580	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	13.77
97	74581	PACK N MAIL	CUSTOMER SERVICES	\$	204.00
98	74582	PREMIERE GLOBAL SERVICES	TELEPHONE SERVICES	\$	103.38
99	74583	QUINN COMPANY	GENERATOR MAINTENANCE	\$	4,193.84
100	74584	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	638.02
101	74585	RIALTO BLACK HISTORY COMMITTEE	LUNCHEON-OLSON	\$	55.00
102	74586	RIALTO WATER SERVICES	WATER/SEWER	\$	192.82
103	74587	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	8.00
104	74588	VOID	VOID	\$	-
105	74589	SO CALIFORNIA EDISON	WELL #6 ELECTRIC	\$	14,809.32
106	74590	COURT-ORDERED DEBT COLLECTIONS	EMPLOYEE PAYMENT	\$	597.09
107	74591	STATE WATER RESOURCES CONTROL	PERMIT FEES	\$	8,429.83
108	74592	UNIVAR USA INC	CHEMICALS	\$	3,083.81
109	74593	VERIZON WIRELESS PHONES	CELL PHONES	\$	5,898.26
110	74594	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	3,791.25
111	74595	WATER SYSTEMS CONSULTING INC	ENGINEERING SERVICES	\$	2,935.71
112	74596	WESTCAS	2019 ANNUAL DUES	\$	1,265.00
113	74597	YO FIRE	REPAIRS/MAINTENANCE	\$	12,198.77
114	74598	SECRETARY OF STATE	TRAINING-ESCALERA	\$	40.00
115	74599	SECRETARY OF STATE	TRAINING-P ROMERO	\$	40.00
116	74600	VOID	VOID	\$	-
117	74601	ACWA /JPIA	MEDICAL/DENTAL/VISION/EAP	\$	153,487.58
118	74602	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	121.25
119	74603	AKEL ENGINEERING GROUP INC	ENGINEERING SERVICES	\$	4,550.09
120	74604	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	\$	2,605.00
121	74605	AMERICAN PAYROLL ASSOCIATION	APA MEMBERSHIP	\$	219.00
122	74606	CASC ENGINEERING AND CONSULTING	ENGINEERING SERVICES	\$	775.00
123	74607	CEMEX INC	SHOP SUPPLIES	\$	737.40
124	74608	CINTAS CORPORATION	JANITORIAL SERVICES	\$	773.51
125	74609	CITY OF RIALTO	UUTAX	\$	48,762.98
126	74610	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$	9,724.34
127	74611	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	768.88
128	74612	CONTROL TEMP INC	DISTRICT MAINTENANCE	\$	254.31
129	74613	COUNTY OF SAN BERNARDINO	PERMIT FEES	\$	1,285.20
130	74614	D & H WATER SYSTEMS, INC.	CHEMICALS	\$	487.81
131	74615	ALAN DYER	MEDICARE PART B REIMBURSEMENT	\$	354.00
132	74616	JUNE DYER J	MEDICARE PART B REIMBURSEMENT	\$	369.00
133	74617	ELITE ROAD SERVICE & TIRE INC	VEHICLES REPAIR/MAINTENANCE	\$	1,202.18

WEST VALLEY WATER DISTRICT

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134	74618	FONTANA UNION WATER CO	STOCK SHARE FEES	\$	2,968.00
135	74619	JOHN P GOUIN	AWWA WORKSHOP	\$	550.00
136	74620	GRAINGER INC	REPAIRS/MAINTENANCE	\$	429.66
137	74621	HACH COMPANY	REPAIRS/MAINTENANCE	\$	464.37
138	74622	DIANA HANNA G	MEDICARE PART B REIMBURSEMENT	\$	402.00
139	74623	DONALD R HANNA	MEDICARE PART B REIMBURSEMENT	\$	402.00
140	74624	HASA INC.	CHEMICALS	\$	6,074.96
141	74625	INLAND WATER WORKS SUPPLY CO	REPAIRS/MAINTENANCE	\$	220.32
142	74626	LEON LONG	MEDICARE PART B REIMBURSEMENT	\$	804.00
143	74627	MARVALINE LONG	MEDICARE PART B REIMBURSEMENT	\$	804.00
144	74628	BILGA LOPEZ	EXPENSE REIMBURSEMENT	\$	68.12
145	74629	MCMaster-CARR	REPAIRS/MAINTENANCE	\$	1,302.21
146	74630	JOYCE E PACE	MEDICARE PART B REIMBURSEMENT	\$	402.00
147	74631	PG MECHANICAL	EQUIPMENT/VEHICLE MAINTENANCE	\$	760.00
148	74632	RIALTO WATER SERVICES	WATER/SEWER	\$	30.42
149	74633	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES	\$	420.00
150	74634	SO CALIFORNIA EDISON	OFFICE/3AI PUMP/WTP/ DISTRICT PUMPS	\$	106,035.12
151	74635	STATE WATER RESOURCES CONTROL	G1 CERTIFICATE-HILLMAN	\$	55.00
152	74636	THE GAS COMPANY	WTP GAS	\$	50.16
153	74637	US BANK	BOND ADMIN FEES	\$	2,000.00
154	74638	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	491.52
155	74639	VARNER & BRANDT	LEGAL FEES	\$	24,371.59
156	74640	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	1,261.63
157	74641	YO FIRE	REPAIRS/MAINTENANCE	\$	299.10
158	74642	ALVARADO, BRITTANY AND JOSE	CUSTOMER REFUND	\$	40.91
159	74643	ANTON, FRANCES	CUSTOMER REFUND	\$	28.41
160	74644	BURKE, DAVID C.	CUSTOMER REFUND	\$	47.47
161	74645	C AND C PROPERTIES	CUSTOMER REFUND	\$	5.86
162	74646	CRESPIN, ROSEMARY S.	CUSTOMER REFUND	\$	17.47
163	74647	CRESTWOOD COMMUNITIES	CUSTOMER REFUND	\$	132.16
164	74648	CROWDER, TED	CUSTOMER REFUND	\$	0.25
165	74649	DE SANTIAGO, ANGELICA	CUSTOMER REFUND	\$	58.26
166	74650	DUNNINGTON, WENDY	CUSTOMER REFUND	\$	45.92
167	74651	DURANT, CARLO A.	CUSTOMER REFUND	\$	27.13
168	74652	EARTH BASICS	CUSTOMER REFUND	\$	3,600.00
169	74653	GARCIA, SHELLY/ RODOLFO	CUSTOMER REFUND	\$	74.20
170	74654	GENESIS CONSTRUCTION	CUSTOMER REFUND	\$	1,300.00
171	74655	HUERTA, RAYMOND	CUSTOMER REFUND	\$	21.46
172	74656	JIMENEZ, JOANNA	CUSTOMER REFUND	\$	88.46
173	74657	JOHNSON, BRANDON	CUSTOMER REFUND	\$	31.81
174	74658	LENNAR HOMES	CUSTOMER REFUND	\$	44.73
175	74659	LLIDO, ARLIN	CUSTOMER REFUND	\$	23.90
176	74660	LUCIDO, GINA	CUSTOMER REFUND	\$	19.04
177	74661	MENJIVAR, VICTOR M	CUSTOMER REFUND	\$	38.21
178	74662	MILLER ENVIRONMENTAL INC	CUSTOMER REFUND	\$	520.29
179	74663	MITCHELL, FELICIA	CUSTOMER REFUND	\$	326.36
180	74664	NUNEZ, TRACY	CUSTOMER REFUND	\$	44.52
181	74665	PEREZ DIAZ, JOE	CUSTOMER REFUND	\$	43.51
182	74666	PEREZ, MARLENE	CUSTOMER REFUND	\$	47.80
183	74667	PREMIER REALTY AND CONSULTING	CUSTOMER REFUND	\$	19.87
184	74668	PROFESSIONAL ELECTRICAL	CUSTOMER REFUND	\$	148.67
185	74669	SALSEDO, CORAL Z.	CUSTOMER REFUND	\$	46.14
186	74670	SANTANA, ERNESTO	CUSTOMER REFUND	\$	2.01
187	74671	SERNA, ROSA	CUSTOMER REFUND	\$	16.32
188	74672	TOWELL, CLAUDIA	CUSTOMER REFUND	\$	10.83
189	74673	TUTOR, STEVEN	CUSTOMER REFUND	\$	39.92
190	74674	VARGAS, GERARDO & GRACIELA	CUSTOMER REFUND	\$	64.91
191	74675	VAZQUEZ, ANTONIO/CARMEN	CUSTOMER REFUND	\$	1.21
192	74676	WILLIAMS, SHALAWA	CUSTOMER REFUND	\$	195.68
193	74677	YU, XIAOLIN	CUSTOMER REFUND	\$	13.66
194	74678	ZELAYANDIA, JONATHAN	CUSTOMER REFUND	\$	26.44
195	74679	AIR & HOSE SOURCE INC	REPAIRS/MAINTENANCE	\$	278.00
196	74680	AQUA-METRIC SALES CO	METERS & AMR'S	\$	24,618.72
197	74681	ASBCSD	SPECIAL DISTRICT MEETING	\$	525.00
198	74682	AT&T	WTP TELEMETRY LINE	\$	2,286.49
199	74683	AT&T	INTERNET	\$	144.25
200	74684	AT&T MOBILITY	CELL PHONES	\$	23.44

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201	74685	CAL-OSHA REPORTER	MEMBERSHIP DUES	\$	427.00
202	74686	CALIFORNIA CHAMBER OF COMMERCE	HR SUPPLIES	\$	310.60
203	74687	CITY OF FONTANA	PERMIT FEES	\$	186.00
204	74688	CITY OF SAN BERNARDINO	WATER/SEWER	\$	36.30
205	74689	CLIFTON LARSON ALLEN	CONSULTANTS	\$	7,500.00
206	74690	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	229.36
207	74691	DIANA GIORDANO	2019 CALENDARS	\$	2,850.00
208	74692	EAST VALLEY WATER DISTRICT	MEMBERSHIP DUES	\$	400.00
209	74693	ENTERPRISE FLEET MANAGEMENT IN	LEASED/MAINTENANCE VEHICLES	\$	8,573.56
210	74694	GARDA CL WEST INC	ARMORED TRANSPORTATION	\$	534.27
211	74695	HASA INC.	CHEMICALS	\$	3,037.48
212	74696	HOME DEPOT	REPAIRS/MAINTENANCE	\$	351.30
213	74697	INLAND DESERT SECURITY	ANSWERING SERVICE	\$	512.00
214	74698	INLAND WATER WORKS SUPPLY CO	REPAIRS/MAINTENANCE	\$	412.83
215	74699	LEGAL SHIELD	EMPLOYEES PAYMENTS	\$	688.65
216	74700	MATTHEW LEWIS	ENGINEERING SERVICES	\$	356.17
217	74701	MICHAEL BAKER INTERNATIONAL	ENGINEERING SERVICES	\$	4,697.43
218	74702	MV CHENG & ASSOCIATES INC	CONSULTANTS	\$	382.50
219	74703	NEOPOST USA INC	OFFICE SUPPLIES	\$	59.25
220	74704	NETWORK	VEHICLES REPAIR/MAINTENANCE	\$	1,905.74
221	74705	PATRICIA ROMERO	EXPENSE REIMBURSEMENT	\$	59.57
222	74706	RUHNAU CLARKE ARCHITECTS	ENGINEERING SERVICES	\$	1,125.00
223	74707	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	16.00
224	74708	SB COUNTY FLOOD CONTROL DISTRICT	ANNUAL REPORT AGREEMENT	\$	12,960.80
225	74709	SOUTHWEST VALVE & EQUIPMENT	FBR SUPPLIES	\$	4,072.25
226	74710	THE GAS COMPANY	OFFICE GAS	\$	204.74
227	74711	TIME WARNER CABLE	CABLE/INTERNET	\$	109.73
228	74712	WATER WISE PRO TRAINING	TRAINING-BERTOLA	\$	225.00
229	74713	BADGER DAYLIGHTING	CUSTOMER REFUND	\$	1,058.24
230	74714	FELIX, GRICELDA	CUSTOMER REFUND	\$	57.02
231	74715	FONSECA, SONIA	CUSTOMER REFUND	\$	31.29
232	74716	GASPAR,GERMAN PEDRO	CUSTOMER REFUND	\$	9.66
233	74717	HORIZON UNDERGROUND INC	CUSTOMER REFUND	\$	1,647.18
234	74718	HOT LINE CONSTRUCTION	CUSTOMER REFUND	\$	1,966.01
235	74719	MARCOTTE, GERALD	CUSTOMER REFUND	\$	600.00
236	74720	NEW YORK REALTY GROUP LLC	CUSTOMER REFUND	\$	79.45
237	74721	SALGADO, JOSE	CUSTOMER REFUND	\$	49.89
238	74722	SANCHES VENEGAS, ALFONSO	CUSTOMER REFUND	\$	32.76
239	74723	SHABANA, ALI	CUSTOMER REFUND	\$	51.08
240	74724	SOSA, ODALI	CUSTOMER REFUND	\$	53.02
241	74725	TUNG LAI, TINA	CUSTOMER REFUND	\$	57.41
242	74726	UNGER, JACOB	CUSTOMER REFUND	\$	67.23
243	74727	VAZQUEZ, ADRIAN/P.MINERVA	CUSTOMER REFUND	\$	341.53
244	74728	ZAMUDIO,MARLY YANETH	CUSTOMER REFUND	\$	4.10
245	74729	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	5,982.07
246	74730	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	3,770.15
247	74731	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	6,928.39
248	74732	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	2,031.10
249	74733	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	2,161.70
250	74734	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	554.90
251	74735	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	6,957.69
252	74736	BANK OF AMERICA	GOODS/SERVICES PURCHASED ON CREDIT CARD	\$	3,259.32
253	74737	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	35.64
254	74738	AT&T	CIRCUIT LINES	\$	4,436.00
255	74739	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	586.63
256	74740	CED CREDIT OFFICE	REPAIRS & MAINTENANCE	\$	125.06
257	74741	CHEM-PAK	REPAIRS/MAINTENANCE	\$	108.27
258	74742	CONVERGEONE, INC	PROGRAMMER FEES	\$	3,367.50
259	74743	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	122.65
260	74744	DELL MARKETING LP	COMPUTER SUPPLIES	\$	41,876.88
261	74745	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	581.53
262	74746	DIONA CROWDUS	TURF REPLACEMENT REBATE	\$	575.52
263	74747	FLEET SERVICES INC - SAN BERNARDINO	VEHICLES REPAIR/MAINTENANCE	\$	36.35
264	74748	FONTANA HERALD NEWS	2019 CALENDARS	\$	690.00
265	74749	GRAINGER INC	REPAIRS/MAINTENANCE	\$	1,762.59
266	74750	GRAYBAR ELECTRIC COMPANY INC	REPAIRS/MAINTENANCE	\$	312.92
267	74751	HACH COMPANY	REPAIRS/MAINTENANCE	\$	209.48

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
JANUARY 2019

268	74752	HASA INC.	CHEMICALS	\$	3,037.48
269	74753	INDUSTRIAL RUBBER & SUPPLY LLC	REPAIRS/MAINTENANCE	\$	72.41
270	74754	INLAND WATER WORKS SUPPLY CO	REPAIRS/MAINTENANCE	\$	1,446.63
271	74755	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	\$	1,002.73
272	74756	MCMaster-CARR	REPAIRS/MAINTENANCE	\$	1,710.83
273	74757	MV CHENG & ASSOCIATES INC	CONSULTANTS	\$	10,000.00
274	74758	NEOPOST USA INC	OFFICE SUPPLIES	\$	43.32
275	74759	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	110.37
276	74760	PATTON SALES CORP	VEHICLE MAINTENANCE	\$	258.36
277	74761	PG MECHANICAL	EQUIPMENT MAINTENANCE	\$	372.50
278	74762	PR PRINTING	OFFICE SUPPLIES	\$	443.39
279	74763	PSA PRINT GROUP	PRINTING	\$	3,944.47
280	74764	QUINN COMPANY	GENERATOR MAINTENANCE	\$	2,907.85
281	74765	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	300.00
282	74766	RIALTO WATER SERVICES	WATER/SEWER	\$	73.89
283	74767	ROB KATHERMAN CONSULTING	CONSULTING SERVICES	\$	17,926.50
284	74768	ROGERS-ANDERSON-MALODY-SCOTT	AUDIT SERVICES	\$	6,900.00
285	74769	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	16.00
286	74770	SO CAL LOCKSMITH / MARY K DUNS	REPAIRS/MAINTENANCE	\$	93.99
287	74771	SO CALIFORNIA EDISON	BLF ELECTRIC	\$	200.52
288	74772	STATE WATER RESOURCES CONTROL	CABLE/INTERNET	\$	48,152.65
289	74773	TIME WARNER CABLE	CABLE/INTERNET	\$	109.73
290	74774	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	946.65

EFT PAYMENTS

291	3390	ARROWHEAD UNITED WAY	EMPLOYEES PAYMENTS	\$	18.00
292	3391	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	421.59
293	3392	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	58.74
294	3393	UNLIMITED PAINTING SERVICE	CONTRACTOR LABOR	\$	21,440.00
295	3394	YOUNG, CLIFFORD	CALPERS LONG TERM CARE	\$	527.91
296	3395	AMP UNITED, LLC	CONTRACTOR LABOR	\$	2,218.25
297	3396	CLINICAL LAB OF SAN BERNARDINO	LAB FEES	\$	7,882.25
298	3397	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE RESTROOM RENTAL	\$	100.90
299	3398	ERS INDUSTRIAL SERVICES INC.	REPAIRS/MAINTENANCE	\$	7,657.48
300	3399	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	938.45
301	3400	GENERAL PUMP COMPANY INC	REPAIRS/MAINTENANCE	\$	1,981.61
302	3401	OFFICE SOLUTIONS	OFFICE SUPPLIES	\$	848.81
303	3402	PANTALEON, SOCORRO	EXPENSE REIMBURSEMENT	\$	32.67
304	3403	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	450.00
305	3404	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	\$	185.00
306	3405	US HEALTHWORKS MEDICAL GROUP	HR SERVICES	\$	1,263.00
307	3406	ARAIZA, ANTHONY W	MEDICARE PART B REIMBURSEMENT	\$	1,044.90
308	3407	ARAIZA, DIANA	MEDICARE PART B REIMBURSEMENT	\$	1,044.90
309	3408	ASHWORTH, JOHN C	MEDICARE PART B REIMBURSEMENT	\$	442.20
310	3409	ASHWORTH, MARIADA L	MEDICARE PART B REIMBURSEMENT	\$	402.00
311	3410	ENGINEERING RESOURCES INC	ENGINEERING SERVICES	\$	130.00
312	3411	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	458.33
313	3412	GARDEN INTERIORS	GARDEN MAINTENANCE	\$	424.00
314	3413	GENERAL PUMP COMPANY INC	WEL 54 REHABILITATION	\$	177,452.15
315	3414	GETZ, BETTY	MEDICARE PART B REIMBURSEMENT	\$	402.00
316	3415	HALL, BARBARA A.	MEDICARE PART B REIMBURSEMENT	\$	402.00
317	3416	PRUITT, BARBARA J	MEDICARE PART B REIMBURSEMENT	\$	402.00
318	3417	SALLENDER, PAULETTE	MEDICARE PART B REIMBURSEMENT	\$	402.00
319	3418	SAMBA HOLDINGS INC	HR SERVICES	\$	74.00
320	3419	SANDER, THOMAS O	MEDICARE PART B REIMBURSEMENT	\$	402.00
321	3420	SB VALLEY MUNICIPAL	BASELINE FEEDER/ELECTRIC/STATE PROJ WATER	\$	697,168.97
322	3421	SPIK, LINDA M	MEDICARE PART B REIMBURSEMENT	\$	402.00
323	3422	SUEZ WTS ANALYTICAL INSTRUMENT	REPAIRS/MAINTENANCE	\$	3,601.08
324	3423	UNDERGROUND SERVICE ALERT	USA FEES	\$	419.20
325	3424	UNIFIRST CORPORATION	JANITORIAL SERVICES/SUPPLIES	\$	2,477.79
326	3425	WESTBROOK, LAURA	MEDICARE PART B REIMBURSEMENT	\$	803.70
327	3426	BECERRA, JESSE	EAL REIMBURSEMENT	\$	39.50
328	3427	CURTIS, DEVI A	MEDICARE PART B REIMBURSEMENT	\$	562.50
329	3428	CURTIS, MITCHELL A	MEDICARE PART B REIMBURSEMENT	\$	562.50
330	3429	INFOSEND INC	BILLS PRINTING & POSTAGE	\$	11,593.27

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2019

331	3430	LOPEZ, ANTHONY P	SAFETY BOOTS REIMBURSEMENT	\$	177.78
332	3431	OLGUIN, RUDY	EAL REIMBURSEMENT	\$	280.02
333	3432	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	450.00
334	3433	SB VALLEY MUNICIPAL	STATE PROJECT WATER	\$	143,264.00
335	3434	SIKORSKI, KENNETH	MEDICARE PART B REIMBURSEMENT	\$	402.00
336	3435	THE SOCO GROUP INC	DIESEL FUEL	\$	11,503.46
337	3436	THERMO ELECTRON NORTH AMERICA	FBR SUPPORT	\$	4,500.00
338	3437	ADVANTAGE BUSINESS FORMS INC	PRINTING	\$	67.34
339	3438	ALL PRO ENTERPRISES INC.	JANITORIAL SERVICES/SUPPLIES	\$	2,937.42
340	3439	BRENNTAG PACIFIC INC	CHEMICALS	\$	15,512.86
341	3440	CALIFORNIA LANDSCAPE & DESIGN	LANDSCAPE MAINTENANCE	\$	5,919.00
342	3441	DC FROST ASSOCIATES INC	CONSULTANTS	\$	4,868.50
343	3442	DIAMOND ENVIRONMENTAL SERVICES	PORTABLE RESTROOM RENTAL	\$	100.90
344	3443	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	814.82
345	3444	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	855.41
346	3445	MIKE ROQUET CONSTRUCTION, INC.	STREET PATCHING	\$	22,918.00
347	3446	NEO GOV	CONTRACTS/LICENSING	\$	5,787.65
348	3447	PANTALEON, SOCORRO	OUTREACH PROGRAM	\$	21.55
349	3448	SB VALLEY MUNICIPAL	BASELINE FEEDER	\$	118,888.93
350	3449	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	\$	185.00
351	3450	THE SOCO GROUP INC	VEHICLE MAINTENANCE	\$	10,109.90
352	3451	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$	7,428.68
353	3452	US HEALTHWORKS MEDICAL GROUP	HR SERVICES	\$	440.00
354	3453	WESTRUX INTERNATIONAL INC	WATER TRUCK	\$	102,914.25

CHECKS TOTAL \$ 993,195.25
EFT TOTAL \$ 1,407,485.12
GRAND TOTAL \$ 2,400,680.37



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE JANUARY 2019 PURCHASE ORDER REPORT

BACKGROUND:

The West Valley Water District (“District”) generated sixty-nine (69) Purchase Orders (“PO”) in the month of January 2019 to various vendors that provide supplies and services to the District. There were fifty-four (54) PO’s issued below the General Manager’s approval level, fourteen (14) PO’s issued at the General Manager’s approval level and one (1) PO issued with Board approval. The total amount issued to PO’s for the month of January 2019 was **\$518,184.57**. A table listing all PO’s for January 2019 is shown in **Exhibit A**.

