



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

REGULAR BOARD MEETING  
AGENDA

THURSDAY, SEPTEMBER 3, 2020  
CLOSED SESSION - 6:00 PM • OPEN SESSION – 7:00 PM

**BOARD OF DIRECTORS**

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

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

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**Teleconference Notice:** In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Board Meeting in person. Members of the public may listen and provide public comment via telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 807-977-6383 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8079776383>. Public comment may also be submitted via email to the Public Affairs Manager, Naseem Farooqi at [nfarooqi@wvwd.org](mailto:nfarooqi@wvwd.org). The webinar will also be available for public viewing by visiting [www.wvwd.org](http://www.wvwd.org). If you require additional assistance, please contact [nfarooqi@wvwd.org](mailto:nfarooqi@wvwd.org).

**OPENING CEREMONIES**

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

**ADOPT AGENDA**

## **PUBLIC PARTICIPATION**

*Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to email **Public Affairs Manager, Naseem Farooqi** at [nfarooqi@wvwd.org](mailto:nfarooqi@wvwd.org) or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8079776383> or telephone by calling the following number and access code: **Dial: (888) 475-4499, Access Code: 807-977-6383**. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

***Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.***

## **PRESENTATION**

- Update on Responses to State Controller's Office Audit.
- West Valley Water District's 2020-21 Reform Plan.

## **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. July 9, 2020 - Special Board Meeting Minutes. **(Page 6)**
2. July 16, 2020 - Regular Board Meeting Minutes. **(Page 10)**
3. July 29, 2020 - Special Board Meeting Minutes. **(Page 17)**
4. Purchase of Zone 8 Property. **(Page 19)**
5. Sale of the Customer Service Trailers. **(Page 29)**
6. 2020 Purchase Card Policy. **(Page 50)**
7. 2020 Purchasing Policy. **(Page 72)**
8. 2020 Document Retention Policy. **(Page 137)**
9. Responses to State Controller's Office Audit – Receive and File.
10. Water System Infrastructure Installation and Conveyance Agreement with SRPF B\_10336 Alder, L.L.C. for Alder Commerce Center. **(Page 147)**



11. Service Agreement with Spectrum Enterprise for Fiber Internet Access and Trunking Service (VOIP). **(Page 172)**
12. Professional Service Agreement with Management Partners to Conduct Recruitment for Human Resources and Risk Manager Position. **(Page 196)**

## **BUSINESS MATTERS**

### **Consideration of:**

**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**

## **UPCOMING MEETINGS**

1. September 7, 2020 - District Office CLOSED in Observance of Labor Day
2. September 8, 2020 - West Valley Water District Safety and Technology Committee Meeting at 6:00 p.m. at the District Headquarters
3. September 9, 2020 - West Valley Water District Finance Committee Meeting at 1:00 p.m. at the District Headquarters
4. September 9, 2020 - West Valley Water District Engineering, Operations & Planning Committee Meeting at 6:00 p.m. at District Headquarters
5. September 10, 2020 - West Valley Water District External Affairs Committee Meeting at 6:00 p.m. at the District Headquarters
6. September 14, 2020 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m. at the District Headquarters
7. September 15, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
8. September 17, 2020 - West Valley Water District Board of Directors Regular Board Meeting at 7:00 p.m. (6:00 p.m. Closed Session), at District Headquarters
9. October 1, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Resources at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408

10. October 5, 2020 - San Bernardino Valley Municipal Water District Basin Technical Advisory Committee at 1:30 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
11. October 6, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
12. October 8, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Policy at 2:00 p.m., 380 Vanderbilt Way, San Bernardino, CA 92408
13. October 13, 2020 - San Bernardino Valley Municipal Water District Board of Directors Workshop-Engineering at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408
14. October 15, 2020 - San Bernardino Valley Municipal Water District Advisory Commission on Water Policy at 6:30 p.m., 380 Vanderbilt Way. San Bernardino, CA 92408
15. October 20, 2020 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408

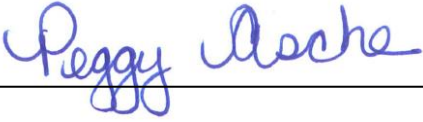
#### **CLOSED SESSION**

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION SIGNIFICANT EXPOSURE TO LITIGATION PURSUANT TO PARAGRAPH (2) OF SUBDIVISION (D) OF SECTION 54956 9: NUMBER OF CASES: FOUR (4).
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) DISTRICT NEGOTIATORS; MARTIN PINON, ROBERT TAFOYA, UNION NEGOTIATORS; RE: INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 12.
- CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - PURSUANT TO GOVERNMENT CODE SECTION 54957, TITLE(S): ASSISTANT GENERAL MANAGER.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION PURSUANT TO PARAGRAPH ONE (1) OF SUBDIVISION (D) OF THE GOVERNMENT CODE SECTION 54956.9 CASE NAME: CLIFFORD YOUNG ET AL V. ROBERT TAFOYA ET AL. CASE NO. 19STCV05677
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION - PURSUANT TO GOVERNMENT CODE SECTION 54957 TITLE (S): GENERAL MANAGER, GENERAL COUNSEL, CHIEF FINANCIAL OFFICER.

**ADJOURN**

**DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on August 31, 2020.



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Peggy Asche, Acting Board Secretary

**Please Note:**

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to Peggy Asche, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Asche may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

**MINUTES**  
**SPECIAL BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**July 9, 2020**

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young*	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maisha Mesa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

- Pledge of Allegiance – Led by Director Dr. Clifford Young
- Opening Prayer – Led by Elder Vernall Townsend, Sunrise Church
- Call to Order
- Roll Call of Board Members

**ADOPT AGENDA**

Director Greg Young requested to table Items No. 4 and 5, stating that these two items were not presented at Committee level. Director Dr. Clifford Young second the motion and the following vote was taken:

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

**PUBLIC PARTICIPATION**

There were no email comments or Zoom requests to speak.

**\*At this time, Director Dr. Clifford Young requested to be excused at 8:07 p.m.**

**CONSENT CALENDAR**

Director Dr. Michael Taylor motioned to adopt the remaining Items No. 1, 2, 3, 6, 7, 8, 9, 10 and 11. Director Greg Young asked for a friendly amendment to consider Item No. 10 for separate discussion. Hearing no approval for the friendly amendment, Vice President Kyle Crowther second the motion. The following vote was taken:

<b>RESULT:</b>	<b>ADOPTED [3 TO 1]</b>
<b>MOVER:</b>	Michael Taylor, Director
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Channing Hawkins, Michael Taylor, Kyle Crowther
<b>NAYS:</b>	Gregory Young
<b>EXCUSED:</b>	Clifford Young

- 1. **TREASURER'S REPORT FOR MAY 2020**
- 2. **MONTHLY FINANCIAL REPORTS FOR MAY 2020**
- 3. **MONTHLY CASH DISBURSEMENT REPORTS FOR MAY 2020**
- 4. **MEDIA RELATIONS POLICY**

The Board voted unanimously to table Items 4 and 5 during the adoption of the agenda.

- 5. **SOCIAL MEDIA POLICY**

The Board voted unanimously to table Items 4 and 5 during the adoption of the agenda.

- 6. **APPROVAL OF PROFESSIONAL SERVICES AGREEMENT FOR ROBERT KATHERMAN CONSULTING.**

- 7. **ADOPT RESOLUTION 2020-15 AMENDING SCHEDULE OF CHARGES FOR THE HOURLY LABOR AND VEHICLE/EQUIPMENT HOURLY RATES FOR WATER SERVICE REGULATIONS.**

**BUSINESS MATTERS**

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8. **CONSIDER REPLACING AN AUTOMATIC TRANSFER SWITCH AT THE OLIVER P. ROEMER WATER FILTRATION FACILITY.**
9. **APPROVAL OF PAYMENT TO IVIE MCNEIL WYATT PURCELL & DIGGS FOR PROFESSIONAL SERVICES RENDERED: INVOICE NO. 742662, \$6,206.92; INVOICE NO. 742974, \$15,445.00; INVOICE NO. 742664, \$450.00; INVOICE NO. 743142, \$314.96; INVOICE NO. 742663, \$525.00; INVOICE NO. 742838, \$9,983.00; INVOICE NO. 742839, \$4,550.00; AND INVOICE NO. 743143, \$13,333.32.**
10. **APPROVAL OF PAYMENT TO LEAL-TREJO FOR PROFESSIONAL SERVICES RENDERED IN APRIL 2020, INVOICE NO. 18027, \$19,497.50.**
11. **APPROVAL OF PAYMENT TO TAFOYA & GARCIA FOR PROFESSIONAL SERVICES RENDERED IN MAY 2020, INVOICE NO. 20-1005, \$34,367.30.**

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

#### **1. Board Members**

- o President Hawkins announced the following and asked that it be read into the record:

The passing of Raul L. Romero, former Board member for the San Gabriel Valley Municipal Water District. Raul served on the water district's board from January 2011 to December 2018 representing Division V - the City of Azusa.

Director Romero served as Treasurer and was on the District's External Affairs Committee. He also was the District's representative to the Association of California Water Agencies (ACWA) Region 8 and the San Gabriel Valley Water Association.

During his tenure at the District, Director Romero was instrumental in the development of the San Gabriel Valley Water Forum, the school-based Home Water Survey Program, the Opportunities for Water Leadership (OWL) Community Grant Program, and the H2Owl Outreach Programs, and educational water conservation pilot projects at Mountain View and Paramount Elementary School in Azusa.

Director Romero worked as a Union Representative/Organizer for more than twenty-five years for four different unions, and served in the U.S. Army First Infantry Division in Vietnam from 1967-1968.

He was also active in many civic organizations throughout the San Gabriel Valley and California such as the San Gabriel Valley Civic Alliance, Labor Council for Latin American Advancement, Los Angeles County Federation of Labor AFL-CIO, California Congress of Seniors, American Association of Retired People, California Alliance of Retired Americans, Nosotros and Hispanics American for Fairness in the Media.

Director Romero is survived by his wife, Rachel, and his children, Louis, Jessica and Nicole. He is also survived by his numerous grandchildren, and great-grandchild.

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**2. Legal Counsel**

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

**3. General Manager**

- No report.

**CLOSED SESSION**

Mr. Robert Tafoya reported that there were no reportable actions taken.

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956 9: Number of Cases: Four (5).
2. EXISTING LITIGATIONS (GC 54956.9) - Kenny Hernandez v. West Valley Water District – Case No. CIVDS 1825805. Naisha Davis v. West Valley Water District - Case No. 20 STCV02126. WVWD, Clifford Young v Robert Tafoya, et al. - Case No. 19STCV 05677.
3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Assistant General Manager
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Government Code Section 54957 Title(s): General Manager, General Counsel.
5. PUBLIC EMPLOYEE DISCIPLINE/DISMISSEL/RELEASE - (Government Code Section 54957(b))

**ADJOURN**

Hearing no further business, the meeting adjourned in honor and memory of Director Romero at 8:15 p.m.

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

**ATTEST:**

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**Peggy Asche, Acting Board Secretary**

WVWD

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

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> _remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> _remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maisha Mesa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cynthia Birts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> _remote	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

Pledge of Allegiance - Led by Director Dr. Clifford Young.  
Opening Prayer - Led by Pastor Bratton, Greater Faith Grace Bible Church.  
Call to Order  
Roll Call of Board Members

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**ADOPT AGENDA**

A motion to adopt the agenda was made by Director Greg Young and second by Director Dr. Clifford Young. The motion passed by the following vote:

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

**PUBLIC PARTICIPATION**

There were no email comments or Zoom requests to speak.

**PUBLIC HEARING**

President Hawkins opened the Public Hearing at 8:01 p.m., stating that this was the time and place set for a duly noticed Public Hearing regarding the adoption of the 2020 Water Facilities Master Plan, which includes a five year Capital Improvement Program, for the West Valley Water District.

Acting Board Secretary Asche certified that all notices for the above hearing have been posted at the District Headquarters and District's website as well as published in the Fontana Herald News and Westside Story News of the Empire newspapers in accordance with California Law. No written responses have been received.

President Hawkins requested information leading up to the Public Hearing and the purpose of this meeting. Chief Financial Officer, Shamindra Manbahal stated that a draft 2020 Water Facilities Master Plan has been prepared to determine the future water demands and supply requirements for West Valley Water District. The plan identifies the water facilities needed to produce, deliver, store and transport this supply to our customers.

Within the Draft 2020 Water Facilities Master Plan is a five year Capital Improvement Program. The program identifies the infrastructure needed to be constructed within the next five years to continue to provide reliable service to our existing and projected new customers.

A copy of the Draft 2020 Water Facilities Master Plan has been provided to the planning agencies of each affected city and county within the District's jurisdiction for review and comment. This hearing is required by State law in order to receive input from interested parties.

Mr. Manbahal asked Linda Jadeski, Engineering Services Manager, to present the 2020 Water Facilities Master Plan. Mrs. Jadeski introduced via Zoom, Mr. Tony Akel, Akel Engineering, stating that this is the firm that provided services for the 2020 Water Facilities Master Plan and will be providing a brief presentation. Mr. Tony Akel thanked the Board and audience

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and stated that it was his pleasure to present the 2020 Water Facilities Master Plan. A PowerPoint presentation was provided stating that the foundation for this update come from the 2012 Water Facilities Master Plan that Mrs. Jadeski was part of and noted that the work for it was very detailed. This plan is a normal update to the process with changes over the years, such as: growth, criteria, water conservation, etc. The objectives are to quantify and prioritize system capacity improvements. This Master Plan supports the growth known for the next five years. A calibrated hydraulic water model of the District’s distribution system utilizing existing Geographic Information Systems data was provided. This plan will enable the District to strategize planning and budgeting efforts and to implement water system improvements that will maintain a high level of distribution reliability and efficiency for current demands, future growth, and emergency situations. Questions ensued with lengthy discussions.

Hearing no further comments, Chief Financial Officer, Shamindra Manbahal, stated that Staff is requesting that the Board of Directors receive and file the 2020 Water Facilities Master Plan and CIP into the record of the Public Hearing.

President Hawkins thanked Mr. Manbahal and stated that the Board hereby receives the 2020 Water Facilities Master Plan and receipt of the Plan is hereby entered into the record of this Public Hearing. At this time, President Hawkins asked are there any members of the public who wish to speak in favor of the matter. Hearing none. President Hawkins asked are there any speakers who wish to speak against the matter. Hearing none. The Public Hearing was closed at 8:34 p.m.

**RECEIVE AND FILE THE 2020 WATER FACILITIES MASTER PLAN.**

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

**PRESENTATION**

Due to a lengthy meeting and the time, it was requested to table both presentations until the next regularly scheduled Board meeting.

- Special Districts Leadership Foundation (Our Commitment to Excellence).
- Update on the Oliver P. Roemer Water Filtration Facility Expansion Project.

## CONSENT CALENDAR

- **PULL ITEMS NO. 7, 8 AND 9 FOR SEPARATE DISCUSSION**

Director Dr. Michael Taylor requested to pull Items No. 7 and 8 for separate discussion and approve the remaining Items. Vice President Kyle Crowther second the motion. Director Greg Young asked for a friendly amendment to pull Item No. 9 as well, because it refers to the 2020 Water Facilities Master Plan. Director Dr. Michael Taylor accepted his friendly amendment pulling Items No. 7, 8 and 9 for separate discussion and approving the remaining Items No. 1, 2, 3, 4, 5, 6, 10, 11 and 12. Vice President Crowther second the motion. The Board voted 4 to 1 to pass the substitute motion.

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

1. **TREASURER'S REPORT - JUNE 2020.**
2. **MONTHLY FINANCIAL REPORT - JUNE 2020.**
3. **MONTHLY CASH DISBURSEMENT REPORT - JUNE 2020.**
4. **JUNE 2020 - PURCHASE ORDER REPORT.**
5. **CONSIDER A BUDGET TRANSFER FROM THE CIP CONTINGENCY FUND TO THE WELL 41 ION EXCHANGE TREATMENT PROJECT.**
6. **CONSIDER A COMMON USE AGREEMENT WITH THE CITY OF RIALTO FOR THE CACTUS TRAIL.**

## BUSINESS MATTERS

7. **APPROVAL OF MEDIA RELATIONS POLICY**

Director Greg Young motioned to table this item stating that there are some grammatical changes that need to be completed in this policy before approving. Director Dr. Clifford Young second the motion. Director Dr. Michael Taylor asked for a friendly amendment to approve this item and make the grammatical changes and bring those edits back for review at a later date. Director Greg Young accepted his friendly amendment approving the Media Relations Policy now and to make the grammatical changes for edits at a later date for review. Director Dr. Clifford Young second the motion and the Board voted unanimously to pass the substitute motion.

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

## 8. APPROVAL OF SOCIAL MEDIA POLICY

Director Dr. Michael Taylor made a motion to approve the Social Media Policy. Vice President Kyle Crowther second the motion. Before a vote was taken Director Greg Young requested discussion stating he has some concerns with the Social Media Policy regarding the Board of Directors' Use section and would like clarification on what court case they were referring to as he has a private and public Facebook page. Mr. Tafoya, Legal Counsel, stated that there are court cases he can provide to him regarding this section. Mr. Tafoya stated that this section refers to private accounts and there are no concerns with that, only when it becomes public. The Board ensued in a lengthy discussion and a friendly amendment was accepted to pass the Social Media Policy with examples added to the Board of Directors' Use section. The Board voted unanimously to pass the substitute motion.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUSLY]</b>
<b>MOVER:</b>	Michael Taylor, Director
<b>SECONDER:</b>	Kyle Crowther, Vice President
<b>AYES:</b>	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young

## 9. ADOPT RESOLUTION NO. 2020-11 - WATER FACILITIES MASTER PLAN

Director Dr. Clifford Young motioned to adopt Resolution No. 2020-11 for the Water Facilities Master Plan. Director Greg Young second the motion. Hearing no discussion, the following vote was taken:

<b>RESULT:</b>	<b>ADOPTED [3 TO 2]</b>
<b>MOVER:</b>	Clifford Young, Director
<b>SECONDER:</b>	Greg Young, Director
<b>AYES:</b>	Clifford Young, Kyle Crowther, Gregory Young
<b>ABSTAIN:</b>	Michael Taylor, Channing Hawkins

## 10. APPROVAL OF PURCHASE ORDERS FOR FY20-21

The Board voted to approve this item during the adoption of the Consent Calendar.

## 11. APPROVAL OF PAYMENT TO THE KAUFMAN LAW FIRM FOR PROFESSIONAL SERVICES RENDERED IN JANUARY 2019, INVOICE NO. 10129, \$6,440.00 AND INVOICE NO. 10132, \$9,369.25.

The Board voted to approve this item during the adoption of the Consent Calendar.

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12. **APPROVAL OF PAYMENT TO ALBRIGHT, YEE & SCHMIT, APC FOR PROFESSIONAL SERVICES RENDERED IN MARCH 2019, INVOICE NO. 25749, \$2,448.92; JANUARY 2020, INVOICE NO. 26230, \$11,457.65; FEBRUARY 2020, INVOICE NO. 26258, \$744.75; AND MAY 2020, INVOICE NO. 26474, \$8,386.50.**

The Board voted to approve this item during the adoption of the Consent Calendar.

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

**1. Board Members**

- President Hawkins stated that tomorrow at 10:00 a.m. there will be a drive-up distribution of PPE's (hand sanitizers, cloth masks and facial shields) that the District was able to secure. The District has partnered with the Children's Fund of San Bernardino as well as other local non-profit organizations to distribute these products. He thanked the Public Affairs team for organizing this event.
- Director Greg Young thanked the Engineering Dept., Linda Jadeski and the Engineering Planning Committee for their hard work that was put into the Facilities Water Master Plan and also thanked Vice President Crowther stating that it has been a very long deliberative process and he greatly appreciates every person and their time.

**2. Legal Counsel**

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

**3. General Manager**

**CLOSED SESSION**

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

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956 9: Number of Cases: Seven (7).
2. CONFERENCE WITH LABOR NEGOTIATOR (54957.6) District Negotiators; Martin Pinon, Robert Tafoya, Union Negotiators; Re: International Union of Operating Engineers, Local 12.
3. CONFERENCE WITH LEGAL COUNSEL - PUBLIC EMPLOYEE APPOINTMENT - Pursuant to Government Code Section 54957, Title(s): Assistant General Manager

WVWD

Minutes: 7/16/20

4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION - Pursuant to Government Code Section 54957 Title(s): General Manager, General Counsel.
5. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE - (Government Code Section 54957(b))

**ADJOURN**

Hearing no further business, the meeting adjourned at 9:03 p.m.

---

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

**ATTEST:**

---

**Peggy Asche, Acting Board Secretary**

WVWD

Minutes: 7/16/20



**MINUTES**  
**SPECIAL BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
**July 29, 2020**

Attendee Name	Present	Absent	Late
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> Remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input type="checkbox"/>	<input checked="" type="checkbox"/> Excused	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input type="checkbox"/>	<input checked="" type="checkbox"/> Excused	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cynthia Birts	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**OPENING CEREMONIES**

Call to Order  
Roll Call of Board Members

**PUBLIC PARTICIPATION**

There were no email comments or Zoom requests to speak.

**CLOSED SESSION**

President Hawkins adjourned the meeting to Closed Session at 8:25 a.m.

- CONFERENCE WITH LEGAL COUNSEL – PUBLIC EMPLOYEE APPOINTMENT – Pursuant to Government Code Section 54957, Title(s): Assistant General Manager.

President Hawkins returned the meeting to Open Session at 4:46 p.m. and reported that there were no reportable actions taken.

WVWD

Minutes: 7/29/20

**ADJOURN**

Hearing no further business, the meeting adjourned at 4:46 p.m.

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

**ATTEST:**

---

**Peggy Asche, Acting Board Secretary**

WVWD

Minutes: 7/29/20



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER PURCHASE OF ZONE 8 PROPERTY

---

**DISCUSSION:**

West Valley Water District (“District”) was contacted by the attorney representing the Nealey Mutual Water Company informing the District of their client’s intent to sell the property adjacent to the District’s Zone 8 reservoir site. The 6.25 acre, vacant property is located west of Lytle Creek Road, due north of the District’s reservoir site and contains the access road to the reservoirs on the hilltop. The attorney representing the Nealey Mutual Water Company contacted the District to give the District the first opportunity to present an offer to purchase before they looked at other potential buyers.

The District is proposing to construct an above ground reservoir (Reservoir 8-3) and improvements to the construction access road. The proposed reservoir would supply water to existing and anticipated development in the Lytle Creek area. In order to facilitate construction of the reservoir, improvements to the site’s access road will be required. Attached, as Exhibit A is a map of the property available for purchase (APN 0239-041-23) which shows the reservoir site access road. It would be advantageous for the District to own this property to facilitate the improvements to the access road. In order to determine the current market value of the property an appraisal was performed to provide the District information related to the evaluation of the land for possible purchase.

At the June 10th, 2020 Engineering, Operations and Planning Committee staff requested approval from the committee to begin negotiations with the owner to purchase the property. The District’s legal counsel has contacted the owner of the property and their legal representative. The owner has agreed to sell the property to the District for the appraised price of \$137,500 plus closing costs. Attached, as Exhibit B is a copy of the appraisal for the property.

Our legal counsel is recommending to use an escrow company for the transaction and utilize a basic commercial contract form to save the District money. In conjunction with the purchase, a dedicated easement for ingress, egress, maintenance and other associates activities will be obtained from the adjacent property owner.

**FISCAL IMPACT:**

The cost to purchase the 6.25 acre site (APN 023-041-23) is \$137,500. This item was included in the fiscal year 2020/2021 budget under W19008 – Zone 8 Reservoir 8-3.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the purchase of Assessor's Parcel Number 0239-041-23 which contains 6.25 acres of vacant land adjacent to the Districts Zone 8 reservoir site for \$137,500 plus closing costs and allow the General Manager to execute necessary documents.