FISCAL IMPACT:

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

STAFF RECOMMENDATION:

Receive and file the January 2019 Purchase Order Report.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM;ar

ATTACHMENT(S):

1. January 2019 Purchase Order Report

Exhibit A

West Valley Water District
Monthly Purchase Order Report
January 2019

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
1	1/2/2019	4178	STERLING WATER TECHNOLOGIES LL	\$ 2,771.40	POLYMER ORDER
2	1/7/2019	4186	THERMO ELECTRON NORTH AMERICA	\$ 5,614.20	COLUMN ORDER
3	1/8/2019	4187	ELITE ROAD SERVICE & TIRE INC	\$ 1,202.19	TIRE REPAIR
4	1/8/2019	4188	BANK OF AMERICA-1405	\$ 699.00	ACWA CONFERENCE SAN DIEGO REG. DIRECTOR DON OLINGER
5	1/8/2019	4189	BANK OF AMERICA-1405	\$ 1,661.03	P3 CONFERENCE HOTEL DR TAYLOR
6	1/8/2019	4190	BANK OF AMERICA-1405	\$ 1,661.03	P3 CONFERENCE HOTEL FOR VP KYLE CROWTHER
7	1/8/2019	4191	BANK OF AMERICA-1405	\$ 1,328.82	P3 CONFERENCE HOTEL LEGAL ROBERT TAFOYA
8	1/8/2019	4192	BANK OF AMERICA-1405	\$ 1,661.03	P3 CONFERENCE HOTEL AGM RICARDO PACHECO
9	1/8/2019	4193	BANK OF AMERICA-1405	\$ 1,115.61	ACWA CONFERENCE SAN DIEGO - HOTEL - DON OLINGER
10	1/8/2019	4194	BANK OF AMERICA-1405	\$ 1,575.00	LCW ANNUAL HR CONFERENCE -TAYLOR/CROWTHER/MARTINEZ
11	1/9/2019	4195	INLAND WATER WORKS SUPPLY CO	\$ 1,888.86	METER BOX LIDS
12	1/9/2019	4197	OLDCASTLE ENCLOSURE SOLUTIONS	\$ 8,368.94	METER LID ORDER
13	1/10/2019	4198	CEMEX INC	\$ 618.99	MULTIPLE PICK UP OF SAND FROM 12/6/18
14	1/10/2019	4199	INLAND WATER WORKS SUPPLY CO	\$ 501.04	REPLACE CLAMP TOOL FOR MAINTENANCE
15	1/10/2019	4200	THERMO ELECTRON NORTH AMERICA	\$ 1,357.60	ICS 2100 EGC CARTRIDGE FOR FBR
16	1/10/2019	4201	BANK OF AMERICA-8005	\$ 1,232.34	INFLATABLE LINE STOP FOR PRODUCTION
17	1/10/2019	4202	US BANK	\$ 2,000.00	ADMIN FEES FOR BOND ACCOUNT
18	1/11/2019	4203	QUINN COMPANY	\$ 2,089.29	HEAVY EQUIPMENT REPAIR
19	1/11/2019	4204	QUINN COMPANY	\$ 629.92	HEAVY EQUIPMENT MAINTENANCE
20	1/14/2019	4206	CONVERGEONE, INC	\$ 3,367.50	VM SOFTWARE,DIRECT DIAL SET UP
21	1/14/2019	4207	THERMO ELECTRON NORTH AMERICA	\$ 3,294.00	FILTERS IC PURE FOR FBR
22	1/14/2019	4209	GRAINGER INC	\$ 651.49	EMERGENCY ASCO VALVE FOR FBR
23	1/15/2019	4211	AQUA-METRIC SALES CO	\$ 4,173.70	METER REGISTER ORDER
24	1/15/2019	4212	YO FIRE	\$ 9,976.37	STOCK ORDER
25	1/16/2019	4213	HARRINGTON INDUSTRIAL PLASTICS	\$ 694.62	PIPE AND PARTS FOR FBR
26	1/16/2019	4214	YARDLEY-ORGILL CO. YO FIRE SUP	\$ 5,010.38	HYDRAULIC PIPE CUTTER FOR MAINTENANCE
27	1/17/2019	4216	USA BLUEBOOK	\$ 576.41	TOOLS FOR METER DEPT
28	1/17/2019	4217	YARDLEY-ORGILL CO. YO FIRE SUP	\$ 7,960.83	TOOLS FOR MAINTENANCE DEPT
29	1/17/2019	4219	ELCO CONTRACTORS INC	\$ 8,950.00	FIRE HYDRANT RELOCATION AT LINDEN & GROVE, BLOOMINGTON
30	1/17/2019	4220	BAVCO	\$ 951.44	VALVE TEST KIT FOR WATER QUALITY
31	1/22/2019	4221	GOLD COAST ENVIRONMENTAL	\$ 1,500.00	METER CALIBRATION
32	1/24/2019	4223	WRM INC	\$ 1,160.34	REPAIR OF CRANE ON TRUCK #212 FOR MAINTENANCE
33	1/24/2019	4224	THERMO ELECTRON NORTH AMERICA	\$ 920.00	PM CONTRACT FORDIONEX IC PURE WATER SYSTEM
34	1/24/2019	4225	BANK OF AMERICA-8005	\$ 1,002.50	LODGING FOR CAPPO CONFERENCE FOR PURCH SUPERVISOR
35	1/24/2019	4227	MINUTEMAN PRESS OF RANCHO CUCA	\$ 4,727.53	2019 WATER CONSERVATION CALENDARS
36	1/24/2019	4230	GOLD COAST ENVIRONMENTAL	\$ 670.00	METER CALIBRATION
37	1/24/2019	4231	QUINN COMPANY	\$ 1,500.00	SERVICE REPAIR OF GENERATOR AT HEADQUARTERS
38	1/24/2019	4233	INFOSEND INC	\$ 1,050.00	ADD PAY NEAR ME LOGIC & COUPONS TO STATEMENTS
39	1/25/2019	4234	FONTANA HERALD NEWS	\$ 690.00	2019 CALENDARS 1025 FHN SPECIAL EDITION
40	1/29/2019	4235	SB & RIVERSIDE COUNTIES FIRE E	\$ 1,224.35	FIRE EXTINGUISHERS SERVICE
41	1/29/2019	4237	PG MECHANICAL	\$ 785.00	MAINTENANCE SERVICE CAT BACKHOE FOR MAINTENANCE
42	1/29/2019	4238	HERCULES INDUSTRIES	\$ 894.11	PADLOCK TO SECURE WATER QUALITY EQUIPMENT AND FACILITY
43	1/29/2019	4239	D & H WATER SYSTEMS, INC.	\$ 487.55	CHEMICAL TUBES FOR FBR
44	1/29/2019	4240	ENVIROGEN TECHNOLOGIES INC	\$ 6,357.25	MIST AND GREASE ELIMINATOR 400 CFM FOR FBR
45	1/29/2019	4241	ENVIROGEN TECHNOLOGIES INC	\$ 2,218.75	TASTE AND ODOR RESEARCH FOR FBR
46	1/29/2019	4242	THERMO ELECTRON NORTH AMERICA	\$ 4,623.00	PERCHLORATE ANALYZER
47	1/30/2019	4243	GENERAL PUMP COMPANY INC	\$ 1,120.00	PUMP INSPECTION
48	1/30/2019	4244	ROGERS-ANDERSON-MALODY-SCOTT	\$ 6,900.00	ANNUAL AUDIT FEE AND STATE CONTROLLER REPORT
49	1/31/2019	4245	ENGINEER SUPPLY	\$ 2,585.97	METAL LOCATOR TO LOCATE BURIED VALVE CAPS MAINTENANCE
50	1/31/2019	4246	INLAND EMPIRE RESOURCE CONS DI	\$ 1,200.00	WATER CONSERVATION PROGRAMS - PRESTON ELEMENTARY
51	1/31/2019	4247	COMPUTERIZED EMBROIDERY COMPANY	\$ 990.63	DISTRICT SHIRTS FOR ALL THE OFFICE EMPLOYEES
52	1/31/2019	4248	COMPUTERIZED EMBROIDERY COMPANY	\$ 3,947.68	DISTRICT JACKETS FOR ALL THE OFFICE EMPLOYEES
53	1/31/2019	4249	BANK OF AMERICA-8005	\$ 2,510.00	TRAINING/PAYROLL CONF/CERT ACCTG SPECIALIST
54	1/31/2019	4250	BANK OF AMERICA-8005	\$ 2,153.92	TOOL KIT FOR FBR
			Total PO's up to \$10K	\$ 134,801.61	
55	1/2/2019	4179	AQUA-METRIC SALES CO	\$ 24,618.72	METER ORDER
56	1/3/2019	4180	BRENNTAG PACIFIC INC	\$ 15,518.58	ACETIC ACID ORDER
57	1/3/2019	4181	HASA INC.	\$ 25,000.00	SODIUM HYPOCHLORITE B/O
58	1/7/2019	4182	TANGENTIA AMERICA LLC	\$ 25,000.00	PURCHASE AGREEMENT FOR MAXIMO SOFTWARE
59	1/7/2019	4183	AEROTEK INC	\$ 25,000.00	SERVICE AGREEMENT FOR TEMP LABOR
60	1/7/2019	4184	RAINTEK ENTERPRISES INC	\$ 25,000.00	PROFESSIONAL SERVICES

West Valley Water District
 Monthly Purchase Order Report
 January 2019

	DATE	PO#	VENDOR NAME	AMOUNT	DESCRIPTION
61	1/7/2019	4185	SPPVL VISION, LLC	\$ 25,000.00	PROFESSIONAL SERVICES
62	1/9/2019	4196	THE SOCO GROUP	\$ 10,916.17	DIESEL ORDER
63	1/11/2019	4205	THE SOCO GROUP	\$ 10,196.19	GASOLINE PURCHASE
64	1/14/2019	4208	E & M ELECTRIC AND MACHINERY I	\$ 18,131.00	STANDARD SUPPORT TO SCADA SYSTEM
65	1/16/2019	4215	AQUA-METRIC SALES CO	\$ 24,842.30	METER ORDER
66	1/24/2019	4228	MERLIN JOHNSON CONST INC.	\$ 15,160.00	ROOF DRAIN RESERVOIR R3A-1 REPAIRS
67	1/24/2019	4229	MERLIN JOHNSON CONST INC.	\$ 17,500.00	WATER SERVICE 3121 RIVERSIDE AVE, RIALTO
68	1/24/2019	4232	ROB KATHERMAN CONSULTING	\$ 21,500.00	PROFESSIONAL SERVICES
			Total PO's GM Approval	\$ 283,382.96	
69	1/22/2019	4222	HARDY & HARPER	\$ 100,000.00	ON CALL PERMANENT TRENCH PAVING (BA: 9/20/18)
			Total PO's Board Approval	\$ 100,000.00	
69 PO's			GRAND TOTAL	\$ 518,184.57	



BOARD OF DIRECTORS
STAFF REPORT

DATE: March 7, 2019
 TO: Board of Directors
 FROM: Clarence Mansell, Jr., General Manager
 SUBJECT: AMEND AND UPDATE WEST VALLEY WATER DISTRICT
 COMMITTEES LIST

Executive

Dr. Michael Taylor, President
 Kyle Crowther, Vice President

Engineering, **Operations** and Planning

Kyle Crowther, Vice President
 Don Olinger, Director

Human Resources

Kyle Crowther, Vice President
 Dr. Michael Taylor, President

Safety and Technology

Dr. Michael Taylor, President
 Kyle Crowther, Vice President

Finance

Dr. Michael Taylor, President
 Don Olinger, Director

External Affairs

Dr. Michael Taylor, President
 Kyle Crowther, Vice President

Bloomington MAC

Kyle Crowther, Vice President
 Greg Young, Director

San Bernardino Valley Water District

Don Olinger, Director

San Bernardino Valley Water District
 Advisory Commission on Water Policy
 TBD

Association of California Water Agencies (ACWA)

Dr. Michael Taylor, President
 Kyle Crowther, Vice President
 Dr. Clifford O. Young, Sr., Director
 Greg Young, Director
 Don Olinger, Director

Association of California Water Agencies (ACWA)/

Joint Powers Insurance Authority (JPIA)
 Dr. Michael Taylor, President
 Clarence Mansell, Jr., Interim General Manager

Western Coalition of Arid States (WESTCAS)

Greg Young, Director
 Don Olinger, Director

*The first name listed for the Committees denotes the Chair of the Committee.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CALPERS REVIEW OF MEMBER PAYRATES

BACKGROUND:

The Office of Audit Services (OFAS) performed an audit review of the West Valley Water District (“District”) member pay rates reported to CalPERS. The review period was from July 1, 2012 through June 30, 2017. The objective of the review was to determine whether increases to member payrates were granted to members and reported to CalPERS in compliance with the Public Employees’ Retirement Law (PERL). 64 agencies were selected in this audit.

The review was performed on February 8 and 9, 2018. The West Valley Water District’s (“District”) accounting and human resources department participated in providing the requested samples of records for review to include the following:

- All pay schedules in effect during the July 1, 2012 – June 30, 2017 period.
- Written labor policies such as Memoranda of Understanding (MOU’s), employment contracts, rules and regulations, salary and wage agreements, covering the review period.
- Pay Schedules and written labor policies approval and adoption by the governing body in accordance with requirements of applicable public meeting laws.
- Personnel files, payroll journals and any other personnel or payroll records used in the reporting of payrates.

A draft report was presented to the District of the OFAS review and findings. The District provided a written corrective action based on the draft report (**Exhibit A**). The OFAS has issued a final report that summarizes the results of the 64 agencies reviewed to determine whether reported increases to payrates were in compliance with the PERL. Attached as **Exhibit B** is the final report specifically for the District.

DISCUSSION:

The results from the OFAS audit for period July 1, 2012 to June 30, 2017 indicated the following:

1. The agency did not maintain pay schedules in compliance with the Government Code and the California Code of Regulations specifically for board members as defined in Government Code sections 20636, 7522.34(a) and CCR section 570.5.

2. The agency paid a meeting stipend to board members pursuant to an approved ordinance for regular meetings, special and emergency meetings and outside meetings; however, the stipends were reported as payrate each month. One retired board member was found to have the payrate incorrectly reported which resulted in a miscalculation of retirement benefits.

Discussions have occurred with CalPERS Audit Compliance and Resolution Division to correct the noted items. The following actions are necessary to meet a full resolution:

- a. The District's pay schedules requires a modification to include a section for Board meetings compensation retroactive from the review period of July 1, 2012 to June 30, 2017. The amended pay schedules for this period are attached as **Exhibit C**. This will require board approval reflecting in the board meeting minutes on the February 21, 2019 board meeting.
- b. The Accounting/Payroll department will contact CalPERS Audit Compliance and Resolution Division to properly make the adjustment to the affected Board member's retirement account and notify the affected Board member of the adjustment.

FISCAL IMPACT:

The District would receive a credit to the Employer Paid Member Contribution (EPMC) in the amount of \$2,189.10.

STAFF RECOMMENDATION:

Recommending approval from the full board to modify the pay schedules retroactively for period July 1, 2012 to June 30, 2017 to include a description of Board member compensation with the appropriate pay rate and maximum allowable number of meetings per month.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DM:CE

ATTACHMENT(S):

1. Exhibit A - Corrective Action
2. EXHIBIT B - OFAS Final Report
3. Exhibit C- Pay Schedules 2012-17

EXHIBIT A

BOARD OF DIRECTORS

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

Clarence C. Mansell, Jr.
Interim General Manager
Greg Gage
Assistant General Manager
Ricardo Pacheco
Assistant General Manager
Deborah L. Martinez
Human Resources and Risk Manager
Naisha Davis
Chief Financial Officer

August 1, 2018

Beliz Chappuie, CPA, MBA, CISA
Chief, Office of Audit Services
California public Employees' Retirement System
Office of Audit Services
P.O. Box 942701
Sacramento, CA 94229-2701

Dear Ms. Chappuie:

This letter serves as a response to the draft report of the review that was conducted from the Office of Audit Services on February 8 and 9, 2018. The review period included sampled schedules, personnel files, payroll journals, and payroll records. The sample selection included one (1) participant who was an active Board member from June 2014 through May, 2016. The following is a corrective action response to the **Results and Observations** in the draft report:

	AREA	EXCEPTION	OBSERVATION	CORRECTIVE ACTION	RESPONSIBLE PARTY
1	Pay Schedule	Position Titles	The Agency did not maintain pay schedules in compliance with the Government Code and the CCR. Specifically, the Agency's pay schedule did not include a pay rate for board members as defined in Government Code sections 20636, 7522.34 (a) and CCR section 570.5.	West Valley Water District ("District") publicizes the Pay Rate schedules for all employees on the District's website. The compensation for board members have been added to the Salary Schedule for employees listed Board of Directors. However, at the time of the site review, Board compensation was posted under "Ordinance 84" on the District's website.	Human Resources has ensured that the pay rates be reflective on the District's website.

	AREA	EXCEPTION	OBSERVATION	CORRECTIVE ACTION	RESPONSIBLE PARTY
				In order to comply with Government Code sections 20636, 7522.34 (a) and CCR section 570.5, the District has ensured that the pay rates for all District board members be posted included in the regular pay schedules for employees in addition to Ordinance 84 that is displayed on the District's website.	

Other Matters:

	AREA	FINDING	CORRECTIVE ACTION	RESPONSIBLE PARTY
1	Pay Rates	The agency paid a meeting stipend to board members pursuant to an approved ordinance for regular meetings, special and emergency meetings and outside meetings; however, the stipends were reported as payrate each month	Since July 2016, Board members of West Valley Water District ("District") do not qualify as "Optional" members of CalPERS, therefore, no longer report pay rates based on fluctuating monthly stipends/fees.	Accounting Department

If you have any questions to the corrective action, please do not hesitate to contact me at 909-875-1804 ext. 712.

Respectfully,



Deborah Martinez
Human Resources/Risk Manager

EXHIBIT B

WEST VALLEY WATER DISTRICT

Objective and Scope			
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CalPERS ID	Job Number	Contract Date	Classification
2468871866	3P17-049	May 5, 1974	Miscellaneous

The objective of our review was to determine whether increases to member payrates were granted to members and reported to CalPERS in compliance with the Public Employees' Retirement Law (PERL). Reporting active member payrates correctly is a necessary precursor to correctly calculating member benefits at retirement. Specifically, incorrect reporting could cause the following: miscalculation of a member's service credit, miscalculation of a member's retirement allowance, delays in processing a member's retirement benefits, inaccurate retirement estimates, incorrect payment of benefits, and hardship to retired members due to a reduction in benefits.

Payrates must be reported to CalPERS in accordance with Government Code sections 20636, 20636.1, 7522.34(a) and corresponding sections of the California Code of Regulations (CCR) section 570.5. Specifically, payrate is deemed as the normal monthly rate of pay or base pay of the member paid pursuant to a publicly available pay schedule for services rendered on a full-time basis during normal working hours. The publicly available pay schedules must meet criteria listed in CCR section 570.5. Payrates cannot include additional compensation such as special compensation, must be correctly calculated, must be accurately reported for the period earned, and cannot be granted or awarded to a member in connection with or anticipation of separation from employment.

The review was limited to the examination of a sample of active and/or retired employee records for the period July 1, 2012 to June 30, 2017. Unless otherwise specified, the Office of Audit Services (OFAS) did not review the Agency's compliance with the PERL with regard to any areas outside the scope described herein, including, but not limited to, reported earnings, special compensation, payroll information, member contributions, membership enrollment, or employment after retirement.

Results in Brief			
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	Area	Exception	Observation
1	Pay Schedule	Position Titles	The Agency did not maintain pay schedules in compliance with the Government Code and the CCR. Specifically, the Agency's pay schedule did not include a payrate for board members as required by CCR section 570.5.

WEST VALLEY WATER DISTRICT

Criteria

Under Government Code sections 20636, 20636.1 and 7522.34(a), payrate is deemed as the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal work hours, pursuant to a publicly available pay schedule.

Per CCR Section 570.5, a pay schedule, among other things, must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identify the position title for every employee position;
- Show the payrate as a single amount or multiple amounts within a range for each identified position;
- Indicate the time base such as hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicate an effective date and date of any revisions;
- Be retained by the employer and available for public inspection for not less than five years; and
- Not reference another document in lieu of disclosing the payrate.

Recommendation

The Agency should ensure reported payrates are granted and reported to CalPERS in compliance with the PERL. The Agency should work with the CalPERS Employer Account Management Division (EAMD) to identify and make adjustments, if necessary, to any impacted active and retired member accounts pursuant to Government Code Section 20160.

Government Codes: § 20120, § 20121, § 20122, § 20160.

Other Matters

1	Payrates	The Agency paid a meeting stipend to board members pursuant to an approved ordinance for regular meetings, special and emergency meetings and outside meetings; however, the stipends were reported as payrate each month.
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WEST VALLEY WATER DISTRICT

Conclusion

OFAS limited this review to the areas specified in the objective and scope section of this report. Sample testing procedures provide reasonable, but not absolute, assurance that the Agency complied with the specific provisions of the PERL and CalPERS contract that were subject to this review. The results outlined in this report are based on information made available or otherwise obtained at the time this report was prepared. This report does not constitute a final determination with regard to the results noted within the report. The appropriate CalPERS divisions will notify the Agency of the final determinations and provide appeal rights, if applicable, at that time.

Summarized Response

The Agency did not indicate agreement or disagreement with the Observation noted in the report; however, they provided additional information. OFAS reviewed the information and concluded that the Observation will remain as stated.

EXHIBIT C

**WEST VALLEY WATER DISTRICT
ANNUAL SALARY RATES - EFFECTIVE 06/25/2011 thru 6/21/2013**

HTE ONLY →	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
		STEP AA	STEP BB	STEP A	STEP B	STEP C	STEP D	STEP E
CLERICAL ASSIST/1,000 HR/ENG	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
CLERICAL ASSISTANT/1,000 HOUR	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
CUSTOMER SERVICE REP I	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
FIELD ASSISTANT/1,000 HOUR	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
MAINTENANCE WORKER I	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
RECEPTIONIST/SECRETARY I	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
STUDENT INTERN	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
TELEPHONE OPR/RECEPTIONIST	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
WATER SERVICE OPERATOR TRAINEE	22	32,694	34,332	36,043	37,839	39,744	41,732	43,809
BILLING CLERK I	24			37,839	39,744	41,732	43,809	46,007
BOOKKEEPER I	24			37,839	39,744	41,732	43,809	46,007
CUSTOMER SERVICE REP II	24			37,839	39,744	41,732	43,809	46,007
EXECUTIVE ASSISTANT	24			37,839	39,744	41,732	43,809	46,007
INFO SUPPORT TECH/SEC	24			37,839	39,744	41,732	43,809	46,007
MAINTENANCE GARDENER	24			37,839	39,744	41,732	43,809	46,007
METER SERVICE OPERATOR I	24			37,839	39,744	41,732	43,809	46,007
PRODUCTION OPERATOR I	24			37,839	39,744	41,732	43,809	46,007
RECEPTIONIST SECRETARY II	24			37,839	39,744	41,732	43,809	46,007
STOCK CONTROLLER	24			37,839	39,744	41,732	43,809	46,007
WATER SYSTEM OPERATOR I	24			37,839	39,744	41,732	43,809	46,007
	26			39,744	41,732	43,809	46,007	48,309
BILLING CLERK II	28			41,732	43,809	46,007	48,309	50,726
BOOKKEEPER II	28			41,732	43,809	46,007	48,309	50,726
CUSTOMER SERVICE REP III	28			41,732	43,809	46,007	48,309	50,726
HR/RISK MGMT ASSISTANT	28			41,732	43,809	46,007	48,309	50,726
METER SERVICE OPERATOR II	28			41,732	43,809	46,007	48,309	50,726
WATER SYSTEM OPERATOR II	28			41,732	43,809	46,007	48,309	50,726
BILLING CLERK III	30			43,809	46,007	48,309	50,726	53,257
BOOKKEEPER III	30			43,809	46,007	48,309	50,726	53,257
PRODUCTION OPERATOR II	30			43,809	46,007	48,309	50,726	53,257
ADMINISTRATIVE STAFF ASST	32			46,007	48,309	50,726	53,257	55,914
ENGINEERING TECHNICIAN I	32			46,007	48,309	50,726	53,257	55,914
EXECUTIVE SECRETARY	32			46,007	48,309	50,726	53,257	55,914
INFO/DATA SUPPORT TECHNICIAN	32			46,007	48,309	50,726	53,257	55,914
SENIOR CUSTOMER SERVICE	32			46,007	48,309	50,726	53,257	55,914
ENG/OPERATIONS COORDINATOR	34			48,309	50,726	53,257	55,914	58,713
EXECUTIVE SECRETARY	34			48,309	50,726	53,257	55,914	58,713
METER SERVICE OPERATOR III	34			48,309	50,726	53,257	55,914	58,713
SENIOR BOOKKEEPER	34			48,309	50,726	53,257	55,914	58,713
WATER SYSTEM OPERATOR III	34			48,309	50,726	53,257	55,914	58,713
CROSS CONN/COML ACCT SRV REP	36			50,726	53,257	55,914	58,713	61,647
PRODUCTION OPERATOR III	36			50,726	53,257	55,914	58,713	61,647
PRODUCTION TECHNICIAN	36			50,726	53,257	55,914	58,713	61,647
ENGINEERING TECHNICIAN II	38			53,257	55,914	58,713	61,647	64,725
INFO TECH SUPPORT SPECIALIST	40			55,914	58,713	61,647	64,725	67,969
ADMINISTRATIVE SECRETARY	42			57,845	60,736	63,769	66,964	70,308
CUSTOMER SVC SUPERVISOR	44			60,736	63,769	66,964	70,308	73,821
WATER QUALITY CONTROL	44			60,736	63,769	66,964	70,308	73,821
WATER TREATMENT OPERATOR	44			60,736	63,769	66,964	70,308	73,821
BILLING SUPERVISOR	45			62,254	65,362	68,638	72,064	75,666
CHIEF ACCOUNTANT	46			63,769	66,964	70,308	73,821	77,526
MAINTENANCE SUPERVISOR	48			66,964	70,308	73,821	77,526	81,386
METER SUPERVISOR	48			66,964	70,308	73,821	77,526	81,386
	50			70,308	73,821	77,526	81,386	85,469
WATER RESOURCE ANALYST	52			73,821	77,526	81,386	85,469	89,735
ENGINEERING/CONST SUPERVISOR	54			77,526	81,386	85,469	89,735	94,222
INFO TECHNICIAN ADMINISTRATOR	54			77,526	81,386	85,469	89,735	94,222
	56			81,386	85,469	89,735	94,222	98,935
	58			85,469	89,735	94,222	98,935	103,881
HUMAN RESOURCES/RISK MANAGER	60			89,735	94,222	98,935	103,881	109,075
	62			94,222	98,935	103,881	109,075	114,531
CHIEF ENGINEER	64			98,935	103,881	109,075	114,531	120,257
SUPERINTENDENT/CHIEF PLANT OPR	64			98,935	103,881	109,075	114,531	120,257
TREASURER/OFFICE MANAGER	66			103,881	109,075	114,531	120,257	126,271
	68			109,075	114,531	120,257	126,271	132,583
	70			114,531	120,257	126,271	132,583	139,212
	72			120,257	126,271	132,583	139,212	146,174
ASSISTANT GENERAL MANAGER	74			126,271	132,583	139,212	146,174	153,483
	76			132,583	139,212	146,174	153,483	161,158
	78			139,212	146,174	153,483	161,158	169,216
GENERAL MANAGER	80			146,174	153,483	161,158	169,216	177,678

BOARD OF DIRECTORS	Pay Rate \$115.50	Not to exceed 10 meetings in a month.
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WEST VALLEY WATER DISTRICT HOURLY SALARY RATES - EFFECTIVE 6/21/2013

Cost of Living Adjustment - 2.5%	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
		STEP AA	STEP BB	STEP A	STEP B	STEP C	STEP D	STEP E
CLERICAL ASSISTANT/1,000 HOUR	22	33,509	35,194	36,941	38,813	40,747	42,786	44,928
CUSTOMER SERVICE REP I	22	33,509	35,194	36,941	38,813	40,747	42,786	44,928
FIELD ASSISTANT/1,000 HOUR	22	33,509	35,194	36,941	38,813	40,747	42,786	44,928
MAINTENANCE WORKER I	22	33,509	35,194	36,941	38,813	40,747	42,786	44,928
STUDENT INTERN	22	33,509	35,194	36,941	38,813	40,747	42,786	44,928
FIELD OFFICE SPECIALIST I	24	35,194	36,941	38,813	40,747	42,786	44,928	47,154
BILLING SPECIALIST I	24	35,194	36,941	38,813	40,747	42,786	44,928	47,154
CUSTOMER SERVICE REP II	24	35,194	36,941	38,813	40,747	42,786	44,928	47,154
FIELD OFFICE SPECIALIST II	24	35,194	36,941	38,813	40,747	42,786	44,928	47,154
ACCOUNTING SPECIALIST I	26	36,941	38,813	40,747	42,786	44,928	47,154	49,525
LANDSCAPE MAINTENANCE SPECIALIST	26	36,941	38,813	40,747	42,786	44,928	47,154	49,525
METER SERVICE OPERATOR I	26	36,941	38,813	40,747	42,786	44,928	47,154	49,525
WATER MAINTENANCE WORKER I	26	36,941	38,813	40,747	42,786	44,928	47,154	49,525
PRODUCTION OPERATOR I	26	38,813	40,747	42,786	44,928	47,154	49,525	52,000
WAREHOUSE/STOCK CONTROLLER	28	38,813	40,747	42,786	44,928	47,154	49,525	52,000
BILLING SPECIALIST II	28	38,813	40,747	42,786	44,928	47,154	49,525	52,000
CUSTOMER SERVICE REP III	28	38,813	40,747	42,786	44,928	47,154	49,525	52,000
ACCOUNTING SPECIALIST II	30	40,747	42,786	44,928	47,154	49,525	52,000	54,600
METER SERVICE OPERATOR II	30	40,747	42,786	44,928	47,154	49,525	52,000	54,600
WATER MAINTENANCE WORKER II	30	40,747	42,786	44,928	47,154	49,525	52,000	54,600
BILLING SPECIALIST III	30	40,747	42,786	44,928	47,154	49,525	52,000	54,600
ACCOUNTING SPECIALIST III	32	42,786	44,928	47,154	49,525	52,000	54,600	57,325
ENGINEERING TECHNICIAN I	32	42,786	44,928	47,154	49,525	52,000	54,600	57,325
PRODUCTION OPERATOR II	34	44,928	47,154	49,525	52,000	54,600	57,325	60,195
ENG/OPERATIONS COORDINATOR	34	44,928	47,154	49,525	52,000	54,600	57,325	60,195
ADMINISTRATIVE ASSISTANT	34	44,928	47,154	49,525	52,000	54,600	57,325	60,195
METER SERVICE OPERATOR III	36	47,154	49,525	52,000	54,600	57,325	60,195	63,190
WATER MAINTENANCE WORKER III	36	47,154	49,525	52,000	54,600	57,325	60,195	63,190
ENGINEERING TECHNICIAN II	38	49,525	52,000	54,600	57,325	60,195	63,190	66,352
CROSS CONNECT./COMM. ACCT COORD.	40	52,000	54,600	57,325	60,195	63,190	66,352	69,680
PRODUCTION OPERATOR III	40	52,000	54,600	57,325	60,195	63,190	66,352	69,680
INSTRUMENT TECHNICIAN	40	52,000	54,600	57,325	60,195	63,190	66,352	69,680
WATER CONSERVATION COORDINATOR	40	52,000	54,600	57,325	60,195	63,190	66,352	69,680
EXECUTIVE ASSISTANT I	42	54,600	57,325	60,195	63,190	66,352	69,680	73,154
INFO TECH SUPPORT SPECIALIST	44	57,325	60,195	63,190	66,352	69,680	73,154	76,814
WATER QUALITY CONTROL	44	57,325	60,195	63,190	66,352	69,680	73,154	76,814
WATER TREATMENT PLANT SHIFT OPER.	44	57,325	60,195	63,190	66,352	69,680	73,154	76,814
EXECUTIVE ASSISTANT II	44	57,325	60,195	63,190	66,352	69,680	73,154	76,814
CUSTOMER SVC SUPERVISOR	46	60,195	63,190	66,352	69,680	73,154	76,814	80,662
BILLING SUPERVISOR	46	60,195	63,190	66,352	69,680	73,154	76,814	80,662
AUDITOR	46	60,195	63,190	66,352	69,680	73,154	76,814	80,662
ACCOUNTING SUPERVISOR	46	60,195	63,190	66,352	69,680	73,154	76,814	80,662
	48	63,190	66,352	69,680	73,154	76,814	80,662	84,677
MAINTENANCE SUPERVISOR	50	66,352	69,680	73,154	76,814	80,662	84,677	88,920
METER SUPERVISOR	50	66,352	69,680	73,154	76,814	80,662	84,677	88,920
WATER RESOURCE ANALYST	52	69,680	73,154	76,814	80,662	84,677	88,920	93,350
INFO TECHNOLOGY ADMINISTRATOR	54	73,154	76,814	80,662	84,677	88,920	93,350	98,030
	56	76,814	80,662	84,677	88,920	93,350	98,030	102,939
	58	80,662	84,677	88,920	93,350	98,030	102,939	108,098
HUMAN RESOURCES/RISK MANAGER	60	84,677	88,920	93,350	98,030	102,939	108,098	113,485
	62	88,920	93,350	98,030	102,939	108,098	113,485	119,163
DISTRICT ENGINEER	64	93,350	98,030	102,939	108,098	113,485	119,163	125,133
SUPERINTENDENT/CHIEF PLANT OPR	64	93,350	98,030	102,939	108,098	113,485	119,163	125,133
CFO/TREASURER	66	98,030	102,939	108,098	113,485	119,163	125,133	131,373
	68	102,939	108,098	113,485	119,163	125,133	131,373	137,946
	70	108,098	113,485	119,163	125,133	131,373	137,946	144,851
	72	113,485	119,163	125,133	131,373	137,946	144,851	152,069
ASSISTANT GENERAL MANAGER	74	119,163	125,133	131,373	137,946	144,851	152,069	159,682
	76	125,133	131,373	137,946	144,851	152,069	159,682	167,690
	78	131,373	137,946	144,851	152,069	159,682	167,690	176,051
GENERAL MANAGER	80	137,946	144,851	152,069	159,682	167,690	176,051	184,870

BOARD OF DIRECTORS	Pay Rate \$115.50	Not to exceed 10 meetings in a month.
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WEST VALLEY WATER DISTRICT ANNUAL SALARY RATES - EFFECTIVE 7/1/2014

Cost of Living Adjustment - 2.5%								
JOB TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
		STEP AA	STEP BB	STEP A	STEP B	STEP C	STEP D	STEP E
CLERICAL ASSISTANT/1,000 HOUR	22	34,341	36,067	37,856	39,790	41,766	43,846	46,051
CUSTOMER SERVICE REP I	22	34,341	36,067	37,856	39,790	41,766	43,846	46,051
FIELD ASSISTANT/1,000 HOUR	22	34,341	36,067	37,856	39,790	41,766	43,846	46,051
STUDENT INTERN	22	34,341	36,067	37,856	39,790	41,766	43,846	46,051
FIELD OFFICE SPECIALIST I	24	36,067	37,856	39,790	41,766	43,846	46,051	48,339
BILLING SPECIALIST I	24	36,067	37,856	39,790	41,766	43,846	46,051	48,339
CUSTOMER SERVICE REP II	24	36,067	37,856	39,790	41,766	43,846	46,051	48,339
FIELD OPERATIONS SPECIALIST II	24	36,067	37,856	39,790	41,766	43,846	46,051	48,339
ACCOUNTING SPECIALIST I	26	37,856	39,790	41,766	43,846	46,051	48,339	50,773
LANDSCAPE MAINTENANCE SPECIALIST	26	37,856	39,790	41,766	43,846	46,051	48,339	50,773
METER SERVICE OPERATOR I	26	37,856	39,790	41,766	43,846	46,051	48,339	50,773
WATER MAINTENANCE WORKER I	26	37,856	39,790	41,766	43,846	46,051	48,339	50,773
PRODUCTION OPERATOR I	26	39,790	41,766	43,846	46,051	48,339	50,773	53,310
WAREHOUSE/STOCK CONTROLLER	28	39,790	41,766	43,846	46,051	48,339	50,773	53,310
BILLING SPECIALIST II	28	39,790	41,766	43,846	46,051	48,339	50,773	53,310
CUSTOMER SERVICE REP III	28	39,790	41,766	43,846	46,051	48,339	50,773	53,310
ACCOUNTING SPECIALIST II	30	41,766	43,846	46,051	48,339	50,773	53,310	55,973
METER SERVICE OPERATOR II	30	41,766	43,846	46,051	48,339	50,773	53,310	55,973
WATER MAINTENANCE WORKER II	30	41,766	43,846	46,051	48,339	50,773	53,310	55,973
BILLING SPECIALIST III	30	41,766	43,846	46,051	48,339	50,773	53,310	55,973
ACCOUNTING SPECIALIST III	32	43,846	46,051	48,339	50,773	53,310	55,973	58,760
ENGINEERING TECHNICIAN I	32	43,846	46,051	48,339	50,773	53,310	55,973	58,760
PRODUCTION OPERATOR II	34	46,051	48,339	50,773	53,310	55,973	58,760	61,693
ENG/OPERATIONS COORDINATOR	34	46,051	48,339	50,773	53,310	55,973	58,760	61,693
ADMINISTRATIVE ASSISTANT	34	46,051	48,339	50,773	53,310	55,973	58,760	61,693
METER SERVICE OPERATOR III	36	48,339	50,773	53,310	55,973	58,760	61,693	64,771
WATER MAINTENANCE WORKER III	36	48,339	50,773	53,310	55,973	58,760	61,693	64,771
ENGINEERING TECHNICIAN II	38	50,773	53,310	55,973	58,760	61,693	64,771	68,016
CROSS CONNECT./COMM. ACCT COORD.	40	53,310	55,973	58,760	61,693	64,771	68,016	71,427
PRODUCTION OPERATOR III	40	53,310	55,973	58,760	61,693	64,771	68,016	71,427
INSTRUMENT TECHNICIAN	40	53,310	55,973	58,760	61,693	64,771	68,016	71,427
WATER CONSERVATION COORDINATOR	40	53,310	55,973	58,760	61,693	64,771	68,016	71,427
EXECUTIVE ASSISTANT I	42	55,973	58,760	61,693	64,771	68,016	71,427	74,984
INFO TECH. SUPPORT SPECIALIST	44	58,760	61,693	64,771	68,016	71,427	74,984	78,728
WATER QUALITY CONTROL SPECIALIST	44	58,760	61,693	64,771	68,016	71,427	74,984	78,728
WATER TREATMENT PLANT SHIFT OPER.	44	58,760	61,693	64,771	68,016	71,427	74,984	78,728
EXECUTIVE ASSISTANT II/BOARD SEC	44	58,760	61,693	64,771	68,016	71,427	74,984	78,728
CUSTOMER SVC SUPERVISOR	46	61,693	64,771	68,016	71,427	74,984	78,728	82,680
BILLING SUPERVISOR	46	61,693	64,771	68,016	71,427	74,984	78,728	82,680
AUDITOR	46	61,693	64,771	68,016	71,427	74,984	78,728	82,680
ACCOUNTING SUPERVISOR	46	61,693	64,771	68,016	71,427	74,984	78,728	82,680
	48	64,771	68,016	71,427	74,984	78,728	82,680	86,798
MAINTENANCE SUPERVISOR	50	68,016	71,427	74,984	78,728	82,680	86,798	91,146
METER SUPERVISOR	50	68,016	71,427	74,984	78,728	82,680	86,798	91,146
WATER RESOURCE ANALYST	52	71,427	74,984	78,728	82,680	86,798	91,146	95,680
INFO TECHNOLOGY ADMINISTRATOR	54	74,984	78,728	82,680	86,798	91,146	95,680	100,485
	56	78,728	82,680	86,798	91,146	95,680	100,485	105,518
ENGINEERING SERVICE MANAGER	58	82,680	86,798	91,146	95,680	100,485	105,518	110,802
HUMAN RESOURCES & RISK MANAGER	60	86,798	91,146	95,680	100,485	105,518	110,802	116,314
	62	91,146	95,680	100,485	105,518	110,802	116,314	122,138
DISTRICT ENGINEER	64	95,680	100,485	105,518	110,802	116,314	122,138	128,253
SUPERINTENDENT/CHIEF PLANT OPR	64	95,680	100,485	105,518	110,802	116,314	122,138	128,253
TREASURER/CFO	66	100,485	105,518	110,802	116,314	122,138	128,253	134,659
	68	105,518	110,802	116,314	122,138	128,253	134,659	141,398
	70	110,802	116,314	122,138	128,253	134,659	141,398	148,470
	72	116,314	122,138	128,253	134,659	141,398	148,470	155,875
ASSISTANT GENERAL MANAGER	74	122,138	128,253	134,659	141,398	148,470	155,875	163,675
	76	128,253	134,659	141,398	148,470	155,875	163,675	171,891
	78	134,659	141,398	148,470	155,875	163,675	171,891	180,461
GENERAL MANAGER	80	141,398	148,470	155,875	163,675	171,891	180,461	189,488

BOARD OF DIRECTORS	Pay Rate \$115.50	Not to exceed 10 meetings in a month.
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WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 7/1/2015

Job Classification Title	Range No	Annual Salary		Exempt	
		Minimum	Maximum	Y = Yes	N = No
CLERICAL ASSISTANT/1,000 HOUR	22	\$ 35,194	\$ 49,546		N
FIELD ASSISTANT/1,000 HOUR	22	\$ 35,194	\$ 49,546		N
STUDENT INTERN	22	\$ 35,194	\$ 49,546		N
RECEPTIONIST	22	\$ 35,194	\$ 49,546		N
CUSTOMER SERVICE REP I	24	\$ 36,962	\$ 52,042		N
FIELD OFFICE SPECIALIST I	24	\$ 36,962	\$ 52,042		N
BILLING SPECIALIST I	24	\$ 36,962	\$ 52,042		N
FIELD OPERATIONS SPECIALIST II	24	\$ 36,962	\$ 52,042		N
CUSTOMER SERVICE REP II	26	\$ 38,813	\$ 54,642		N
ACCOUNTING SPECIALIST I	26	\$ 38,813	\$ 54,642		N
LANDSCAPE MAINTENANCE SPECIALIST	26	\$ 38,813	\$ 54,642		N
METER SERVICE OPERATOR I	26	\$ 38,813	\$ 54,642		N
WATER MAINTENANCE WORKER I	26	\$ 38,813	\$ 54,642		N
PRODUCTION OPERATOR I	28	\$ 40,789	\$ 57,366		N
WAREHOUSE/STOCK CONTROLLER	28	\$ 40,789	\$ 57,366		N
BILLING SPECIALIST II	28	\$ 40,789	\$ 57,366		N
CUSTOMER SERVICE REP III	28	\$ 40,789	\$ 57,366		N
RESEARCH ANALYST	28	\$ 40,789	\$ 57,366		N
ACCOUNTING SPECIALIST II	30	\$ 42,806	\$ 60,237		N
METER SERVICE OPERATOR II	30	\$ 42,806	\$ 60,237		N
WATER MAINTENANCE WORKER II	30	\$ 42,806	\$ 60,237		N
BILLING SPECIALIST III	30	\$ 42,806	\$ 60,237		N
ACCOUNTING SPECIALIST III	32	\$ 44,949	\$ 63,232		N
ENGINEERING TECHNICIAN I	32	\$ 44,949	\$ 63,232		N
PRODUCTION OPERATOR II	34	\$ 47,195	\$ 66,394		N
ENG/OPERATIONS COORDINATOR	34	\$ 47,195	\$ 66,394		N
ADMINISTRATIVE ASSISTANT	34	\$ 47,195	\$ 66,394		N
WATER CONSERVATION SPECIALIST	34	\$ 47,195	\$ 66,394		N
METER SERVICE OPERATOR III	36	\$ 49,546	\$ 69,722		N
WATER MAINTENANCE WORKER III	36	\$ 49,546	\$ 69,722		N
ENGINEERING TECHNICIAN II	38	\$ 52,042	\$ 73,216		N
CROSS CONNECT./COMM. ACCT COORD.	40	\$ 54,642	\$ 76,856		N
PRODUCTION OPERATOR III	40	\$ 54,642	\$ 76,856		N
INSTRUMENT TECHNICIAN	40	\$ 54,642	\$ 76,856		N
WATER CONSERVATION COORDINATOR	40	\$ 54,642	\$ 76,856		N
ENGINEERING TECH III	40	\$ 54,642	\$ 76,856		N
EXECUTIVE ASSISTANT I	42	\$ 57,366	\$ 80,704		N
WATER MAINTENANCE LEAD WORKER	42	\$ 57,366	\$ 80,704		N
INFO TECH. SUPPORT SPECIALIST	44	\$ 60,237	\$ 84,739		N
WATER QUALITY CONTROL SPECIALIST	44	\$ 60,237	\$ 84,739		N
WATER TREATMENT PLANT SHIFT OPER.	44	\$ 60,237	\$ 84,739		N
CUSTOMER SVC SUPERVISOR	46	\$ 63,232	\$ 88,962		N
BILLING SUPERVISOR	46	\$ 63,232	\$ 88,962		N
AUDITOR	46	\$ 63,232	\$ 88,962		N
ACCOUNTING SUPERVISOR	46	\$ 63,232	\$ 88,962		N
ACCOUNTANT	46	\$ 63,232	\$ 88,962		N
ENVIRONMENTAL/CONSERVATION SUPRVSR	46	\$ 63,232	\$ 88,962		N
PROJECT MANAGER	46	\$ 63,232	\$ 88,962		N