Respectfully Submitted,



---

Clarence Mansell Jr, General Manager

LJ:mm

**ATTACHMENT(S):**

1. Exhibit A - Property Available for Purchase
2. Exhibit B - Property Appraisal

**MEETING HISTORY:**

08/17/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD

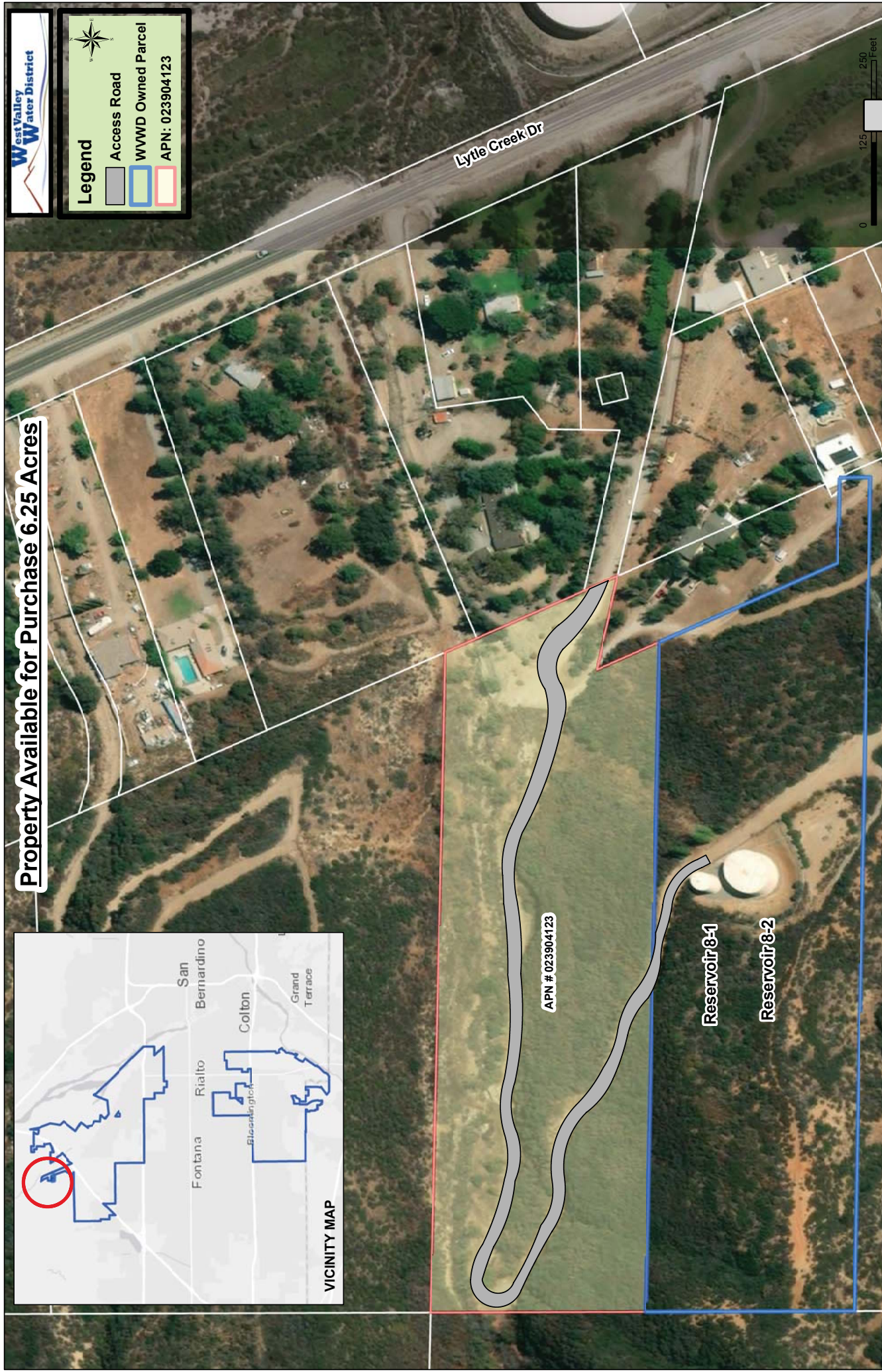
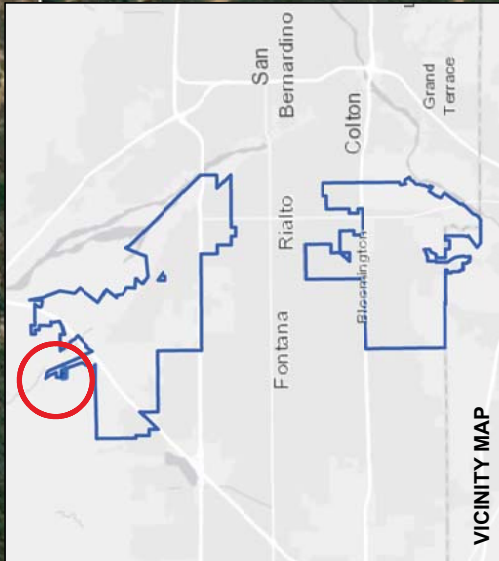
# EXHIBIT A



**Legend**

- Access Road
- WWWD Owned Parcel
- APN: 023904123

**Property Available for Purchase 6.25 Acres**



# EXHIBIT B



## INDEPENDENT APPRAISERS GROUP

**The Schooler Company**

P.O. BOX 2042; TEMECULA, CALIFORNIA 92593

PHONE: (858) 229-9295; FAX (858) 777-3369 TAX ID: 95-3506866

EMAIL: [schoolerco@usa.net](mailto:schoolerco@usa.net)

May 26, 2020

West Valley Water District  
 Attention: Ms. Linda Jadeski, Engineering Services Manager  
 855 W. Base Line Road  
 P. O. Box 920  
 Rialto, California 92377

Dear Ms. Jadeski:

This letter transmits our valuation analysis of the fee simple interest in a vacant 6.25-acre site located west of of Lytle Creek Road, in the unincorporated community of Lytle Creek, California. The site is reported to be owned by the Nealy Mutual Water Company and is identified as San Bernardino County APNs 0239-041-23-0-000. The purpose of the appraisal is to provide you with current market value information related to the evaluation of the land for possible purchase.

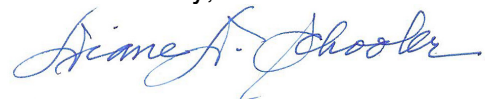
The "Summary of Salient Facts" which follows this letter presents a brief overview of the property's characteristics, the opinion of its highest and best use, and the opinion of its current Fair Market Value. The full statement of "Appraisal Summary and Statement of Valuation Data" which follows further, conforms to Uniform Standards of Professional Appraisal Practice (USPAP) guidelines as well as the laws governing valuation in the State of California.

Based on the market-derived information researched in this study, the comparison of that information to the characteristics of the subject property, the specific limiting conditions and assumptions, and the data/processes described, it is my opinion that the current market value for the 6.25-acre site is:

**ONE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS**  
**\$137,500, equating to \$22,000 of site area**

Thank you for the opportunity to provide appraisal services. We have retained a copy of this report in our files, as well as additional background materials including field notes, source documents and photos. This transmittal letter with an original signature must be part of this report for the opinions set forth to be valid; we are not responsible for any unauthorized use of this report. We reserve the right to amend the opinions herein should any changes in property or project descriptions, court rulings, laws, or additional information become available. If you have any questions, please do not hesitate to call.

Yours truly,



Diane D. Schooler  
 Principal Appraiser  
 IRWA #6732449

## SUMMARY OF SALIENT FACTS



<b>Owners per San Bernardino County Records and FATICO Title Report:</b>	Nealy Mutual Water Company, A Corporation 3210 Lytle Creek Road, Lytle Creek, California 92358-9773	
<b>Property Location:</b>	West of Lytle Creek Road, North of Glen Helen Parkway, in the unincorporated community of Lytle Creek, San Bernardino County, CA; Street Address Not Assigned	
<b>Assessor's Parcel Number:</b>	0239-041-23	
<b>Legal Description (abbreviated):</b>	Parcel 1 of Parcel Map 15039, County of San Bernardino, State of California, as per Map Recorded in Book 190 of Maps, Page 37 in the Office of the County Recorder of Said County.	
<b>Thomas Brother Map:</b>	Page 643, Grid C3	
<b>Type of Property</b>	Vacant land, unoccupied and not under cultivation	
<b>Improvements:</b>	No contributory improvements onsite.	
<b>Land Area:</b>	Gross Sq. Ft./Acres:	272,250± sf / 6.25 ac.
<b>General Plan and Zoning Designations:</b>	"RC, Resource Conservation ... provides sites for open space and recreational activities, single-family homes on very large parcels and similar and compatible uses" ... per San Bernardino County Development Code.	
<b>Client:</b>	West Valley Water District, Attention: Ms. Linda Jadeski 855 W. Base Line Road, P. O. Box 920, Rialto, California 92377	
<b>Purpose of Appraisal:</b>	Evaluation of land for possible purchase re expansion of West Valley Water District facilities.	
<b>Highest and Best Use:</b>	Hold for very low density single-family residential development.	
<b>Effective Date of Valuation:</b>	May 8, 2020	
<b>Date of Report:</b>	May 26, 2020	
<b>Opinion of Current Fair Market Value:</b>	\$137,500 / equates to \$22,000 per acre	

## ASSUMPTIONS, CONTINGENCIES AND LIMITING CONDITIONS

The market value opinion presented in this appraisal report is subject to the following assumptions, contingent and limiting conditions.

1. The appraisers assume no responsibility for matters of a legal nature affecting the property appraised or the title hereto, nor do the appraisers render any opinion as to the title, which is assumed to be good and merchantable unless otherwise stated.
2. The property is appraised free and clear of any liens or encumbrances unless otherwise stated.
3. It is acknowledged that appraising is not an exact science. The opinion of market value stated in this report can be different from the opinion of other appraisers. In all analytical adjustments, the appraisers' experience will be given primary reliance over mathematical procedures because many marketplace factors cannot be measured with mathematical precision.
4. Sketches, maps, plats and other exhibits in this report are included for illustration purpose only, to assist the reader in visualizing the property, and are not necessarily drawn to scale. The appraisers have made no survey of the property.
5. The appraisers are not required to give further consultation or testimony or attendance in court, with reference to the property in question, unless arrangements have been made a reasonable time in advance.
6. The appraisers assume that there are no hidden or unapparent conditions of the property, subsoil, or structure, which would render it more or less valuable. The appraisers assume no responsibility for such conditions, or for obtaining engineering studies that may be required to discover such factors.
7. Information, estimates, and opinions provided to the appraisers, and contained in this report, were obtained from sources considered reliable and believed to be true and correct. However, the appraisers assume no responsibility for accuracy nor warranty such items.
8. Possession of this report, or a copy thereof, does not carry with it the right of publication. This report in its entirety is copyright 2020 by Diane D. Schooler.
9. Neither all, nor any part of the content of this report, or copy thereof (including conclusions as to the property value, the identity of the appraisers, their professional designations, reference to any professional appraisal organizations, or the firm with which the appraisers are connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser(s).
10. The opinions reported in this report are as of the stated date of value, May 8, 2020. The appraisers assume no responsibility for economic or physical factors occurring at some later date which may affect the opinions stated herein. Forecasts, projections, or operating estimates contained herein are based on current market conditions anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to change with future conditions.
11. The appraisers make no claim as to matters of expertise which would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, including but not limited to: legal, structural, soils, engineering, etc.

INDEPENDENT APPRAISERS GROUP

12. Diane Schooler has inspected the subject land from the public street and not found any obvious evidence of deficiencies except as stated in this report. However, no responsibility for hidden defects or conformity to specific governmental requirements is assumed. The intended user of this report is urged to retain an expert in these fields, if desired.
13. Unless otherwise stated in the report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraisers. The appraisers have no knowledge of the existence of such materials on or in the property. The appraisers, however are not qualified to detect such substances as asbestos, urea-formaldehyde foam insulation, mold and other potentially hazardous materials which may affect the value of the property. The market value opinion is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or knowledge required to discover them. The intended user of this report is urged to retain an expert in these fields, if desired.
14. The Americans with Disabilities Act (ADA) became effective on January 26, 1993. The appraisers have not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA, nor was such information provided. Since the appraisers have no direct evidence relating to this issue, possible non-compliance with ADA requirements was not considered herein.
15. First American Title Insurance Company Preliminary Title Report No. 623-6075977 dated October 17, 2019 was provided during this assignment. It is assumed that there are no adverse easements or restrictions placed on the subject site that would materially alter the value of the subject property, except as specifically described in this report. The subject property is assumed to be under responsible ownership and competent management consistent with that found in similar properties.
16. The appraiser's duties, pursuant to the engagement to do the appraisal, are completed upon delivery of the report. If any corrections or errors are found, they are to be called to the attention of the appraisers within 60 days of the delivery of the report to the client. The appraisers reserve the right to make adjustments to the valuation reported as may be required by consideration of additional or more relevant data that may become available.
17. Any liability of Diane D. Schooler or the Independent Appraisers Group is limited solely to the amount of the fee paid to the appraisers for this assignment. Use of this report by unauthorized parties, or for purposes outside the stated scope and intent, is unauthorized and prohibited, and such use voids this report. Any alteration or amendment to this report, unless made by the appraisers, is unauthorized and is prohibited, and such alteration or amendment voids the appraisers' certifications and the value opinions stated herein. The appraisers bear no responsibility for any occurrence, event or outcome that may be the direct or indirect result of such unauthorized and prohibited use.
18. There is no assumed accountability, obligation or liability to any third party. If the appraisal report is placed in the hands of anyone other than the client for whom this report was prepared, the client shall make such party aware of all limiting conditions and assumptions of this assignment and related discussions. Any party who uses or relies upon any information in this report, without the appraisers' prior written consent, does so at their own risk. If a client or any third party brings legal action against Diane D. Schooler, and/or the Independent Appraisers Group, and the appraiser/company prevails, the party initiating such action shall reimburse the appraiser and/or company for any and all costs of any nature, including attorneys' fees, incurred in their defense.
19. Acceptance and/or use of this appraisal constitutes acceptance of the foregoing assumptions, contingencies and limiting conditions.

**CERTIFICATION BY APPRAISER**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions and conclusions. I have no bias toward the property that is the subject of this report or to the parties involved with this assignment.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding this assignment.
- My engagement was not contingent upon developing or reporting predetermined results. My compensation for this assignment is not contingent upon a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal. My appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of an agreement for acquisition by a public agency.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and with the requirements of the International Right of Way Association's Code of Ethics and Professional Practice, and Real Estate Valuation Laws of the State of California.
- Over the past 37 years as an appraiser, I have attained adequate knowledge, professional training, and direct appraisal experience to competently complete the reported analyses. I have prepared appraisals of similar properties, and I possess adequate professional familiarity with the market within which the subject is located. No one provided significant real property assistance to me other than as reported herein.
- I made personal inspections of the subject property and as many comparable properties as possible by the date of this report, and I also have reviewed aerial photos of all comparable properties.
- I have read the herein reported valuation data, and it correctly states my opinions and knowledge as to the matters reported, and I am able to testify to such matters per CCCP Section 1258.25. I reserve the right to amend my opinions should any project changes, court rulings, and/or additional pertinent information become available.



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Diane D. Schooler  
IRWA Member #6732449  
May 26, 2020



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER THE SALE OF THE CUSTOMER SERVICE TRAILERS

---

**BACKGROUND:**

On March 7, 2019, the Board of Directors authorized the General Manager to approve the purchase of the two (2) 12'x32' and 12'x60' Customer Service Trailers ("Trailers") from Pacific Mobile Structures, Inc. The Trailers Layout is attached as **Exhibit A**. Attached as **Exhibit B** is the Trailers Location Exhibit.

West Valley Water District ("District") installed the Trailers under the Customer Service Trailers CIP Project to house the Customer Service Department during the construction of the Customer Service Foyer Renovation Project. After the renovation was complete it was agreed the Trailers would be repurposed for office spaces. The Trailers capacity of 1,104 sq. ft. is designed to house eight (8) staff members (100 to 150 sq. ft./person), and includes a conference room.

On April 8, 2019, the City of Rialto ("City") granted the District a temporary use permit (TUP No. 2019-0003) to install the Trailers to be used as supplemental offices. The permit was set to expire on October 28, 2019, an extension of the temporary use permit was granted and set to expire on April 29, 2020.

On February 24, 2020, the District submitted a development application (Master Case No. 2020-0011 and Precise Plan of Design No. 2020-0010) requesting approval to allow the permanent usage Trailers. On April 2, 2020, City staff sent the District a letter outlining corrections that would need to be made to complete the development application. Attached as **Exhibit C** is the City Incomplete Letter.

On April 27, 2020, the District submitted a request to extend the temporary use permit until October 29, 2020 to allow more time to complete the entitlement process. If a complete development application is submitted by August 31, 2020, the City will be able to consider approval of the project and establish a feasible timeline for completion for the permanent trailer permit.

On July 8, 2020, this item was presented to the Engineering, Operations, and Planning Committee ("Engineering Committee"). Four (4) options - Option 1 Keep Trailers for Permanent Occupancy, Option 2 Keep Trailers for Storage, Option 3 Auction Trailers, and Option 4 Sell Back Trailers to Pacific Mobile Structures, Inc., were presented to the Engineering Committee. The Engineering Committee selected Options 2, 3, and 4 and requested to remove Option 1. The District Staff was

directed by the Engineering Committee Directors to have this item considered at the next Engineering Committee meeting in August.

On July 9, 2020, the District requested to extend the resubmittal of a complete development application. The City granted an extended date from August 31, 2020 to September 30, 2020. If no compliance is reached per the deadlines, it could potentially be a Code Enforcement case which can result in fines starting at \$100.00 per day. Attached as **Exhibit D** is the City's Temporary Trailers Extension Letter. The City stated that the District will not be allowed to keep the Trailers for storage, therefore, Option 2 has been eliminated.

On August 12, 2020, two (2) options - Option 3 Auction Trailers and Option 4 Sell Back Trailers to Pacific Mobile Structures, Inc., were presented to the Engineering Committee. The Engineering Committee selected Option 4 and requested to remove Option 3. The District Staff was directed by the Engineering Committee Directors to have this item considered at the next Board Meeting in September.

### **DISCUSSION:**

Anticipating a decline in revenue due to the COVID-19 pandemic, the District applied a 10 percent reduction to operation expenditures. Due to budget constraints, the District must decide how to proceed with the Trailers Project and coordinate with the City since the temporary use permit will expire on September 30, 2020. The Monetary Cost of the Trailers project and Option 4 Sell Back Trailers to Pacific Mobile Structures, Inc. will be discussed. The Monetary Cost are divided into two parts namely Initial Cost and Removal Cost.

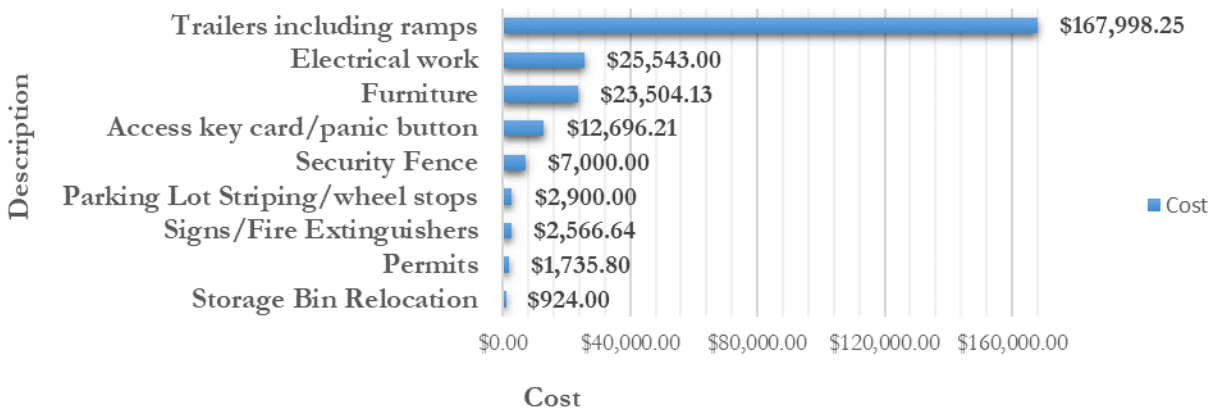
#### **A. Initial Cost**

The Initial Cost consists of planning and project design, Trailers construction, furniture, storage bin relocation, electrical work, temporary fence, signs, fire extinguishers, permit fees, parking lot striping, signage, wheel stop installation, access key card, panic button installation, and facilities erection. The Trailers were purchased from Pacific Mobile Structures, Inc. and installed in 2019. The total Initial Cost of the Trailers was \$244,868.03. See the breakdown list and figure as follows:

1. Two (2) Trailers including ramps: \$167,998.25
2. Furniture: \$23,504.13
3. Storage bin relocation: \$924.00
4. Electrical work: \$25,543.00
5. Temporary fence: \$7,000.00
6. Signs and fire extinguishers: \$2,566.64
7. Permits: \$1,735.80
8. Parking striping, signs, and wheel stop installation: \$2,900.00
9. Access key card and panic button installation: \$12,696.21



W19033 Customer Service Trailers - Initial Cost



**B. Removal Cost**

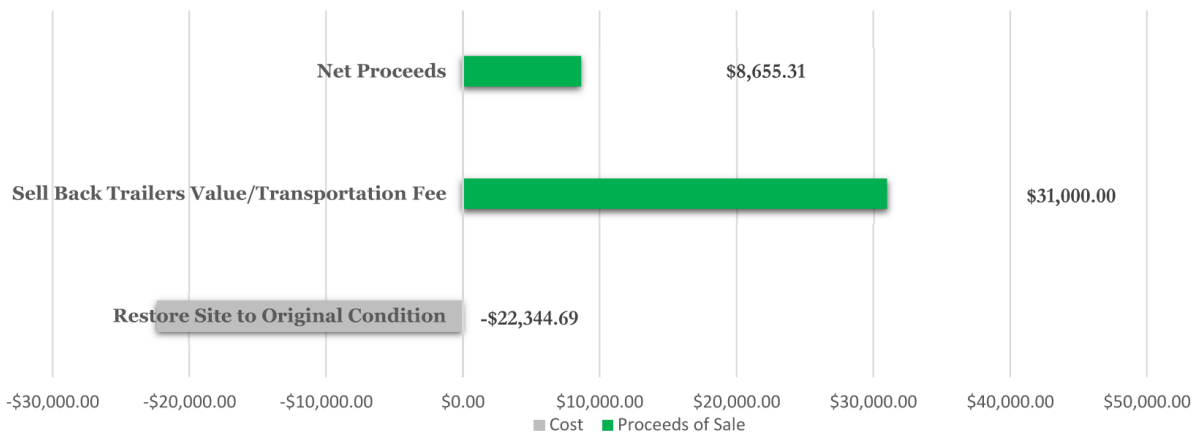
The Removal Cost covers the removal of the Trailers by Option 4 – Sell Back Trailers to Pacific Mobile Structures, Inc. The District will be responsible to restore the site to its original condition before the Trailers were installed which includes to restripe the parking lot and patch the asphalt pavement, disconnect electrical wires and panel, removal of key card access and panic button, removal of posts, and installation of tubular iron fence. The total cost will be \$22,344.69. Attached as **Exhibit E** are the submitted vendor proposals. Below is a list of items:

1. Paving and striping: \$6,890.00 – Hardy & Harper
2. Remove electrical conduits: \$4,500.00 – Hydro Industrial Electric
3. Remove key card access and panic button: \$1,754.69 – CRB Security
4. Installation of tubular iron fence: \$9,200.00 – Westbrook Fence

**Option 4 – Sell Back Trailers to Pacific Mobile Structures, Inc.**

The Trailers were purchased from Pacific Mobile Structures, Inc. in 2019. They are interested in buying back the Trailers for \$31,000.00 which includes removal, transportation, title transfer, and fleet integration fee. Attached as **Exhibit F** is the Pacific Mobile Structures, Inc. submitted proposals. The cost to restore the site to its original condition is \$22,344.69. Option 4 – Sell Back Trailers to Pacific Mobile Structures, Inc. will have a net proceed of approximately \$8,655.31 and will need to be approved by the Board. A figure is as follows:

W19033 Customer Service Trailers - Sell Back Trailers Removal Cost



**FISCAL IMPACT:**

This project is included in the Fiscal Year 2020/21 Capital Improvement Budget under the W19033 Customer Service Trailers project. The project has no funds and will need \$22,344.69 to restore the site to its original condition. The W17012 Bloomington Pipeline Replacement Project has funds available to transfer. A summary of the requested budget transfer is as follows:

CIP FY 2020-2021 Project Name	Current Budget	Construction Cost	Transfer From/To	Remaining Budget
W17012 Bloomington Pipeline Replacement	\$65,034.15	\$0.00	(\$22,344.69)	\$42,689.46
W19033 Customer Service Trailers	\$0.00	\$22,344.69	22,344.69	\$0.00

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors authorize staff to sell the Customer Service Trailers, approve the vendor proposals in the amount of \$22,344.69 to restore the site, and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,




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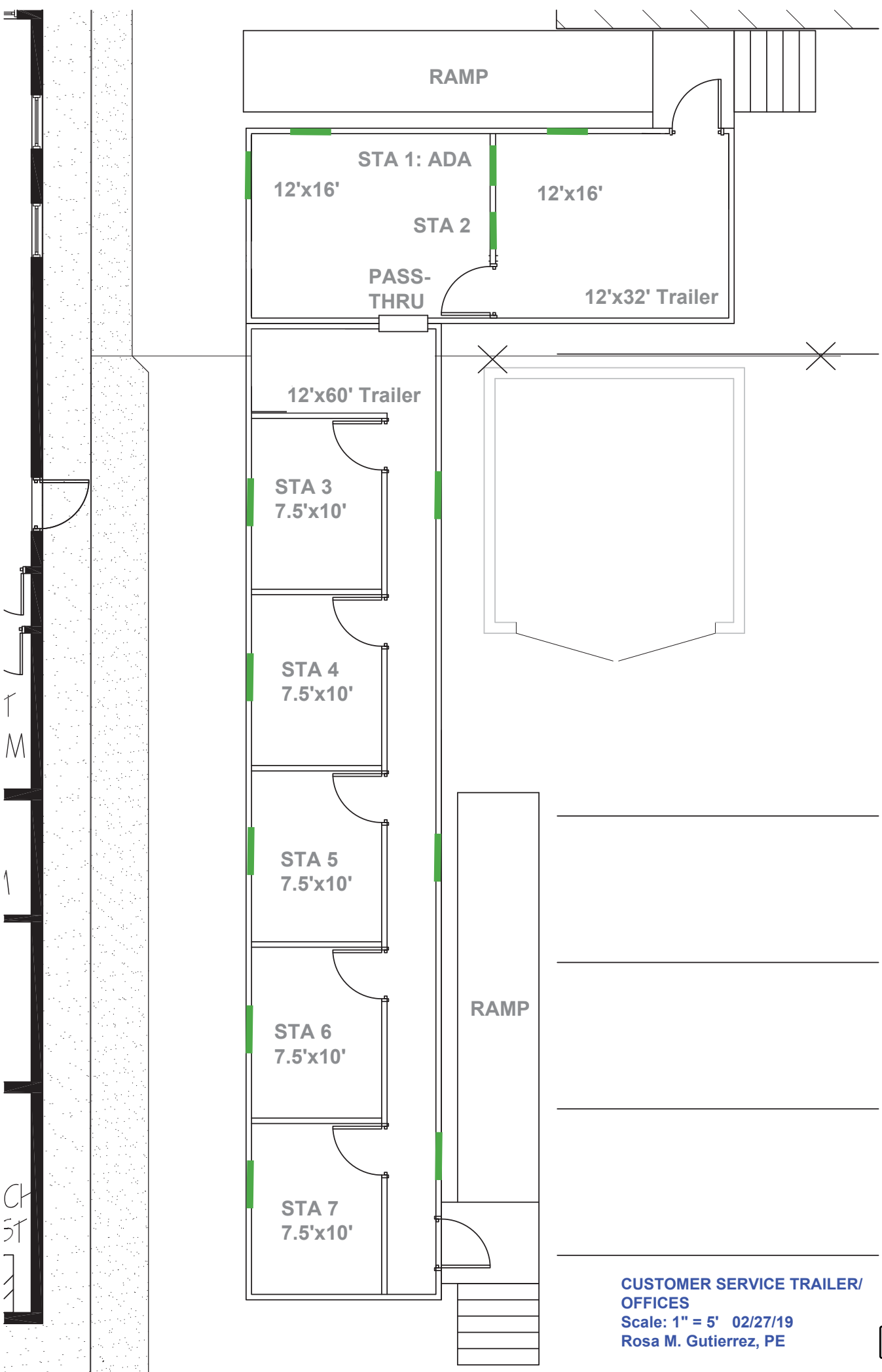
Clarence Mansell Jr, General Manager