PRODUCTION SUPERVISOR	46	\$	63,232	\$	88,962	N
CHIEF TREATMENT PLANT OPERATOR	46	\$	63,232	\$	88,962	N
GIS COORDINATOR	46	\$	63,232	\$	88,962	N
EXECUTIVE ASSISTANT II/BOARD SEC	48	\$	66,394	\$	93,434	N
MAINTENANCE SUPERVISOR	50	\$	69,722	\$	98,072	Y
METER SUPERVISOR	50	\$	69,722	\$	98,072	Y
WATER QUALITY SUPERVISOR	50	\$	69,722	\$	98,072	Y
WATER RESOURCE ANALYST	52	\$	73,216	\$	103,002	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$	76,856	\$	108,160	N
ASSOCIATE ENGINEER W/ P.E.	54	\$	76,856	\$	108,160	Y
BOARD SECRETARY/CONFIDENTIAL ASSISTANT	58	\$	84,739	\$	119,226	Y
ENGINEERING SERVICE MANAGER	58	\$	84,739	\$	119,226	Y
HUMAN RESOURCES & RISK MANAGER	62	\$	93,434	\$	131,456	Y
DISTRICT ENGINEER	64	\$	98,072	\$	138,029	Y
SUPERINTENDENT/CHIEF PLANT OPR	64	\$	98,072	\$	138,029	Y
CHIEF FINANCIAL OFFICER	76	\$	131,456	\$	184,974	Y
PUBLIC INFORMATION & EXTERNAL AFFAIRS MANAGER	76	\$	131,456	\$	184,974	Y
ASSISTANT GENERAL MANAGER	AGM		190,000			Y
GENERAL MANAGER	GM		220,000			Y

BOARD OF DIRECTORS	\$115.50 not to exceed 10 meetings per month *
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WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 7/1/2016

Job Classification Title	Range No	Annual Salary		Exempt	
		Minimum	Maximum	Y = Yes	N = No
CLERICAL ASSISTANT/1,000 HOUR	22	\$ 36,067	\$ 50,794	N	
FIELD ASSISTANT/1,000 HOUR	22	\$ 36,067	\$ 50,794	N	
RECEPTIONIST	22	\$ 36,067	\$ 50,794	N	
STUDENT INTERN	22	\$ 36,067	\$ 50,794	N	
BILLING SPECIALIST I	24	\$ 37,877	\$ 53,352	N	
CUSTOMER SERVICE REP I	24	\$ 37,877	\$ 53,352	N	
FIELD OFFICE SPECIALIST I	24	\$ 37,877	\$ 53,352	N	
FIELD OPERATIONS SPECIALIST II	24	\$ 37,877	\$ 53,352	N	
WATER MAINTENANCE WORKER	26	\$ 39,790	\$ 56,014	N	
METER SERVICE OPERATOR I	26	\$ 39,790	\$ 56,014	N	
ACCOUNTING SPECIALIST I	28	\$ 41,808	\$ 58,802	N	
BILLING SPECIALIST II	28	\$ 41,808	\$ 58,802	N	
CUSTOMER SERVICE REP II	28	\$ 41,808	\$ 58,802	N	
PRODUCTION OPERATOR I	28	\$ 41,808	\$ 58,802	N	
RESEARCH ANALYST	28	\$ 41,808	\$ 58,802	N	
WATER MAINTENANCE WORKER I	28	\$ 41,808	\$ 58,802	N	
PURCHASING / INVENTORY CONTROL SPECIALIST	30	\$ 43,867	\$ 61,734	N	
WATER MAINTENANCE WORKER II	30	\$ 43,867	\$ 61,734	N	
ACCOUNTING SPECIALIST II	32	\$ 46,072	\$ 64,834	N	
BILLING SPECIALIST III	32	\$ 46,072	\$ 64,834	N	
CUSTOMER SERVICE REP III	32	\$ 46,072	\$ 64,834	N	
METER SERVICE OPERATOR II	32	\$ 46,072	\$ 64,834	N	
ACCOUNTING SPECIALIST III	34	\$ 48,381	\$ 68,078	N	
ENGINEERING TECHNICIAN I	34	\$ 48,381	\$ 68,078	N	
PRODUCTION OPERATOR II	34	\$ 48,381	\$ 68,078	N	
WATER CONSERVATION SPECIALIST	34	\$ 48,381	\$ 68,078	N	
ADMINISTRATIVE ASSISTANT	36	\$ 50,794	\$ 71,469	N	
CUSTOMER SERVICE LEAD	36	\$ 50,794	\$ 71,469	N	
ENG/OPERATIONS COORDINATOR	36	\$ 50,794	\$ 71,469	N	
WATER MAINTENANCE WORKER III	36	\$ 50,794	\$ 71,469	N	
ENGINEERING TECHNICIAN II	38	\$ 53,352	\$ 75,046	N	
METER SERVICE OPERATOR III	38	\$ 53,352	\$ 75,046	N	
CROSS CONNECT./COMM. ACCT COORD.	40	\$ 56,014	\$ 78,770	N	
INSTRUMENT TECHNICIAN	40	\$ 56,014	\$ 78,770	N	
PRODUCTION OPERATOR III	40	\$ 56,014	\$ 78,770	N	
WATER CONSERVATION ANALYST	40	\$ 56,014	\$ 78,770	N	
BILLING LEAD	42	\$ 58,802	\$ 82,722	N	
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 58,802	\$ 82,722	N	
ENGINEERING TECH III	42	\$ 58,802	\$ 82,722	N	
EXECUTIVE ASSISTANT I	42	\$ 58,802	\$ 82,722	N	
WATER MAINTENANCE LEAD WORKER	42	\$ 58,802	\$ 82,722	N	
WATER QUALITY CONTROL SPECIALIST	44	\$ 61,734	\$ 86,861	N	
WATER TREATMENT PLANT SHIFT OPER.	44	\$ 61,734	\$ 86,861	N	
ACCOUNTANT	46	\$ 64,834	\$ 91,187	N	
E&IS SPECIALIST	46	\$ 64,834	\$ 91,187	N	
GIS COORDINATOR	46	\$ 64,834	\$ 91,187	N	
HR ANALYST	46	\$ 64,834	\$ 91,187	N	
INFO TECH. SUPPORT SPECIALIST	46	\$ 64,834	\$ 91,187	N	

PURCHASING ANALYST	46	\$	64,834	\$	91,187	N
SENIOR ACCOUNTANT	46	\$	64,834	\$	91,187	N
AUDITOR	48	\$	68,078	\$	95,763	N
EXECUTIVE ASSISTANT II	48	\$	68,078	\$	95,763	N
ACCOUNTING SUPERVISOR	50	\$	71,469	\$	100,526	N
BILLING SUPERVISOR	50	\$	71,469	\$	100,526	N
CHIEF TREATMENT PLANT OPERATOR	50	\$	71,469	\$	100,526	N
CUSTOMER SVC SUPERVISOR	50	\$	71,469	\$	100,526	N
ENVIRONMENTAL/CONSERVATION SUPRVSR	50	\$	71,469	\$	100,526	N
MAINTENANCE SUPERVISOR	50	\$	71,469	\$	100,526	Y
METER SUPERVISOR	50	\$	71,469	\$	100,526	Y
PRODUCTION SUPERVISOR	50	\$	71,469	\$	100,526	N
PURCHASING SUPERVISOR	50	\$	71,469	\$	100,526	N
WATER QUALITY SUPERVISOR	50	\$	71,469	\$	100,526	N
WATER RESOURCE ANALYST	52	\$	75,046	\$	105,581	Y
ASSOCIATE ENGINEER W/ P.E.	54	\$	78,770	\$	110,864	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$	78,770	\$	110,864	N
BOARD SECRETARY/CONFIDENTIAL ASSISTANT	58	\$	86,861	\$	122,200	Y
ENGINEERING SERVICE MANAGER	60	\$	91,187	\$	128,315	Y
HUMAN RESOURCES & RISK MANAGER	62	\$	95,763	\$	134,742	Y
BUSINESS SYSTEMS MANAGER	64	\$	100,526	\$	141,482	Y
DISTRICT ENGINEER	64	\$	100,526	\$	141,482	Y
OPERATIONS MANAGER	64	\$	100,526	\$	141,482	Y
ASSISTANT CHIEF FINANCIAL OFFICER	74	\$	128,315	\$	180,586	Y
CHIEF FINANCIAL OFFICER	76	\$	134,742	\$	189,592	Y
PUBLIC INFORMATION & EXTERNAL AFFAIRS MANAGER	76	\$	134,742	\$	189,592	Y
ASSISTANT GENERAL MANAGER	80	\$	148,554	\$	209,269	Y
GENERAL MANAGER	GM		220,000			Y

BOARD OF DIRECTORS	\$147.00 not to exceed 10 meetings per month *
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* Payrate \$147.00 effective 8-2-16

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 7/1/2017

Job Classification Title	Range No	Annual Salary		Exempt	
		Minimum	Maximum	Y = Yes	N = No
CLERICAL ASSISTANT/1,000 HOUR	22	\$ 36,962	\$ 52,042		N
FIELD ASSISTANT/1,000 HOUR	22	\$ 36,962	\$ 52,042		N
GIS STUDENT INTERN	22	\$ 36,962	\$ 52,042		N
RECEPTIONIST	22	\$ 36,962	\$ 52,042		N
STUDENT INTERN	22	\$ 36,962	\$ 52,042		N
BILLING SPECIALIST I	24	\$ 38,813	\$ 54,642		N
CUSTOMER SERVICE REP I	24	\$ 38,813	\$ 54,642		N
FIELD OFFICE SPECIALIST I	24	\$ 38,813	\$ 54,642		N
FIELD OPERATIONS SPECIALIST II	24	\$ 38,813	\$ 54,642		N
WATER MAINTENANCE WORKER	26	\$ 40,789	\$ 57,366		N
METER SERVICE OPERATOR I	26	\$ 40,789	\$ 57,366		N
ACCOUNTING SPECIALIST I	28	\$ 42,806	\$ 60,237		N
BILLING SPECIALIST II	28	\$ 42,806	\$ 60,237		N
CUSTOMER SERVICE REP II	28	\$ 42,806	\$ 60,237		N
PRODUCTION OPERATOR I	28	\$ 42,806	\$ 60,237		N
RESEARCH ANALYST	28	\$ 42,806	\$ 60,237		N
WATER MAINTENANCE WORKER I	28	\$ 42,806	\$ 60,237		N
PURCHASING / INVENTORY CONTROL SPECIALIST	30	\$ 44,949	\$ 63,232		N
WATER MAINTENANCE WORKER II	30	\$ 44,949	\$ 63,232		N
ACCOUNTING SPECIALIST II	32	\$ 47,195	\$ 66,394		N
BILLING SPECIALIST III	32	\$ 47,195	\$ 66,394		N
CUSTOMER SERVICE REP III	32	\$ 47,195	\$ 66,394		N
METER SERVICE OPERATOR II	32	\$ 47,195	\$ 66,394		N
ACCOUNTING SPECIALIST III	34	\$ 49,546	\$ 69,722		N
ENGINEERING TECHNICIAN I	34	\$ 49,546	\$ 69,722		N
PRODUCTION OPERATOR II	34	\$ 49,546	\$ 69,722		N
WATER CONSERVATION SPECIALIST	34	\$ 49,546	\$ 69,722		N
ADMINISTRATIVE ASSISTANT	36	\$ 52,042	\$ 73,216		N
CUSTOMER SERVICE LEAD	36	\$ 52,042	\$ 73,216		N
ENG/OPERATIONS COORDINATOR	36	\$ 52,042	\$ 73,216		N
WATER MAINTENANCE WORKER III	36	\$ 52,042	\$ 73,216		N
ENGINEERING TECHNICIAN II	38	\$ 54,642	\$ 76,856		N
METER SERVICE OPERATOR III	38	\$ 54,642	\$ 76,856		N
CROSS CONNECT./COMM. ACCT COORD.	40	\$ 57,366	\$ 80,704		N
INSTRUMENT TECHNICIAN	40	\$ 57,366	\$ 80,704		N
PRODUCTION OPERATOR III	40	\$ 57,366	\$ 80,704		N
PUBLIC AFFAIRS ANALYST	40	\$ 57,366	\$ 80,704		N
WATER CONSERVATION ANALYST	40	\$ 57,366	\$ 80,704		N
BILLING LEAD	42	\$ 60,237	\$ 84,739		N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 60,237	\$ 84,739		N
ENGINEERING TECH III	42	\$ 60,237	\$ 84,739		N
EXECUTIVE ASSISTANT I	42	\$ 60,237	\$ 84,739		N
WATER MAINTENANCE LEAD WORKER	42	\$ 60,237	\$ 84,739		N
WATER QUALITY CONTROL SPECIALIST	44	\$ 63,232	\$ 88,962		N
WATER TREATMENT PLANT SHIFT OPER.	44	\$ 63,232	\$ 88,962		N
ACCOUNTANT	46	\$ 66,394	\$ 93,434		N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 66,394	\$ 93,434		N
GIS COORDINATOR	46	\$ 66,394	\$ 93,434		N

HUMAN RESOURCES ANALYST	46	\$	66,394	\$	93,434	N
INFO TECH. SUPPORT SPECIALIST	46	\$	66,394	\$	93,434	N
PURCHASING ANALYST	46	\$	66,394	\$	93,434	N
SENIOR ACCOUNTANT	46	\$	66,394	\$	93,434	N
AUDITOR	48	\$	69,722	\$	98,072	N
EXECUTIVE ASSISTANT II	48	\$	69,722	\$	98,072	N
ACCOUNTING SUPERVISOR	50	\$	73,216	\$	103,002	N
BILLING SUPERVISOR	50	\$	73,216	\$	103,002	N
CHIEF TREATMENT PLANT OPERATOR	50	\$	73,216	\$	103,002	N
CUSTOMER SVC SUPERVISOR	50	\$	73,216	\$	103,002	N
ENVIRONMENTAL/CONSERVATION SUPRVSR	50	\$	73,216	\$	103,002	N
MAINTENANCE SUPERVISOR	50	\$	73,216	\$	103,002	Y
METER SUPERVISOR	50	\$	73,216	\$	103,002	Y
PRODUCTION SUPERVISOR	50	\$	73,216	\$	103,002	N
PURCHASING SUPERVISOR	50	\$	73,216	\$	103,002	N
WATER QUALITY SUPERVISOR	50	\$	73,216	\$	103,002	N
WATER RESOURCE ANALYST	52	\$	76,856	\$	108,160	Y
ASSOCIATE ENGINEER W/ P.E.	54	\$	80,704	\$	113,568	Y
INFO TECHNOLOGY ADMINISTRATOR	54	\$	80,704	\$	113,568	N
BOARD SECRETARY/CONFIDENTIAL ASSISTANT	58	\$	88,962	\$	125,195	Y
ENGINEERING SERVICE MANAGER	60	\$	93,434	\$	131,456	Y
HUMAN RESOURCES & RISK MANAGER	62	\$	98,072	\$	138,029	Y
BUSINESS SYSTEMS MANAGER	64	\$	103,002	\$	144,934	Y
DISTRICT ENGINEER	64	\$	103,002	\$	144,934	Y
OPERATIONS MANAGER	64	\$	103,002	\$	144,934	Y
ASSISTANT CHIEF FINANCIAL OFFICER	74	\$	131,456	\$	184,974	Y
CHIEF FINANCIAL OFFICER	76	\$	138,029	\$	194,334	Y
PUBLIC INFORMATION & EXTERNAL AFFAIRS MANAGER	76	\$	138,029	\$	194,334	Y
ASSISTANT GENERAL MANAGER	80	\$	152,173	\$	214,510	Y
GENERAL MANAGER	GM	\$		\$	224,994	Y

BOARD OF DIRECTORS

\$147.00 not to exceed 10 meetings per month



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: SERVICESKILLS - EMPLOYEE TRAINING

BACKGROUND:

The West Valley Water District (“District”) encourages employees to receive continuing education by enrolling in educational programs which will aid them in the performance of their current jobs. The District also provides online training courses through Target Solutions and ServiceSkills which is a newly introduced training option to employees. ServiceSkills focuses on learning designed to improve customer service and leadership skills, and enhance teamwork to promote an effective and customer-friendly workplace environment.

DISCUSSION:

ServiceSkills (customer service, team building, and management) online training will be available to all employees. Each employee will have a customized learning plan that supervisors assign according to their roles and department needs. Employees will be able to access and add additional courses once they complete those assigned. The course modules use real-life customer service situations to provide training and practical tools in over 150 learning modules including diffusing angry client calls, internal customer service, written customer correspondence, and taking ownership.

Providing excellent customer service is the objective of the District, not only to its customers, but also within the workplace amongst employees. ServiceSkills will be a powerful tool for improving customer service and office etiquette for phone, email and face to face communication within and outside the District. Overall, these courses are expected to improve organizational culture, encourage employee development, reduce turnover, and improve customer perception and satisfaction.

The General Manager has agreed to an annual investment of \$7,990, Tier II for 13 Sections including 150+ learning modules offered on a hosted Learning Management System (LMS) customized for West Valley Water District.

The features of the LMS Modules include:

- A dedicated ServiceSkills Client Services Manager
- Efficient course completion times
- Quizzes with grading, post-quiz explanations and reporting functions
- Printable certification of completion
- Bookmarking for allowing self-paced learning

Titles for the Modules are:

- Telephone Doctor – Customer Service Series (12 modules)
- Service Matters Roundtable Series (12 modules)
- ServiceSims Challenge Series (12 modules)
- Email Matters – The Art of Better Service Series (19 modules)
- Basic Selling Skills from A-Z (26 modules)
- 8 Keys To A More Respectful Workplace (10 modules)
- How to be a Terrible Team Member (11 modules)
- Generations@Work – Leveraging the Potential of Millennials (8 modules)
- What to Say When – Team Building Series (10 modules)

And more....

ServiceSkills website: <https://wwwd.serviceskills.net/>

FISCAL IMPACT:

There is not fiscal impact for this item. This item is included in the board approved Public Relations 2018 Budget – Professional Services/Other Consultants.

STAFF RECOMMENDATION:

Receive and File.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DM:CE



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: APPROVAL OF A FY 2018-19 BUDGET AMENDMENT TO ALLOCATE A \$95,000 REFUND FROM COLTON PUBLIC UTILITIES TO A NEW BUDGET DEPARTMENT NAMED “HYDROSTEM” FOR SUPPORTING EDUCATION, SCHOLARSHIP AND SPONSORSHIP ACTIVITIES.

BACKGROUND:

In November 2018 new internal controls procedures were implemented that resulted in Purchasing discovering the existence of a \$98,000 credit balance with Colton Public Utilities due to overpayments by the District. Research showed the original credit balance was applied in March 2016 at \$131,000. Purchasing recommended the District ask for a refund check and apply the funds to existing District needs instead of waiting years for the credit balance to deplete. Per the District’s request, Colton issued a \$95,000 check in January 2019 to clear the credit balance. It is not necessary for Colton Public Utilities to hold District funds because ongoing electric costs are budgeted in the FY 2018-19 Budget.

DISCUSSION:

Staff requests that the Board approves the application of these funds to a new budget department entitled “HydroSTEM Program.” HydroSTEM will brand the District’s efforts to promote and support education, scholarship and sponsorship activities in the community. These include but are not limited to learning projects about water in STEM programs at K-12 schools, scholarships for high school seniors going to college with majors in STEM degrees, sponsorships for K-12 classrooms’ water education activities and those of civic groups and other organizations focused on teaching children about water STEM (HydroSTEM) and stewardship.

FISCAL IMPACT:

There is no adverse impact. The \$95,000 refund was unanticipated and is not encumbered.

STAFF RECOMMENDATION:

That the Board approves the creation of the budget department entitled “HydroSTEM Program” and fund the department with the \$95,000 refund from Colton Public Utilities.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." with a stylized flourish at the end.

Clarence Mansell Jr, General Manager

CM:ce



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A CIP BUDGET AMENDMENT TO IMPLEMENT A
COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS)
UTILIZING MAXIMO SOFTWARE

DISCUSSION:

The District has embarked upon the implementation of a CMMS utilizing Maximo software. In accordance with GAAP and GASB accounting standards the cost of purchasing and implementing the software can be charged to the CIP budget. Staff requests Board approval to amend the FY 2018-19 CIP Budget to include a project entitled "The Implementation of a CMMS" and charge all cost for software, professional services and equipment to that project. Staff requests \$350,000 in CIP Funds to implement the project, accrue all prior costs to CIP and awarding Task Order #2 to the professional services contract for Raintek Enterprises, Inc. to implement the detailed project schedule. Task Order #1 was for scoping and pricing the effort and providing the initial training to District staff.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2018-19 CIP Budget. The cost of implementation will not exceed \$350,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the use funds from the FY 2018-19 CIP Budget for "The Implementation of a CMMS" and authorizes the General Manager to identify and apply such funds to the project and award Task Order #2 to Raintek Enterprises Inc. not to exceed a combined total of \$350,000.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER TASK ORDER NO. 2 FOR LOS ANGELES COUNTY PUBLIC SAFETY AND SECURITY SERVICES, LLC, TO PROVIDE DETAILED SAFETY & SECURITY SERVICES

BACKGROUND: In July 2018, West Valley Water District entered into an initial agreement with LA County Public Safety and Security Services, LLC, (“Contractor”) to begin a high level vulnerability analysis of various District facilities. The vulnerability analysis is completed and professional recommendations are being considered to better prepare the District and staff.

The Contractor’s scope of work included a review of:

- Emergency Management & Disaster Planning
- Emergency Operations Center
- NIMS/SEMS/ICS Compliance
- Agency’s Terrorism Liaison Officer
- Personnel, Executive Management and Board Members Training and Development
- Facility Safety, Security and Risk Management
- Agency’s Liaison with Local, State, and Federal Agencies
- Public Outreach and Educational Awareness

Consultant has identified specific emergency plans such as the Emergency Operations Plan (expired 5/2012 and Local Hazard Mitigation Plan denied 5/2016) in which the District should have at the time revised and submitted those plans for state approval. Approval of Task Order #2 will allow staff to bring the District into compliance with state and federal regulations with the consultant’s guidance. This work will also best position the District for future State and Federal grant funding.

DISCUSSION: In accordance with District Purchasing Policy, staff is presenting to the Board for consideration and approval of a detailed safety and security services contract. Emergency response, recovery, safety and security services are a critical element for the District’s to continue delivering quality service to its customers. Through Task Order #2, the Contractor will provide the aforementioned services and training for the District. In addition, the contractor will serve as a liaison with local, state, and federal agencies in 2019.

The District has requested Contractor provide a proposal for consulting services including detailed:

- Development of Response & Recovery Procedures
- Emergency Management

- Public Safety/Security Services
- Special Projects (as directed by management)

The difference between Task Order #1 & #2 is that #1 was a high level assessment and Task Order #2 provides for detailed services.

FISCAL IMPACT: There is no change in fiscal impact. The estimated total cost for Task Order #2 is not to exceed \$90,000 over 12 months.

STAFF RECOMMENDATION: That the Board of Directors approve Task Order #2 for LA County Public Safety and Security Services, LLC.

Attachment:

1. Task Order #2 proposal from Los Angeles County Public Safety and Security Services, LLC

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 2 FOR ROGERS, ANDERSON, MALODY & SCOTT, LLC (RAMS) TO CONDUCT MID-YEAR FINANCIAL AUDITS.