BP:pa

**ATTACHMENT(S):**

1. Exhibit A - Trailers Layout
2. Exhibit B - Trailers Location Exhibit
3. Exhibit C - City of Rialto Incomplete Letter
4. Exhibit D - City of Rialto Temporary Trailers Extension Letter
5. Exhibit E - Vendor Proposals
6. Exhibit F - Pacific Mobile Structure Inc Proposal

# EXHIBIT A



T  
M

↑

CH  
ST

RAMP

STA 1: ADA

12'x16'

12'x16'

STA 2

PASS-  
THRU

12'x32' Trailer

12'x60' Trailer

STA 3  
7.5'x10'

STA 4  
7.5'x10'

STA 5  
7.5'x10'

STA 6  
7.5'x10'

STA 7  
7.5'x10'

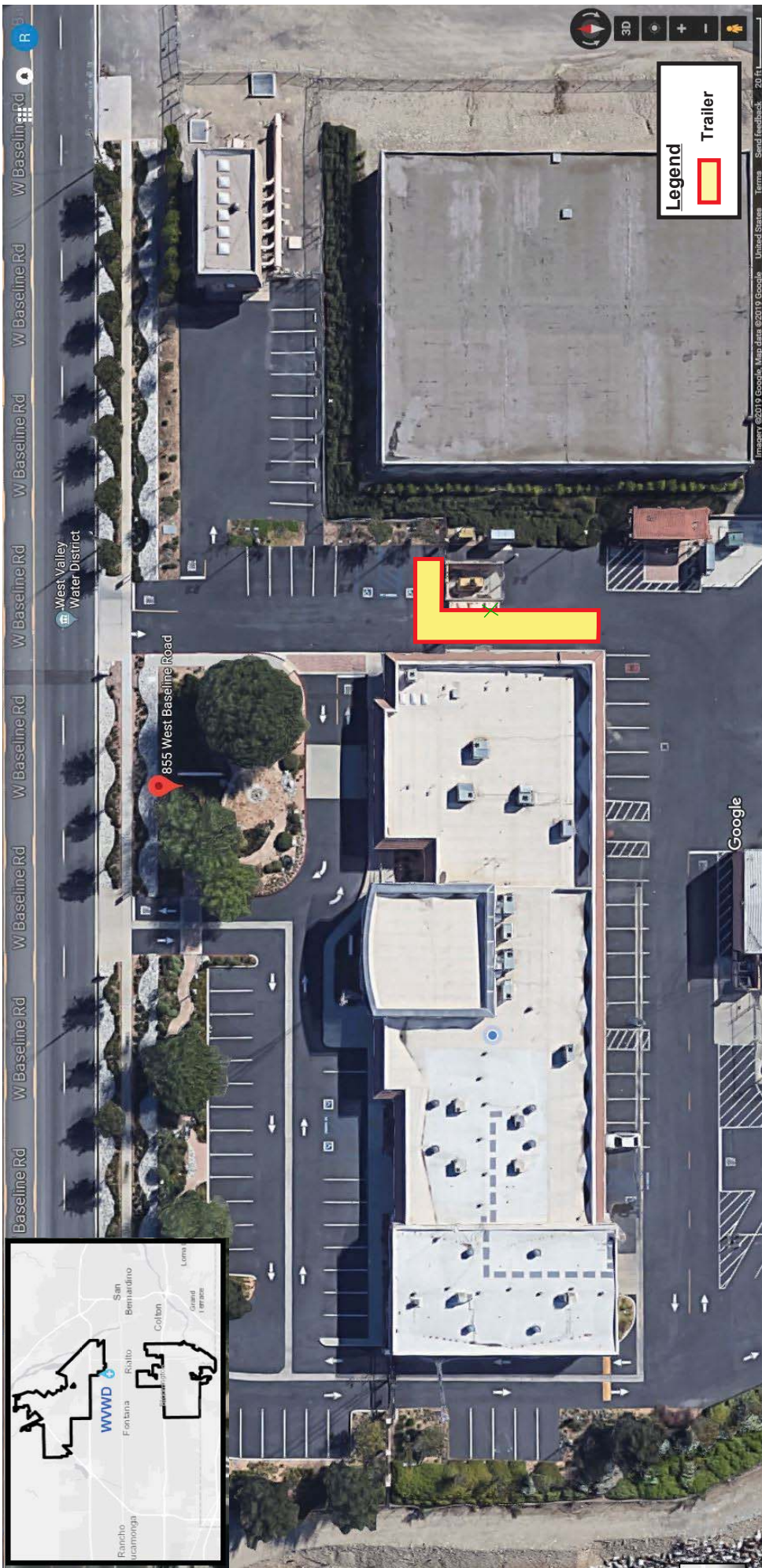
RAMP

CUSTOMER SERVICE TRAILER/  
OFFICES

Scale: 1" = 5' 02/27/19

Rosa M. Gutierrez, PE

# EXHIBIT B



**Site Plan**  
**Customer Service Foyer Renovation Project**  
**Location for Trailers During Construction**  
 Date: 02/27/19  
 Rosa M. Gutierrez, P.E.



# EXHIBIT C





# City of Rialto California

April 2, 2020

West Valley Water District  
Bertha Perez  
855 W. Baseline Road  
Rialto, CA 92376

**Re: Master Case No. 2020-0011 (PPD No. 2020-0010):** A request to allow the permanent usage of two (2) temporary modular buildings (APNs: 0128-021-14) located at 855 w. Baseline Road within the Utility (U) zone.

Dear Ms. Perez:

Thank you for the submittal of the above referenced application on February 24, 2020. Staff has reviewed the application and has the following comments and corrections. As such, the application has been determined to be incomplete. Please provide responses to the items listed below.

## **SUBMITTAL REQUIREMENTS:**

1. The Environmental Assessment Review shall be paid in the amount of \$325.10.
2. Submit color elevations for the proposed buildings.

## **COMMENTS:**

### **PLANNING DIVISION:**

Reviewed By: Edgar Gonzalez, Assistant Planner - (909) 820-2525 ext.2139—[egonzalez@rialtoca.gov](mailto:egonzalez@rialtoca.gov)

1. Submit a parking analysis of the site, specifying the square footage of the existing and proposed buildings with corresponding uses. The analysis shall be conducted using Section 18.58.050 of the Rialto Municipal Code.
2. Per Section 18.61.100 of the Rialto Municipal Code, plywood siding is not an allowable finish material for the construction of a new building or structure. The office buildings shall include an exterior plaster finish with a consistent color to conform with the existing building.
3. Per Section 18.61.100 of the Rialto Municipal Code, the front ramp/rail facing Baseline Road shall be reconstructed with a decorative material to match the architecture of the building or additional landscape shall be incorporated around the ramp/rail to properly screen any metal rail from public view. If landscape will be incorporated, provide a preliminary landscape plan.



4. Per Section 18.61.150 of the Rialto Municipal Code, a trash enclosure shall be incorporated to the site. If existing, illustrate trash enclosure into the site plan.

FIRE DEPARTMENT:

Reviewed By: Kerri Rodriguez – (909) 820-2691 – [krdriguez@rialtoca.gov](mailto:krdriguez@rialtoca.gov)

5. Show the existing fire hydrant locations on the site plan.
6. Specified on the plans that fire sprinklers will be installed for the proposed offices.

BUILDING DIVISION:

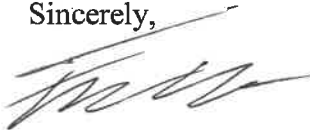
Reviewed By: Gary Willis – (909) 820-8038 – [gwillis@rialtoca.gov](mailto:gwillis@rialtoca.gov)

7. Provide accessibility and path of travel on the site plan.
8. Development Impact Fees (DIF) will be required to be paid prior to the issuance of any building permits. Add a notation on the site-plan that acknowledges that DIF fees will be paid prior to the issuance of any building permits.
  - a. An estimate of the DIF amount can be provided by contacting James Caro, Building Manager, at (909) 820-2505 x4962 or at [jcaro@rialtoca.gov](mailto:jcaro@rialtoca.gov).

Master Case No. 2020-0011 will not be further processed until such time as the aforementioned items are submitted and/or addressed on the project plans. Upon receipt of the required information, your application will again be reviewed to determine if it can be accepted as complete. Please note the Development Review Committee may impose additional corrections and/or conditions on the project once the project is scheduled for action.

Should you have any questions, or if you would like to meet and discuss the project in person, please do not hesitate to contact me at (909) 820-2525 ext. 2139 or at [egonzalez@rialtoca.gov](mailto:egonzalez@rialtoca.gov).

Sincerely,



Edgar Gonzalez  
Assistant Planner

# EXHIBIT D



# City of Rialto California

August 3, 2020

West Valley Water District  
Bertha Perez  
855 W. Baseline Road  
Rialto, CA 92376

**SUBJECT: WEST VALLEY WATER DISTRICT MODULAR BUILDINGS**

Dear Ms. Perez:

On April 8, 2019, West Valley Water District was granted a temporary use permit to install two (2) modular buildings at 855 W. Baseline Road to be used as supplemental offices. The permit was set to expire on October 28, 2019. On November 6, 2019, an extension of the temporary use permit was granted and set to expire on April 29, 2020.

On February 24, 2020, you submitted a development application (Master Case No. 2020-0011 and Precise Plan of Design No. 2020-0010) requesting approval to allow the permanent usage of two (2) modular buildings at 855 W. Baseline Road. On April 2, 2020, City staff sent you a letter outlining corrections that would need to be made to complete your development application.

On April 27, 2020, you submitted a request to extend the temporary use permit until October 29, 2020 to allow more time to complete the entitlement process. If a complete development application is submitted by September 30, 2020, the City will be able to consider approval of the project and establish a feasible timeline for completion.

If you have any questions, please call Edgar Gonzalez, Assistant Planner, at (909) 820-2525 x2139.

Sincerely,

Karen Peterson  
Community Development Manager  
City of Rialto

# EXHIBIT E



32 RANCHO CIRCLE  
LAKE FOREST, CA 92630  
(714) 444-1851 FAX (714) 444-2801  
STATE LIC. NO. 215952  
DIR NO. 1000000076

<b>To:</b> WEST VALLEY WATER DISTRICT	<b>Contact:</b> ROSA GUTIERREZ
<b>Address:</b> 855 W. BASE LINE ROAD RIALTO, CA 92377	<b>Phone:</b>
	<b>Fax:</b>
<b>Project Name:</b> 855 W BASELINE / RIALTO	<b>Bid Number:</b> 19-001134
<b>Project Location:</b>	<b>Bid Date:</b> 6/29/2020

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	PATCH REPAIR 28 EXISTING HOLES (2' X 2' X 4") + (3) COLUMNS (24' X 24')	1.00	LS	\$5,490.00	\$5,490.00
2	STRIPING PER PLANS	1.00	LS	\$1,400.00	\$1,400.00

**Total Bid Price: \$6,890.00**

**Notes:**

• **INCLUSIONS:**

- LABOR, EQUIPMENT & MATERIAL
- PRICE BASED ON (1) MOVE-IN - \$3,500.00 FOR EACH ADDITIONAL MOVE-IN
- PRICE BASED ON MINIMUM 8 HR SHIFTS
- PRICE GOOD THROUGH 08/31/2020
- CUT, LOAD, HAUL, SWEEP & TACK
- SURVEYING, ENGINEERING AND STAKING BY OTHERS. ALL FINISHED FILLS, INCLUDING FILLS AT GRADE BREAKS TO BE PAINTED ON THE GRADE / PAVEMENT BY PRIME CONTRACTOR AT 25' STATIONS AT NO COST TO HARDY & HARPER, INC. FILLS TO BE GIVEN PRIOR TO PAVING
- PROPOSAL & ENTIRE CONTENTS SHALL BE INCORPORATED INTO SUBCONTRACT - MINIMUM 6 WEEKS NOTICE FOR ALL SCHEDULING

• **EXCLUSIONS:**

- QCQA, ARHM, ENGINEERING, PERMITS, BONDS, FEES, INSPECTION FEES, SWPPP, LAYOUT, SURVEY, GRADE CHECKER, OIL INDEX
- TEMP AC, TRENCH/SLOT PAVING, MEDIAN PAVING, SAWCUT, CRACKFILL, WEEDKILL, FOG SEAL, PRIME COAT, SLURRY, SEAL COAT
- COLDMILL, INERTIAL PROFILE, MUST GRINDS, PROFILOGRAPH, PRE-PAVE IRI & GRINDING, CLEAN EXISTING AC, STEEL PLATES
- IMPORT/EXPORT, SUBGRADE PREP & REMOVAL/COMPACTION, GRADING, FINE GRADING, PCC BACKFILL, REDWOOD HEADER
- PROTECTION / LOCATING OF EXST. UTILITIES, UTILITY ADJUSTMENTS, SPEED BUMPS, POSTING
- DRAINAGE REQUIREMENTS W/ LESS THAN 2% FALL, TRAFFIC CONTROL, T/C PLANS, CMS BOARD, DETOURS, ROOT PRUNE/REMOVAL
- FABRIC & PLACEMENT, FABRIC REMOVALS / DISPOSAL, STRIPING, TEMP STRIPING & TABS, PROTECTION OF WORK AFTER SHIFT
- HAZARDOUS WASTE, WEATHER DELAYS, TEMPERATURE DELAYS, WATER & SOURCE, OPERATED WATER TRUCK / BUGGY, LIGHTS
- LIQUIDATED DAMAGES NOT DUE TO OUR OPERATION. THIS INCLUDES DAMAGES FOR LATE OPENINGS. TRAINING & FEES
- SAFETY TRAINING, TWIC, BADGING COST, SANDBLASTING, STRIPING REMOVALS, NIGHTS & WEEKENDS, AS BUILDS
- Payment in full upon completion or it is agreed that 1% per month will be charged when account becomes overdue.

**Payment Terms:**

NET 30

<p><b>ACCEPTED:</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p><b>Buyer:</b> _____</p> <p><b>Signature:</b> _____</p> <p><b>Date of Acceptance:</b> _____</p>	<p><b>CONFIRMED:</b></p> <p><b>Hardy &amp; Harper, Inc.</b></p> <p><b>Authorized Signature:</b> _____</p> <p><b>Estimator:</b> Christiana Cook (909) 815-6752</p>
--	---



# CRB Security Solutions

15154 Golden West Circle  
Westminster, CA 92683  
Tel: (800) 642-7675 \* Fax: (714) 892-0571  
SCL # 937466 - ACO # 6877

**Client:**

Date: 06/30/20

West Valley Water District  
Rosa Gutierrez  
855 W. Base Line  
Rialto, CA 92377  
909-875-1322 (Tel)  
909-875-1361 (Fax)

**Job Description:** Access Security - Headquarters - Remove Security from Temp Trailers

PART #	DESCRIPTION	COST	QTY	TOTAL
MISC.	JOB MATERIALS	\$125.00	1	\$125.00
			Sub Total	\$125.00
			Sales Tax	\$9.69
			Installation	\$1,620.00
			<b>Total</b>	<b>\$1,754.69</b>

**Warrantee:**

CRB Security Systems warrantees all parts and labor for a term of one year. CRB will replace or repair any manufacturers defects of the equipment it installs. The warrantee does not cover any abuse or vandalism.

**Westbrook Fence Inc.**

P.O. Box 90310

San Bernardino, CA 92427

909-887-2638

Fax # 909-887-2648

**Proposal**

DATE	Proposal #
7/1/2020	5360

NAME / ADDRESS
West Valley Water District 855 W. Baseline Rd. Rialto, CA 92376

JOB ADDRESS

PROJECT	TERMS	REP
	Due on receipt	

DESCRIPTION	QTY	UNIT	TOTAL
Install slump stone pilasters to match existing.	2	3,500.00	7,000.00
Fabricate Iron fence panels to match existing exactly. All material will be powder coated black.	2	1,100.00	2,200.00
All prices include prevailing wage. DIR# 1000005719			
Thank you for your business.	<b>TOTAL</b>		\$9,200.00

CUSTOMER AUTHORIZATION SIGNATURE \_\_\_\_\_

Date \_\_\_\_\_



# EXHIBIT F



July 2, 2020

Attn: West Valley Water District  
PO Box 920  
Rialto, Ca 92377

Regarding the used mobile building for sale referenced as: (1) 12x32 mobile office manufactured by TSI, Pacific Mobile serial number 1643

We will offer to purchase the referenced building above for \$9,500.

Additionally, Pacific Mobile Structures will cover removal, transport, title transfer and fleet integration costs valued at \$5,870.

We will include the following services in our scope of work:

- We will disassemble the building, remove and dispose of blocking and steel piers, remove from foundation, and prepare all floors for safe transport.
- We will remove all seismic Anchors and tie downs.
- We will handle skating and or rolling away from the existing decking, if required to carefully remove each building from your site.
- We will handle transportation, permits, and pilot service required for removal from your site.
- We will reinstall the axles, tires, and tow bar (this includes the purchase of missing items such as tires and axles)
- We will complete the title transfer process through the State of CA Department and handle the transfer fees with a power of attorney form.

Not included:

- Any utility disconnections. (Electrical, plumbing, fire sprinklers, phone, alarm, data, etc.) All disconnections to be completed prior to dismantle crew arriving on site.
- Removal of any sidewalks, any concrete pads/footings, or any attachments to the mobile building, such as porches, decks, etc. that are not already noted in the above inclusions.
- The removal/ install of Site built chain link fencing.
- Back fill of any pits, holes, or repair to landscape/sprinklers, concrete, or other surfaces.
- Emptying detached contents within the building or clearing the site for access to the building.

We have the right to withdraw our offer should the condition of the mobile building not be as represented upon removal, or should the offer be accepted after **30 days** and we no longer have an interest in this building.

This offer is pending proof of a clear and clean title with current and up to date registration. All paperwork (license, registration, title, etc.) must be properly available, to complete the HCD title transfer process.

Sincerely,

Sam Rivera  
Regional Operations Manager  
209-846-7291 Direct

Offer Accepted:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_



July 2, 2020

Attn: West Valley Water District  
PO Box 920  
Rialto, Ca 92377

Regarding the used mobile building for sale referenced as: (1) 12x60 mobile office manufactured by Silver Creek Industries, Pacific Mobile serial number 7411

We will offer to purchase the referenced building above for \$21,500.

Additionally, Pacific Mobile Structures will cover removal, transport, title transfer and fleet integration costs valued at \$11,985.15.

We will include the following services in our scope of work:

- We will disassemble the building, remove and dispose of blocking and steel piers, remove from foundation, and prepare all floors for safe transport.
- We will remove all seismic Anchors and tie downs.
- We will handle skating and or rolling away from the existing decking, if required to carefully remove each building from your site.
- We will handle transportation, permits, and pilot service required for removal from your site.
- We will reinstall the axles, tires, and tow bar (this includes the purchase of missing items such as tires and axles)
- We will complete the title transfer process through the State of CA Department and handle the transfer fees with a power of attorney form.

Not included:

- Any utility disconnections. (Electrical, plumbing, fire sprinklers, phone, alarm, data, etc.) All disconnections to be completed prior to dismantle crew arriving on site.
- Removal of any sidewalks, any concrete pads/footings, or any attachments to the mobile building, such as porches, decks, etc. that are not already noted in the above inclusions.
- The removal/ install of Site built chain link fencing.
- Back fill of any pits, holes, or repair to landscape/sprinklers, concrete, or other surfaces.
- Emptying detached contents within the building or clearing the site for access to the building.

We have the right to withdraw our offer should the condition of the mobile building not be as represented upon removal, or should the offer be accepted after **30 days** and we no longer have an interest in this building.

This offer is pending proof of a clear and clean title with current and up to date registration. All paperwork (license, registration, title, etc.) must be properly available, to complete the HCD title transfer process.

Sincerely,

Sam Rivera  
Regional Operations Manager  
209-846-7291 Direct

Offer Accepted:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PURCHASE CARD POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

**PURPOSE:**

**To establish a uniform policy and procedure for the use of District Purchase cards to procure goods, travel and travel related expenses.**

**GENERAL POLICY:**

The purpose of this policy is to establish limitations under which District staff may use District purchase cards to purchase goods and services on behalf of the District and incur certain expenditures as authorized by this regulation. This policy is intended to ensure that the use of purchase cards is accomplished in accordance with District Purchasing policies, and that appropriate internal controls are established when using purchase cards so that they are used only for authorized purposes. The establishment of use of purchase cards is to provide a convenient method of purchasing and reduce the need for purchase orders and the use of petty cash. The cardholder is responsible for ensuring the Purchasing Card is used appropriately.

**PROVISIONS:**

**A. Applicability**

This policy applies to Department Heads who have selected employees to use purchase cards. It also applies to those employees authorized by their Department Head to use purchase cards to purchase goods or for specific expenditures authorized by this policy. The decision to approve and recommend issuance of a purchase card to the Chief Financial Officer ("CFO") for an employee will be made by the Department Head, in accordance with this policy and other financial policies and procedures. Approval for purchase card issuance must also be given by the **General Manager and or CFO.**

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
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In all cases, District staff is expected to exercise good judgment and follow all requirements in this policy in the type of purchases and expenses incurred while using a District purchase card.

If an employee covered under this policy has questions regarding this policy, the employee can contact the CFO or designee. Further, detailed procedures regarding this policy can be found in Attachment A.

**B. The Purchase Card**

Each Department Head is responsible for and shall approve the use of a purchase card by individual staff members in their department. The purchase card will include the authorized user's name, District's name, District's account number and expiration date. The card contractor (US Bank for CalCard) will have no individual cardholder information other than the cardholder's work address. No credit records, social security numbers, etc. of the designated credit/purchase cardholder are maintained, except those required by law. To request a credit/purchase card, the "Cal Card Cardholder Account Form" (Attachment B) must be submitted to the Purchasing Agent. The Accounting/Finance department will administer the Purchasing Card Program and will also be responsible for accumulating, reporting, and coordinating all reports to the Departments, Purchase Card Authorizations and Proof of Identification.

Any purchase may require a merchant to ensure proper authorization. Thus, a District issued identification card must be presented along with the use of the purchase card. If a merchant uses a "Point-of-Sale" terminal, the purchase card information is transmitted electronically to the card issuer for authorization. When a Point-of-Sale terminal is used, all transactions must be authorized regardless of the amount.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
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### C. Cardholder Spending Limits

1. The delegation of authority that has been provided to each cardholder sets the maximum dollar amount for each single purchase ("Single Purchase Limit"), and a total for all purchases made with a purchase card within a given billing cycle (30- Day Limit). Each time a cardholder makes a purchase with his/her card, these limits will be checked, and the authorization request will be declined should the amount exceed those amounts. All cardholders, except for the CFO and General Manager, will have a single purchase limit not to exceed the Department Head Single Purchase Limit which is described below. The General Manager and CFO will have a single purchase limit not to exceed purchasing limits as described below. The District's limits are as follows:
  - i. Department Head Single Purchase Limit - Not to exceed Level-1 purchasing limit per Purchasing Policy, eff.     -    -      
2020 of \$10,000
  - ii. CFO Single Purchase Limit - Not to exceed Level-2 purchasing limit per Purchasing policy, eff.     -    -2020 of \$10,000
  - iii. General Manager Single Purchase Limit - Not to exceed Level-3 purchasing limit per Purchasing Policy, eff.     -    -      
2020 of \$25,000
2. Daily, weekly, or monthly expenditure caps will be determined by the Chief Financial Officer.
3. Department Heads may establish lower limits for their employees who are issued purchase cards.
4. Occasionally, a unique situation may require a purchase over a

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PURCHASE CARD POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

cardholder's established limits. In such case, the cardholder shall make a written request to the Chief Financial Officer or the General Manager to request authorization of a purchase that would be in the limits of such respective offices in accordance with the Purchasing policy. If the request is approved in writing, the Chief Financial Officer will contact the credit/purchase card issuer to temporarily increase the cardholder's spending limits and notify the appropriate Department Head and the Finance Department.