DISCUSSION:

RAMS was retained by the District in 2017 as independent financial auditors and have recently completed the June 30, 2018 CAFR. On occasion, auditors can be requested to assist in reviewing certain transaction or processes of the District that are above and beyond the scope of the annual audit. These are known as “Agreed Upon Procedures” engagements. The District can rely on the auditor’s Agreed Upon Procedures report to validate certain transactions or processes. To accomplish this type of engagement with the auditor, the existing professional services agreement with RAMS needs to be amended with Task Order #2 to: specify the additional scope of work to be an Agreed Upon Procedures engagement with specific items to be determined at the discretion of the Board; establish a fee schedule; allow the General Manager to identify and transfer funds for the activity; and, place a limit of \$50,000 in expenditures. The Board’s review and approval of this staff report will accomplish the stated objectives. Exhibit A is attached hereto and provides a copy of the existing agreement with the proposed Task Order #2 incorporated.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2018-19 Budget. The estimated cost of Task Order #2 will not exceed \$50,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the budget amendment and Task Order #2 and instruct the General Manager to identify funds in the FY 2018-19 Budget to conduct the Agreed Upon Procedures audit.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. Exhibit A
2. PSA for Non Engineering Rev._RAMS with Order No.2 _3.2.19

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Rogers, Anderson, Malody & Scott, LLP

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 6th day of April, 2017 ("Effective Date") is by and between West Valley Water District ("District") and Rogers, Anderson, Malody & Scott, LLP (RAMS) ("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.

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, 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 gross 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 gross 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: Matthew H. Litchfield, P.E., General Manager

(Tel.) 909-875-1804

(Fax) 909-875-1849

To Consultant: Rogers, Anderson, Malody & Scott, LLP
Attn: Brad Welebir
735 E. Carnegie Dr, Suite 100
San Bernardino, CA 92408
(Tel.) 909-889-0871
(Fax) 909-889-5361

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.

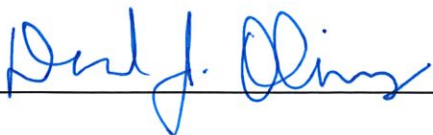
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

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

By 
Matthew H. Litchfield, P.E., General Manager

APPROVED AS TO FORM:

By 

CONSULTANT:

Rogers, Anderson, Malody & Scott, LLP

By Brad Welebi

Name Brad Welebir, CPA

Its Partner

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 6th day of April, 2017 by and between West Valley Water District, a public agency of the State of California ("District") and Rogers, Anderson, Malody & Scott, LLP (RAMS) ("Consultant").

RECITALS

- A. On or about April 6, 2017 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**

Matthew H. Litchfield, P.E., General Manager

CONSULTANT:

Rogers, Anderson, Malody & Scott, LLP

By Brad Welebi

Name Brad Welebi

Its Partner

By Terry Shea

Name Terry Shea

Its Partner

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The District desires the Consultant to express an opinion on the fair presentation of its financial statements in accordance with generally accepted accounting principles.

In addition the Consultant shall:

- Assist in preparing the financial statements and related notes of the CAFR.
- Apply certain limited procedures related to Management's Discussion and Analysis and Required Supplementary Information.
- Provide an opinion as to the compliance with the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance). The Consultant is to provide an "in- relation-to" report on the Schedule of Expenditures of Federal Awards based on the auditing procedures applied during the audit of the financial statements.
- Test compliance with Article XIIB pertaining to the District's appropriation limit, and prepare an Agreed-Upon Procedures report to the Board of Directors regarding compliance.
- Prepare a Management Letter that includes significant and less significant (i.e. reportable and non- reportable) recommendations for improvements to internal control.

The audit will be in accordance with:

- Generally Accepted Auditing Standards as promulgated by the American Institute of Certified Public Accountants.
- Government Auditing Standards issued by the Comptroller of the United States of America.
- *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (OMB Uniform Guidance).
- Requirements issued by the State Controller's Office.
- Requirements issued by the State of California.
- Any other requirements as needed.

The Consultant will prepare a report to the Audit Committee regarding each of the following:

- The Consultant's responsibility under generally accepted auditing standards.
- Significant accounting policies.
- Management judgments and accounting estimates.
- Significant audit adjustments.
- Other information in documents containing audited financial statements.
- Disagreements with management.

- Management consultation with other accountants.
- Major issues with management prior to retention.
- Difficulties encountered in performing the audit.
- Errors, irregularities, and illegal acts.

All working papers and reports will be retained at Consultant's expense for a minimum of seven (7) years, unless we are notified by the District of the need to extend that retention period.

The Consultant will make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which we become aware to the following:

- District General Manager
- District CFO
- District Attorney

Segment 1 – Interim testing – planning, pre-audit administration and internal control testing

During this phase of the audit, the principal objectives will be to gather information about the District and its environment, including internal control over financial reporting.

In order to achieve the desired objectives of this phase of the audit, the Consultant will:

- Meet with the District's staff in order to determine convenient dates in which the Consultant can begin the audit and to discuss the assistance to be provided by the District's staff.
- Hold brainstorming sessions with engagement team members to discuss the susceptibility of the District's financial statements to material misstatement and fraud.
- Review and evaluate the District's accounting and reporting processes by reviewing the prior year's audit work-papers, any District-prepared documents such as budgets, in-house financial reports, policies and procedures manuals, minutes of board meetings, etc., and by using various analytical procedures. Analytical procedures will enhance the understanding of the District and will help Consultant identify areas that may need further assessment and additional testing.
- Review and retain copies of any pertinent local, state and federal statutes, regulations, or charters that apply to the District.
- Evaluate the design of controls that are relevant to the audit by obtaining a thorough understanding of the District's internal controls over financial reporting and compliance by documenting key internal control components, utilizing questionnaires, walkthroughs, inquiring of the District's personnel, and observing and reviewing key supporting documentation.
- Test controls, if control risk is assessed below the maximum, by selecting a

sample of transactions within the audit area being tested and reviewing supporting documentation, and evaluating the completeness of the documentation tested, as well as the adequacy of support and approvals as they appear on the support.

- Document and review with management any findings noted during the testing of internal controls and provide a preliminary management letter that will include Consultant's recommendations for improving any weaknesses in operations. The letter will also include suggestions for improving the efficiency of the District's operations.

This phase of the engagement for the audit will be performed by the supervising accountant and two to three staff accountants with direct supervision by the audit manager and the engagement partner.

Segment 2 – Year end testing – substantive testing

During this phase of the audit, the Consultant's principal objectives will be to assess the risk of material misstatement at the financial statement level and specific assertions, design overall responses to assessed risks and further audit procedures, perform substantive tests, as needed, and complete the audit and evaluate audit findings, if applicable.

In order to achieve the desired objectives of this phase of the audit, Consultant will:

- Determine whether testing supports the assessed level of risk initially assigned at the financial statement level and at the assertion level.
- Identify significant risks.
- Develop a detailed audit plan.
- Design substantive tests of account balances, designed and modified specifically for the District's operations and assessed level of risk. Substantive procedures could, depending on Consultant's risk assessment, consist of the following (the list below is not all inclusive):
 - Confirmation of cash and investment balances
 - Testing of cash and investment reconciliations
 - Testing GASB 40 disclosures
 - Testing for compliance with the District's investment policy
 - Testing of interest income allocations to the various funds
 - Analytical review and subsequent receipt testing of significant receivables
 - Evaluate if receivables are valued properly and perform tests of balances in conjunction with the testing of revenues
 - Testing of significant inventory and other asset accounts
 - Testing of additions and deletions to capital assets, including CIP accounts

- Perform a search for unrecorded liabilities
- Testing of significant liability and accrued liability accounts
- Evaluate the support for compensated absences
- Review the valuation of claims and judgments
- Testing of long-term debt balances and debt covenants
- Analytical review of interest expense
- Testing of net position classifications
- Testing of revenues through either analytical procedures and/or detailed testing
- Testing of expenses through either analytical procedures and/or detailed testing
- Payroll testing for compliance with approved salary schedules
- Examination of interfund transfers and testing of transfers out of restricted funds
- Review the minutes of the board meetings
- Review significant contracts, debt issuances, leases and other agreements
- Review of subsequent events after year end (through the completion of Consultant's audit)
- Testing for significant commitments to be disclosed in the financial statements
- Confirm with legal counsel any significant legal matters affecting the District's financial position

This phase of the engagement for the audit will be performed by the supervising accountant and two to three staff accountants with direct supervision by the audit manager and the engagement partner.

Segment 3 - Reporting – Report preparation/audit conclusion (workpaper review)

During this phase of the audit, the Consultant's principal objectives will be to evaluate whether the financial statements, taken as a whole, are free from material misstatement and form an opinion and issue Consultant's report.

In order to achieve the desired objectives of this phase of the audit, Consultant will:

- Determine whether, based on Consultant's substantive testing and other procedures, the financial statements, taken as a whole, are free of material misstatement. This will provide the basis for Consultant's opinion.
- Review of all audit workpapers by the engagement partner and manager/supervisor/senior to ensure that the audit was performed in accordance with the required standards (GAAS, GAGAS, etc.).
- Prepare drafts of all required reports by the agreed-upon dates.

- Conduct an independent review of the financial statement draft by the engagement's quality control partner.
- Issue all reports by the agreed-upon dates.

This phase of the engagement will be performed by the supervisor and one to two staff accountants with direct supervision by the manager and the engagement partner. In addition, the engagement's quality control partner will perform a detailed quality control review of the financial statements.

The above procedures are a general list of procedures to be performed. After Consultant's initial review of the District and Consultant's detailed risk assessment, Consultant will customize the engagement and gear it towards the needs of the District and the audit itself. In doing so, Consultant will determine which procedures to perform relative to Consultant's risk assessment. All of Consultant's audits are customized to each entity, helping to ensure a complete, effective, and efficient audit. The foundation of the above approach is based on open communication coupled with a strong knowledge of District operations and detailed planning at the initial stages of the audit.

Consultant is dedicated to performing a timely audit engagement. Prior to the start of the audit, Consultant will meet with District staff and decide on adequate timeframes, agreed-upon by both the District and us, for the performance of the audit and the release of the financial statements. *Consultant will dedicate the necessary resources to meet any agreed-upon time frames.*

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Rogers, Anderson, Malody & Scott, LLP
Certified Public Accountants

Certification: Brad A. Welebir is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with the District.

The annual fee for the audit of each fiscal year, as listed below shall not exceed the following:

Services	2016-17	2017-18	2018-19
District Audit	\$ 31,500	\$ 32,400	\$ 33,400
Single Audit, if required*	3,100	3,200	3,300
Special District's Financial Transaction Report to the State Controller	1,500	1,500	1,500
Total for Fiscal Year (not-to-exceed)	\$ 36,100	\$ 37,100	\$ 38,200

* = fee is per major program

Brad Welebi

 Signature Partner 3/16/2017
Title Date

Brad A. Welebir, CPA, CGMA, MBA
Name (print)

Schedule of Professional Fees

	Hours	Rates	Amount
Partners	20	\$ 290	\$ 5,800
Managers	20	170	3,400
Supervisors	70	130	9,100
Staff	120	110	13,200
Subtotal	230		\$ 31,500

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Audit segments	Date
<p>Auditor Transition</p> <ul style="list-style-type: none"> • Schedule to meet with prior auditor to review working papers. 	April 2017
<p>Segment 1 - <i>Planning, pre-audit administration and internal control testing</i></p> <ul style="list-style-type: none"> • Entrance conference with management for pre-audit planning, and to obtain an understanding of systems, internal controls, and current-year issues. • Entrance conference with the District's Finance Committee. • Provide management with a detailed listing of items needed to perform the audit, including the timing of when items are needed. • Perform interim audit fieldwork and tests of internal controls. • Exit conference with management to discuss the results of interim audit fieldwork. 	April/May 2017 May 2017 April 2017 May/June 2017 May/June 2017
<p>Segment 2 - <i>Substantive testing</i></p> <ul style="list-style-type: none"> • Send confirmations of cash, investment, and other accounts as deemed necessary. • Entrance conference with management for yearend fieldwork. • Perform substantive yearend audit fieldwork. • Exit conference with management to discuss the results of yearend audit fieldwork. 	July 2017 September/October 2017 September/October 2017 October 2017
<p>Segment 3 - <i>Report preparation/audit conclusion (workpaper review)</i></p> <ul style="list-style-type: none"> • Present draft of financial statements, audit report, and management letter to management. • Issuance of final auditor reports. • Presentation of the final reports to the Finance Committee. • Presentation of the final reports to the Board of Directors. 	November 6, 2017 November 22, 2017 November 2017 December 2017

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:

Brad A Welebir – Engagement Partner

Scott W Manno – Concurring Partner

Terry Shea – Quality Control Review Partner

Gardenya Duran – Manager

Nathan Statham – Supervisor

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 Rogers, Anderson, Malody & Scott, LLP (“Consultant”).

RECITALS

- A. On or about April 6th, 2017 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:

Rogers, Anderson, Malody & Scott, LLP

By _____

Name Brad Welebir, CPA, CGMA, MBA, Partner

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

The scope of work for an agreed-upon procedures engagement is determined jointly by District management and the CPAs in advance of any procedures being performed. The procedures would be performed under the AICPA’s Attestation Standards Section 215, *Agreed-upon Procedures Engagements*. We will not render an opinion on internal controls, processes, etc.

An agreed-upon procedures engagement is one in which we are engaged by the District to issue a report of findings based on specific procedures performed on the items identified. We would be engaged to assist the District in evaluating the items identified or an assertion(s) made as a result of a need or needs of the District. Because the District requires that findings be independently derived, our services are obtained to perform procedures and report our findings. The District and we would agree that an agreed-upon procedures engagement is one in which we are engaged by the District to issue a report of findings based on specific procedures performed on the items identified. The District assumes responsibility for the sufficiency of the procedures.

A list of procedures has not yet been identified and included in this proposal. We anticipate that the procedures would be developed upon procurement of our services.

EXHIBIT “2”
TO
TASK ORDER NO. 2

COMPENSATION

Our fees for an agreed-upon procedures engagement are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses (if applicable). The scope of the engagement has not yet been defined, but the rates for the various roles are as follows:

<u>Position</u>	<u>Average Rate</u>
Partner	\$305
Manager	\$200
Supervisor	\$170
Senior	\$135
Staff	\$110

Once a list of procedures has been designed, we will work with the District to determine an estimated total cost for the engagement prior to commencing any work.

All work shall be performed with prior approval from the District and shall not exceed \$50,000.00 without prior approval from the Board of Directors.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Start date is March 11th, –2019.

To be completed under the at the direction of the District and shall be completed as soon as practicable.

EXHIBIT B
KEY PERSONNEL

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:

Brad Welebir, CPA, CGMA, MBA, Partner



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 2 FOR MV CHENG & ASSOCIATES, INC.

DISCUSSION:

MV Cheng & Associates, Inc. was retained under Task Order # 1 to provide a high level assessment of the Accounting Department. The assessment is complete and among several areas that need improvement is the development of a Chief Financial Officer's Policy and Procedures Manual. Also there are serious deficiencies in internal controls that changes in organizational structure and procedures could remedy. The purpose for Task Order #. 2 is to: engage MV Cheng & Associates to create the CFO Policy and Procedures Manual; improve internal controls; provide desk procedures; train accounting staff and general operational advice. To accomplish Task Order #2, the existing professional services agreement with MV Cheng & Associates needs to be amended with Task Order #2 to: specify the additional scope of work; establish a fee schedule; allow the General Manager to identify and transfer funds for the activity; and, place a limit of \$75,000 in expenditures. The Board's review and approval of this staff report will accomplish the stated objectives. Exhibit A is attached hereto and provides a copy of the existing agreement with the proposed Task Order #2 incorporated.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2018-19 Budget. The estimated cost of Task Order #2 will not exceed \$75,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the General Manager to identify funds and amend the FY 2018-19 Budget and to approve the execution of Task Order #2 to amend the existing agreement with MV Cheng & Associates, Inc.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. MVCheng Board Report 3.2.19 with Order N.2

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

MV Cheng & Associates, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of November, 2018 ("Effective Date") is by and between West Valley Water District ("District") and MV Cheng & Associates, 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: MV Cheng & Associates, Inc.
925-963-9996
www.mcvhengassociates.com
102 W. 24th Street
Upland, CA 91784

- 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.

Section 19. Hiring of Consultant's Associates and/or Subcontractors

- 19.1 Associates & Subcontractors.** District agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the District, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. District agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the District, only after District has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to

the District. If District employs Consultant's associates and or subcontractor through another temporary service or staffing agency, District agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant.

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. Escalera
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By Robert Tafoya

CONSULTANT:

MV Cheng & Associates, Inc.

By 

Name Misty V. Cheng

Its President & CEO

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 5th day of November, 2018 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 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:

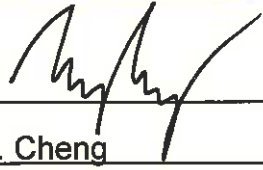
**WEST VALLEY WATER DISTRICT,
a public agency of the State of California**


Clarence C. Mansell Jr., Interim General
Manager


Crystal L. Escalera, Board Secretary

CONSULTANT:

MV Cheng & Associates, Inc.

By 
Name Misty V. Cheng
Its President & CEO

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

1. Professional Development Plan for CFO
2. Managerial Audit of Financial Department Operations
3. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

- \$12,000 flat fee for the project. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.
- Consultation fee of \$125 per hour to be assessed for advisory services as needed, if past two weeks after the completion of the initial assessment report and action plan.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Start date is November 5th, 2018.

To be completed by Dec. 30, 2018.

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:

Misty V. Cheng

Shamindra Manbaha

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 MV Cheng & Associates, Inc. (“Consultant”).

RECITALS

- A. On or about November 5th, 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:

MV Cheng & Associates, Inc._____

By_____

Name Misty V. Cheng_____

Its President & CEO_____

By_____

Name_____

Its_____

EXHIBIT "1"
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

1. Perform detailed review of finance and purchasing division operations and workflow processes.
2. Preparation of Policies/Procedures Manual and Desk Procedures Manual to improve processes and internal controls.
3. Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale.
4. Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls.
5. Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit.

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

\$125 per hour-Misty V. Cheng

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

Start date is March 7th, 2019.

Work to be performed at the direction of the General Manager and completed as soon as practicable.

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:

Misty V. Cheng

Task 2



February 13, 2018

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

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a finance advisory consultant for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate to perform the assessment. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$125 per hour-Misty V. Cheng-23 years of municipal experience including Finance Director, Finance and Administrative Services Director, Accountant, Auditor, Consultant.

Scope of work to include:

- Perform detailed review of finance and purchasing division operations and workflow processes
- Preparation of Policies/Procedures Manual or Desk Procedures Manual to improve processes, improve internal controls

- Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale
- Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls
- Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 3 FOR MV CHENG & ASSOCIATES, INC.

DISCUSSION:

RAMS was retained by the District in 2017 as independent financial auditors and have recently completed the June 30, 2018 CAFR. On February 7, 2019 the Board voted to have RAMS complete a mid-year audit. The services of MV Cheng are required to prepare the necessary schedules needed for the interim audit for the period of July 1, 2018 – January 31, 2019 and any related reconciliations or work needed for commencement of the interim audit. Board approval of this Staff Report for Task Order #3 will allow MV Cheng to perform the additional scope of work. It will also: allow the General Manager to identify and transfer funds for the activity; and, place a limit of \$50,000 in expenditures unless prior approval is provided by the Board. Exhibit A is attached hereto and provides a copy of the existing agreement with the proposed Task Order #3 incorporated.

FISCAL IMPACT:

There is no change in fiscal impact because funding will be identified within the FY 2018-19 Budget. The cost of Task Order #3 will not exceed \$50,000 without prior Board approval.

STAFF RECOMMENDATION:

That the Board of Directors authorize the General Manager to identify funds and amend the FY 2018-19 Budget and to approve the execution of Task Order #3 to amend the existing agreement with MV Cheng & Associates, Inc.

Respectfully Submitted,

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

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. PSA for Non Engineering Rev._Misty V. Cheng_Adding Task Order No 1-3_ Wi...

Exhibit A



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

MV Cheng & Associates, Inc.

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 5th day of November, 2018 ("Effective Date") is by and between West Valley Water District ("District") and MV Cheng & Associates, 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: MV Cheng & Associates, Inc.
925-963-9996
www.mcvhengassociates.com
102 W. 24th Street
Upland, CA 91784

- 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.

Section 19. Hiring of Consultant's Associates and/or Subcontractors

- 19.1 Associates & Subcontractors.** District agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the District, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. District agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the District, only after District has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to

the District. If District employs Consultant's associates and or subcontractor through another temporary service or staffing agency, District agrees to pay a fee of 10% of the associate and/or sub contractor's annualized wages based on the hourly rate charged, to Consultant.

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. Escalera
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By Robert Tafoya

CONSULTANT:

MV Cheng & Associates, Inc.

By 

Name Misty V. Cheng

Its President & CEO

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 5th day of November, 2018 by and between West Valley Water District, a public agency of the State of California ("District") and MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 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:

MV Cheng & Associates, Inc.

By 
Name Misty V. Cheng
Its President & CEO

By _____
Name _____
Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

1. Professional Development Plan for CFO
2. Managerial Audit of Financial Department Operations
3. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

- \$12,000 flat fee for the project. Project to include interviewing approximately 10 finance staff, general manager, review of policies/procedures, desk procedures, preparing report of findings and recommendation.
- Consultation fee of \$125 per hour to be assessed for advisory services as needed, if past two weeks after the completion of the initial assessment report and action plan.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Start date is November 5th, 2018.

To be completed by Dec. 30, 2018.

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:

Misty V. Cheng

Shamindra Manbaha

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 MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 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:

MV Cheng & Associates, Inc.

By _____

Name Misty V. Cheng

Its President & CEO

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

1. Perform detailed review of finance and purchasing division operations and workflow processes.
2. Preparation of Policies/Procedures Manual and Desk Procedures Manual to improve processes and internal controls.
3. Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale.
4. Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls.
5. Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit.

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

\$125 per hour-Misty V. Cheng

EXHIBIT "3"
TO
TASK ORDER NO. 2

SCHEDULE

Start date is March 11th, 2019.

Work to be performed at the direction of the General Manager and completed as soon as practicable.

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:

Misty V. Cheng

TASK ORDER NO. 3

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 MV Cheng & Associates, Inc. ("Consultant").

RECITALS

- A. On or about November 5th, 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:

MV Cheng & Associates, Inc.

By _____

Name Misty V. Cheng

Its President & CEO

By _____

Name _____

Its _____

EXHIBIT "1"
TO
TASK ORDER NO. 3

SCOPE OF SERVICES

Prepare the necessary schedules (PBC Schedules) needed for the interim audit for the period, July 1, 2018-January 31, 2019 and any related reconciliations or work needed for commencement of the interim audit.

EXHIBIT "2"
TO
TASK ORDER NO. 3

COMPENSATION

Misty V. Cheng at the rate of \$125 per hour. Senior Accountant at the rate of \$75 per hour. Not to exceed \$50,000 without prior Board approval.

EXHIBIT "3"
TO
TASK ORDER NO. 3

SCHEDULE

Start date is March 11th, 2019.

Work to be performed at the direction of the General Manager and completed as soon as practicable.

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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:

Misty V. Cheng

Senior Accountant



TASK #2

February 13, 2018

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

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a finance advisory consultant for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate to perform the assessment. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$125 per hour-Misty V. Cheng-23 years of municipal experience including Finance Director, Finance and Administrative Services Director, Accountant, Auditor, Consultant.

Scope of work to include:

- Perform detailed review of finance and purchasing division operations and workflow processes
- Preparation of Policies/Procedures Manual or Desk Procedures Manual to improve processes, improve internal controls

- Assist in training/mentoring staff to improve employee efficiency, effectiveness and morale
- Assist in implementation of various finance or purchasing related projects as assigned by the General Manager or his designee to improve operations or internal controls
- Work in conjunction with independent auditor, RAMS, on Agreed Upon Procedures and/or forensic audit

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO

**TASK #3**

February 21, 2018

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

Dear Mr. Mansell:

Please accept this letter as MV Cheng & Associates Inc.'s proposal to your request for a temporary Senior Accountant for the West Valley Water District.

My firm, MV Cheng & Associates Inc., operates as an incorporated business within the State of California, with my associates being sub-contractors of the firm. Having over 20 years of experience in municipal auditing, accounting, and finance in several cities, large and small, has allowed me to be able to lend my expertise as a finance director to cities in need of financial help. I have served as Director of Finance and Director of Finance and Administrative Services for several cities. Most recently, I served as the Contract Finance Director for the City of Adelanto. In addition to the cities I serve personally, my sub-contractors have worked in several cities on short and long term assignments ranging from Payroll Technician, Accountant, Senior Accountant, Accounting Manager and Finance Director as well as serving on a long term basis as contract staff. Myself, as well as all of my sub-contractors are former employees of municipal government agencies. We bring a wealth of knowledge and expertise to our city clients, with a level of professionalism and understanding of the culture of the political and city office environments.

With respect to the accounting services requested, I will be presenting one candidate. Below is a brief synopsis and the rate. Please refer to the resume attached for more details.

- \$75 per hour-Mike Blazenski-24 years of municipal experience including Finance Director, Assistant Finance Director, Treasurer, Consultant.

Scope of work to include:

- Prepare the necessary schedules (PBC schedules) needed for the interim audit for the period, July 1, 2018-January 31, 2019 and any related reconciliations or work needed for commencement of the interim audit.

MV Cheng & Associates Inc., is a unique firm in that it employs predominantly only former city/special district employees to work as sub-contractors in various cities on either a temporary/interim basis to long term contract staff. We bring a wealth of municipal knowledge and expertise in financial accounting that only city employees possess, yet we are consultants that can fill a void or bring change and improvement to a city's finance department. The goal of MV Cheng & Associates Inc. is not to make a huge profit, but to help cities with their needs in the finance department at competitive rates. Thus, **MV Cheng & Associates Inc.** are **Municipal Value Consultants!**

Thank you for taking the time to consider my proposal for accounting assistance for your District. Should you have any further questions, please do not hesitate to contact me at (925) 963-9996 or email me at: mcheng@mvchengassociates.com

Sincerely,

Misty V. Cheng
President & CEO



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER SOLE SOURCE PURCHASING OF ROTORK ACTUATORS
 AND PLANT VALVES FOR THE OLIVER P. ROEMER WATER
 TREATMENT FACILITY

BACKGROUND:

The Oliver P. Roemer Water Treatment (Roemer) Plant provides high quality drinking water and is the major source of the District's domestic water supply in the northern system. This 14.4-million-gallon-a-day surface water treatment plant is operated primarily through a sophisticated computer technology, the Supervisory Control and Data Acquisition (SCADA) system, which automates the water treatment processes. The automatic process includes remotely controlling the electronic valve actuators, which remotely operate associated valves, controlling water flows within the plant. District staff has identified a number of deteriorated and inoperable actuators and valves in need of replacement. As part of the scope for this project, a total of six (6) aging valves and associated actuators will be replaced. The overall goals of this project are to improve water treatment plant reliability and uptime and to increase the longevity of the water system assets.

DISCUSSION:

The actuators being replaced are 25 years old, and they are pneumatic double acting piston actuators. The newest rotary vane actuators exceed all other types of ¼ turn actuators including double acting piston in control, repeatability, and longevity. With the fluid rotary motion of these rotary actuators, District staff will be able to control plant flows more precisely with less power consumption, maintenance, and repair. There are two major manufacturers of this type of actuator, Rotork and Kinetrol. District staff researched both products and found that the Rotork actuator is a more robust, efficient product with thicker casings, less voids, lack of plastic internal parts, and fully complies with American Water Works Association (AWWA) C540, Standard for Power-Actuating Devices for Valves and Slide Gates. Rotork offers a 3-year full warranty and is manufactured in the USA. Kinetrol offers a 1-year warranty and is manufactured in the Great Britain.

Southwest Valve & Equipment is Rotork's exclusive representative for K-Tork Pneumatic Actuators in Southern California. The purchase of Rotork actuators and plant valves with mounting adapter without formal competitive bidding will be in the best interests of the District. Attached as **Exhibit A** is the Sole Source Justification Form.

Below is a summary of the product information.

Southwest Valve & Equipment		
Quantity	Description	Cost
6	Rotork's K-Tork Pneumatic Actuator	\$63,570.00
6	12-inch Plant Valve with Mounting Adapter that connects to the Actuator	
Sales Tax 7.75%		\$4,926.68
Total		\$68,496.68

FISCAL IMPACT:

This item is included in the Fiscal Year 2018/19 Operating Budget and will be funded from account number 011-5390-532.43-05 titled "Repair & Maintenance/Structures/Facility" with a budget of \$163,000.00.

STAFF RECOMMENDATION:

The Engineering and Planning Committee recommends approving the purchase of Rotork Actuators and Plant Valves in the amount of \$68,496.68 from Southwest Valve & Equipment.

Respectfully Submitted,



Clarence Mansell Jr., General Manager

CM;jc

ATTACHMENT(S):

1. Exhibit A - Sole Source Justification Form
2. Exhibit B - Sole Authorized Manufacturer and Direct Distributor Letter
3. Exhibit C - Pricing Quotation
4. Exhibit D - Vane Actuator Comparison

MEETING HISTORY:

02/13/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A

Sole Source Justification

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

These goods are necessary to safely and efficiently operate the Oliver P. Roemer Water Treatment Plant. The older actuators are 25 years old and are in poor condition. These actuators are not capable of being automated into the most complex Supervisor Control and Data Acquisition (SCADA) systems.

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

This product is a newer technology that was not around when the plant was engineered. They have been used in water systems for the past twenty years and are now the industry standard in modulating pneumatic flow control. West Valley Water District has started to utilize Rotrok's actuators in 2017.

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

Yes, other types of actuators were considered but did not meet our continuous duty needs. Other rotary vane manufacturers were considered as well but did not have the quality or warranty that Rotrok provides.

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

This is a sole source product and is only purchased on the west coast through Southwest Valve Company. We have lumped the valves into a larger order so that we could get a better price through quantity.

5. Why is price fair and reasonable?

This actuator is among the most robust and reliable in the market and we are getting it at a competitive price.

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

The District has started to utilize Rotrok's actuators in 2017. If Rotrok's actuators are not selected, a lesser grade product that is less reliable would cause more plant or process shutdowns for repairs.

Recommendation:

Supervisor/Department Head Signature: Joanne Chan

Date: 8/16/2018

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: Clarence C. Mansell, Jr.

Date: 08/21/18

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

Sole Source Justification

Architectural Services for Customer Service and Administration Foyer Renovations

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

These goods are necessary to safely and efficiently operate our Roemer Water Treatment Plant. They are to replace aging equipment and they also are capable of being automated into the most complex SCADA systems.

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

This product is a newer technology that was not around when the plant was engineered. They have been used in water systems for the past twenty years and are now the industry standard in modulating pneumatic flow control.

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

Yes. Other types of actuators were considered but did not meet our continuous duty needs. Other rotary vane manufacturers were considered as well but did not have the quality or warranty that this provides.

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

This is a sole source product and is only purchased on the west coast through Southwest Valve Company. We have lumped the valves into a larger order so that we could get a better price through quantity.

5. Why is price fair and reasonable?

This actuator is among the most robust and reliable in the market and we are getting it at a competitive price.

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

We would allow competitors with a lesser grade product compete, which in turn would give us a less reliable product that controls the heart of the treatment plant.

Recommendation:

Supervisor/Department Head Signature: Joanne Chan Date: 12-18-2017

Supervisor/Department Head Print Name: Joanne Chan

General Manager Signature: [Signature] Date: 12-18-17

General Manager Print Name: Robert Christman

EXHIBIT B

To: Joanne Chan
Operations Manager. West Valley Water District

Subject: K-Tork Representation in Southern California

08/16/2018

Rotork Controls, Inc.
1460 Cader Lane, Suite A
Petaluma, CA 94954
tel: +1 707 769 4880
fax: +1 866 269 9577
www.rotork.com
info@rotork.com

Dear Joanne,

This letter is to confirm that as of today, Southwest Valves and Equipment www.southwestvalve.com is Rotork's exclusive representative for K-Tork Pneumatic Vane Actuators in Southern California Counties, including West Valley Water District.

Best Wishes,

Adam Moe Tahhan

Rotork West Coast General Manager

EXHIBIT C



Manufacturers Representatives

2.10.c

QUOTE

Southwest Valve

14081 Yorba Street #109
 Tustin, Ca. 92675
 Ph. 714-832-1090 F 714-832-1091
tim@southwestvalve.com

QUOTE NO. : T2-619-4
DATE : January 6, 2019
CUSTOMER ID : WVWD
LEAD TIME : ARO

TO: WVWD
Attn: Ben

JOB	SHIPPING TERMS	FREIGHT TERMS	PAYMENT TERMS	Expires
Plant Valves	FOB: Factory	Pre Pay and Add	Net 30	30 days

ITEM #	QTY	SIZE	DESCRIPTION	UNIT PRICE	LINE TOTAL
01	6	12"	Pratt 2FII 150# Butterfly Valve With Ktork Moduelating Actuator With 420Ma In/Out	\$10,595.00	\$63,570.00
			City Of Rialto Tax @ 7.75%	\$4,926.68	\$4,926.68

Quotation prepared by: Tim C Tumminia

TOTAL = \$68,496.68

This is a quotation on the goods named, subject to the conditions noted below:

THANK YOU FOR YOUR BUSINESS!

Southwest Valve Terms and Conditions of Quotation

1. Unless stated otherwise, the terms and conditions of the manufacturers listed herein will apply to this quotation
2. All items listed are based on Southwest Valve's interpretation of the requirements in accordance with the plans and specifications. No warranty is made regarding quantities, materials of construction or type of materials quoted.
3. Shipping dates are approximate and are based on dates provided by the manufacturers at time of bid
4. Any materials not specifically quoted are to be supplied by others.
5. Operation, Installation and Maintenance of materials quoted are the responsibility of the owner or contractor
Unless specified otherwise, all actuators will be mounted in the manufacturers facility. Orientation of the actuators in the responsibility of the owner, contractor or client prior to release of material for fabrication.
6. Unless stated otherwise, start-up and training are not included.
7. Unless stated otherwise, sales tax, freight, fees or duties are not included
8. Any attachments or listed documents are considered a part of this quotation
9. We retain the right to modify this quote if any changes are made to the plans and/or specifications. Where materials listed in this quotation differ from the specifications we retain the right to offer a revised quotation.

EXHIBIT D

Vane Actuator Comparison

FEATURE	K-TORK	KINETROL	COMMENTS
Integral NAMUR solenoid mounting pad	Yes	No	Provides user flexibility and eliminates fittings & tubing
Integral NAMUR VDI/VDE 3845 accessory top works mounting pad	Yes	No	Provides user flexibility and use of standard brackets for limit switch and positioner controls
Steel side plates	Yes	No	Longer lasting material
Made in the USA	Yes	No	
Max. Working Pressure Rating	150 PSI	100 PSI	K-TORK meets AWWA C-540 Standards
Output Drive Shaft Construction	High-tensile alloy steel, electroless-nickel plated	Ductile Iron	K-TORK drive shaft suitable for higher torque outputs and enhanced corrosion resistance
Cavities in case half casting	No	Yes	Cavities collect atmospheric liquid ambient corrosives such as caustic wash down
Warranty	3 Years	1 Year	Performance Guarantee

Rotork's K-TORK



KINETROL





**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN AGREEMENT WITH MERLIN JOHNSON
 CONSTRUCTION, INC. FOR WATER VALVE REPLACEMENT
 PROJECT

BACKGROUND:

To ensure water system isolation capability and to facilitate emergency response actions, the District has implemented a proactive Valve Turning & Maintenance Program that requires all distribution system valves, hydrant valves, air relief valves and blow-off valves to be inspected and operated on a regular basis. District staff has identified a number of deteriorated and inoperable valves in need of replacement. As part of the scope for this project, a total of four (4) aging valves, ranging in size from 6 inches up to 8 inches, will be replaced in various locations. The work consists of cutting thru asphalt, excavating, removing the existing valves, installing new valves, backfilling, compaction testing and permanently paving the affected areas. The execution of this project helps to achieve the Valve Turning & Maintenance Program to improve water service reliability and to increase the longevity of the water distribution system.

DISCUSSION:

On January 9, 2019, a Request for Bids (“RFB”) was issued and advertised to prequalified contractors on PlanetBids. Four (4) firms – Merlin Johnson Construction, Inc. (“MJC”), EL-CO Contractors Inc. (“ECC”), TK Construction (“TKC”), and C.P. Construction Co., Inc. (“CPC”) – submitted bids to provide the specified services. Attached as **Exhibit A** is the RFB for Valve Replacement Project. The four bids were as follows:

Merlin Johnson Construction, Inc.	EL-CO Contractors Inc.	TK Construction	C.P. Construction Co., Inc.
\$48,172.00	\$66,500.00	\$78,000.00	\$82,500.00

Based on information received, District staff found the lowest cost bid submitted by Merlin Johnson Construction, Inc. to be in conformance with the requirements of the project. Attached as **Exhibit B** are the bids submitted by MJC, ECC, TKC and CPC.

FISCAL IMPACT:

This item is included in the Fiscal Year 2018/19 Capital Budget and will be funded from project number W19014 titled “Annual R/R – System Valve Replacement”, which has available funds in the

amount of \$150,000.00.

STAFF RECOMMENDATION:

The Engineering and Planning Committee recommends approving an Agreement with Merlin Johnson Construction, Inc. for the Valve Replacement Project.

Respectfully Submitted,



Clarence Mansell Jr., General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - RFB for Valve Replacement Project
2. Exhibit B - MJC Bid, ECC Bid, TKC Bid and CPC Bid

MEETING HISTORY:

02/13/19 Engineering and Planning Committee REFERRED TO BOARD

EXHIBIT A



REQUEST FOR BIDS (RFB) Valve Replacement

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the valve replacement project.

All Bids are to be submitted on Planet Bids. No bids shall be submitted after **4:00 p.m. on Wednesday, January 23, 2019**. Late qualification documents will not be accepted.

During the RFB process, contractors shall direct all questions on Planet Bids. Any other inquiries, requests, addendums will be facilitated solely through Planet Bids. Responses to questions received four (4) days prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFP documents.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT BACKGROUND

To ensure system isolation capability and facilitate emergency response actions, the District has developed a proactive valve maintenance program to inspect and operate distribution and transmission valves, hydrant valves, air valves and blow-off valves on a regular basis. District staff has identified four (4) broken valves that need to be replaced.

The purpose of this RFB is to solicit bids from qualified contractors to remove and replace various sizes of the identified four (4) broken valves throughout the District’s distribution system. The work will consist of cutting thru asphalt, excavating, removing the existing valves, replacing the valves with new valves without damaging the surrounding structures and piping, backfilling, compaction testing and permanently paving the affected areas.

SCHEDULE OF EVENTS

1/9/2019	Issuance of Request for Bids
1/16/2019	Deadline for Written Questions
1/23/2019	Bids Due by 4:00 PM
2/21/2019	District Approval of Contract (est. date)
3/1/2019	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

Although the District is attempting to identify the limits and services required, this should not unnecessarily limit the firm in the development of a scope it believes is necessary to meet the District’s goals and objectives.

The four (4) broken gate valves, ranging in size from 6-inch to 8-inch, are to be replaced with new gate valves. All new valves must meet District Standards and approved by District staff. These valves are located in various pressure zones in the District’s distribution system and in various jurisdictions. The successful contractor shall furnish all labor, materials, valves, transportation, tools, supplies, equipment and appurtenances, and obtain related permits for the satisfactory completion of the valve replacement project.

Below is **Table A** summarizes the size, location and depth of valves to be replaced. Attached as **Exhibit A** is the atlas sheets J-20, J-13, F-37 and B-37 showing the locations.

Table A – Phase I Waterline Valve Replacement

No.	Location of Valve	Location	Size	Type	Atlas Map Loc.	Approximate Depth to Top of Valve
	Broken / Inoperable					
1	Marygold Ave. & Larch Ave. (Valve # 25) on 6” Asbestos Cement Pipe (ACP)	Bloomington	6"	Gate	J-20	23"
2	5 th Street & Cedar Ave. (Hydrant Valve # 12)	Bloomington	6"	Gate	J-13	27"
3	Via Bello Dr. & Live Oak Ave. (Hydrant Valve # 36)	Rialto	6"	Gate	F-37	37"
4	Vista Ln. & Tahan Way (Valve # 46) on 8” Cement Mortar Lined steel pipe (STL CML&C)	Fontana	8"	Gate	B-37	30"

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, and District’s standards for domestic water facilities. Attached as **Exhibit B** is the District Technical Specifications on earthwork, valves, valve boxes and covers, and air valves assemblies.

Contractor shall obtain all required permits such as encroachment, inspection, etc. with the local governing agencies.

Contractor shall obtain a soil compaction report from a soil engineer approved by the District and submit the report to the District.

Contractor shall restore affected area with permanent pavement in conformance with the local

Cities' standards for trench work.

Site protection /cleanup: Contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

Contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

Contractor is responsible for providing and maintaining traffic control at the locations of the work site. Public travel through the work shall be impeded or obstructed as little as possible.

District staff will dewater the lines prior to installation. All valve operations to be conducted by District staff only.

WARRANTY REQUIREMENT

Contractor shall provide a material and workmanship warranty of not less than 18 months.

BID REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the bid.

1. Content & Format

The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors' bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Bids should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Index/Table of Contents.
- Project Approach & Scope of Work
- Statement of Qualifications, Experience, and Reference.
- Costs (not-to-exceed rate)

GENERAL REQUIREMENTS

1. Bids

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the

District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as "construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds." **All bidders or contractors must provide proof of registration with the DIR in their proposals or the bid will be rejected.**

4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code.

5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contracts to the lowest responsive responsible bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

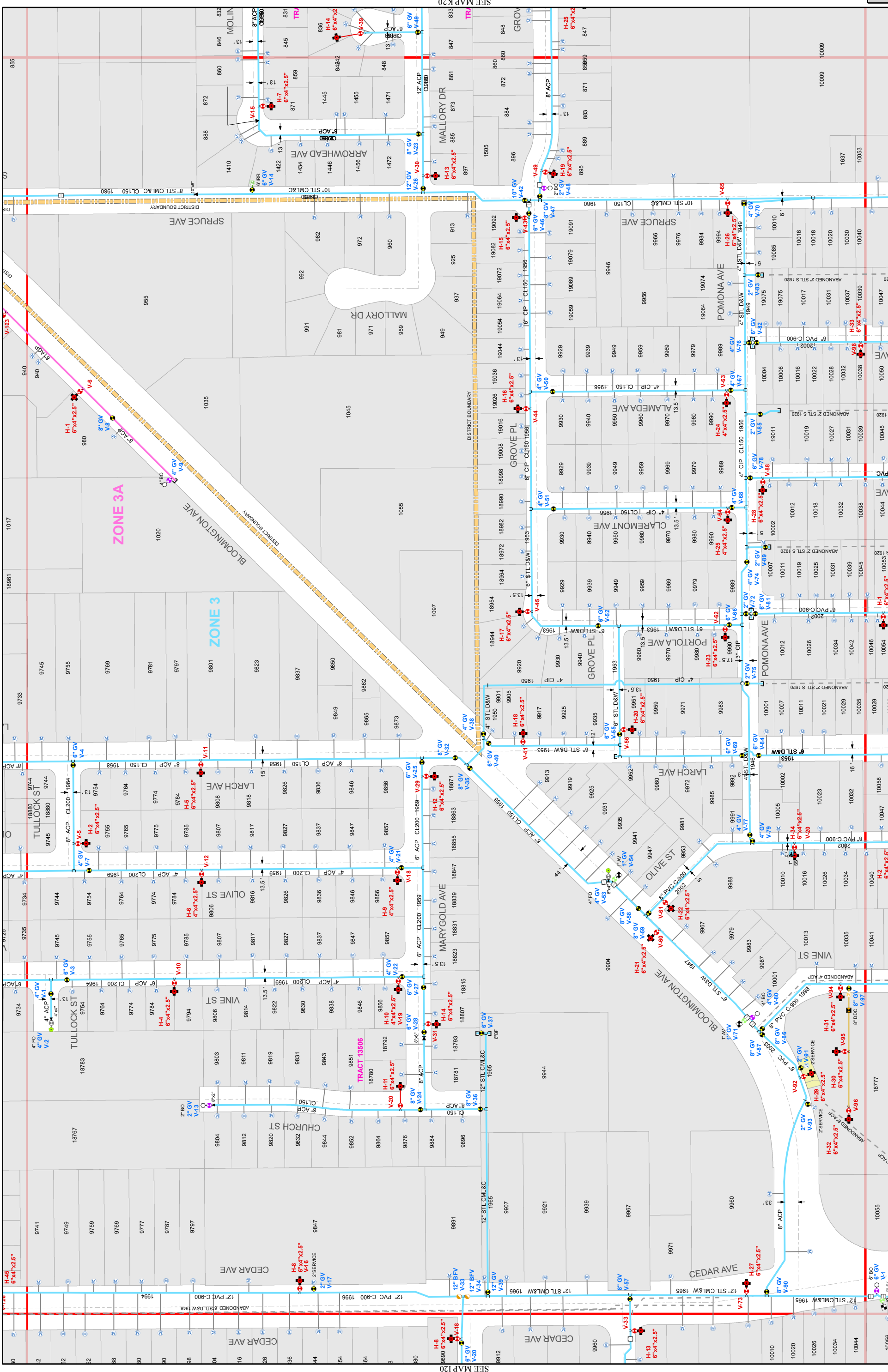
EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon meeting all requirements listed in the scope of work. The district reserves the right to award project to the lowest responsive bidder.