5. The purchase card is to be used for District purchases ONLY. It may not be used for personal purchases or expenses even if the employee subsequently reimburses the District.
6. Notwithstanding the procedures and limits in this policy, all applicable budget and purchasing limits and authorization requirements continue to apply. Employees are responsible for assuring that their purchases are within their authority and within all applicable limits regardless of the fact that the purchase cards may be accepted by a vendor or the card issuer for a particular transaction. Questions can be directed to the appropriate Department Head or the Chief Financial Officer.

### E. Cardholder Spending Limits

The purchase card that the cardholder receives has his/her name embossed on it and may be used only by that cardholder. No other person is authorized to use the card. Any authorized or unauthorized use of the card is the employee's responsibility, except in cases where the card is lost or stolen. If a card is lost or stolen a report will need to be made within 12 hours to the Purchasing Division. A report to the purchase card issuer will need to be made immediately when the cardholder realizes the card has been lost or stolen.



## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
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### F. Conditions for Use

Use of the purchase card must meet the following conditions:

- 1) Each employee that is issued a purchase card will be given a copy of the purchase card policy and will be required to attend an orientation meeting, sign for the card, read and sign a purchase card policy acknowledgement prior to receiving their purchase card.
- 2) When the Finance Department receives the Purchasing Card from the Bank, the cardholder must personally sign for their Purchasing Card. The Finance Department will notify the appropriate Department head or designee of the issuance of a Purchasing Card to an employee.
- 3) The total of a single purchase may be comprised of multiple items cannot exceed the authorized single purchase limit. Purchases will be declined by the merchant if the authorization single purchase limit is exceeded. Purchases are not to be split in order to stay within the single purchase limit.
- 4) All items purchased over the counter to be paid for using the card must be immediately available. No back-ordering is allowed, unless it is for a period not to exceed two (2) months and does not cross fiscal years.
- 5) Items purchased by telephone order that will not be confirmed with a written order and be paid for using the card must be delivered by the merchant within the 30-day billing cycle. The order may not be placed without this assurance.



**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PURCHASE CARD POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

1. When placing a telephone order to be paid using the purchase card, cardholder will:
  - a. Confirm that the vendor agrees to charge the purchase card when shipment is made so that receipt of the supplies may be certified on the District's monthly account. If the vendor does not agree or if the vendor changes his/her mind during the process, the department may no longer use this vendor.
  - b. Instruct the vendor to include the following information on the shipping document or packing slip: cardholder name and department, building number, room number, street address, city and state; cardholder telephone number; the term "credit card."
  - c. A log shall be used by the department to document and record telephone purchase card orders. The documentation is to be held until the monthly billing statement is received and then attached to the statement when it is submitted to the Department Head for approval. The Department Head must review the monthly billing statement to ensure that each telephone charge is properly supported and documented on the log.
  
2. When placing an internet order to be paid using the Purchasing Card, the cardholder will:
  - a. Confirm that the vendor agrees to charge the Purchasing Card when shipment is made so that receipt of supplies may be certified on the monthly Statement of Account.

## ADMINISTRATIVE PROCEDURES



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- b. In the special instructions or notes portion of the order include the following:
- i. The term "Purchasing Card" or "Credit Card"
  - ii. Cardholder name and division
- 6) The purchase cards may not be used for services, unless the services have an appropriate contract, updated insurance certification on file, and the contract amount does not exceed \$5,000.
- 7) Special Approval Items: Department Head approval is required before purchasing the following items with the credit/purchase card.
- a. Purchase of gasoline or oil for fleet vehicles;
  - b. Repair of fleet vehicles;
  - c. Personal clothing or footwear, except emergency situations when required for safety;
  - d. Printing or copying services;
  - e. Telephone calls;
  - f. Payments for training/conference fees where travel is not necessary.
  - g. Travel and lodging if a travel approval form is signed by the Department Head

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
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### G. Documentation, Reconciliation and Payment Policy

Any time a purchase is made with the purchase card, whether done over the counter, by telephone or via the internet, a receipt or other similar document shall be retained by the Department as proof of purchase and to provide back-up documentation, if required, for the reconciliation of the purchase. The receipt or other similar document can be used to verify the purchases shown on the cardholder's monthly statement. The receipt should be kept for a period of two years. If for any reason the cardholder does not have documentation of the transaction to provide with the statement, the cardholder should attach an explanation that includes a description of the item, merchant name, and reason for the lack of other supporting documentation, so that supervisors can make informed decisions as to their approvals of purchase card transactions.

### H. Card Restrictions

The following list sets forth prohibited purchases with the purchase cards

1. Cash advances through bank tellers or automated teller machines.
2. Purchase of items stocked in the District Warehouse, (i.e., items kept in central stores or items for which the District has a centralized contract such as coffee supplies, paper, and postage), unless required in emergencies.
3. Microcomputer software and hardware (unless approved in writing by the **Director of General Services**).
4. Personal items even if the employee reimburses the District.

## ADMINISTRATIVE PROCEDURES



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5. Fixed or controlled assets (without prior approval)

6. Purchase of alcoholic beverages

Department Heads may promulgate additional regulations that further restricts or prohibits use of the credit/purchase card for certain purchases.

### I. Payment and Invoice Policy

1. Purchases made by District staff will be paid by the Finance **Department**. However, the certification and account coding assigned by the cardholder has to be completed for each transaction.
2. The cardholder is responsible for reviewing the purchase card statement of activity and to note any errors on the bill.
3. The Department Head or designee will be responsible for reviewing cardholder statements, items purchased, and account code assignment. Department Heads, or their designees, will also need to resolve any questions on the purchases, as well as sign off on the (on-line) statement indicating that each item has been reviewed and approved. The Department Head designee for "Supervisor Reviewed" (electronic) signoffs must be of management status or above.
  - a) The "Statement of Account" requires the cardholder and the cardholder's Department Head, or designee, to review the statement and to note any errors on the bill. Further (on-line) the cardholder will be required to fill in account code information as well as a certification that the transactions on the Statement of Account are accurate. While viewing the statement of account the cardholder and the card holder's department head will be required to check off that both individuals have reviewed and approved

## ADMINISTRATIVE PROCEDURES



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each transaction, as well as the account coding assigned. Such information will be obtained from the Finance Division (through the same website if done online), reviewed for completeness, and entered into the accounting system. Non-compliance with these procedures may mean denial of future use.

- b) Purchase card issuer will issue the "Statement of Account" the same day each month. [If applicable, the Statement of Account will also be available on-line through an on-line communication and reporting application provided by the Purchase card issuer. Purchase card users and approvers of transactions will have access to this web site and will be responsible for updating certain required information regarding such transactions.]

If the cardholder will be absent from work (whether for travel or leave of absence) when the Statement of Account is issued and will not be able to review the Statement and fill-in the account codes, it will be the responsibility of the cardholder to seek the approval of the Department Head, or designee, for that month's transactions. The Department Head will either certify or dispute the transactions and then send a copy of the signed statement for the absent employee to the Finance Division. Alternatively, the Department Head may sign off on the cardholder's (on-line) statement indicating that the transactions and the assigned account coding are approved. The original cardholder statement will be signed by the employee at the time he/she returns

- c) All of the payment and invoice procedures described in this section must be completed within one week of when a transaction gets posted to the purchase card issuer's (online) statement.

**ADMINISTRATIVE PROCEDURES**



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
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**J. Purchase Disputes**

1. If items purchased with the purchase card are found defective or the repair or services faulty, the cardholder has the responsibility to return item(s) to the merchant for replacement or to receive a credit on the purchase. If the merchant refuses to replace or correct the faulty item, then the purchase of this item will be considered to be in DISPUTE.
  
2. It is essential that the time frames and documentation requirements established by the purchase card issuer be followed to protect the cardholder's rights in dispute. Dispute policies and procedures issued by the purchase card issuer will be provided at the time purchase cards are issued to cardholders.
  
3. In the event of a disputed transaction, the cardholder shall contact the purchase card issuer (US Bank Customer Service) at the phone number on the back of the card for guidance on a resolution. The cardholder shall also contact the Purchasing division with the details of the dispute. Reference should be made to any contact with the vendor, names, telephone numbers, etc., that would be helpful in research of the dispute.
  
4. The purchase card issuer representative that receives the details of the dispute will provide the cardholder with a confirmation number, as reference to the dispute. The cardholder shall include and note this confirmation number on their monthly statement, as well as provide it to the Purchasing division at the time of dispute.
  
5. If fraud is suspected against a credit/purchase card, it is the responsibility of the cardholder/supervisor to immediately report it to the purchase card issuer by calling the telephone number on the back of the purchase card.

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6. The Department Head or designee will be required to make a written report to the CFO or designee WITHIN 12 HOURS by completing the Fraud Report Form (Attachment D). The form shall include the complete information on the alleged fraud, the date it was discovered, and any other information that may be relevant to the incident.
7. The CFO or designee shall place a hold (or cancel the card) on the purchase card until the investigation is completed.
8. Purchases/Charges against the purchase card suspected to be fraudulent shall be assigned to a special account until the investigation is completed.
9. When reviewing the statement, the card holder should assign the fraudulent charges as well as the credit or negative amount the same program and account code from their budget unit, which will cancel out when posted with a journal entry; therefore, the net charge to the program will be zero.

**K. Emergency**

The purchase card may be used for “on site” services during an emergency situation where time is of the essence. “Emergency” is defined as a sudden and unexpected and/or non-contemplated event that requires the immediate need and acquisition of services necessary that, without such acquisition action the public health, welfare or safety may be jeopardized. Failure to plan for the purchase or to allow adequate lead-time does not constitute an emergency.

In the event that the purchase card is used to purchase an on-site emergency service, the cardholder must contact the Purchasing division prior to the scheduled service date to arrange for insurance coverage for



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the supplier.

Emergency procedures must be supported by a written explanation attached to the monthly statement stating:

1. Why the service was necessary; and
2. Program impact if service had been filled through normal ordering procedures.

The Emergency “on-site” Service purchased on a purchase card must be limited to the nature of the emergency, up to the cardholder’s single purchase limit.

The procurement card request form is required when requesting to raise a spending limit or any other changes to the purchase card information. The supervisor, manager, or department head is required to contact the purchasing division to request the spending limit be returned to their normal levels after the emergency or disaster.

### L. Requests for Initial, Additional or Changes to Purchase Cards

All requests for purchase cards must be approved by the Department Head and/or CFO and General Manager if applicable.

### M. Annual-Inventory of Credit/purchase Cards

On an annual basis, the Purchasing Division ("Purchasing") will provide a list of purchase cards issued to employees for each Department Head. Department Heads, or their designee, will conduct a physical inventory of purchase cards and provide a report to the Purchasing Division of the results of the inventory. This is to maintain the credibility of the program



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and to prevent fraud.

### **N. Lost or Stolen Credit/Purchase Cards**

If any employee should lose or have their purchase card stolen, it is the responsibility of the employee/cardholder to immediately notify the purchase card issuer and Purchasing division of the loss. The telephone number of the purchase card issuer will be provided to the employee when the purchase card is issued.

In addition to notifying the purchase card issuer, the cardholder must notify their Department Head of the lost or stolen purchase card within 4 hours after discovery of the loss or theft of the card. If the Department Head is not available within 4 hours, notice shall be given as soon as possible to another appropriate supervisory or management employee and the cardholder shall follow-up with the Department Head once that person is available. The Department Head will be required to make a written report to Purchasing WITHIN 12 HOURS, that will include the complete information on the loss, the date the loss was discovered, the location where the loss occurred, if known, the purchases that the cardholder had made prior to the loss, and any other information that may be considered as needed. Please see the "Lost/Stolen Purchase Card Report" Form, which is Attachment C.

### **O. Return of Credit/Purchase Card after Separation from District**

Purchase cards are issued to individual employees. If an employee leaves the (whether by transfer or separation from the District, their card must be collected and destroyed in case of separation from the District or returned to the Purchasing Agent in case of transfer to a different department. The Department Head is responsible for communicating with the Risk/Human Resources Division which will be collecting and destroying the purchase

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card or returning the purchase card to the Purchasing Agent. The Department Head shall also provide a memo to the Purchasing Agent that the card has been destroyed or returned if employee is transferred to another department after communication from the Human Resources Division. The Purchasing Agent will contact the financial institution that issued the purchase card and inform them that the purchase card has been destroyed, if applicable

Should a cardholder be transferred within the District to another department, it will be the new Department Head who will determine if the cardholder should be issued a purchase card in their new position.

In the event the Department Head is not able to collect the purchase card when the employee separates from the District, the Department Head shall notify the Purchasing Agent and Human Resources immediately by telephone and follow-up with a memo to take action to ensure the purchase card is voided. The Purchasing Agent will notify the card issuer to void the purchase card to prevent any purchases after the employee leaves.

**P. Violation of Policy**

Any employee who violates any provision of this administrative regulation may be subject to discipline, up to an including termination of employment, in accordance with the existing disciplinary process for misconduct and misuse of District resources.

Department Heads are responsible for resolving and disciplining any action or misuse of the purchase card by that department's employee. The Purchasing Division shall place a hold on purchase cards that are not used according to this policy or when abuse or fraud is suspected.

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Further, Purchase card privileges may be revoked at any time at the discretion of the General Manager, CFO, or their designee. A cardholder’s privileges will be revoked if the cardholder continuously misuses the purchase card or the program. Examples of misuse include, but are not limited to the following:

1. Improper purchases;
2. Frequently lost receipts;
3. Failure to reconcile monthly statements within one week
4. Failure to complete and maintain supporting documentation; and
5. Failure to comply with the intent and details of the purchase card policy or the District’s purchasing policy.

Exhibit A

WEST VALLEY WATER DISTRICT  
CARDHOLDER AGREEMENT

Please review terms stated below and sign:

I certify that I have received and read a copy of the District Purchase Card Policy and that I have received Cal Card No. \_\_\_\_\_ Exp Date: \_\_\_\_\_.

I agree to use this card only for actual and necessary business expenses incurred by me and only by me as Cardholder in accordance with the West Valley Water District Purchasing Card Policy and the West Valley Water District Purchasing Policy. I understand and acknowledge that the use of the card may not be delegated to anyone other than me as a cardholder.

I understand that transactions are limited as indicated below:

Single Purchase Limit: \$ \_\_\_\_\_ 30 Day Limit: \$ \_\_\_\_\_

Transaction Limit \_\_\_\_\_

I understand that the CAL CARD may only be used for official District business. I will not use the CAL CARD to make unauthorized, prohibited or personal purchases. I understand that any misuse of the CAL CARD may be a violation of criminal law. I understand that any purchase that is in excess of the CAL CARD dollar limits, and/or transaction limits, or outside of the approved commodity or merchant categories is unauthorized, as is use of the CAL CARD by anyone other than myself. I understand that unauthorized use of the CAL CARD may result in disciplinary action up to and including termination of my employment and payment for unauthorized charges. I understand that situations may arise when I will need to reimburse the District for certain charges, and I agree to reimburse the District within 30 days of such charge. If no reimbursement has been made within 30 days, I authorize the District to deduct the charges from my payroll check on a pay-date of the District's choosing.

I understand that I am responsible for the Cal CARD's safekeeping at all times. I will immediately notify the Purchase card issuer, Purchasing, and the Department Head in the event that my CAL CARD is lost or stolen, or if I believe the CAL CARD has been used in a fraudulent manner.

I will review the monthly statement immediately upon receipt (or online) and forward verification of charges to the Department Head or designee. If I dispute a charge, I will immediately seek to resolve the problem with the vendor and follow the applicable Dispute

procedures as stated in the Policy.

I understand that the District has the unconditional right to cancel the CAL CARD issued to me at any time. In the event that the District cancels the CAL CARD issued to me, or prior to separation from service, I will immediately cut it in half and return it to the Department Head.

I understand that the CAL CARD is card is valid only while I am employed in this department and that if I transfer to another department, or terminate my employment, I must relinquish the CAL CARD to the Department Head.

Cardholder Name \_\_\_\_\_ Department \_\_\_\_\_

Cardholder Signature \_\_\_\_\_ Date \_\_\_\_\_

EXHIBIT B1: REQUEST FOR PURCHASE CARD  
 CAL CARD SPREADSHEET DATA REQUEST

Please see spreadsheet attached. Below represents the fields that are being requested by the CalCard to issue a card to a card holder, including a sample:

Full Legal First Name	Full Legal Middle Name, blank if none	Full Legal Last Name	First Name appearing on the card	Middle Initial appearing on the card	Last Name appearing on the card	Line 2 Embossing, try to customize to deter fraud	DOB MMDDYY	4 Digit Code for activation	Assigned Credit Limit	% of CL available for cash withdrawal	If yes to Concur/Chrome River, please provide employee ID here	Work Phone	Work Email	Will this be a physical card?
Alexander	Peter	Martin	Alex	P	Martin	CUSTOMIZE-ME	061018	6852	003500	010	APM4517	1234567890	<a href="mailto:alex.martin@abc-co.com">alex.martin@abc-co.com</a>	Y
Cardholder address Line 1	Cardholder address Line 2	City	State/Province	Postal Code	Country									
100 S. Street	Apt. 5	Minneapolis	MN	55402	USA									

**EXHIBIT B2: REQUEST FOR PURCHASE CARD  
SAMPLE DATA COLLECTION FORM  
WITH APPROVALS**

**Information will appear exactly as shown. To ensure accurate/timely processing please print clearly.**

- New**
- Change** (Only complete fields to be changed)
- Delete/Close**      **Cardholder Account #\*\*\*** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\*\*\* - For new cards obtain the card number from the credit card issuer and communicate to card holder

Company Information			
<b>Company Name:</b>	WEST VALLEY WATER DISTRICT	<b>Company #</b>	<b>Agent #</b>

Cardholder Information																					
Name line 1 (21 characters)											Social Security #										
Line 2 (21Characters)	W	E	S	T		V	A	L	L	E	Y	W	A	T	E	R		D	S	T	Date of Birth / /
Address Line 1 (35 Characters)	(Person who will receive memo or statement)										Mother's Maiden Name or Password:										
Address Line 2 (35 Characters)											Work Phone:										
City (23 Characters)							State: CA		Zip Code:												
Employee email:						Employee ID:															

Cardholder Controls (Required unless specified)			
Credit Limit (CSL)	\$	Single Purchase Limit	\$
Authorizations Per Day		Transactions Per Cycle	
ATM Cash Limit	\$0.00	(circle one) Daily / Weekly / Monthly	Request ATM Pin Y or N
Merchant Category Code Group Name/Number:		(select one) <input type="checkbox"/> Include for Authorization, or <input type="checkbox"/> Exclude from Authorization	

Cardholder Approvals			
Prepared By: (Please Print)		Signature:	Date:
Approved By: (Department Head Only)		Signature:	Date:
Approved By: (Authorized Signer or Program Administrator)		Signature:	Date:

Bank Use Only
Account Number _____ - _____ - _____ - _____

**EXHIBIT C: WEST VALLEY WATER DISTRICT  
FINANCE DEPARTMENT**

**LOST/STOLEN PURCHASE CARD REPORT**

Submitted by: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

LOST/STOLEN CARD NUMBER:

DATE/TIME OF LOSS:

LOCATION OF LOSS:

PURCHASES MADE PRIOR TO LOSS:

- 1.
- 2.
- 3.

OTHER INFORMATION:



# EXHIBIT D: WEST VALLEY WATER DISTRICT

## FINANCE DEPARTMENT

### PURCHASE CARD FRAUD REPORT

Name of Cardholder		Date Report Submitted	
Name of Supervisor			
Last 4 Digits of the Purchase Card Number		Was the vendor contacted?	
Detailed explanation: (use another sheet if needed)			
Cardholder Signature		Date	
Department Head Signature		Date	

### Finance Use Only

Report Received By	(Print Name & Sign)	Date	Date Report Received:	
Action Taken:				

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### PREFACE

#### Open and Transparent

The District is committed to transparency and accountability and will strive to make businesses aware of all contracting opportunities available to them.

### SECTION I: PURPOSE

The purpose of this policy is to establish guidelines and procedures for the cost effective and efficient purchasing and contracting of supplies, materials, equipment, labor and services, including construction and capital improvements, for West Valley Water District (the District) pursuant to California Government Code (CGC) Section 54201 et seq. This is also to encourage competition for public contracts and to aid the District in the efficient administration of public contracting, to the maximum extent possible, for similar work performed.

*CGC Section 54202* requires every local agency to adopt policies and procedures, including bidding regulations, governing purchases of supplies, materials, and equipment and that said purchases shall be in accordance with duly adopted policies.

*CGC Section 54204* requires that if a local agency is other than a city or county, policies provided for in Section 54202 shall be adopted by means of a written rule or regulation, copies of which shall be available for public distribution.

### SECTION 2: GENERAL POLICY & OBJECTIVES

The general purchasing policy is as follows:

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The District will procure goods and services in support of its administrative, operational, and capital improvement requirements. It is the intent of the District to engage in procurements that ensure it will receive goods and services of the appropriate quantity, of a satisfactory level of quality, delivered in a timely manner, and at a price that represents the best value to the District and its ratepayers. Furthermore, it will employ procurement processes that are fair and equitable and will allow providers of goods and services the greatest opportunity to participate and compete for the District's procurement engagements. Lastly, the policy will support management in cooperatively developing and executing sourcing strategies with the District's Departments for products and services that meet or exceed the District's requirements and to perform these services to the highest ethical and professional standards.

The general purchasing procedures used in the application of the general policy follow de-centralized procedures. The responsibility for the purchase of all products, materials, supplies, furniture, equipment, vehicles and services is divided among the Administration, Operations and Maintenance, Engineering, Human Resources/Risk Management, Customer Service, Information Technologies, Accounting, Billing and Water Conservation Departments. Although assigned different responsibilities, all core systems, methods, policies and procedures remain common. Shared responsibilities include overseeing the professional relationships between West Valley Water District and its vendors and contractors and insuring the highest ethical and professional standards.

Other objectives of this Purchasing policy that are valuable to the District include:

- Assisting Departments in maintaining compliance to all District policies regarding contracting and purchasing.
- Assisting Departments involved in Federal and State grant agreements in maintaining compliance to applicable regulations.

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- Providing leadership through contract negotiation, and vendor management.
- Promoting the use of small, disadvantaged and minority-owned businesses when possible.
- Supporting the District's commitment to environmental responsibility.
- Supporting the District's commitment to the local business community by supporting use of local businesses when possible.

### Applicability:

- All purchases, agreements, services, leases, and/or contracts for materials, supplies, equipment, and other WVWD property shall be made in accordance with this Policy.
- Procurement practices shall comply with laws, regulations and guidelines of the State of California and the provisions of grant or funding agreements, if applicable
- Any employee affecting any procurement action outside of the policies and procedures established within this manual and without Board authorization to do so, may be subject to disciplinary action and/or termination.
- Splitting or separating of material, supply, service, lease, and equipment orders or projects for the expressed purpose of evading the requirements of this Policy is strictly prohibited.

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### SECTION 3: PROCUREMENT AUTHORITY

Procurement Authority shall be exercised and performed by the Board of Directors. This authority includes both the authority to approve procurements and the authority to commit the District to procurements. The Board of Directors may delegate certain authorities to the District's management and staff. These delegated authorities shall be exercised and performed in accordance with applicable federal, state, and local laws and the policies contained herein.

The Board authorizes the General Manager, or his/her authorized representative to exercise certain duties and responsibilities that are essential for the day-to-day operation of the District.

- The General Manager (GM) may delegate the procurement of services and materials to those staff members given specific authority within this policy.
- The GM delegates the authority to act as the District's Purchasing Agent to the Chief Financial officer, or their designee.
- The GM delegates the authority to procure engineering, consulting and design, and construction services for Construction projects to the Directors of Engineering and Operations, or their Designee.
- The GM delegates to Program Managers and Supervisors the authority to determine specifications of goods and services needed, to solicit proper bids, and to obtain proper approvals according to the Authorization Table.

The Authorization Table outlines who may approve and sign contracts and legally binding agreements with external parties that obligate the District. The Authorization Table shall also apply to all Capital Improvement Projects. Capital Improvement Projects shall employ competitive bidding whenever possible and all capital

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procurements that exceed the General Manager's authorization level must be approved by the Board of Directors.

For multiple year agreements, procurement authorization shall be determined by the maximum total dollar value that may be awarded over the duration of the contract, including any option years. If provided for in the original agreement, the Purchasing Agent may in its sole discretion, negotiate a reasonable price revision based on escalation during the option years, if any. Yearly renewals, if required (and noted in original Board Action Item), may then be authorized by the General Manager or his/her designee, regardless of the dollar amount.

Purchases to replenish WVWD's warehouse inventory may be approved by any authorized buyer up to the limit established by the Authorization Table.

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**Authorization Table** – Authorization levels listed below are applicable to procurement of materials and services that are included in the current year adopted budget (including sales tax).