ATTACHMENTS

Attachment A - Atlas Sheets J-20, J-13, F-37 and B-37

ATTACHMENT A



SEE MAP J21

SEE MAP K20

SEE MAP L20

J20

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

March 2018

West Valley Water District

WATER ATLAS

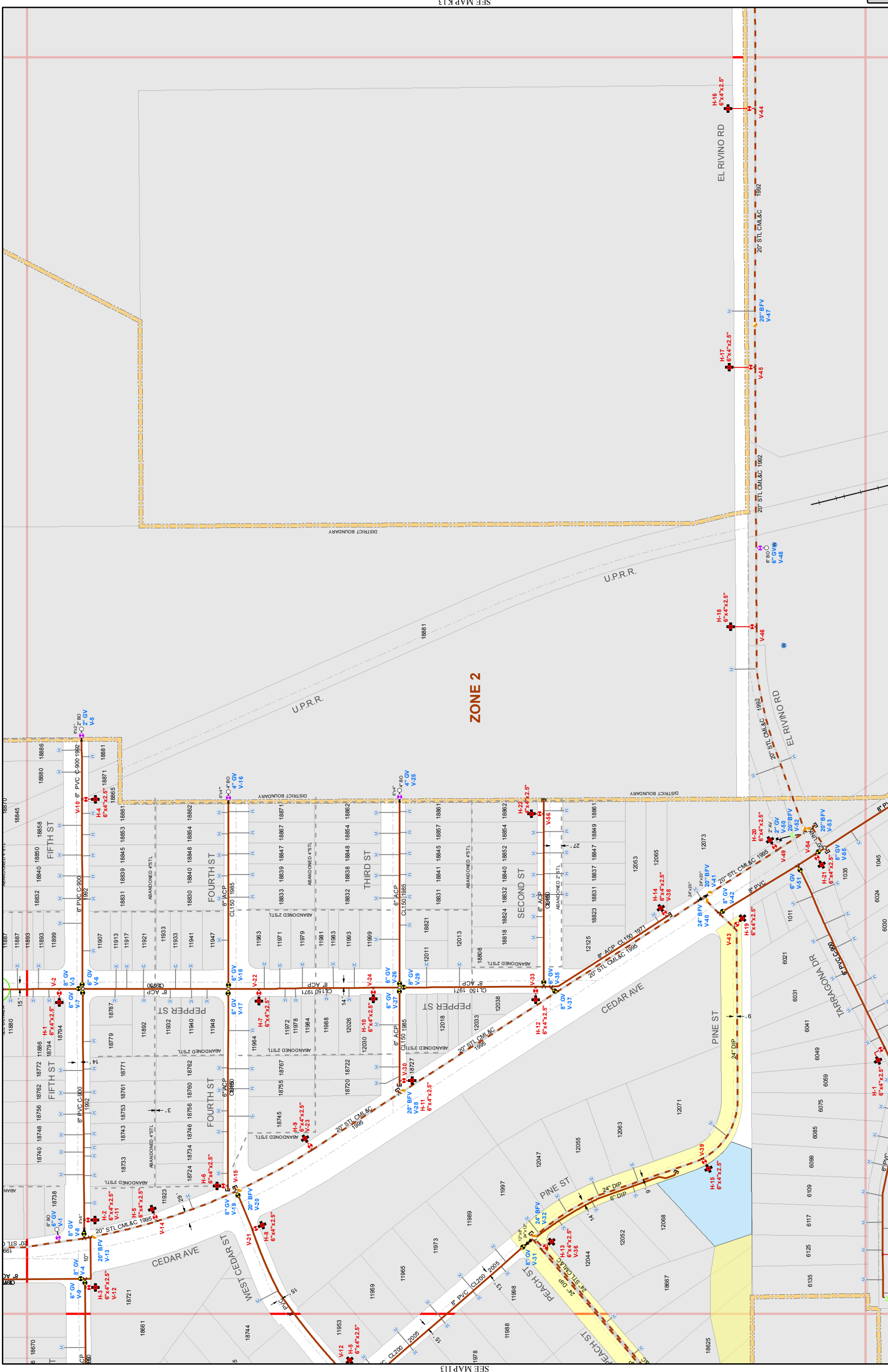
SCALE: 1" = 200'
NOT FOR CONSTRUCTION USE

0 200 400 Feet

J20



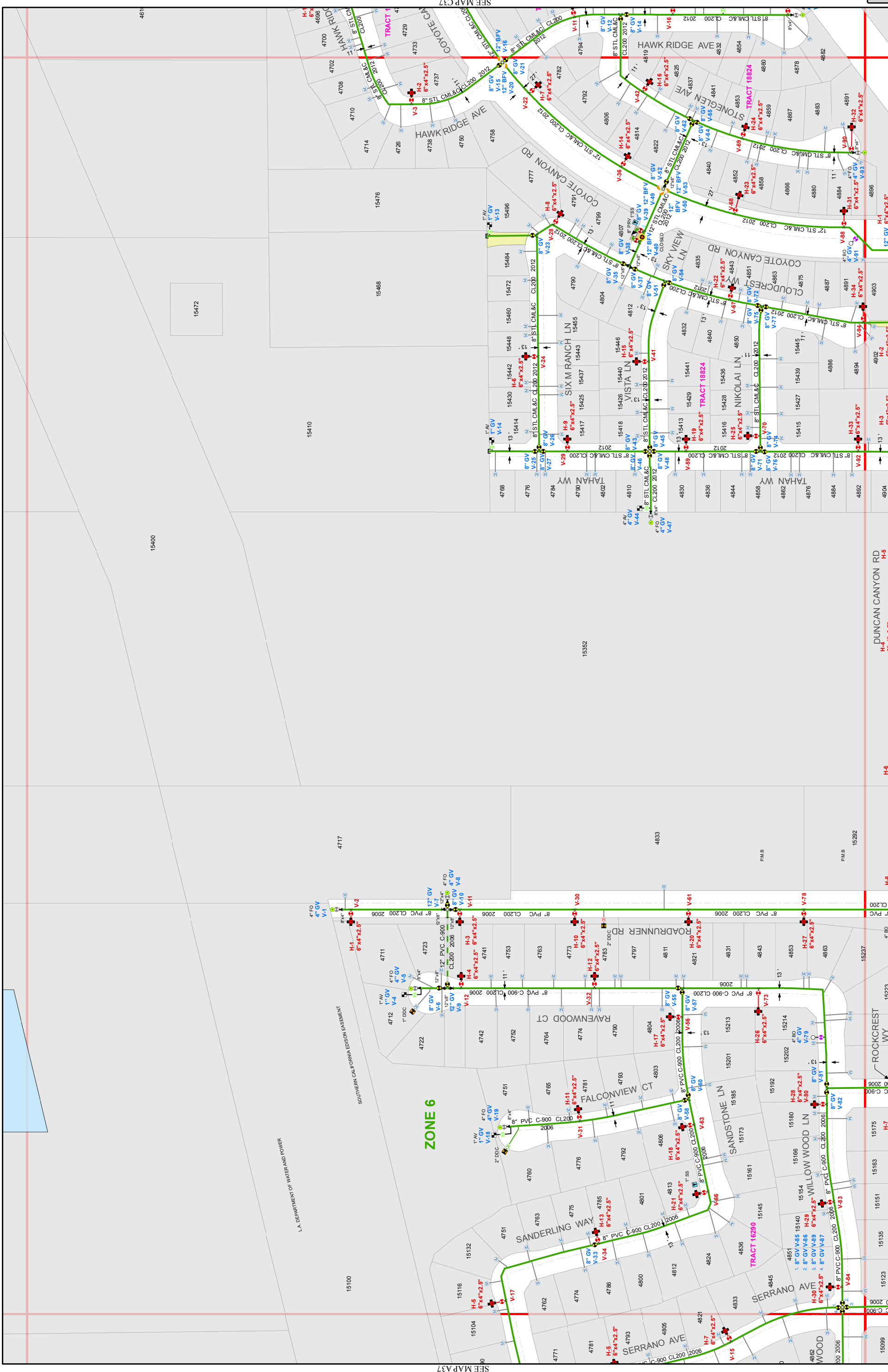
West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. How ever, notification of any errors will be appreciated.



SEE MAP J14

SEE MAP I13

SEE MAP K13



SEE MAP B38

SEE MAP A37

SEE MAP C37

SCALE: 1" = 200'
NOT FOR CONSTRUCTION USE

0 200 400 Feet

WATER ATLAS

West Valley Water District

January 2018

B37

West Valley Water District makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. The District provides this map without any warranty of any kind whatsoever, either express or implied. However, notification of any errors will be appreciated.

EXHIBIT B

Bid Results**Bidder Details**

Vendor Name Merlin Johnson Construction, Inc.
Address P.O. Box 777
Mentone, CA 92359
United States

Respondee Jake Johnson
Respondee Title Vice President
Phone 909-794-7702 Ext.
Email jake.mjc@verizon.net
Vendor Type

Bid Detail

Bid Format Electronic
Submitted January 22, 2019 3:29:50 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 164813
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Bond & Bid	WVWD - Valve Replacement (Bond & Bid).pdf	General Attachment

Line Items**Discount Terms** no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Section 1							
1	Total Cost for Distribution System Valve Replacement	ea	1	\$48,172.0000	\$48,172.0000	\$48,172.0000	
				Subtotal	\$48,172.0000	\$48,172.0000	
				Total	\$48,172.0000	\$48,172.0000	

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Merlin Johnson Construction, Inc., as Principal, and Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the **WEST VALLEY WATER DISTRICT**, as Owner in the penal sum of

Ten percent of the total amount bid by the Principal (10%) for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 18th day of January, 2019 .

This Condition of the above obligation is such that whereas the Principal has submitted to the **WEST VALLEY WATER DISTRICT** a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing for: Valve Replacement - Replace 4 existing valves in various locations throughout the cities of Rialto, Bloomington and Fontana
NOW THEREFORE,

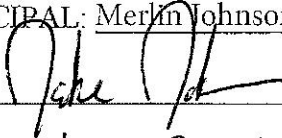
- a. If said Bid shall be rejected, or
- b. If said Bid shall be accepted and the Principal shall execute and deliver, within fifteen (15) days after acceptance, a contract in the form attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his faithful performance of said Contract and for the payment of all persons performing labor or furnishing materials in connection therewith, the required Insurance Certificates, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension. In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Two Witnesses

PRINCIPAL: Merlin Johnson Construction, Inc.

BY 

TITLE Vice President

ATTEST (If Corporation):

By _____

Title _____

(Corporate Seal)

ATTEST:
By  Samantha Orf

Title Attorney-in-Fact

(Corporate Seal)

SURETY: Developers Surety and Indemnity Company

By  Shannon Lopez

Title Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in Section 105 of the California Insurance Code, and if the work or project is finances, in whole or in part, with federal grant or loan funds, must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Developers Surety and Indemnity Company

PO Box 19725, Irvine, CA 92623

(Name and Address of Agent or
representative in California, if
different from above)

Blaine Williamson

Same

(Telephone number of Surety and
Agent or Representative in
California)

800.223.2451

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

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On January 18, 2019 before me Jeannie M. Hall, Notary Public,

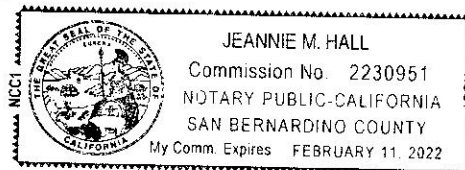
personally appeared Shannon Lopez,

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

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

WITNESS my hand and official seal.

Signature *Jeannie M. Hall* (Seal)



POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

*** George A. DeCristo, Shannon Lopez, Peter M. Davis, Samantha Orf, Epi Carter, Martin M. Davis, Elizabeth D. Kolpien, jointly or severally ***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney,

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Larsdon*
Mark Larsdon, Vice-President



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

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Daniel Young and Mark Larsdon
Name(s) of signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 18th day of January 2019

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



BID

Proposal of Merlin Johnson Construction, Inc
hereinafter called "Bidder", organized and existing under the laws of the State of California, doing
business as (a corporation), (a partnership) or (an individual)

Corporation *
To the WEST VALLEY WATER DISTRICT, hereinafter called "District":

In compliance with your Request for Proposal and Information for Bidders, Bidder hereby
proposes to perform all work for the "Service Lateral Replacement" per attached Proposal in
strict accordance with the Contract Documents, within the time set forth therein, and at the prices
stated herein.

By submission of this Bid, each bidder certifies, and in the case of a joint bid each party thereto
certifies as to his own organization that this Bid has been arrived at independently, without
consultation, communication, or agreement as to any matter relating to this Bid with any other
Bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in
the Notice to Proceed and to fully complete the Project within 30 calendar days thereafter.

Bidder agrees with the District that if the Project is not fully completed within said time, he will
pay as liquidated damages, the sum of \$100 for each consecutive calendar day
, and that this amount shall be presumed to be the amount of damages sustained by District in the
event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the
actual damage.

* Select applicable one

RESPECTFULLY SUBMITTED:

John Johnson
Signature

P.O. Box 77, Mentone CA 92359
Address

Vice President
Title

1/22/19
Date

467356
Contractor's License No.

A
Type of License

33-0074156
Federal I.D. No.

(Seal - if Bid is by a corporation) ATTEST

DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of Section 4100 et. seq., of the Public Contract Code of the State of California, and any amendments thereof, each Bidder shall set forth below, the name and location of the place of business of each subcontractor who will perform work or labor, or render service to the Contractor in an amount in excess of one-half (1/2) of one (1) percent of the total Bid, and the portion of the Work which will be done by each Subcontractor.

If the Contractor fails to specify a Subcontractor for any portion of the Work in excess of one-half (1/2) of one (1) percent of the total Bid to be performed under the Contract, he shall be deemed to have agreed to perform such portions himself and he shall not be permitted to subcontract that portion of the Work except under conditions permitted by law.

Subletting or subcontracting of any portion of the Work as to which no Subcontractor was designated in the original Bid shall only be permitted in case of public emergency or necessity or otherwise permitted by law, and then only after a finding reduced to writing as a public record of the Owner.

<u>Trade</u>	<u>% of Work To Be Done</u>	<u>Subcontractor - Address</u>
Soils Tech	8%	Terricon Consultants Inc 1355 E. Cooley Dr, Ste C, Colton, CA 92324

LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid, completed to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications he will substitute only items of equal quality, durability, functional character and efficiency as determined by the Project Manager. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<u>Item or Material</u>	<u>Manufacturer</u>
Valve	Mueller
FCA	Romas

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Should such change be allowed, there will be no increase in the amount of the Bid originally submitted.

CERTIFICATION

Labor Code - Section 1861

I, the undersigned Bidder, am aware of the provisions of Section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I, will comply with such provisions before commencing the performance of the Work of this Contract.

BIDDER:

Merlin Johnson Construction, Inc
Company Name

Jake Johnson
Signature of Authorized Representative

Jake Johnson
Name (Please Type)

Vice President
Title

**CERTIFICATION OF
NONDISCRIMINATION IN EMPLOYMENT**

The Bidder represents that he has (X), has not () participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 202 of Executive Order 11246; and that he has (X), has not () filed all required compliance reports; and representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

On behalf of the bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regards to ethnic group identification, color, religion, sex, age, or physical or mental disability, or national origin; that all federal, state, and local directives and executives orders regarding non discrimination in employment will be demonstrated positively and aggressively.

BIDDER:

Merlin Johnson Const. Inc
Company Name

Jake Johnson
(Signature)

Jake Johnson
(Type Name)

Vice President
(Title)

CONTRACTOR'S LICENSING STATEMENT

I, the undersigned Contractor, am aware of Business and Profession Code Section 7028.15 and understands the information shown below shall be included with the bid. Any bid not containing this information, or information is subsequently proven to be false shall be considered non-responsive and shall be rejected.

Name of Contractor Merlin Johnson Construction, Inc

Business Address P.O. Box 777

Mentone, CA 92359

Corporation organized under the laws of the State of CA

State License No. 467306

State License Classification A

State License Expiration Date 12/31/2020

I certify under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

SIGNED 

TITLE Vice President

DATE 1/22/19

**NON-COLLUSION AFFIDAVIT
(PUBLIC CONTRACT CODE SECTION
7106)**

This document is to be included, executed, and returned with bid.

Jake Johnson, being first duly sworn, deposes and says that he or she
is Vice President (Title)

of Merlin Johnson Construction, Inc.
(Company Name)

the party making the foregoing Bid; that the Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid Price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder, or to secure any advantage against the public body awarding the Contract or anyone interested in the proposed Contract; that all statements contained in the Bid are true; and, further, that the Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid.

Signed: Jake Johnson
Vice President
Title

Bid Results

4 Bid Results

Bidder Details

Vendor Name EL-CO Contractors Inc.
Address 1995 Nolan St.
 San Bernardino, CA 92407
 United States

Respondee John Wiles
Respondee Title General Manager
Phone 909-887-2610 Ext.
Email jwileselco@verizon.net
Vendor Type CADIR

Bid Detail

Bid Format Electronic
Submitted January 23, 2019 3:05:54 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 164937
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
WVWD General Attachments	WVWD General Attachments.pdf	General Attachment

Line Items

Discount Terms		no discount					
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Section 1							
1	Total Cost for Distribution System Valve Replacement						
		ea	1	\$66,500.0000	\$66,500.0000	\$66,500.0000	
				Subtotal	\$66,500.0000	\$66,500.0000	
				Total	\$66,500.0000	\$66,500.0000	

Bid Results

Bidder Details

Vendor Name TK Construction
Address P.O. Box 9608
 San Bernardino, CA 92427
 United States

Respondee Patricia Kirtley
Respondee Title Secretary/Treasurer
Phone 909-473-8739 Ext.
Email tntkirtley@msn.com
Vendor Type CADIR

Bid Detail

Bid Format Electronic
Submitted January 23, 2019 3:07:54 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 164774
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Forms	Bid Forms (Submitted).pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Discount Terms no discount							
Section 1							
1	Total Cost for Distribution System Valve Replacement	ea	1	\$78,000.0000	\$78,000.0000	\$78,000.0000	
				Subtotal	\$78,000.0000	\$78,000.0000	
				Total	\$78,000.0000	\$78,000.0000	

Bid Results**Bidder Details**

Vendor Name C.P. Construction Co., Inc.
Address P.O. Box 1206
 Ontario, CA 91762
 United States

Respondee Michael Pfister
Respondee Title Secretary/Treasurer
Phone 909-981-1091 Ext.
Email mikep@cpconst.com
Vendor Type CADIR

Bid Detail

Bid Format Electronic
Submitted January 23, 2019 1:39:25 PM (Pacific)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 164916
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
Bid Forms	cpsscanner_20190123_143656.pdf	General Attachment

Line Items**Discount Terms** no discount

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
Section 1							
1	Total Cost for Distribution System Valve Replacement						
		ea	1	\$82,500.0000	\$82,500.0000	\$82,500.0000	
				Subtotal	\$82,500.0000	\$82,500.0000	
				Total	\$82,500.0000	\$82,500.0000	



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER AN AGREEMENT FOR THE TRAILERS WITH PACIFIC MOBILE STRUCTURES FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT CONSTRUCTION

DISCUSSION:

The West Valley Water District (“District”) requested quotes from building manufacturers for two (2) Trailers (“Trailers”) to house the Customer Service Department during the Customer Service Foyer Renovation Project construction. Construction is estimated to take four (4) months. After the renovation is complete the Trailers will be repurposed for office space.

Five (5) firms were asked to submit a quote for the Trailers – Pacific Mobile Structures (“Pacific Mobile”), William Scotsman, Inc. (“WillScot”), Mobile Modular Management Corporation (“Mobile Modular”), Accelerated Modular Concepts, Inc. (“Accelerated Modular”), and Silver Creek Industries, Inc. (“Silver Creek”).

The five (5) quotes are summarized below:

Firm	Quote	Delivery Date
Pacific Mobile	\$149,037.51	3 Weeks
WillScot	\$140,4963.38	3 Months
Mobile Modular	Incomplete Quote	-
Accelerated Modular	Units Not Available	-
Silver Creek	No Quote	-

Based on the results, Pacific Mobile Structures was determined to provide the best value for the District’s needs. Attached as **Exhibit A** is the quote submitted by Pacific Mobile Structures. The 12’x32’ and 12’x60’ Trailers Layout is attached as **Exhibit B**. Attached as **Exhibit C** is the Trailer Location During Construction Exhibit.

FISCAL IMPACT:

The cost for the Trailers as proposed by Pacific Mobile Structures is \$149,037.51. This item was not included in the Fiscal Year 2018/2019 Capital Improvement Budget. The District’s budget has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2018/2019 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
W18028 FBR Offices Construction	\$72,278.00	\$0.00	(\$69,037.51)	\$3,240.49
W19018 Accounting Offices	\$80,000.00	\$0.000	(\$80,000.00)	\$0.00
Trailer Purchase	\$0.00	\$149,037.51	\$149,037.51	\$0.00

STAFF RECOMMENDATION:

It is recommended that the Board of Directors approve the purchase of two (2) trailers from Pacific Mobile Structures in the amount of \$149,037.51.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

RMG:ce

ATTACHMENT(S):

1. Exhibit A - Quote Submitted by Pacific Mobile Structures
2. Exhibit B - Trailers Layout Exhibit
3. Exhibit C - Trailers Location Exhibit

EXHIBIT A



February 15, 2019

West Valley Water District

RE: Rialto, CA

Rosa Gutierrez:

Pacific Mobile Structures is excited to work with you on your upcoming project.

Within our proposal you may find the following information:

- Project Estimate
- Exception and clarifications

Thank you for your consideration. If you are to have any questions at all please contact me at (951) 784-8990 or via email at michael.thompson@pacificmobile.com.

Sincerely,

Michael Thompson
Branch Manager
(951) 784-8990

Project quotation #Q002731



Date: 2/20/19

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

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

Michael Thompson
Cell:
Direct: 951.816.0977

Project Description:

Item No.	Description	Qty	Price	Tax	Total
13-102	12x60 Mobile Office	1	\$57,846.00	\$4,483.07	\$62,329.07
13-102	12x32 Mobile Office	1	\$28,922.00	\$2,241.46	\$31,163.46
02-330	117 LF Int. Wall L&M	117	\$91.00	\$825.15	\$11,472.15
02-330	(11) 4030 Windows - Per Plan	11	\$565.00	\$481.67	\$6,696.67
02-330	(2) Ticket Windows	2	\$2,931.00	\$454.31	\$6,316.31
02-330	Close up existing doors. Add (1) Door	1	\$1,849.00	\$143.30	\$1,992.30
02-330	Building Pass-Thru	1	\$2,200.00	\$170.50	\$2,370.50
02-330	Paint Exterior - Tan	1	\$783.00	\$60.69	\$843.69
01-940	Transportation	2	\$497.00	\$77.04	\$1,071.04
02-130	Steel Pier Foundation Material	48	\$18.00	\$66.96	\$930.96
02-140	Block & Level	2	\$750.00	\$0.00	\$1,500.00
02-140	Axle, Hitch, Tire Removal	1	\$1,240.00	\$0.00	\$1,240.00
02-140	Tie-down - Provide & Install	24	\$75.00	\$0.00	\$1,800.00
06-140	Skirting -Provide and Install	232	\$22.00	\$0.00	\$5,104.00
05-130	ADA Ramp	1	\$9,953.00	\$771.36	\$10,724.36
05-140	Deliver & Install ADA Ramp	1	\$816.00	\$0.00	\$816.00
01-440	Engineering - (Foundation, Ramp)	1	\$1,532.00	\$0.00	\$1,532.00
01-160	Estimated Registration, License, Title Fee	1	\$650.00	\$0.00	\$650.00
01-150	Rolling Units into place	1	\$485.00	\$0.00	\$485.00
				Sub Total	\$139,262.00
				Sales Tax	\$9,775.51
				Total Due	\$149,037.51

The quotation is good for 30 days and is limited to availability of stock on hand. Please schedule as soon as possible to secure your preferred delivery date. By signing below the Customer named below agrees to the conditions outlined in Pacific Mobile's Terms and Conditions.