WEST VALLEY WATER DISTRICT PURCHASING			
Purchase Amount	Procurement	Contract Type	Approval Level
<b>\$0 - \$500</b>	N/A	Not Applicable	Forepersons/ Stock Controller
<b>\$501 - \$1,000</b>	2 Verbal or Written Quotes	Purchase Order (PO)	Supervisor/ Board Secretary
<b>\$1,001 - \$5,000</b>	3 Written Quotes	Purchase Order (PO)	Departmental Manager/ Unit Manager
<b>\$5,001 - \$10,000</b>	3 Written Quotes	Purchase Order (PO)	Chief Financial Officer and/or Asst. General Manager
<b>\$10,001 - \$25,000</b>	3 Informal Bids/proposals	Purchase Order & Short Form Contract	General Manager
<b>\$25,001-\$99,999</b>	3 Formal Request for Qualifications/ Proposal/Bids	Professional Service Agreement/ Advertised Technical Proposal for Service, Purchase order & Contract	Board of Directors
<b>\$100,000 +</b>	3 Formal Request for Qualifications/ Proposals/Bids	Advertised Sealed Bids, Professional Service Agreement/ Advertised Sealed Technical Proposal for Service, Purchase Order & Contract for Public Works	Board of Directors

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### SECTION 4: RESPONSIBILITIES

Purchasing Agent –The Purchasing Agent reports directly to the Chief Financial Officer of the District.

A. The Purchasing Agent's responsibilities include:

1. Administration of the Purchasing Policy.
2. Management of the administration of the purchasing policy within the District's Financial Software
3. Management of the District's online procurement software system
4. Review and process Purchase Requisitions
5. Review, process and issue Purchase Orders (PO)
6. Prepare and issue PO change orders
7. Support the deployment and use of field inventory, office supplies and equipment
8. Assist with negotiation and execution of vehicle equipment leases for District vehicle fleet program
9. Review bid documents and bidding procedures.
10. Review all contracts (except Construction).
11. Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of public purchasing.



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12. Assist with evaluating and selecting suppliers and vendors

13. Supervise the receipt and inspection of all materials, supplies, equipment, and services purchased to ensure conformance with specification.

14. Conduct internal audits; and

15. Provide Training for District staff on this policy.

B. Directors of Engineering and Operations responsibilities include:

1. Recommend revisions to purchasing procedures with respect to public contracting; and
2. Review all construction contracts.
3. Manage all Capital Projects during the bid and award cycle
4. Manage all construction contract bids during bidding including job walks, responding to RFI's, due diligence reviews of bidders, conduct public bid opening meetings and determination of lowest responsive, responsible bidder
5. Operate and maintain a centralized warehouse to efficiently manage commonly used supplies and materials

C. Program Managers and Supervisors responsibilities shall include:

1. Enter contractual obligations on behalf of the District
2. Obtain full and open competition in accordance with prescribed policies

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and procedures in a manner that presents the best overall value to the District.

3. Prepare Requests for Proposals (RFP)
4. Prepare Requests for Bids (RFB)
5. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
6. Identify, evaluate, and utilize purchasing methods which best meet the needs of the District (e.g. cooperative purchases, blanket purchase orders, contractual agreements, purchase cards, etc.)
7. Assist with evaluating and selecting suppliers and vendors
8. Develop staff reports for award of contracts for consideration by Board committee and Board of Director's meetings
9. Determine optimal ordering methods to meet requirements at lowest possible cost
10. Negotiate and review contracts
11. Provide for the fair and equitable treatment of vendors, suppliers, and contractors.
12. Supervise the receipt and inspection of all materials, supplies, equipment, and services purchased to ensure conformance with specification.
13. To notify vendors of purchase award when authorized by Purchasing

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Agent.

14. Sending a copy of the purchase order to the vendor, when applicable
15. Obtaining approvals according to the Authorization Table above.
16. Reconcile PO invoice discrepancies
17. Support the deployment and use of field inventory, office supplies and equipment
18. Assist with negotiation and execution of vehicle equipment leases for District vehicle fleet program
19. Schedule purchases and deliveries
20. Negotiate adjustments with vendors and suppliers
21. Assist in audits and reviews

In the absence of the approver for a given request, authorization will be obtained by his/her appointee or the next highest authority in accordance with the Authorization Table.

**At no time can purchases be “split” or otherwise billed separately to circumvent the spending authority.**

With the exception of Board of Directors, authorized procurements, increases to previously authorized procurements are permitted if the increased procurements remain within the approver’s limit. Freight and sales tax are a cost of doing business and shall be included in the total cost of the procurement

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### SECTION 5: EXCEPTIONS FROM CENTRALIZED PROCUREMENT

- A. Any purchase for supplies, materials, equipment and/or services, other than those exceptions listed below, shall not be made outside of the purchasing process without the approval of the GM, CFO or designee.
- B. Any purchase made without issuance and approval of a purchase order will be deemed void and will be subject to non-payment. The individual employee responsible for creating the unauthorized obligation may be subject to disciplinary action and/or subject to termination.
- C. Purchases that are exempt from the centralized procurement process are limited to the following, and authorization for these transactions shall be in accordance with the approval limits and dollar thresholds set forth in this Policy. Please refer to the Authorization Table in Section 3.
  - a. Advertisements
  - b. Agency Contribution
  - c. Annexation Expenses
  - d. Application Fees
  - e. Assessment District Expenses and Payment of Debt Service
  - f. Association Fees
  - g. Bank Charges and Fees
  - h. Board Lunches

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- i. Bond Transactions
- j. Claims
- k. Conferences
- l. Court Reporting
- m. Easements
- n. Environmental Fees and Permits
- o. Fees and Permits (City, County, State, & Agency)
- p. Insurance Premiums
- q. Leases or Purchase of Real Property
- r. Medical Services
- s. Memberships
- t. Notices
- u. P-Card Purchase (See P-Card Policy)
- v. Payroll Expenses
- w. Petty Cash
- x. Postage

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- y. Purchase of Imported Water
- z. Refunds (Constructions & Billing)
- aa. Seminars
- bb. Subscriptions and Software license maintenance
- cc. Training (Offsite)
- dd. Travel Expenses, Lodging, Meals & Transportation
- ee. Utilities

**SECTION 6: STANDARDS OF CONDUCT IN PROCUREMENT**

**CONFLICT OF INTEREST**

No member, officer, or employee of the District, or their designees or agents, and no public official who exercises authority over or responsibility with respect to purchasing during his or her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any purchase, agreement or sub agreement, or the proceeds thereof, for any purchase or purchase agreement. The full Conflict of Interest Code of the West Valley Water District is incorporated herein by reference.

Employees must follow the Conflict of Interest Code adopted by the Board of Directors. Employees must follow applicable laws, rules, and regulations in regard to conflicts of interest including, but not limited to, the Political Reform Act, the prohibition against contractual conflicts of interest, and guidelines in the California Code of Regulations regarding accepting of gifts.

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### VENDOR GIFTS AND GRATUITIES:

The receiving of gifts and/or other symbols of appreciation may compromise the integrity of professional relationships and can lead to inappropriate business practices.

Subject to guidelines in the California Code of Regulations Section 89503, no officer, or employee, shall receipt or agree to receive, directly or indirectly, any compensation, reward, or gift from any source except from his or her appointing authority or employer, for any action related to the conduct of WVWD's business, except as set forth below:

- A. Acceptance of food and refreshments of nominal value on infrequent occasions in the ordinary course of a breakfast, luncheon, or dinner meeting or other meeting or a tour where the arrangements are consistent with the transaction of official business
- B. Acceptance of transportation, lodging, meals or refreshment, in connection with attendance at widely attended gatherings sponsored by industrial, technical or professional organizations; or in connection with attendance at public ceremonies or similar activities financed by non-governmental sources where the officer's or employee's participation on behalf of WVWD is the result of an invitation addressed to him or her in his or her official capacity and the transportation, lodging, meals or refreshment accepted is related to, and is in keeping with, his or her official participation.
- C. Purchase of items or entry fees at advantageous rates where such rates are offered to WVWD personnel as a class, such as discounts provided to government employees.
- D. Acceptance of unsolicited advertising or promotional material, such as pens, pencils, note pads, calendars, or other items of nominal value, not exceeding \$50.

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- E. Acceptance of incidental transportation from a private organization provided it is furnished in connection with the performance of the officer's or employee's official duties and is of a type customarily provided by the private organization.
- F. Acceptance of commendations, certificates, or plaques for outstanding individual service or work on WVWD projects.
- G. A gift or gratuity, the receipt of which is prohibited under this section shall be returned to the donor within 30 calendar days. If return is not possible, the gift or gratuity shall be turned over to a public or charitable institution within 30 calendar days without being claimed as a charitable deduction and any other requirements for disposition of such gifts.

### **PERSONAL PURCHASES FROM SUPPLIERS, VENDORS, OR CONTRACTORS:**

- A. Employees of WVWD or their immediate relatives are NOT to utilize the employee's position with WVWD to solicit or utilize discounts, promotions, or other concessions from WVWD suppliers, vendors, or contractors to purchase supplies, equipment, tools, etc.
- B. Employees of WVWD or their immediate relatives are permitted to utilize discounts, promotions etc. offered to the general public by WVWD suppliers, vendors, or contractors

### **CONTRACTS WITH WVWD EMPLOYEES OR ORGANIZATIONS OWNED BY THEM:**

- A. Employees shall not knowingly award a contract, agreement, or purchase order to a WVWD employee or to a business concern or other organization owned or substantially controlled by one or more WVWD employees. This policy is intended to avoid any conflict of interest that might arise between the employees'



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interests and their WVWD duties and to avoid the appearance of favoritism or preferential treatment by WVWD towards its employees.

- B. The Board or General Manager may authorize an exception to this policy only if there is a most compelling reason to do so, such as when the WVWD's needs cannot reasonably be otherwise met.

### **ETHICAL PROCUREMENT PRACTICES:**

- A. It is the policy of WVWD to maintain good working relationships with its vendors suppliers, as well as the community at large. Every employee has the ability to influence the opinions of others through daily interaction with the business community. In personal contacts with vendors and suppliers, employees shall represent the best interests of WVWD by conducting business in a fair, equitable, and ethical manner.
- B. WVWD subscribes to the following Principles and Standards of Ethical Supply management conduct:
- a. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications
  - b. Avoid any personal business or professional activity that would create a conflict between personal interests and the interests of WVWD.
  - c. Avoid soliciting or accepting money, loans. Credits, or preferential discounts and the acceptance of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence, supply management decisions.
  - d. Handle confidential or proprietary information with due care and

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proper consideration of ethical and legal ramifications and government regulations

- e. Conduct supply management activities in accordance with state, national, and international laws, customs, and practices, WVWD policies, and these ethical principles and standards of conduct.
- f. Develop and maintain professional competence

**SECTION 7: UNAUTHORIZED PURCHASES**

Purchase orders shall be issued prior to ordering supplies, equipment and services and not “**after the fact**” for work already done or materials already ordered. Except for emergencies, departmental purchases, or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without an authorized purchase order. Otherwise:

- A. Such purchases are void and not considered an obligation of WVWD.
- B. Invoices without an authorized purchase order may be returned to the vendor unpaid.
- C. The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract and may be subject to disciplinary actions.

**SECTION 8: REVIEW AUDITS**

Compliance with this policy is subject to review at any time by internal or external

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auditors. It is the responsibility of the WVWD staff member (and their manager) initiating the purchase to maintain records of bids, bid procedures followed, contracts, sole source forms, change orders, and authorization signatures.

### **SECTION 9 COMPETITIVE SOURCING**

It is the policy of West Valley Water District to obtain competitive pricing, proposals or quotations on all products and services over \$500 used by the District. All proposals and quotations received will be evaluated on the basis of quality, service, compliance to specifications and price. All awards will be made in the best interest of the District. Any or all proposals may be rejected at the discretion of West Valley Water District's Board of Directors.

The competitive sourcing process is required where the product or service can be obtained from more than one source. Unless approved for sole source procurement (see guidelines in Section 12) or otherwise covered under existing contracts, all requisitioned products or services exceeding \$501 or more individually, or as a system including multiple components, will be competitively sourced.

While participation in the competitive sourcing process favors obtaining quotes from as many qualified vendors as possible, at least two proposals are required for purchases exceeding \$501 and three quotes/proposals/bids are required for purchases over \$1,000 in adherence to the Authorization Table in Section 3 of this policy.

It is the policy of West Valley Water District to use whenever possible and practical, local, women-owned, minority-owned, disadvantaged, and small business vendors which are able to provide products and services of required quality on a timely basis at competitive prices.

Each Department shall maintain a list of qualified small business and diversity vendors.

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Formal, written Requests for Proposal (RFP) should be used for competitive sourcing projects in accordance with the Authorization Table in Section 3. Sealed, hardcopy bids will be used when required by law, government contractual requirements, in accordance with the Authorization Table or at the discretion of the General Manager.

### COMPETITIVE SOURCING METHODS

Competitive sourcing may be conducted using the following methods, the choice of which is primarily determined by the estimated dollar value of the product or service:

#### 1. Informal Quotes

For purchases less than \$500, quotes may be obtained through an informal process (e.g. web browsing or phone calls) and documentation of the bids is recommended but not required. Although bid documents are not required, a requisition and purchase order may be issued to document the purchase if the staff member making the purchase wishes to do so. Since the purchase may be initiated without a Purchase Order, the accounts payable process will require that the invoice be signed by an authorized signor before payment is released. Please see the Accounts Payable/Check Request Policy number        for further details.

For purchases between \$501 and \$10,000 three written quotes must be obtained and a Purchase Order must be issued in accordance with the approval levels prescribed in the Authorization Table in Section 3 of this policy.

#### 2. Informal Bids

For purchases of \$10,001 or more but less than \$25,000, a minimum of three bids are required in accordance with the Authorization Table in Section 3 of this policy. The bids must be documented and retained on file by the manager of the requesting department. The request for bids must be made in a consistent manner for all vendors meaning that

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all vendors must receive the same information regarding specifications and requirements of the product or service. The request must also be transmitted to the vendors in a consistent manner (e.g. mail, email, or verbal quote).

### 3. Formal Bids

For purchases of \$25,001 or more, Bids/Proposals shall be solicited from a minimum of three vendors in accordance with the Authorization Table in Section 3 of this policy. A Request for Proposal (RFP) must be used to document the specifications and requirements of the product or service. The bids must be received from the vendors in written form and retained on file by the manager of the requesting department, or designee.

### 4. Sealed Bids

For purchases of \$25,000 or more for Maintenance and Service agreements, Professional services, and for Equipment, Material and Supply Purchases, a formal RFP / sealed bid process is required, and contracts shall be awarded in a manner most beneficial to the District. Further, for purchases of \$100,000 or more for Construction and Capital Improvement Projects a formal RFP / sealed bid process is required, and contracts shall be awarded in a manner most beneficial to the District. Sealed bids must be publicly advertised. The District shall strive to obtain the best value in awarding contracts, service agreements, and purchase agreements. The following subsections specify certain procedures based on the following four categories:

- Capital Improvement Projects
- Maintenance and Services Agreements
- Professional Services Agreements

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- Equipment, Materials and Supplies Purchases

**5. Capital Improvement Projects**

Contracts, valued at \$100,000 or more, for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement, hereinafter referred to as “Capital Improvement Projects, (CIP)”, shall be subject to the formal competitive bidding procedures set forth herein unless an exception exists or the Board of Directors determines it is not in the best interest of the District. Project-specific contracts covered by this procedure shall be issued to expire upon completion of the work unless otherwise specified in the written agreement. As required by law, registration with the Department of Industrial Relations for prevailing wage regulations is required for all CIP bidders. [Additionally, the District shall require proof of the contractor/subcontractor registration before accepting a bid.] When the CIP is funded through a Federal Grant, the District must follow Federal procurement standards listed in the Code of Federal Regulations Sections 200.317 through 200.326 or as required by the grant document. After the proposals are received and evaluated, the contract(s) should be awarded to the contractor/ supplier(s) presenting the best combination of price, delivery, compliance to specifications, capacity to perform, and quality of service. For more information, please see Section 13 regarding Competitive Sealed Bidding.

Public projects as defined by the California Uniform Public Construction Cost Accounting Act (CUPCCA) (Section 22000 et seq. of the California Public Contract Code) shall follow the purchasing procedures as set forth in Section 22032 et seq. of the Public Contract Code. These procedures become effective upon adoption of the required resolution and ordinance by the Board.

1. The purchase or contract for public projects less than the amount specified in the CUPCCA may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order (Public Contract Code)



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2. The purchase or contract for public projects less than the amount specified in the CUPCCA may be let to contract by informal procedures as set forth in Section 22032 et seq. of the Public Contract Code.
- a. A list of contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.
  - b. Where a public project is to be performed, a notice inviting informal bids shall be mailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with this section, and to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified; provided, however:
    - i. If there is no list of qualified contractors maintained by the District for the particular category of work to be performed, the notice inviting bids shall be sent only to the construction trade journals specified by the California Uniform Construction Cost Accounting Commission.
    - ii. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.
  - c. All mailing of notices to contractors and construction journals pursuant to this section shall be completed not less than fourteen (14) calendar days before bids are due.
  - d. The notice inviting informal bids shall describe the project in general terms,

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how to obtain more detailed information about the project, and shall state the time and place for the submission of bids.

- e. The General Manager is authorized to award informal contracts pursuant to this section.
3. The purchase or contract for public projects greater than or equal to amount specified in the CUPCCA shall be authorized by Board of Directors and shall comply with the competitive bidding procedures set forth in this Policy.

### 6. Maintenance and Services Agreements

This procedure applies to non-professional services agreements that do not involve real property. Examples include landscape maintenance, janitorial, uniform cleaning, and material hauling.

- a) Contracts for maintenance or service agreements shall be approved by the Board if the total cost for the initial term of the agreement exceeds \$25,000.
- b) Project-specific contracts for maintenance and service agreements covered by this procedure shall be issued to expire upon completion of the work unless otherwise specified in the written agreement. Contracts for maintenance and service agreements covered by this procedure shall be issued for an initial term of no more than 36 months. The GM/CEO, AGM, Director, or Department Manager may authorize a maximum of one extension of 24 months for maintenance and service agreements. Extensions to contracts or agreements valued at more than \$25,000, shall be approved by the Board of Directors. If an extension to a contract or maintenance agreement causes the total cost of all years to exceed \$25,000 (even though the original total cost of the agreement was less than \$25,000), the extension shall be approved by the Board.



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- c) Before work commences or services are rendered, evidence of insurance as required by the contract or service agreement must be obtained, reviewed, and accepted by the Director, Manager or his/her designee. A copy of the certificate of insurance will be provided to the Purchasing Agent or designee.

### 7. Professional Services Agreements

A professional services agreement is an agreement between the District and a professional service provider. Professional service providers are those entities that provide advice, opinions, or technical expertise. Examples of professional service providers include accountants, actuaries, architects, attorneys, engineers, educational trainers, financial advisors, surveyors, etc. Depending upon the trade, these individuals may or may not hold professional licenses.

Professional services shall be selected on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required. Please see Section 18 below for further information regarding Competitive Sealed proposals for Professional Services.

### 8. Equipment, Materials, and Supplies Purchases

This procedure applies to purchases of heavy equipment, vehicles, materials, supplies and other tangible goods that are not associated with services or permanent attachment to real property.

- a) Detailed specifications of the items must be provided to the bidders in writing.
- b) Brand standardization is allowable if deemed to be in the best interest of the District and documented.

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- c) In purchasing equipment or supplies that need to be compatible with existing equipment, or to perform complex or unique functions, the requestor may limit bidding to a specific product type or a brand name product.

### **SECTION 10: EXCEPTIONS TO COMPETITIVE SOURCING**

There are circumstances when competitive sourcing is not required or practical. In these cases, a documented justification must accompany the Purchase Requisition, Purchase Order, and/or Payment Request. Examples of such situations are:

1. Emergency situations endangering the health and safety of District staff and its customers. When emergency conditions require the immediate purchase of supplies, materials, equipment, labor and services, staff members shall prepare and submit with the purchase requisition a memorandum reciting the facts which constitute the "emergency" situation. The General Manager shall provide the Board with a report summarizing all expenditures made and contracts executed in response to the emergency condition within 30 days of the emergency purchase.
2. Volunteer Projects -projects accomplished with volunteer help.
3. Purchases that meet sole source procurement requirements (See Section 12).
4. If a reasonable attempt has been made to obtain competitive quotes/responses and it has been determined that no additional suppliers, providers, contractors or consultants can be located.
5. if the District has a lack of response from suppliers, providers, contractors, consultants to a competitive solicitation.

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6. When sufficient, satisfactory bids/proposals are not received, based on the District’s sole discretion.
7. If dictated by law.
8. Requisitions for products or services less than \$500
9. Cooperative procurement arrangements with other agencies. When cooperative purchasing agreements are available with other public agencies (e.g. the State of California, counties, cities, schools or other special districts), or when another public agency has followed a process substantially similar to that of the District’s, the District may purchase goods or services at a price established by that agency through a competitive process. For utility related projects where the work needs to conform to the specifications of a public utility, the District may contract with vendor(s) selected by the public utility for such specific projects.
10. “Piggyback” purchases or leases, when the Purchasing Agent determines it is in the WVWD’s best interest to utilize the contracts of other governmental agencies or non-profit governmental entities.
11. When the Purchasing Agent has determined that a negotiation with a vendor or supplier is in the best interest of the WVWD.

**SECTION 11: EMERGENCY PURCHASES:**

Emergency purchases may be made without competitive bidding when time is of the essence and shall be made only for the following reasons:

- To preserve or protect life, health, or property, or

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- Upon natural or declared disaster, or
- To forestall a shutdown of essential services

Since emergency purchases do not normally provide the District an opportunity to obtain competitive quotes, sound judgement shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

- The Acting Purchasing Agent shall be contacted as soon as possible for an advance purchase order number, which may be given verbally, to cover the emergency transaction. If unable to contact the acting purchasing agent, then the employee should place the order and contact the Acting Purchasing Agent the next workday.
- A completed purchase requisition shall be submitted within two working days, or as soon as the information is available. All purchase requisitions for emergency purchases shall be approved electronically by the appropriate Supervisor, Manager, Director, and or General Manager.
- Documentation explaining the circumstances and nature of the purchase shall be submitted by the Supervisor, Manager, Director, and/or General Manager as follows:
  - Purchases less than \$5,000: Use standard purchasing procedures
  - Purchases in the amount of \$5,000 - \$25,000: require the approval of the General Manager. The General Manager may delegate the authority to approve emergency purchases less than \$25,000 to the Acting Assistant General Manager or to the Director of the Emergency Operations Center if any such facility is open during a

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declared disaster.

- Purchases above \$100,000 require the approval of the Board of Directors, or of the Acting Board of Directors during a declared disaster.
- If the emergency purchases cause any budget line item to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain subsequent Board of Directors approval for reserve funding or to make a budget transfer to cover the purchase. Approvals for a budget transfer must be given by the appropriate Supervisor, Manager, Director, and/or General Manager as determined by the Authorization Table.
- If the emergency purchase involves Force Account Work in association with a declared disaster (e.g. FEMA), detailed records of work must be documented including scope of work, daily staff time and equipment used. Depending on the scope of the disaster, Force Account Work may involve CIP.

### **SECTION 12: NON-COMPETITIVE (SOLE SOURCE) PROCUREMENT**

The purchasing of materials, equipment, supplies and services costing \$500 or more individually or in aggregate should be by competitive sourcing regardless of the funding source. However, circumstances may dictate forgoing the competitive sourcing process and purchasing from one unique vendor for certain products or services. Such situations require documented justification, explaining the exceptional circumstances of the purchase. The documentation must show that an equitable evaluation has been made and that rejection of alternative vendors or solutions is based on objective and relevant criteria. Negotiations shall be conducted with the provider of the good or service to achieve the most favorable pricing terms of sale.

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The General Manager or designee has the final responsibility for determining whether a Sole Source requisition meets the requirements of this policy.

Special signature approvals are required from the Department for all sole source requisitions prior to review and approval by the General Manager or designee.

Instances when sole source purchasing may be applicable include the following:

1. Property or services can be obtained only from a specific vendor (i.e., materials or equipment; one of a kind items, etc.).
2. Competitive sourcing is precluded because of the existence of patents, copyrights, and special processes, control of raw materials by vendors or similar circumstances.
3. Procurement of water or other utility services where it would not be practical or feasible to allow other vendors to provide such services.
4. Procurement of support services in connection with the assembly, installation or servicing of equipment or software of a highly technical or specialized nature.
5. Procurement of parts or components to be used as replacements in support of equipment manufactured by a particular supplier.
6. Procurement involving construction where a contractor is already at work on the site and it would not be practical to engage another contractor.
7. Procurement where only a single supplier in a market is licensed or authorized to service or sell a specific product line.

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8. Procurement of compatible additions to existing equipment where a different manufacturer's equipment would be impractical for the specific need.
9. The supplier or products are specified and required by the funding agency of a grant or Federal/State contract.
10. Certain professional services may be designated as critical or sensitive in nature due to specific knowledge of the District's facilities or operations. These professional services may be exempted from bid procedures but will continue to be subject to the requirements of the Authorization Table. Sufficient documentation must be provided to fully explain why it is in the best interest of the District to use the specific professional services vendor. Examples of these sensitive professional services may include security systems, SCADA systems, consulting and engineering.

### **SECTION 13: COMPETITIVE SEALED BIDDING**

The Board of Directors must approve contracts over \$25,000. All projects estimated to meet or exceed \$25,000 must go through the competitive sealed bid process, unless they are for construction contracts which will be for projects that meet or exceed \$100,000.

#### **Definition**

Competitive sealed bidding is a method of procurement that requires:

- (a) Issuance of an Invitation for Bids with a purchase description including acceptance criteria and all contractual terms and conditions applicable to the procurement, which can be advertised, on the District's website and in local newspaper or a contracted public bidding website when



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warranted.