Exceptions / Clarifications:

- Standard wages included, prevailing wages optional if required.
- Performance & payment bonds not included.
- Obtaining required County/City building permits, fees, and inspections not included.
- Customer site must be dry, compacted, level, and accessible by normal truck delivery.
- All costs to skate manually, crane, or forklift the building into position would be an additional cost.
- Delivery does not include any special delivery permits, pilot cars, police escorts, or flagman.
- Any special site required escorts, safety meetings, or other site related down-time would be an additional cost.
- Extra trip charges may incur if customer decides to stop work on site.
- Modular building does not include any fire rating, alarm, detector, or sprinkler system.
- Site improvements not included (fence, landscape, sidewalk, parking, lighting, etc.).
- Site survey or soils testing not included.
- Preparation of modular building pad not included (Minimum of 1,500 PSF required, and +/- 6" grade difference assumed).
- Any special site testing requirements would be an additional cost.
- All utility connections to modular building are not included. (Electrical, water, sewer, etc.).
- All horizontal sewer lines under modular building floor not included.
- All low voltage wiring, devises, panels, and monitoring not included.
- Site security, temporary toilets, or garbage dumpsters not included.
- Proper site drainage or SWPPP plan not included.
- Ramping assumes the ramped door can be set at 36" above grade, and entrance to ramp is 36" grade difference from threshold.
- ADA ramp final transition to grade not included.
- Quote good for 30-days

Customer Authorized Representative Initials



CUSTOMER INFORMATION FORM

Billing Address:
Billing Phone #

Purchase Order #
Billing Contact Name:
Billing Contact Email:
Billing Fax #

DELIVERY INFORMATION

Preferred Delivery Date AM PM

Job/Site Name
Address
Contact
Cell #
Alt Phone #

Special Driving Instructions:

Site Condition (Circle One)
Dirt/Grass Asphalt Concrete Gravel
Other

Site Condition (Circle one)
Level Unlevel

Site is accessible for standard Delivery? Yes No
(must have 14' Clearance for standard buildings)
If no, explain:

If Unlevel , Explain

Will we need to roll the building sideways or nose it into
correct position at site?
Yes No

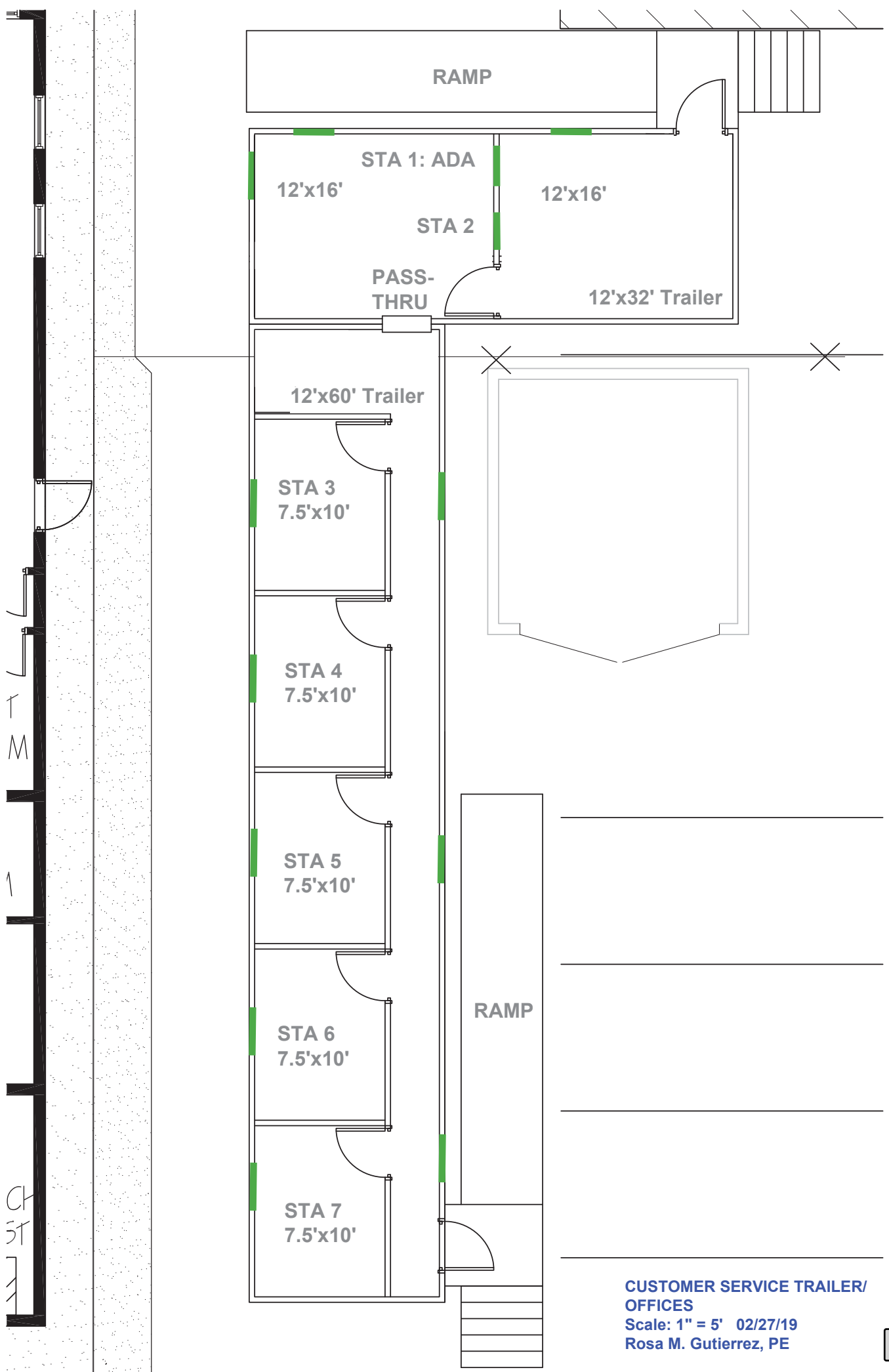
If yes, explain

Set-Up on unlevelled site(s), rolling, tie downs or skirting which includes
additional labor and/or material will be an additional charge to lessee.

Optional (Additional charges will apply)

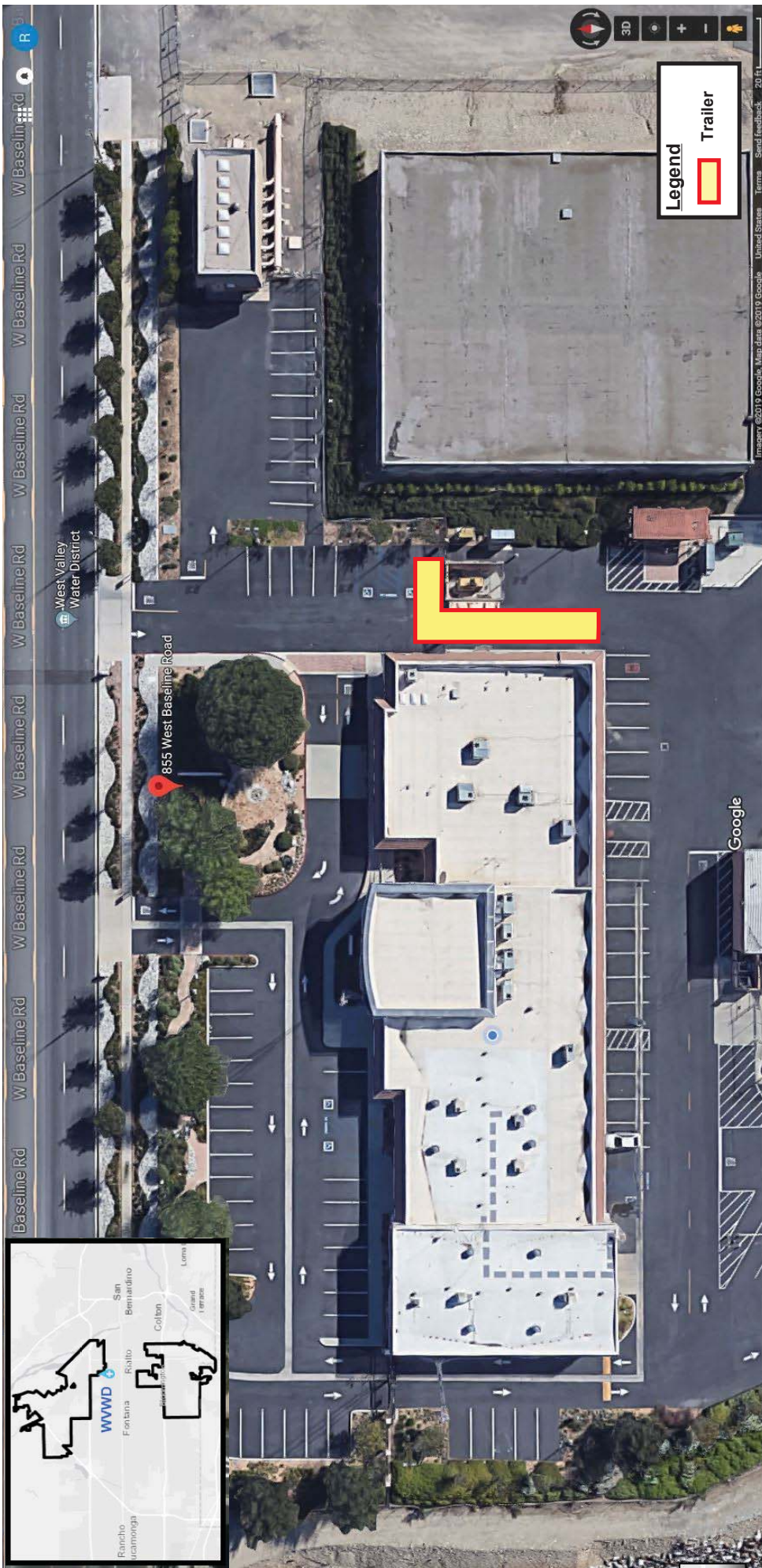
Table with 6 columns: Item, Yes, No, Item, Ask for \$, Y, Qty. Rows include Ramp, Security Bars, Door Bars, Desk, Rolling Chair, Folding Chair, Folding Table, File Cabinet 2 Drawer, File Cabinet 4 Drawer, Plan Table.

EXHIBIT B



**CUSTOMER SERVICE TRAILER/
OFFICES**
 Scale: 1" = 5' 02/27/19
 Rosa M. Gutierrez, PE

EXHIBIT C



**Customer Service Foyer Renovation Project
Location for Trailers During Construction**

Date: 02/27/19

Rosa M. Gutierrez, P.E.





Tafoya & Garcia LLP

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

Statement No.: 18-1012

Date: December 2018

Billing Period: December 1, 2018-December 31, 2018

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

PROFESSIONAL SERVICES

Total Fees for December 2018:	\$ 29,783.00
Total Costs:	\$ <u>140.20</u>
December 2018 Total:	\$ 29,923.20



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: March 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: REQUEST TO RECLASSIFY DISTRICT ENGINEER TO ASSISTANT
GENERAL MANAGER (CAPITAL IMPROVEMENT PROGRAM)

BACKGROUND:

The Fiscal Year 2018-19 Budget includes the position of District Engineer. The position has remained vacant because funding for the position was used by Board action to offset expenses for other budgetary needs. However, the organizational assessment of the Engineering Department completed by Neil Clifton and Associates recommends that the position be filled and that the job title is changed to enhance the potential for recruiting the high level and experienced employee the District needs to oversee the complex \$16 million and growing Capital Improvement Program (CIP).

DISCUSSION:

The majority of projects funded in the current CIP budget will not be started this year despite the urgent necessity to execute them immediately to keep the District's facilities in a good state of repair to maintain a safe and reliable water service. There is a very high probability that system failures will occur and result in service interruptions if the current and growing list of CIP projects are not executed without further delay. There is an urgent and non-deferrable need to staff the Engineering Department with additional experienced professional engineers and an experienced and high level CIP manager. The request to create new engineering positions is addressed in the FY 2018-19 midyear budget review. Hiring a leader for the CIP can be accomplished now because the position exists in the current budget and can be funded with salary savings accumulated from vacant positions.

FISCAL IMPACT:

The current salary for District Engineer is Range 124 (\$101,067 - \$165,818) and the current salary for Assistant General Manager is Range 130 (\$135,450 - \$222,227). Changing the title and the associated salary may result in a small increase in salary expense depending upon the candidate selected for the position.

STAFF RECOMMENDATION:

That the Board of Directors approve the job title change and associated salary range change of District Engineer to Assistant General Manager (Capital Improvement Program) and authorizes the General Manager to execute a recruitment process to identify and select a candidate to fill the position.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:ce

RETAINER AGREEMENT

WEST VALLEY WATER DISTRICT ("CLIENT") hereby retains THE KAUFMAN LAW FIRM, APC, ("THE FIRM") to represent the CLIENT in conjunction with an investigative claim RE: Clifford Young. The terms of this Agreement shall be applicable to other legal matters handled by THE FIRM on behalf of the CLIENT.

FEES: THE FIRM shall charge CLIENT a discounted rate of \$350.00 for all of its lawyers. Our services and cost disbursements are billed on a monthly basis at the end of each month and are payable at that time by the CLIENT. Our services and cost disbursements are billed on a monthly basis at the end of each month in increments of .20 (or two-tenths of an hour) and are payable upon receipt by CLIENT. This Agreement shall cover all work done by THE FIRM on behalf of CLIENT, even if said work pre-dates the execution of this document.

RETAINER: A retainer is waived.

COSTS: In addition to the foregoing fees, THE FIRM will incur various costs and expenses in performing legal services under this Agreement. CLIENT shall be fully responsible for, and agrees to pay any costs, expenses and disbursements paid or owed by CLIENT in handling this matter. CLIENT will reimburse any costs expended or advanced by THE FIRM, including but not limited to: costs of investigators, expert witness and consultant fees who may be employed at the discretion of THE FIRM, court filing fees, deposition fees, court reporter fees, videographer fees, travel expenses, in-house black and white photocopying costs at \$0.25 per page, in-house color photocopying costs at \$1.00 per page, outsourced photocopying costs, long distance telephone expenses, in-house facsimile expenses at \$1.00 per page, contract employee fees, automobile mileage at \$.55 per mile, parking costs, jury fees, service of process charges, messenger and other delivery fees, transportation, meals and hotel costs, professional mediator, arbitrator and/or special master fees and similar items; and any other costs incurred in furtherance of CLIENT'S case. THE FIRM has authority to incur whatever costs it believes are in the best interest of advancing CLIENT'S case, and CLIENT acknowledges that it fully understands this authority. Costs shall be presented to CLIENT at CLIENT'S request and shall also be presented to CLIENT at the conclusion of the case. Costs are due at the end of THE FIRM'S representation of CLIENT or at the end of the matter, whichever occurs first. Any monetary sanctions awarded in the case, shall belong to THE FIRM.

If an award of fees and/or costs is sought on CLIENT'S behalf in this action, CLIENT understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover. However, such an award does not determine what fees and/or costs THE FIRM is entitled to charge CLIENT. CLIENT agrees that whether or not attorney's fees and/or costs are awarded by the court or arbitrator in CLIENT'S case, CLIENT will remain responsible for the payment, in full, of all attorneys' fees and costs in accordance with this Agreement. Additionally, CLIENT understands that if CLIENT'S case proceeds to court action or arbitration, CLIENT may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of CLIENT.

CLIENT: understands and agrees that a further deposit for costs may be required before any expenditure is made by THE FIRM. For instance, in the event of arbitration, CLIENT agrees to pay

for all arbitration fees and costs up front. At least 45 days in advance of trial or arbitration, CLIENT agrees to provide an advance of costs, typically in the minimum amount of \$7,500.00 or more, depending on the length and scope of the proceeding, all of which is determined at THE FIRM'S discretion. In advance of depositions, CLIENT agrees to advance all deposition costs, including reporter fees, based on an estimate then provided by THE FIRM. Failure to provide said costs will constitute in a breach of this Agreement, and grounds for THE FIRM to withdraw as counsel of record. Once a trial or arbitration is set, THE FIRM will require CLIENT to pay all sums then owing, and to deposit the costs estimated incurred in preparing for and completing the trial or arbitration, as well as the jury fees or arbitration fees and the costs of the arbitrator.

If an award of fees and/or costs is sought on CLIENT'S behalf in this action, CLIENT understands that the amount, which the court may order as fees and/or costs, is the amount the court believes the party is entitled to recover. However, such an award does not determine what fees and/or costs THE FIRM is entitled to charge CLIENT. CLIENT agrees that whether or not attorneys' fees or costs are awarded by the court or arbitrator in CLIENT'S case, CLIENT will remain responsible for the payment, in full, of all attorneys' fees and costs in accordance with this Agreement.

Additionally, CLIENT understands that if CLIENT'S case proceeds to court action or arbitration, CLIENT may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of CLIENT.

LIMITATION OF REPRESENTATION: THE FIRM is representing CLIENT only on the matter described herein above. THE FIRM'S representation does not include independent or related matters that may arise, including, among other things, claims for property damage, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy.

CLIENT'S Initials: _____

PROFESSIONAL LIABILITY INSURANCE: CLIENT is advised that this office maintains professional liability insurance.

TERMINATION OF RELATIONSHIP: CLIENT may elect to discharge THE FIRM or substitute THE FIRM out of the case. Likewise, THE FIRM may withdraw from representation of CLIENT (a) with CLIENT'S consent, (b) upon court approval, or (c) if no court action has been filed, for any reason as determined by THE FIRM, upon reasonable notice to CLIENT. In any event, after a case is filed, such reasons for THE FIRM'S withdrawal may include, but are not limited to: CLIENT'S breach of this Agreement, CLIENT'S refusal to cooperate with THE FIRM or to follow THE FIRM'S advice, CLIENT'S failure to meet its monetary obligation(s) noted herein, or any fact of circumstance that would render THE FIRM'S continuing representation unlawful or unethical.

CLIENT ALSO AGREES TO WAIVE THE ATTORNEY-CLIENT PRIVILEGE WITH REGARD TO THIS RETAINER AGREEMENT FOR PURPOSES OF THE KAUFMAN LAW FIRM PRESENTING IT TO THE COURT OR ARBITRATOR AS PART OF A MOTION TO WITHDRAW FROM THE REPRESENTATION OF CLIENT, OR IN CONNECTION WITH ANY DISPUTE OVER THE FEES AND COSTS OWING BY CLIENT

TO THE FIRM. CLIENT agrees to execute a substitution of attorney form and consent to the filing of said form at the full discretion of THE FIRM should THE FIRM, in its sole discretion, believe that it cannot proceed on CLIENT'S behalf.

DISPUTES ARE TO BE ARBITRATED: In the event of any dispute or any claim between CLIENT and THE FIRM regarding fees, costs or both, CLIENT has the right to resolve said dispute by way of non-binding arbitration in a forum, and under a procedure approved by the California State Bar pursuant to the California Business and Professions Code. Thereafter, if said dispute is not resolved through this process, then CLIENT agrees to binding arbitration in front of an arbitrator selected from the panel of arbitrators at ADR services, in their Los Angeles County offices, based on the terms and procedure(s) noted below. Additionally, any other claim for breach of contract, negligence, malpractice, breach of fiduciary duty or other alleged wrongdoing as between CLIENT and THE FIRM, including but not limited to any controversy between the parties regarding the construction, application or performance of any services under this Agreement, shall be submitted to binding arbitration in front of ADR services after the written request of one party. Said arbitration shall be conducted pursuant to rules prescribed to by ADR services. In the event an arbitrator from this panel cannot be mutually agreed upon, ADR services will choose a formula for the selection of a neutral arbitrator from its panel.

CLIENT acknowledges that THE FIRM has explained that such binding arbitration may deprive CLIENT of various rights that CLIENT might otherwise have in a legal action, including without limitation the right to a jury trial, the right to appeal and full discovery rights. The costs of the arbitration, excluding legal fees, shall be paid on a 50-50 basis, and advanced equally up front by all parties, but ultimately shall be borne by the losing party(ies). Should there be the need to enforce any obligation arising out of this Agreement, the prevailing party shall be entitled to recover their attorney's fees as well as costs.

ATTORNEY-CLIENT RELATIONSHIP: The Attorney-Client relationship is between THE FIRM and CLIENT, in connection with the representation of CLIENT. THE FIRM may retain, use, or employ other attorneys not associated or formally employed with this THE FIRM in conjunction with this representation.

NO GUARANTEE OF RESULT: CLIENT acknowledges that THE FIRM has made no guarantee or representation as to the probable outcome or the amounts recoverable in connection with CLIENT'S claim.

INTEGRATION CLAUSE: This is the entire agreement between the parties, and supersedes and replaces any other oral or written agreements. It may only be modified in a writing signed by both parties.

FILE RESPONSIBILITY: CLIENT acknowledges that THE FIRM will only retain its physical files at THE FIRM'S premises for one (1) month after the date of the conclusion of his case. CLIENT further acknowledges and agrees that it will be his/hers responsibility to make arrangements with THE FIRM on or before the end of this one (1) month period after the date of the conclusion of his case to retrieve the entirety of his/hers physical files from THE FIRM'S premises at CLIENT'S expense. CLIENT acknowledges that THE FIRM will not be held responsible for the storage of his/her physical

files from one (1) month after the date of the conclusion of his/her case or liable for any of the physical file materials after this time period. CLIENT hereby authorizes THE FIRM to destroy all file contents after this time should he/she not make arrangements noted in this paragraph to obtain said file materials. CLIENT agrees that should said files be destroyed, they will be lost forever, and there will likely be no means of recreating said materials at a later date.

CLIENT'S Initials: _____

COOPERATION OF CLIENT IS IMPORTANT: CLIENT acknowledges that CLIENT'S cooperation will be important to the case, and agrees to cooperate with and promptly respond to all of THE FIRM'S requests in this litigation.

CONCLUSION OF SERVICES: When THE FIRM'S services conclude, all unpaid charges shall become immediately due and payable. After THE FIRM'S services have concluded, THE FIRM will upon CLIENT'S request deliver CLIENT'S file to CLIENT, at CLIENT'S expense, along with other CLIENT'S funds, if owing, or property in THE FIRM'S possession. THE FIRM is authorized to use any funds held in THE FIRM'S trust account as a deposit against costs to apply to such unpaid charges.

DISCLAIMER OF WARRANTY: Nothing in this Agreement or nothing in THE FIRM'S statements to CLIENT will be construed as a promise or guarantee about the outcome of CLIENT'S matter. THE FIRM makes no such promises or guarantees. THE FIRM'S comments about the outcome of CLIENT'S matter are expression of opinion only.

SEVERABILITY IN EVENT OF PARTIAL INVALIDITY: If any provision of this Agreement is held in whole or in part to be unenforceable and/or illegal for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in full force and effect.

MODIFICATION BY SUBSEQUENT AGREEMENT: This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them.

EFFECTIVE DATE OF AGREEMENT: This agreement and any "Designation of Attorney" are not effective, and are in no way binding on THE FIRM, until THE FIRM accepts this agreement by signing below.

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I HAVE READ AND UNDERSTAND THE FOREGOING TERMS OF THIS RETAINER AGREEMENT AND AGREE TO THEM, AS OF THE DATE THE FIRM FIRST PROVIDED SERVICES OR RENDERED ADVICE. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT HEREBY ACKNOWLEDGES RECEIPT OF A COPY.

I have read and agreed to this retainer agreement and hereby acknowledge receipt of a copy.

THE KAUFMAN LAW FIRM, APC:

By: 
MARTIN J. KAUFMAN, ESQ.

Dated: _____

CLIENT:

By: _____
WEST VALLEY WATER DISTRICT

Dated: _____