- a. Advertisement must include Department of Industrial Relations and Contractor's State License Board minimum requirements of registration and active licensure, etc.
  - b. Invitations must identify all evaluation factors and their relative importance
  - c. Invitations must provide a general description of the goods or services needed
  - d. Invitations must contain a statement that the District will receive sealed bids
  - e. Invitations must contain a statement that that any or all bids may be rejected
- (b) Proposals must be solicited from an adequate number of sources
  - (c) Public opening of bids at a pre-designated time and place when warranted.
  - (d) Unconditional acceptance of a bid without alteration or correction except as authorized in this manual or the Public Contract Code; and
  - (e) Award to the responsive and responsible bidder who has submitted the lowest or most reasonable bid that meets the requirements and criteria set forth in the Invitation for Bids

### PUBLIC NOTICE



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Adequate public notice of the Invitation for Bids shall be made in sufficient time, but not less than ten (10) calendar days prior to the opening of bids, by posting a copy of each Invitation for Bids on the District's bid calendar and website, contracted public bidding website, or in the newspaper when warranted.

If this information is used, the public notice must specify the place (if plans or specifications are not included in the solicitation) where plans and specifications are on file, and the time and place for receipt of bids. WVWD must publicly advertise the Invitation for Bids and publicly open all bids at the time and place prescribed in the Invitation.

Additionally, notice inviting sealed bids shall be distributed to prequalified bidders or other interested parties as may be deemed beneficial by the General Manager or his/her designee.

### SPECIFICATION REQUIREMENTS

- (a) Preparation of Specifications: Before procurement commences, the needed item or service must be clearly defined. Procurement specifications serve this purpose by identifying characteristics of the item or service with definitions, descriptions, and quantities. Specifications should describe the attributes of the item or service in such a way that the requirements can be clearly understood both internally and externally by vendors or contractors. Specifications:
- (1) Should not be prepared to exclude all but one type or kind, except where permitted by law.
  - (2) Should be clear, definite and concise to enable prospective suppliers a basis on which to submit bids.

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- (3) Should call only for features or for a level of quality required for the intended use, except in cases where such features or the level of quality are essential for some future consideration or result in an overall economic advantage to the District.
- (4) Should preferably describe the performance requirements, rather than its formulation, description or design.
- (5) Should be framed to permit free and full competition as is reasonably possible under the existing circumstances.

(b) Restrictive Specifications

Some latitude is permissible in specifying features of certain items. While it is not necessary to prepare specifications in a manner that every conceivable manufacturer could competitively bid, the District must be able to demonstrate a clear reason for any restrictive specifications.

(c) Other Considerations

Specifications must state whether items other than cost will be considered in awarding the contract, e.g., results of product testing, length and terms of warranty provisions, reliability and maintenance costs, repurchase value, or residual value of the equipment after a specified number of years where the residual value can be objectively ascertained

WVWD specifications shall not be written so as to require a particular brand name, product, or a feature of a product, limited to one manufacturer, thereby precluding consideration of a product manufactured by another company, unless a finding is made, and described in the Invitation for Bids or Request for Proposal, that a

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particular material, product, thing, or service is designated by brand or trade name for any of the following purposes:

- In order that a field test or experiment may be made to determine the product's sustainability for future use
- In order to match other products in use on a particular public improvement either completed or in the course of completion
- In order to obtain a necessary item that is only available from one source
- In order to respond to an emergency declared by the General Manager, Board of Directors, or State or Federal agencies.

### (c) Inappropriate Specifications

- Inappropriate specifications may be those which are overly restrictive; discourage competition; are unclear; or otherwise fail to comply with the Procurement Policy.

## VENDOR BIDDER'S LIST

### General Information

The Purchasing Office maintains a list of known prospective suppliers who are available to furnish materials, professional and consultant services, and supplies that can meet the District's needs. In the case of written formal bids and informal quotations and for most transactions, the list (or record) of those bidders solicited will be in the solicitation file. In most cases, lists are maintained on a computer that enables identification of those suppliers that provide the item or service in question.

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### New Suppliers

From time to time, purchases are made from suppliers whose names are not on existing bid lists and may never be on a list (because of infrequency of purchases, specialty items, etc.). As frequency increases or the demand requires, a new list may be established by the Purchasing Office.

### Requests to be added to Bid Lists

Companies may be added to existing or new bid lists based on requests from Departments or by the Purchasing Supervisor. All requests from suppliers may not necessarily result in being added to a bid listing.

### Deletions from Bid Lists

Companies may be deleted from bid lists. Reasons for deletion are out of business, continual poor service, poor quality of goods furnished; default on previous purchase; failure to respond to three consecutive bid or quote invitations, or a supplier's request to be removed for any reason.

### Official Record of Bidders

The master supplier number list and bid list is the reference resource used to prepare each record of bidders.

## **SECTION 14: INVITATION FOR BIDS**

- A. If it becomes necessary to make changes in quantity, specifications, delivery schedules, opening dates, etc., or to correct a defective or ambiguous invitation,

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such changes shall be accomplished by an addendum to the Invitation for Bids. The fact that a change was mentioned at a pre-bid conference does not relieve the necessity for issuing an addendum. If an addendum is required that materially changes the solicitation, it must be sent a minimum of 72 hours before the time for bid opening, to everyone to whom invitations have been furnished and shall be displayed on WVWD's website or electronic bid system, if applicable.

- B. Before issuing a material addendum, the period of time remaining until the bid opening and the need to extend this period shall be considered. If less than 72 hours remain before bid opening, the time of bid opening shall be extended to allow bidders at least 72 hours to review addendum and submit or resubmit bids. Such extension must be confirmed in the addendum.
- C. Any information concerning an Invitation for Bids shall be furnished promptly to all prospective bidders as an addendum to the invitation if such information is necessary for bidders to submit bids.
- D. A pre-bid conference may be used, generally in a complex procurement, as a means of briefing prospective bidders and explaining complicated specifications and requirements to them as early as possible after the invitation has been issued and before the bids are opened. It shall never be used as a substitute for amending a defective or ambiguous invitation.
- E. All bond requirements must be stated in the notice inviting bids.

### CANCELLATION OF INVITATION FOR BIDS

- A. The cancellation of an Invitation for Bids usually involved a loss of time, effort, and money spent by WVWD and bidders. Invitations should not be cancelled unless

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cancellation is in the public or WVWD's best interest. Considerations should be made if there is no longer a requirement for the supplies or services, or if the addenda to the Invitation for Bids would be of such magnitude that a new invitation is desirable.

- B. When an Invitation for Bids issued other than electronically is canceled, bids that have been received shall be returned unopened to the bidders and notice of cancellation shall be sent to all prospective bidders to whom invitations for bids were issued. When an invitation for bids issued electronically is cancelled a general notice of cancellation shall be posted electronically.

### RELEASE OF PROCUREMENT INFORMATION

- A. Before Solicitation – Information concerning a proposed procurement shall not be released outside WVWD before solicitation except for long-range acquisition estimates in the annual budget.
- B. After Solicitation – Discussions with bidders regarding a solicitation shall be conducted and technical or other information shall be transmitted only by the Purchasing Agent or by other specifically authorized. Such personnel shall not furnish any information to a prospective bidder that alone or together with other information may afford an advantage over others.
- C. During Negotiations – Information contained in proposals shall not be released until negotiations have been completed and a recommendation is forwarded to the Board or other approving authority. Such information shall be transmitted only by the Purchasing division or by other specifically authorized.
- D. Confidential Information – If any information in a bid or proposal is claimed to be confidential by the bidder or proposer, and such information is clearly identified in the bid or proposal as confidential, along with a statement of the basis of the claim,

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then a copy of any Public Records Act request or other request for disclosure of the information will be sent to the bidder or proposer. At its sole cost and expense, the bidder or proposer may seek within the required timeframe for disclosure, to enjoin the production of the information it claims to be confidential. The bidder or proposer must defend, indemnify and hold harmless the WVWD for any costs associated with withholding the information.

### **FORM OF BID**

To receive consideration, bids shall be made on the forms and in the manner set forth in the Invitation for Bids.

- (a) Late bids, or late withdrawals, shall not be accepted.
- (b) Each bid must be signed by an authorized representative of the supplier and include the legal name of the bidder.
- (c) Bidders shall not change the bid form nor make additional stipulations on the bid form which are not consistent with the provisions of the specifications.

### **SECTION 15: RECEIPT OF BIDS**

All bids must be received sealed in an envelope prior to the time specified in the Invitation for Bids. Bids must not be left unattended and must be promptly time-stamped and deposited unopened in the respective bid folder. Late bids shall not be opened and shall not be considered under any circumstances. A late bid will be date-stamped and remain unopened in the bid file. A letter from the District will be sent notifying the bidder that the bid was received late and was not considered.

### **BID OPENING**



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The District Purchasing Supervisor or designee shall administer all bid openings and all bids shall be opened publicly in the presence of one or more witnesses at the time and place designated in the Invitation for Bids. The District assumes no responsibility over the confidentiality of bid information unless specifically stated otherwise in the Invitation for Bids.

### **CORRECTION OR WITHDRAWAL OF BIDS**

In any request or decision involving a bid mistake, correction or withdrawal, purchasing staff shall consult with District Counsel. Except as otherwise specified in Section 5100 of the Public Contract Code, correction or withdrawal of inadvertently erroneous bids before or after bid opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the District or fair competition.

### **BID EVALUATION**

Bids shall be evaluated based on the requirements set forth in the Invitation for Bids, which may include criteria to determine acceptability such factors as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Criteria affecting price shall be objectively measurable, such as discounts, transportation costs and life cycle or total ownership costs. The Invitation for Bids shall set forth the evaluation criteria to be used.

Examples of evaluation criteria that may be used include:

- a) Adherence to all conditions and requirements of the bid specifications, including but not limited to current license and registration with the Department of Industrial Relations
- b) Total bid price, including any trade discounts or prompt pay discount of fifteen days or more.



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- c) Appropriate insurance coverage limits with the District named as additionally insured
- d) Required performance bond capacity
- e) Local supplier preference - Local supplier preference would be when a supplier located within a certain distance from the District is given a preference such as 5%. That is, when considering low bidder, the local supplier could be up to 5% higher than the low bidder and still be awarded the contract.
- f) General reputation and experience of bidders based on references or prior performance
- g) Hourly rates for specified personnel
- h) Evaluation of the bidder's ability to service the District
- i) Financial responsibility of the bidder
- j) Needs and requirements of the District
- k) Experience with the products involved
- l) Nature and extent of company data furnished upon request of the District
- m) Quality of merchandise offered
- n) Product appearances, workmanship, finish, taste, feel and result of product testing

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- o) Overall completeness of product line offered
- p) Bidder's ability to meet delivery and stocking requirements
- q) Delivery or completion date
- r) Maintenance costs and warranty provisions
- s) Repurchase value or residual value of equipment after specified number of years where the residual value can be objectively ascertained
- t) Availability of product or service required
- u) Compatibility with District's current equipment/products
- v) Availability of sales representatives and/or service representatives
- w) Maintainability and reliability
- x) All other information as requested in the bid document

The Purchasing Supervisor shall maintain complete and sufficient records of bid evaluations to ensure there is no abuse of the competitive bidding process. All reasons for making the award recommendation shall be made in writing by the Purchasing Supervisor and retained in the bid file.

### **SECTION 16: DETERMINING IF A BID IS RESPONSIVE**

Cost is not the only determining factor when selecting the responsible successful bidder. In addition to price the following elements shall also be considered to determine if a bid is responsive:

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- A. A responsive bid is in substantial conformance with the requirements of the invitation to bid, including specifications and the District's contractual terms and conditions. Conformance may also include providing proof of insurance, completed forms, references, and all other information as requested in the bid document.
- B. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive.
- C. The successful bidder must demonstrate the ability to fulfill a contract, including providing subsequent and continuing service. Staff may request proof of a prospective bidder's reliability, proof of financial resources, a list of current or previous customers, and other pertinent data. Such requests may also be taken after receipt of bids.
- D. A bidder may be determined to be non-responsive if the bidder fails to furnish proof of qualifications when required.

Prior to finding a bidder not responsible, the Purchasing Agent, or designee, shall notify the bidder of any evidence reflecting upon the bidder's responsibility, afford the bidder an opportunity to rebut such adverse evidence, and permit the bidder to present evidence of qualification.

### **DETERMINING IF A BIDDER IS QUALIFIED:**

Consider the following to determine if a bidder is qualified:

A qualified bidder demonstrates the following characteristics:

- Can provide product quality, fitness, and capacity for the required usage

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- Has the ability, capacity, and skill to perform the contract or provide the service required
- Has the demonstrated character, integrity, reputation, judgement, experience, quality of performance and efficiency, particularly with reference to past purchases by the District or other public agencies
- Has the ability to perform within the required time
- Can meet all insurance and DIR requirements

### **RESERVATION OF RIGHT TO REJECT BIDS AND RE-BID**

Every bid must be carefully examined to determine whether it contains a material variance. Any bid that contains a material variance must be rejected. A test of material variance is a variance that gives the bidder a substantial benefit or advantage not enjoyed by the other bidders. Prior to any rejection for a material variance, District Counsel shall be consulted. The District may:

- a. Reject an otherwise low bid when it is determined that another bid is more advantageous to the District.
- b. Reject a bid not accompanied by any required bid security or by other data required by the bidding documents.
- c. Reject a bid that is in any way incomplete, irregular, amplified, unqualified or otherwise not in compliance with the bid documents in all material respects.
- d. Reject a bid that fails to conform to the delivery schedule or permissible alternates stated in the invitation

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- e. Reject a bid when the bidder imposes conditions that would modify requirements of the invitation or limit the bidder's liability to WVWD
- f. Reject a bid if WVWD determines that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.
- g. Waive any informality, irregularity, immaterial defects or technicalities, in any bids received.
- h. Cancel an Invitation for Bids or reject all bids because of the following reasons:
  - i. Inadequate or ambiguous specifications
  - ii. Specifications have been revised
  - iii. Supplies or services are no longer needed
  - iv. Change in District requirements
  - v. All bids deemed unreasonable
  - vi. Bids were not independently arrived at or were submitted in bad faith
  - vii. A determination is made that all the necessary requirements of the bid process have not been met
  - viii. Insufficient competition

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- ix. For other reasons which indicate the cancellation or rejection of all bids is clearly in the best interest of the District

The Purchasing Supervisor shall maintain complete and sufficient written records of bid rejections and cancellations to ensure that there is no abuse of the bidding process. All reasons for rejecting a bid shall be retained in the bid file.

### **MINOR INFORMALITIES OR IRREGULARITIES IN BIDS**

A minor informality or irregularity is one that is merely a matter of form and not of substance. It also pertains to some immaterial defect in a bid or variation of a bid from the exact requirements of the invitation that can be corrected or waived without being prejudicial to other bidders. The defect or variation is immaterial when there is no effect on price, quantity, quality, or delivery. WVWD may give the bidder an opportunity to cure any immaterial deviation and waive the deficiency or reject the bid at WVWD's discretion.

### **MISTAKES IN BIDS**

After the opening of bids, WVWD shall examine the low bid for mistakes. In cases of apparent mistakes and in cases where WVWD has reason to believe that mistake may have been made, the Purchasing Division shall request from the bidder a verification of the bid, calling attention to the suspected mistake.

The bid may be withdrawn if the bidder can establish to the satisfaction of the WVWD that:

- A mistake was made, and
- The bidder gave WVWD written notice within (5) working days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake

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occurred, and

- The mistake made the bid materially different that the bidder intended it to be, and
- The mistake was made in filling out the bid and not due to error in judgement or to carelessness in inspecting the contract documents.

A bidder who claims a mistake or forfeits its bid security shall be prohibited from participating in further bidding on the project on which the mistake was claimed or security forfeited.

### **SECTION 17: CONTRACT AWARD**

If the District decides to award a contract, the District generally must award the contract to the lowest responsible and responsive bidder whose bid best meets the requirements and criteria set forth in the Invitation for Bids. The District may award a contract based on bid evaluation criteria other than lowest bid price if the Invitation for Bids states the evaluation criteria that would be applied, and such award is in the best interest of the District. Notice of award will be sent by the Purchasing Agent to the successful bidder. In the event the successful bidder fails to perform, or such bidder's bid is authorized to be withdrawn, the District may award a contract to the next lowest responsible and responsive bidder that will best meet the needs of the District.

Recommendations for contract award for \$25,000 or more shall be submitted by the Department head of the initiating Department to the Board of Directors along with pertinent contract documents.

### **CANCELLATION OF CONTRACT AWARD**

Failure on the part of the successful bidder within the time allowed to execute the contract,



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furnish an acceptable performance bond, or comply with any other requirement precedent to execution of the contract shall be considered just cause for cancellation of the award and forfeiture of the bid security, not as a penalty, but in liquidation of certain damages sustained. Contract award may then be made to the next lowest responsible and responsive bidder, the call for bids re-advertised, or such the other action taken as deemed appropriate by the District.

### **SECTION 18: COMPETITIVE SEALED PROPOSALS**

The Board of Directors must approve professional or consultant services contracts over \$25,000. All projects estimated to meet or exceed \$25,000 must go through the competitive sealed proposal process.

#### **DEFINITION**

A competitive sealed proposal is an offer from a prospective supplier as a result of the method of procurement that involves, but is not limited to:

- a. Solicitation of proposals through a request for proposal.
- b. A private opening of proposals that will avoid disclosure of offerors or contents to competing offers before and during the process of negotiation.
- c. Submission of cost or pricing data from the offeror where required.
- d. Discussions with responsible offerors whose proposals have been determined to be reasonably susceptible of being selected for award, unless such discussions are not required by the request for proposals or this manual.
- e. An award made to the responsible offeror whose proposal is determined



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in writing to be the most advantageous, considering evaluation factors set forth in the Request for Proposals.

### **CONDITIONS FOR USE**

Unless otherwise directed by law, this manual or by direction of the Board of Directors, contracts for consultant services estimated to cost \$25,000 or more should be awarded by the use of competitive sealed proposals.

Contracts for consultant services estimated to be less than \$25,000 may be awarded upon conclusion of informal interviews by representatives of the initiating Department and others, including Purchasing Services, as may be appropriate.

### **PUBLIC NOTICE**

Public notice of the Request for Proposals shall, if applicable, be given in the same manner as provided in section 13 Competitive Sealed Bidding, Public Notice. Additionally, the RFQ/RFP shall be distributed to any interested consultant.

### **EVALUATION COMMITTEE**

For competitive sealed proposals estimated to cost \$25,000 or more, an evaluation committee may be formed consisting of a representative of Purchasing Services and others appointed by the initiating Department head or the General Manager which will review all proposals and document all findings and recommendations. The evaluation committee may include persons who are not District employees but have experience or expertise to contribute. Such non-District employees shall abide by direction set forth by the General Manager or designee.

### **EVALUATION FACTORS**

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Award of a contract in response to a proposal shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the District taking into consideration the evaluation factors set forth in the Request for Proposals.

The Request for Proposals may indicate the relative importance of evaluation factors. Following are representative evaluation criteria that may be considered by the Department head or Purchasing Supervisor when preparing a Request for Proposal:

- Reputation and Experience. Does the consultant have a reputation of being reliable, delivering on schedule, and performing tasks to the satisfaction of its clients? Does the consultant have sufficient experience in the kind of work required?
- Capability and Availability of Staff. Does the designated firm have the qualified and experienced staff needed to perform this job?
- Understanding of the Problem. Does the firm understand the issues, and has it developed a relevant and effective approach?
- Proximity of the Firm. Other factors being equal or relatively insignificant, the District shall strive to retain firms based in the local area.
- Cost. Whenever possible and appropriate, a firm fee or hourly rate should be secured as part of the proposal and considered in the evaluation process. In certain cases, the District may wish to hire the best qualified individual or firm if their proposed or negotiated price is within the budgeted amount for the contract.

### AWARD PROCESS

Recommendations for contract award for professional consultant services for \$25,000 or

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more shall be submitted by the Department head of the initiating Department to the Board of Directors at its regular or special meeting for consideration, along with pertinent contract documents. The recommendation should include the following:

- a. The services to be provided by a consultant or professional service contract.
- b. The method of compensating the consultant or the actual cost, if appropriate, and a statement indicating why the cost is reasonable.
- c. A summary of the competitive process used along with the reasons for recommending a particular consultant, particularly if that proposal was more costly than others.

### **SECTION 19: VENDORS DIVERSITY & SMALL BUSINESS PROGRAM**

West Valley Water District is committed to the principle of diversity and equal opportunity in all of its endeavors and applies this principle in its procurement activity with the objective of encouraging participation by qualified vendors categorized as: small, disadvantaged, veteran, minority or women-owned enterprises. The District believes that strengthening and expanding its supplier base in these business classifications not only contribute to lowering our operational costs, but also improves the overall health of the business community within which we exist. It is a practice of the District to actively identify and solicit qualified small, disadvantaged, veteran, minority or women-owned businesses and to provide and promote equal opportunities for such vendors within the District in order to promote vendor diversity.

### **SECTION 20: MODIFICATION TO PROFESSIONAL SERVICES AND CAPITAL PROJECTS**

WVWD may issue change orders/task orders to purchase orders, contracts, or Blanket

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Purchase Orders as required to complete the original scope of work or procurement as necessary to meet WVWD's needs ("Change Orders").

The following guidelines apply to Change Orders in accordance with WVWD's procurement Authorization Table (See Section 3):

- Under no circumstances shall an individual approve changes to a contract, purchase order, or Blanket Purchase Order in excess of that individual's procurement authority established in the Procurement Authorization Table (see Section 3).
- The monetary value of a Change Order should be evaluated to determine proper execution authority. If the monetary value of a Change Order exceeds an Approver's procurement authority, it must be approved by an Approver with a higher authority level in accordance with the Procurement Authorization Table.
- Change orders that affect the scope, terms, or duration of a contract or purchase order, but do not affect the agreement price, will be authorized by the original approval authority.
- A change order that requires a budget amendment that increases the adopted fiscal year budget, regardless of dollar amount must be approved by the Board.
- Taxes, shipping and handling may cause the purchase order to exceed the authorized amount. These items do require a change order.
- The change order form shall be used to change a quantity, description, size, unit price, amount, or scope of work of the Purchase order or Contract. It shall also be used to cancel a purchase order or contract and to correct errors in the original Purchase Order or Contract.

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All Change Orders for existing contracts for both professional services and construction, entered into by the District in an amount greater than \$25,000.00, shall be subject to the modification procedures contained in this policy. All Change Order approvals shall be in writing.

The General Manager's authorized representative, (Resident Engineer or Engineering Manager) may approve Plan Changes (but not Extra Work items) up to \$10,000.00. The representative would authorize work in writing to the contractor. All recommended plan changes must be reviewed and approved by the Assistant General Manager or General Manager. Contractor would proceed with work and identify percent complete in the next partial payment. Payment would be identified as pending Board approval, however the amount of work completed would be included in the partial payment total.

### **CUMMULATIVE CHANGE ORDERS**

In no event can the General Manager approve Change Orders on any existing contract, which in the cumulative exceed \$25,000.00 contract value. Change Orders which in the cumulative exceed \$25,000.00 contract value, no matter what the amount of the Change Order, must be approved by the Board. Further, if there are requests for change orders that in total exceed \$25,000, then Board approval is also required.

### **REPORT TO THE BOARD**

The General Manager, or his designated representative, shall make a monthly written report to the Board of Directors as to all Change Orders approved by the General Manager during the month, and of all possible future Change Orders which may appear probable prior to the next monthly report. At a minimum, the General Manager shall provide the Board with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Board requests.

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### CHANGE ORDER AUTHORIZATION

The authority contained in this policy binds the Board of Directors, and it is recognized that subsequent Board refusal to ratify a change order would subject the District to damage claims.

### SECTION 21: NOTES AND EXCEPTIONS

In the absence of the approver for a given request, authorization will be obtained by his/her appointee or the next highest authority in accordance with the Authorization Table.

At no time can purchases be “split” or otherwise billed separately to circumvent the spending authority.

With the exception of Board of Directors authorized procurements, increases to previously authorized procurements are permitted if the increased procurements remain within the approver’s limit. Freight and sales tax are a cost of doing business and shall be included in the total cost of the procurement.

The Authorization Table shall apply to all purchases, including Capital Projects and Professional Services Contracts. Capital Projects shall employ competitive bidding and all capital procurements that exceed the General Manager’s authorization level must be approved by the Board of Directors. Professional Services Contracts shall employ competitive proposals solicited by the Request for Proposal (RFP) process.

At times, acquiring 3 written quotes may be a challenge depending on vendor type and availability. Staff will provide justification when 3 quotes cannot be obtained.

The Purchasing Supervisor reports directly to the Chief Financial Officer of the District or Designee.

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### SECTION 22: PROCEDURES

#### A. METHOD OF BIDDING

In most instances, the District uses the following methods of bidding:

- **Email/Fax/ or Letter Bids** - known as an “Informal Bid.”
- **Request for Quotation (RFQ)** – also known as an “Informal Bid.”
- **Request for Bids (RFB)** – also known as a “Formal Bid”. This is the preferred method of bidding and must be a Sealed Bid if project is expected to exceed \$25,000, and \$100,000 for construction and public works projects.
- **Request for Proposal (RFP)** – may be used for bidding of services or combination of services and supplies and must be a Sealed Proposal if project is expected to exceed \$25,000.
- **Request for Qualifications (RFQ's)** – may be used for bidding to pre-qualify contractors or vendors for various disciplines and/or supplies, which must be a Sealed Proposal.

#### B. PURCHASE REQUISITIONS

Purchase Requisitions (Requisitions) communicate to the Procurement Division, in clear and explicit terms, the needs of the requestor. The requisitioning process also provides a mechanism for obtaining the approvals necessary to authorize the Procurement Division to proceed with the requisition.

A completed requisition will be routed electronically for authorization by the requestor and submitted to the Procurement division prior to attempting to obtain and goods, services,



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materials or equipment.

Purchase Requisitions are required for all purchases over \$500.00. Vendor information, budget verification, general ledger account number and approval are required to create and issue Purchase Requisitions to vendors/contractors.

Upon receipt of a properly prepared requisition by Purchasing Supervisor, a requisition will normally be processed and completed within 10 business days for routine and 15 business days for complex acquisitions. It is the responsibility of the requisitioning Department to adequately plan in advance for their procurement needs and/or requirements. No purchase request will be broken into smaller units to avoid any provision of this Policy.

Prior to generation of Requisitions by staff that do not require a formal RFP/bid process, quote(s) must be obtained (see Section 3, Authorization Table). If the requestor has received quotes, they are to be attached to the Requisition electronically or emailed to the Procurement division to evaluate or and move forward in the procurement of the goods or service.

In the absence of the designated approver for a given request, authorization will be obtained from his/her designee or the next highest authority in accordance with the Procurement Authorization Table.

### C. CANCELLATION OF REQUISITION

The cancellation of a Departmental requisition shall require Department's notification to Purchasing.

- **Cancellation by the Department:** Cancellation of a requisition by the Department should be on the basis of a written cancellation notice. Verbal cancellation may be accepted by Purchasing in order to suspend the purchasing process but should be followed up by written cancellation notice



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from the Department.

- **Cancellation by Purchasing:** Cancellation of a requisition initiated by Purchasing requires the written notification and concurrence of the Department.
- **Cancellation by Purchasing as a “last resort”:** A last resort example would be the failure of Department to respond to an inquiry for additional information in a timely manner (failure to obtain a response after multiple attempts). Last resort cancellations do not require the Department’s concurrence.
- **Cancellation from the bid solicitation:** When a requisition is cancelled during or after a bid solicitation process, Purchasing must cancel the items from the bid and indicate the reason(s) for the cancellation.

### D. PURCHASE ORDERS

Purchase Orders (PO) are contractual documents and are required for all purchases over \$500. Once sent to and accepted by a vendor bind the performance of both parties to the transaction. POs created from requisitions are processed using the District’s accounting software. Once a PO has been approved, it is transmitted either by secure electronic means or by email or fax to the vendor.

The entire Purchase order amount is encumbered at the time of creation. Balances left on the Purchase Orders at the end of the fiscal year remain open in the finance system, but do not automatically carry over in the budget. Requisitioners are responsible for working with their finance liaison to process the required paperwork to ensure availability of funds in the next fiscal year.

Purchase Orders for multi-year contracts will remain open until projects are completed and the Purchasing Division is notified to close the Purchase order.

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PROCUREMENT POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

Procurement costs are expensed from the fiscal year budget in which the order was received, not from the fiscal year in which the Purchase Order was issued.

### **SECTION 23: BLANKET PURCHASE ORDERS**

Blanket Purchase Orders (BPO) are contractual documents and should be issued for recurring purchases, such as office supplies, not valid for longer than one year, and shall always expire at the end of the fiscal year in which they were initiated.

Blanket purchase orders are used for the acquisition of assorted commodities or services from a known vendor for Departments that have predictable but varied program needs. The range of commodities or services covered by the blanket purchase order should be defined as narrowly as possible. Blanket purchase orders may not be used for the acquisition of equipment or appliances.

Blanket purchase orders are established with a maximum commitment dollar value. Requests for modification of this amount must be made in writing. Note that requests for increases will be reviewed by Purchasing and by the Chief Financial Officer, Assistant General Manager, or General Manager, as appropriate to ensure that funds are available before approval for the increase.

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

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PROCUREMENT POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

### **SECTION 24: COMPUTER PURCHASES**

For initial personal computer purchases, the following items will be considered as one unit: System unit including disk-drive(s), emulation board, internal/external modems, memory expansion board, co-processor, expansion chassis, cables, additional chips, keyboard monitor and operating system software.

### **SECTION 25: LEASE / LEASE PURCHASE / RENTAL ORDERS (Equipment)**

A lease is an agreement conveying the right to use property for a specified time and for a specific amount of money. In a true lease, the property being used remains the sole property of the lessor (vendor), and the lessee (District) builds no equity in the leased property. A lease/purchase agreement allows the lessee to build equity and purchase the property from the lessor for a nominal amount at the completion of the lease. The term of a lease is fixed in duration and generally not cancelable. A rental agreement is similar to a lease in that the user does not build ownership in the asset. A rental agreement differs from a lease in the length of the agreement (usually less than one year) and the agreement can usually be cancelled by the renter prior to the end of the agreement without penalty.

### **SECTION 26: REAL PROPERTY**

Board approval and authority to execute contractual documents is required for the sale, procurement, trade, exchange, surplus or otherwise acquisition, of any and all real property.

### **SECTION 27: PURCHASING CARDS**

The District has established a Purchasing Card Program to provide expanded convenience and controls to low dollar purchases, and to establish a payment

## ADMINISTRATIVE PROCEDURES



APPROVAL DATE	FINANCE POLICIES	POLICY NO.
APPROVED BY: Board of Directors	POLICY TITLE <b>PROCUREMENT POLICIES &amp; PROCEDURES</b>	EFFECTIVE DATE

methodology that will support future procurement applications. The Purchasing Card is an institutional credit card designed to give controlled buying power directly to Departments thereby eliminating many check enclosed orders. See Purchasing Card procedures for further details.

### **SECTION 28: PETTY CASH DISBURSEMENTS & REPLENISHMENT**

Please see West Valley Water District's Petty Cash Policy.

## WEST VALLEY WATER DISTRICT SINGLE/SOLE SOURCE JUSTIFICATION

### SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

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

### SECTION II- DEPARTMENT INFORMATION

Department:	Date:
Vendor Name:	Bid Number:
Is the above-named vendor a retired employee of the District? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If "Yes", review and Approval is required from GM prior to Contract execution.	

Amount:	Contract Term (Dates):	Is Agreement Funded? <input type="checkbox"/> Yes <input type="checkbox"/> No	Funded Sources: Percent Funded:	Propriety?
Type of Request: <input type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Amendment <input type="checkbox"/> Increase <input type="checkbox"/> Retired Former Employee				
Board Date:	Resolution Number:	If not scheduled go to the board explain why?		
Does Contract include Non-Standard language? If yes, explain why.				
Was Contract Approved by legal counsel?	Requisition Number:	Supplier Name and Number:		
Were any exceptions taken? If yes, explain why in detail.				

**SECTION III-SOLE SOURCE JUSTIFICATION**

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

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

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**3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation.** (Acceptable responses to this question will include strong programmatic/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

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

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

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

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**7. If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?**  Yes  No

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

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

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**SECTION IV- AUTHOR/REQUESTOR**

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

Signature:	Print Name:	Date:
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**SECTION V- GENERAL MANAGER APPROVAL** (Review and approval is required when vendor is a Retired, Former Employee.)

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

Signature	Name:	Date:
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**SECTION VI- PURCHAING AGENT**

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

Signature:	Name:	Date:
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**SECTION VII- DEPARTMENT HEAD APPROVAL**

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

Signature:	Name:	Date:
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**VENDOR PROFILE APPLICATION & NEW VENDOR NUMBER REQUEST**

**WVWD VENDOR PROFILE APPLICATION  
NEW VENDOR NUMBER REQUEST (VENDOR ADD)**

For District employee reimbursements, do not use this form; please see your Department liaison about getting an employee reimbursement number. This form is to be used only for adding vendors to the District's vendor files, which is used by the District's Accounting and Purchasing systems in generating payments and purchase orders. The granting of a vendor number does not mean that the vendor is a District compliant and an approved vendor.

Please Read and follow the separate instructions for this form.

Vendor Number Assigned
Vendor File Reviewer Use Only

1 Requester's Name: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_  
 Email: \_\_\_\_\_

2 Requester's relationship to Vender (Please Check one Box)

Owner/Partner

(specify your current job title if any)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Vendor Representative

(i.e. CFO, Executive Director, Manager, specify your current job title)

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Check only one:

- a.  You must attach a completed and signed IRS W-9 form to obtain a Vendor Number. Vendor Numbers are not assigned without a W-9 form.
- b.  For foreign vendors, please use the IRS W-8 Form. These can be obtained from the IRS Website.

4. Is any owner, partner, contractor, employee or employee family member of this vendor also a current District employee? ( Including Board Member, Committee Member, or Safety Officer)?

- a.  No ( if marked "no", go to question #5)
- b.  Yes, please explain the relationship of the current District employee(s) to this vendor profile, provide their name and the department.

\_\_\_\_\_

- c.  Is any of the individual name(s) indicated on the above line (b.) involved in and or influence in making a purchase decision for their department or for other departments within the District? If yes, Please explain.

\_\_\_\_\_

5. Vendor Information Check one:  Dba ( Doing business as)  Disregarded Entity, provide FEIN \_\_\_\_\_

Vendor Name \_\_\_\_\_ Website \_\_\_\_\_  
(Name must match name on 2nd line of W9 Form)

Primary Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Contact's Title: \_\_\_\_\_ Fax Number: \_\_\_\_\_  
 Toll Free Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

6. Vendor Business Address (es) (\*For Safety Officer please use PO Box address only)

General Business Address (Street/City/State/ZIP)	Bid Address (if different from General)
Purchase Order Address (if different)	Payment/Remittance Address (if different)

7. Vendor Commodity and Service Codes:

Example: 9720-09

\_\_\_\_\_  
 \_\_\_\_\_

Commodities and/ or services not listed ( provide detailed description):

\_\_\_\_\_  
 \_\_\_\_\_

8. Completing and Returning Application

Print Name of Applicant: \_\_\_\_\_

Title: \_\_\_\_\_

Handwritten Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Return your Application to one of the following four destination options (Please choose one option only)

- a.  Email to:
- b.  Interoffice Mail:
- c.  Fax to:
- d.  Regular mail:

## RECORD OF THREE PRICE QUOTATIONS

Requisition or P.O. No.: \_\_\_\_\_

Price Quotations

Vendor Name		Date Contacted		F i r s t  Q u o t e
Address		Telephone		
Individual Contacted		Price Quoted		
Price Good To:				
Remarks:				

Vendor Name		Date Contacted		S e c o n d  Q u o t e
Address		Telephone		
Individual Contacted		Price Quoted		
Price Good To:				
Remarks:				

Vendor Name		Date Contacted		T h i r d  Q u o t e
Address		Telephone		
Individual Contacted		Price Quoted		
Price Good To:				
Remarks:				

Explanation

\_\_\_\_\_

\_\_\_\_\_

Prepared By Name/Title: \_\_\_\_\_

Approved By Name/Title: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** DOCUMENT DESTRUCTION PER RECORDS RETENTION PER POLICY

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**DISCUSSION:**

Resolution No. 581, A resolution of the Board of Directors sets the Records Retention and Destruction Policy for the West Valley Water District (WVWD). The policy, shown in Exhibit A as well as the Records Retention Guidelines shown in Exhibit B, describes the length of time the retention of specific records and the process for destruction of records.

Prior to the destruction of records, an item has historically been brought before the Board of Directors for consideration. The most recent document destruction was approved by the Board on October 6, 2016. The documents that were destroyed are listed on the Record Retention Guidelines.

Records contained in this request are listed on the Records Retention Guidelines with the exception of retaining specified Legal, Engineering, and Operations documents .As storage space is at a premium and destruction of records was done approximately four years ago staff identified approximately 272 of boxes for destruction.

**FISCAL IMPACT:**

Cost for destruction of approximately \$3.50 per box total estimate ( $\$3.5 \times 272 = \$952$ ).

**STAFF RECOMMENDATION:**

That the Board of Directors approve staff to proceed with record destruction schedule to the Board of Directors at the next regular Board meeting.

Respectfully Submitted,

*Clarence C. Mansell Jr.*

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Clarence Mansell Jr, General Manager

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**ATTACHMENT(S):**

1. Resolution 581 - Destruction Policy
2. Retention Policy
3. 2015 8 24 Records Destruction Schedule

## RESOLUTION NO. 581

A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE WEST SAN BERNARDINO COUNTY WATER DISTRICT  
ADOPTING THE RECORDS RETENTION  
AND DESTRUCTION POLICY

**WHEREAS**, Government Code Section 60200 et seq. provides a procedure for records retention and destruction;

**WHEREAS**, pursuant to Government Code Section 60200 et. seq., the retention of certain original and duplicate records is not required after a certain period of time and upon certain conditions.

**WHEREAS**, in order to foster the efficient use of District employee time and the use of space in District facilities, a Records Retention and Destruction Policy ("Policy") has been prepared.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West San Bernardino County Water District assembled this 17th day of December, 1992, that:


**Section 1.** The records identified on said Policy, which is attached hereto as Exhibit "A" and incorporated herein by this reference, are hereby authorized to be retained, destroyed and disposed of as provided in said -Policy, without further action by the Board of Directors of the West San Bernardino County Water District;

**Section 2.** Said Exhibit "A" may be amended from time to time as need in order to provide the procedure for the disposition of additional records or to clarify or amend procedures set forth in the Policy.

**ADOPTED, SIGNED, APPROVED THIS 17TH DAY OF DECEMBER, 1992.**

  
\_\_\_\_\_  
Oliver P. Roemer, President

**ATTEST:**


  
\_\_\_\_\_  
Ira B. Pace, Secretary

CERTIFICATION

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN BERNARDINO )

I, IRA B. PACE, Secretary of the Board of Directors of THE WEST SAN BERNARDINO COUNTY WATER DISTRICT, DO HEREBY CERTIFY that the foregoing Resolution No.581 was duly adopted by the Board of Directors of said District at a regular meeting thereof, held the 17th day of December, 1992, a full quorum present and acting through, by the following vote to wit:

AYES: DIRECTORS: ROEMER, SMITH, ROTOLO, FERGUSSON, CASH  
NOES: DIRECTORS: NONE  
ABSENT: DIRECTORS: NONE

By:   
Ira B. Pace, Secretary, West San Bernardino County Water District, and the Board of Directors thereof.

RECORDS RETENTION AND DESTRUCTION POLICY  
OF THE  
WEST SAN BERNARDINO COUNTY WATER DISTRICT

I. Authority of District and District Personnel.

The West San Bernardino County Water District has adopted this Records Retention and Destruction Policy ("Policy") pursuant to Government Code section 60200 et seq. for the purpose of establishing guidelines for when the District may destroy records, papers, or documents and the procedure for their disposition.

This Policy shall be followed by the applicable officers, employees, and other District personnel in making decisions regarding the retention, destruction and disposition of records. If the applicable District personnel determine that there is a question regarding the disposition of a particular record or type of record that cannot be readily answered by reference to this Policy, said question shall be brought to the attention of the General Manager who shall have the authority to interpret the Policy and to make a final decision as to the record in question. If the General Manager prefers, said question regarding the disposition of any particular record or type of record may be presented to the Board of Directors of the District which shall have the authority to make the final decision regarding interpretation of the Policy and disposition of the record in question.

II. Statutory Procedures.

Government Code section 60200 et seq. sets forth certain rules regarding the retention, destruction and disposition of records. Said procedures operate as the minimum requirements in regard to destruction and disposition of records. (All references below are to sections of the Government Code.)

A. Duplicates/Copies of Records (§60200).

The District may authorize, at any time, the destruction of any duplicate record as long as the original or a permanent photographic record of the document is kept in the files of the District.

B. Original Records and Copies Thereof  
Destruction After Two Years (§60201).

The District may authorize the destruction of any record which is more than two years old and which was prepared or received in any manner other than pursuant to a State statute which may have different disposition requirements. Said records need not be photographed,

reproduced, or microfilmed prior to destruction. In addition, a copy of the record need not be retained.

C. Prior to Completion of Two-Year Period  
Destruction of Original (§60203).

The District may authorize the destruction of the original of any record, which is not expressly required by law to be filed and preserved, prior to the completion of the two-year period set forth in section 60201 if all of the following conditions are met:

(1) The record is photographed, microphotographed or reproduced by any other medium which does not permit additions, deletions or changes to the original document or reproduced on film or any other authorized medium which complies with the minimum standards of the National Institute of Standards and Technology.

(2) The device used to reproduce the record on film or any other medium is one which accurately reproduces the original thereof in all details and which does not permit additions, deletions, or changes to the original document images.

(3) The photographs, microphotographs or other reproductions on film or any other medium are placed in conveniently accessible files and provision is made for preserving, examining and using the files.

For the purposes of section 60203, every reproduction shall be deemed to be an original record and a transcript, or certified copy of any reproduction shall be deemed to be a transcript or certified copy, as the case may be, of the original.

III. Specific Procedures.

As mentioned above, section 60200 et seq. of the Government Code sets forth the minimum requirements in regard to destruction and disposition of records. This Policy sets forth specific procedures for the retention, destruction and disposition of particular records or types of records in order to address the particular needs of the District which shall take precedence over the minimum requirements set forth above in Government Code section 60200 et seq.

A. Real Property Records. Real property records, such as documents of title, should be kept until the real property is transferred or otherwise no longer owned by the District.



B. Contracts. Contracts shall be retained for the term of the contract (for as long as it takes for all parties to the contract to fully perform their obligations), plus 5 years.

C. Lawsuits. All records pertaining to a lawsuit shall be retained until dismissal/judgment/final disposition of the case plus 3 years.

D. Accounting/Financial Records. Any accounting record, except journals and ledgers, which are more than 5 years old and which were prepared or received in any matter other than pursuant to State statute which may have different disposition requirements, may be destroyed provided that:

(1) There is no continuing need for said record such as long-term transactions, special projects and pending litigation.

(2) There exists in a permanent file, an audit report(s) covering the inclusive period of said record, and said audit report(s) were prepared pursuant to procedures outlined in Government Code section 26909 and other State or Federal audit requirements and said audit or audits contains the expressions of an unqualified opinion.

5. Construction Records. The District may authorize the destruction of any unaccepted bid or proposal, which is more than 2 years old, for the construction or installation of any public work. In regard to construction contracts and other documents for bids/contracts that were accepted, such records may be destroyed after 7 years unless they pertain to a project which includes a guarantee or grant and, in that event, they shall be kept for the life of the guarantee or grant plus 7 years. As-built plans for any public facility or work shall be retained as long as said facility is in existence.

6. Payroll and Personnel Records. All payroll and personnel records shall be retained indefinitely. Originals may be destroyed after 7 years of retention, provided said records have been reproduced and qualify for destruction under Government Code section 60203.

7. Records Concerning Long-Term Debt.

(a) Records or proceedings for the authorization of long-term debt including, but not limited to, bonds, warrants and loans after issuance or execution shall be

retained for the life of the debt obligation plus 5 years and thereafter may be destroyed if reproduced as provided for in Government Code section 60203.

(b) Terms and conditions of bonds, warrants, and other long-term agreements shall be retained for the life of the debt obligation plus 5 years and thereafter may be destroyed if reproduced as provided for in Government Code section 60203.

(c) Paid bonds, warrant certificates and other similar bond documents shall be retained for the life of the debt obligation plus 5 years and thereafter may be destroyed.

8. Minutes.

Minutes of the meetings of the Board of Directors shall be retained indefinitely in their original form for at least 5 years. However, said minutes may be destroyed after 5 years if they are reproduced as provided for in Government Code section 60203.

## WEST VALLEY WATER DISTRICT

## RECORD RETENTION GUIDELINES

RECORD TYPE	RETENTION	CITATION	DESCRIPTOR
Applications	CL + 2	GC34090	Utility connection applications
Individual Customer Billing Records	AU + 2	GC34090	Customer name, service address, meter readings, usage, payments registers
Deposits, Receipts	AU + 4	GC34090; CCP 337	Checks, coins, currency received Deposit refunds reports
Utility Billing	CU + 2	GC34090	Registers for each cycle billed; meter cards supporting meter readings; hydrant billing & irrigation billing reports; delinquent lists; final notices; misc billing correspondence; adjustments
Meter cards/Sensus Reports	CU + 2	GC34090	Radix books & Sensus Books Sensus Route Summary
Taxes, Receivable	AU + 3	GC34090; CCP 338	Statements, summaries for receipts, disbursements & reconciliations
Tax Liens & Write-offs	P	GC34090; CCP 337	Board approved property liens & write-offs
Field Operations	CU +2	GC34090	Includes work orders, service orders, inspection. repairs, cleaning, reports, complaints
Reviews, Internal/External Periodic	CU	GC34090; GC6250	Daily, weekly, monthly, quarterly or other summary, review, evaluation, log, list, statistics, except a report

**WEST VALLEY WATER DISTRICT  
RECORD RETENTION GUIDELINES & DESTRUCTION SCHEDULE**

<b>RECORD TYPE</b>	<b>RETENTION</b>	<b>CITATION</b>	<b>DESCRIPTOR / RECORD DATES</b>
<b>CUSTOMER SERVICE DEPARTMENT</b>			
Receipts and Deposits	AU + 4	GC34090; CCP 337	Cash receipts, deposit slips - 155 Boxes Fiscal Year 2010 - 2011 Fiscal Year 2011 - 2012 Fiscal Year 2012 - 2013 Fiscal Year 2013 - 2014
<b>ACCOUNTING DEPARTMENT</b>			
Administration/Audit/Reviews, Internal/External Periodic	CU = Current Year	GC34090; GC6250	Internal Audits - 2 Boxes Fiscal Year 2010 - 2011 Fiscal Year 2011 - 2012 Fiscal Year 2012 - 2013 Fiscal Year 2013 - 2014 Fiscal Year 2014 - 2015
<b>BILLING DEPARTMENT</b>			
Billing Registers & Records Payment Plans Mail Returns  Delinquency Processing  Cancel Rebill/Adjustments Collection Letters  Returned Check Letters Service Orders	AU + 2          CU + 2	GC34090          GC34090	Billing Registers & Records -11/10/11-6/30/15 (26 Boxes) Payment Plans -10/1/12-6/30/14 (1 Box) Mail Returns -7/1/13-6/30/14 (1 Box)  Delinquency Processing -7/1/13-6/30/16 (25 Boxes)  Cancel Rebill/Adjustments -2/1/13-6/30/17 (27 Boxes) Collection Letters -1/1/13-6/30/16 (2 Boxes)  Returned Check Letters -1/1/12-6/30/15 (4 Boxes) Service Orders -7/1/13-7/1/19 (29 Boxes)  Total Boxes to destory is 272



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION  
 AND CONVEYANCE AGREEMENT WITH SRPF B\_10336 ALDER, L.L.C.  
 FOR ALDER COMMERCE CENTER

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**BACKGROUND:**

SRPF B\_10336 ALDER, L.L.C. (“Developer”) is the owner of land located on Alder Avenue in the City of Bloomington, known as Alder Commerce Center (“Development”), as shown in **Exhibit A**. The proposed development includes the construction and operation of a 174,780 square-foot warehouse distribution center with offices. In developing the land, the Developer is required to extend an existing 12-inch water main the length of its property on Alder Avenue and install water services for domestic, fire and irrigation purposes.

**DISCUSSION:**

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

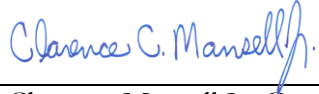
**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Water System Infrastructure Installation and Conveyance Agreement with SRPF B\_10336 ALDER, L.L.C. and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,



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Clarence Mansell Jr, General Manager

AN:mm

**ATTACHMENT(S):**

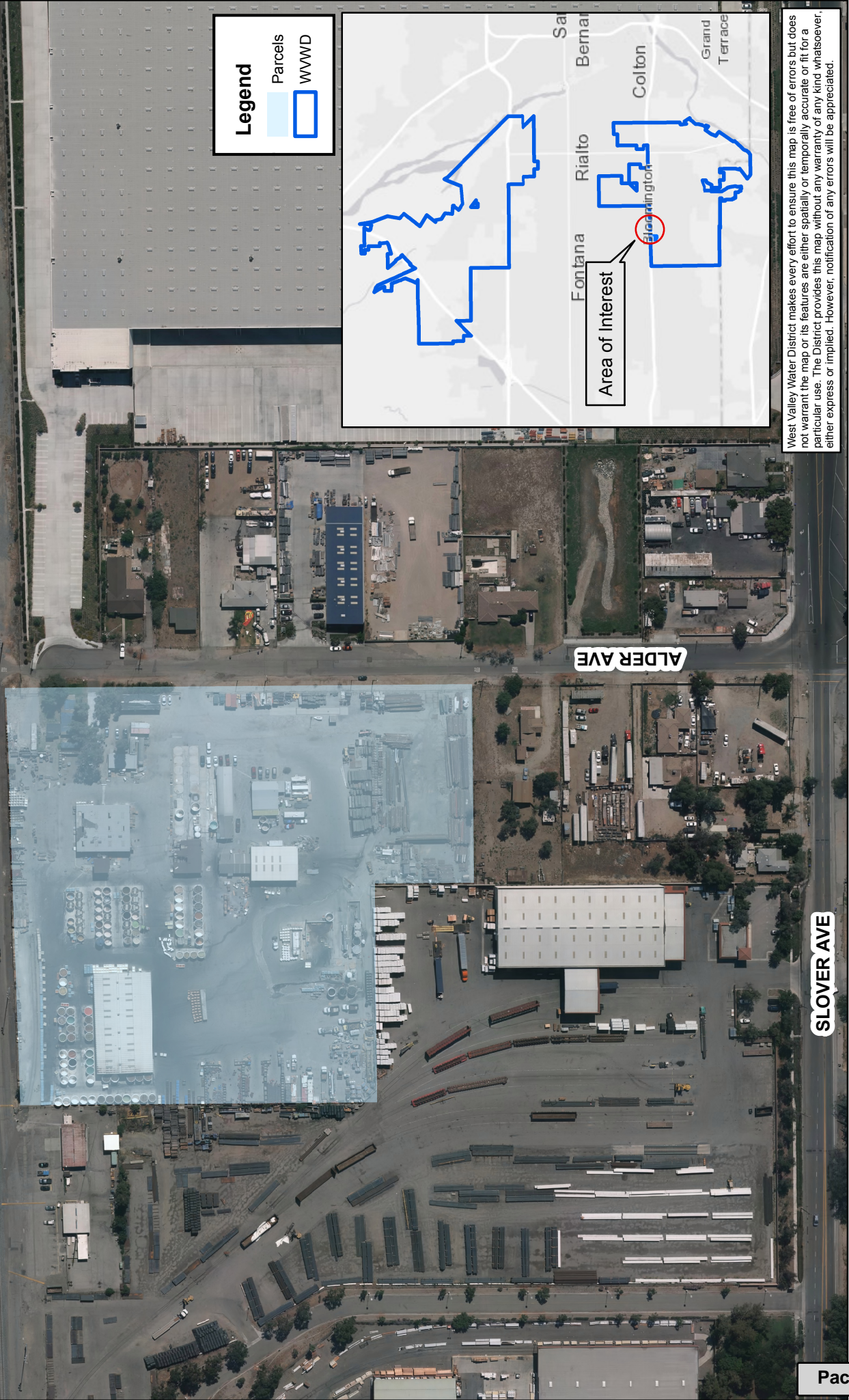
1. Exhibit A - Aerial Map
2. Exhibit B - Water System Infrastructure Installation and Conveyance Agreement with SRPF B\_10336 Alder, L.L.C for Alder Commerce Center

**MEETING HISTORY:**


08/17/20      Engineering, Operations and Planning Committee      REFERRED TO BOARD


# Exhibit A





**Legend**

Parcels 

WVWD 

Area of Interest

Fontana Rialto Colton

Alameda

Sal Bernat Grand Terrace

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 A**  
**Alder and Slover Avenue**

**SLOVER AVE**

**ALDER AVE**

Date: 7/28/2020





# Exhibit B

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **SRPF B\_10336 ALDER, L.L.C.** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

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

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's own expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **WATER IMPROVEMENT PLANS FOR ALDER COMMERCE CENTER**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

**2. CONSTRUCTION**

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

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

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

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

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

**3. LICENSES AND PERMITS**

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

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

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

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

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

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

5.2. Performance Bond: The Developer's engineers estimate for the water system improvements for **WATER IMPROVEMENT PLANS FOR ALDER COMMERCE CENTER**, is **EIGHTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$85,250.00)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with either an irrevocable letter of credit from a recognized financial institution acceptable to the District or a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The irrevocable letter of credit or performance bond shall be in the amount **EIGHTY-FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS AND 00/100 (\$85,250.00)**, equal to 100 percent of the approved Developer's estimate.

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

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
**RE: WATER IMPROVEMENT PLAN FOR ALDER COMMERCE CENTER**

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

SRPF B\_10336 ALDER, L.L.C.  
Attn: Cannon Green  
2001 Ross Avenue, Suite 400  
Dallas, TX 75201  
**RE: WATER IMPROVEMENT PLAN FOR ALDER COMMERCE CENTER**

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
**RE: WATER IMPROVEMENT PLAN FOR ALDER COMMERCE CENTER**

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

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

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

**8. NOTICE TO PROCEED TO CONSTRUCT WATER SYSTEM FACILITIES**

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

**9. INSPECTION**

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

9.2. Developer shall at all times maintain proper facilities and provide safe access for inspection by the District to all parts of the work and to the shops wherein the work is in preparation. Additionally, in connection with the performance of this Agreement, the District shall have the authority to enter the work site at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger of hazard to any and all employees. Developer agrees that the District, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the work site. Furthermore, Developer acknowledges the provisions of California *Labor Code* Section 6400 et seq., which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event the District identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the work site, the District is hereby authorized to order an immediate abatement of that condition.

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

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

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

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

**10. TESTING AND DISINFECTION**

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



## **11. RELOCATIONS, RECONSTRUCTIONS, AND DAMAGES**

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

## **12. AS-CONSTRUCTED DOCUMENTATION**

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

## **13. INDEMNIFICATION**

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

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended

solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

#### **14. REPAIR OR RECONSTRUCTION OF DEFECTIVE WORK**

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

#### **15. COSTS AND FEES**

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

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

#### **16. CONVEYANCE AND ACCEPTANCE OF WATER SYSTEM**

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

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

development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

17.1. In no event shall permanent water services be provided to Developer's installed system until all applicable charges and fees have been paid by Developer and all facilities have been conveyed, free of all encumbrances, to the District, including any easements which may be required. Such conveyance shall occur in a timely manner in accordance with the terms of this Agreement.

## **18. BREACH OR DEFAULT OF AGREEMENT**

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

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

## **19. SUCCESSORS BOUND**

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

[CONTINUED ON NEXT PAGE]

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

Date: \_\_\_\_\_

**DEVELOPER:**

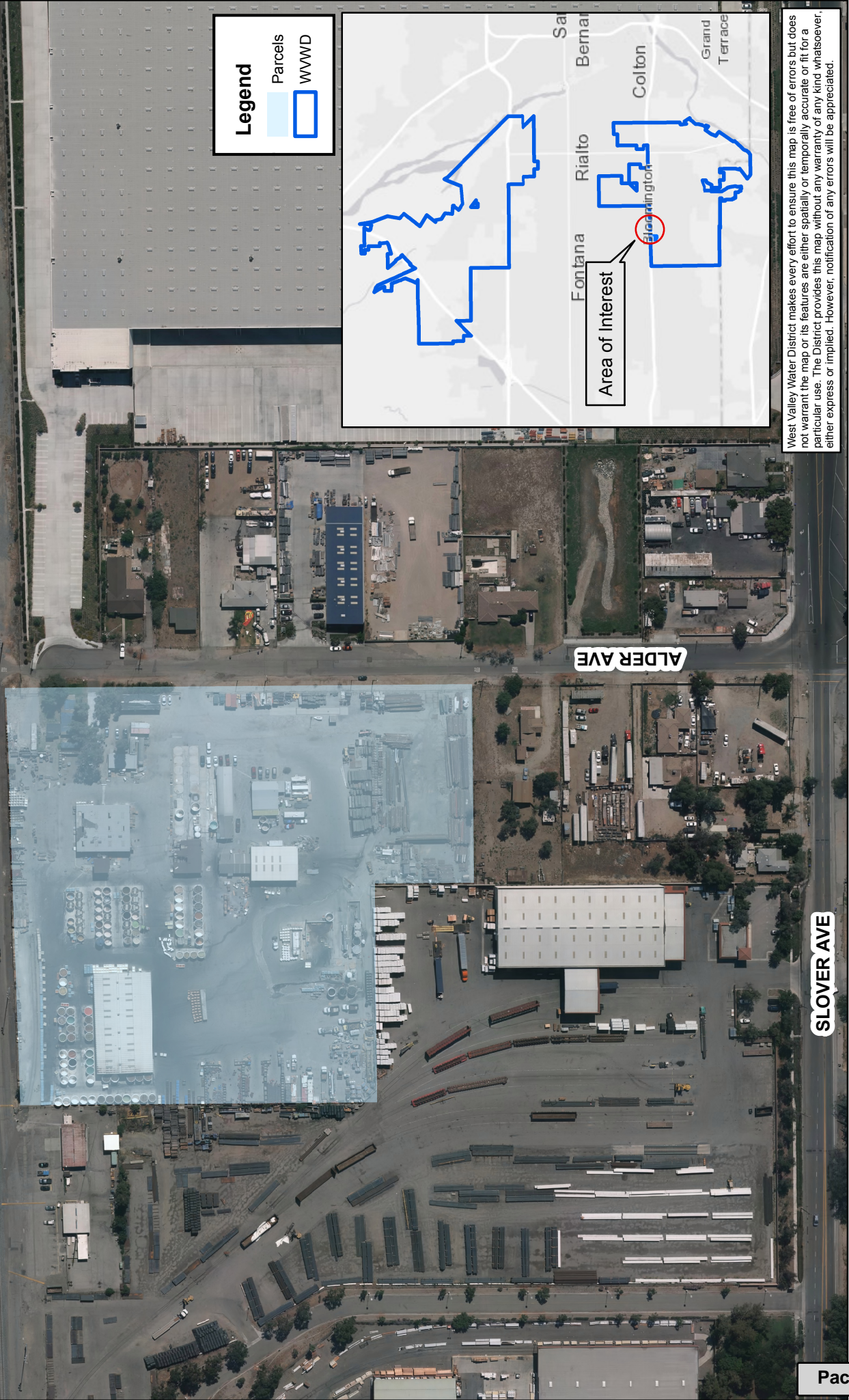
**SRPF B\_10336 ALDER, L.L.C.**  
**A Texas Limited Liability Company**

By: \_\_\_\_\_  
Cannon Green, Vice President  
Authorized Agent

Date: \_\_\_\_\_

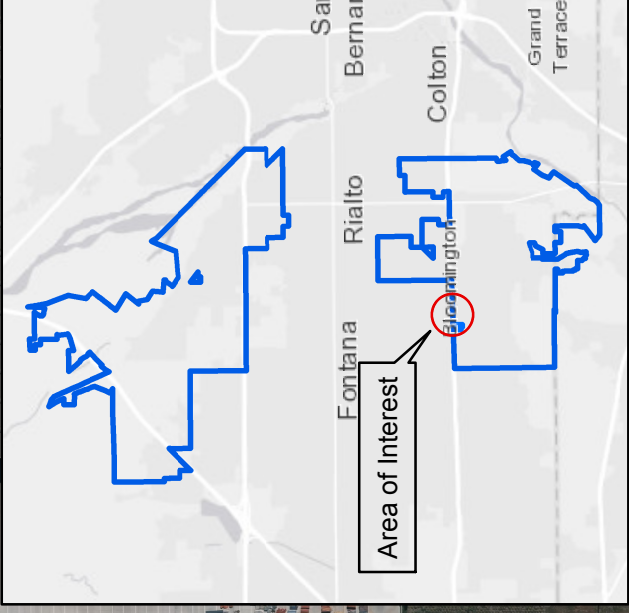
# Exhibit A





**Legend**

- Parcels
- WVWD



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 A**  
**Alder and Slover Avenue**

**SLOVER AVE**

**ALDER AVE**

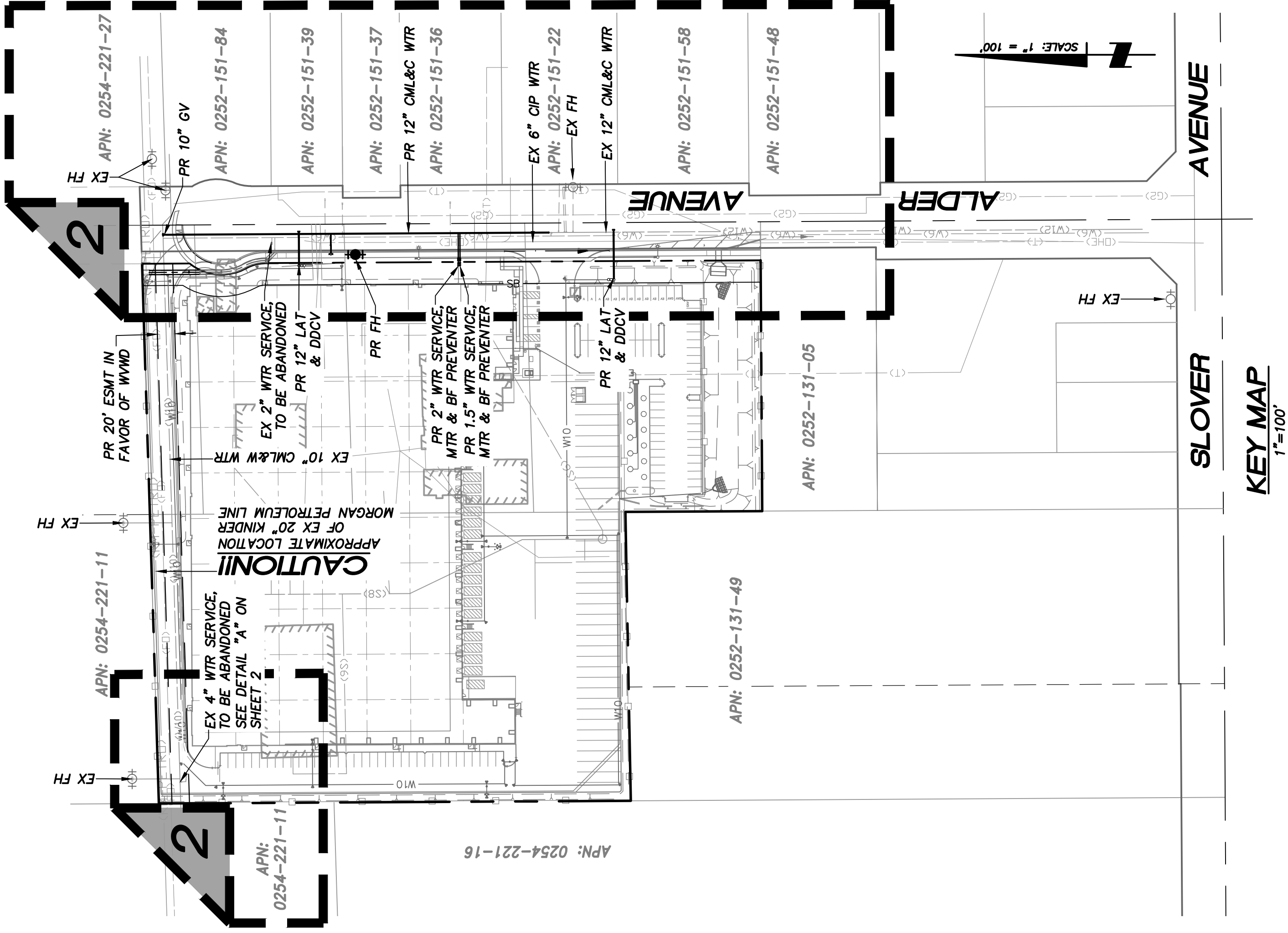
Date: 7/28/2020



# Exhibit B



# WATER IMPROVEMENT PLAN ALDER AVENUE ALDER COMMERCE CENTER



## WATER CONSTRUCTION NOTES

DESCRIPTION	QTY
1. INSTALL 12" CLASS 350, DUCTILE IRON PIPE.	484 LF
2. 10" HOT TAP WITH THRUST BLOCK PER WYMD STD DWG NO. W-3A.	1 EA
3. INSTALL GATE VALVE PER WYMD STD DWG NO. W-11. SIZE PER PLAN.	1 EA
4. INSTALL 12"x10" FLANGED REDUCER.	1 EA
5. INSTALL FIRE HYDRANT ASSEMBLY PER WYMD STD DWG NO. W-2.	1 EA
6. INSTALL 12" FIRE SERVICE LATERAL AND 10" DOUBLE CHECK DETECTOR ASSEMBLY PER WYMD STD DWG NO. W-15.	2 EA
7. INSTALL 2" WATER SERVICE & 2" DOMESTIC METER PER WYMD STD DWG NO. W-5.	1 EA
8. INSTALL 2" WATER SERVICE & 1.5" IRRIGATION METER PER WYMD STD DWG NO. W-5.	1 EA
9. INSTALL BACKFLOW PREVENTOR PER WYMD STD DWG NO. W-20. SIZE PER PLAN.	2 EA
10. ABANDON EXISTING WATER SERVICE PER WYMD STD DWG NO. W-29.	1 EA
11. RECONNECT EXISTING DOMESTIC WATER SERVICE TO 12" WATERLINE PER WYMD STD DWG NO. W-5 (NOTE TO CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF WATER METER & SERVICE).	3 EA

## SHEET INDEX

- TITLE SHEET
- WATER PLAN & PROFILE

## NOTICE TO CONTRACTORS

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

## PRIVATE ENGINEER'S NOTICES TO CONTRACTORS

THE EXISTENCE AND APPROXIMATE LOCATION OF ANY UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES OR STRUCTURES EXCEPT AS SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOR FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATIONS ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK ON EXCAVATION TO DETERMINE EXACT LOCATION OF ALL LINES AFFECTING THIS WORK, WHETHER OR NOT SHOWN HEREON, AND FOR ANY DAMAGE OR PROTECTION OF THESE LINES.

THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

## LEGAL DESCRIPTION

PARCEL 1: THE NORTH 1/2 OF LOT 143, MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTHERN PACIFIC TRANSPORTATION COMPANY BY DEED RECORDED FEBRUARY 26, 1971 IN BOOK 7615, PAGE 770, OFFICIAL RECORDS.

PARCEL 2: THE NORTH 372 FEET OF THE NORTH 4.39 ACRES OF LOT 144, MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO SOUTHERN PACIFIC TRANSPORTATION COMPANY, BY DEED RECORDED FEBRUARY 26, 1971 IN BOOK 7615, PAGE 770, OFFICIAL RECORDS.

PARCEL 3: THE NORTH 4.39 ACRES OF LOT 144, MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

EXCEPTING THEREFROM THE NORTH 372 FEET BY DEED RECORDED JUNE 5, 1950 IN BOOK 2585, PAGE 456, OFFICIAL RECORDS.

PARCEL 4: THE NORTH 2 ACRES OF THE SOUTH 6 ACRES OF LOT 144, MARYGOLD ACRES, IN THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 19 OF MAPS, PAGE 15, RECORDS OF SAID COUNTY.

## BASIS OF BEARING

BEARINGS ARE BASED ON THE CENTERLINE OF SLOVER AVENUE BETWEEN ALDER AVENUE AND THE CITY LIMIT, CITY OF FONTANA, PER RECORD OF SURVEY 87/10-14, BEING N.89°39'13"E.

## BENCHMARK

CITY OF FONTANA BENCHMARK #288  
ELEVATION 1032.92 FEET; FOUND RR SPIKE IN POWER POLE #61319 AT NORTHEAST CORNER OF SANTA ANA AND CATABA AVENUE

## WATER NOTES

- PIPE 10" AND SMALLER SHALL BE CLASS 350 DUCTILE PIPE, OR CLASS 150, 10, 6A CEMENT COATED STEEL PIPE, 12" AND GREATER SHALL BE PICKERS CLASS 150 DUCTILE IRON PIPE, OR CLASS 150, 10, 6A CEMENT MORTAR LINED AND COATED STEEL PIPE OR AS SPECIFIED.
- WATER SERVICE LATERALS SHALL BE TYPE K COPPER LINE, MINIMUM 1" DIAMETER, WITH 1" X 1" ANGLE VALVES WITH LOCK WING ON LOTS. THERE SHALL BE A SEPARATE SERVICE FOR EACH LOT BEING SERVED. ONE SERVICE PER PIPE TRENCH. ALL SERVICE VALVES SHALL BE CAPABLE OF 360 DEGREE TURN (LESS STOP).
- ALL WATER SERVICE LATERALS SHALL BE INSTALLED AT THE SAME TIME AS MAIN LINE. NO SPLICE SHALL BE ALLOWED ON COPPER SERVICE LATERAL LINE.
- LIMITS TERMINATE 12" BEHIND FUTURE SIDEWALK.
- FIRE HYDRANTS SHALL BE 6" X 4" X 2-1/2" CLOW MODEL 850 OR EQUAL, PAINTED WITH ONE COAT PRIMER AND ONE COAT YELLOW. THE 4" STEAMER OUTLET SHALL BE PERPENDICULAR TO THE CURB OR FUTURE CURB.
- DEPTH OF COVER FOR WATER SERVICE LATERALS SHALL BE MINIMUM 30"; FOR WATER MAINS 10" AND SMALLER SHALL BE MINIMUM 36"; FOR 12" AND LARGER PIPE SHALL BE MINIMUM 42" OR AS SPECIFIED ON PLANS. ALL MEASUREMENTS FROM FINISH GRADE.
- ALL WATER MAINS SHALL BE FLUSHED AND DISINFECTED PER AWWA STANDARDS C651 PRIOR TO USE AFTER INSTALLATION OR REPAIR.
- CONSTRUCTION TO BE IN ACCORDANCE WITH THE WEST VALLEY WATER DISTRICT "STANDARDS FOR DOMESTIC WATER FACILITIES".
- WATER SERVICE IS SUBJECT TO THE CURRENT DISTRICT RULES AND REGULATIONS AND ANY AMENDMENTS THERETO.
- IF CONSTRUCTION HAS NOT COMMENCED WITHIN TWO (2) YEARS OF THE DISTRICT APPROVAL DATE, THIS PLAN SHALL BE RESUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL.
- WATER LINES TO BE INSTALLED ONLY AFTER THE COMPLETION OF CONCRETE CURB AND GUTTER.
- CONTRACTOR TO FURNISH 2-YEAR WARRANTY BOND FOR ALL WATER FACILITIES INSTALLED WITH THIS PLAN.

## DUCTILE IRON PIPE NOTES

- ALL DUCTILE IRON PIPE SHALL BE RESTRAINED PER DISTRICT STANDARD W-30.
- ALL DUCTILE IRON PIPE BENDS & FITTINGS SHALL BE MECHANICALLY RESTRAINED AS SHOWN ON PLANS AND STANDARDS.
- USE OF ADDITIONAL RESTRAINTS & THRUST BLOCKS SHALL BE DETERMINED BY THE INSPECTOR IN THE FIELD.

## DESIGN

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN DESIGNED UNDER THE DIRECT SUPERVISION OF A CIVIL ENGINEER LICENSED IN STATE OF CALIFORNIA AND ARE IN ACCORDANCE WITH TITLE 22, CODE OF REGULATIONS, CHAPTER 16, CALIFORNIA WATERWORKS STANDARD OF THE STATE OF CALIFORNIA.

SIGNATURE OF DESIGN ENGINEER \_\_\_\_\_ RCE NO. & EXPIRATION DATE \_\_\_\_\_ DATE \_\_\_\_\_

## FIRE

FIRE PROTECTION SYSTEM REVIEWED AND APPROVED BY:

NAME OF AGENCY \_\_\_\_\_

PRINT NAME OF FIRE AGENCY PERSONNEL SIGNING BELOW \_\_\_\_\_

SIGNATURE OF FIRE AGENCY \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

## WATER

THIS CERTIFIES THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN REVIEWED BY AND ACCEPTED BY THE WEST VALLEY WATER DISTRICT AND THAT THE DISTRICT IS WILLING AND ABLE TO SUPPLY WATER TO SERVE THIS LOCATION.

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_

CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE CONSTRUCTION OF THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF FONTANA AND THE CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS.

Underground Service Alert

Call: TOLL FREE  
1-800-227-2800



TWO WORKING DAYS BEFORE YOU DIG

Revision

No. By Date Approval APPROVED

Checked \_\_\_\_\_

Job No. \_\_\_\_\_

AS SHOWN

Pressure Zone: \_\_\_\_\_

ZONE 3

WIP Number: \_\_\_\_\_

D/20019

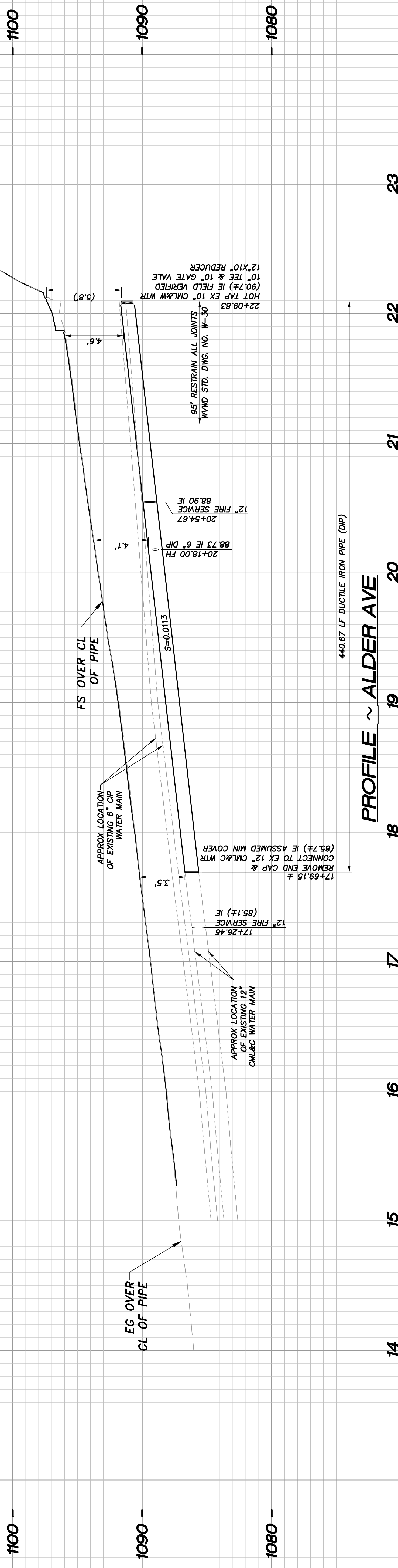
Scale: \_\_\_\_\_



PLANNING ENGINEERING SURVEYING  
CONSULTING  
1851-885-8800  
1851-885-8801 Fax  
1851-885-8801 Web

WEST VALLEY WATER DISTRICT  
WATERLINE IMPROVEMENT PLANS FOR  
ALDER AVENUE  
ALDER COMMERCE CENTER  
SHEET 1 OF 2  
SHEETS



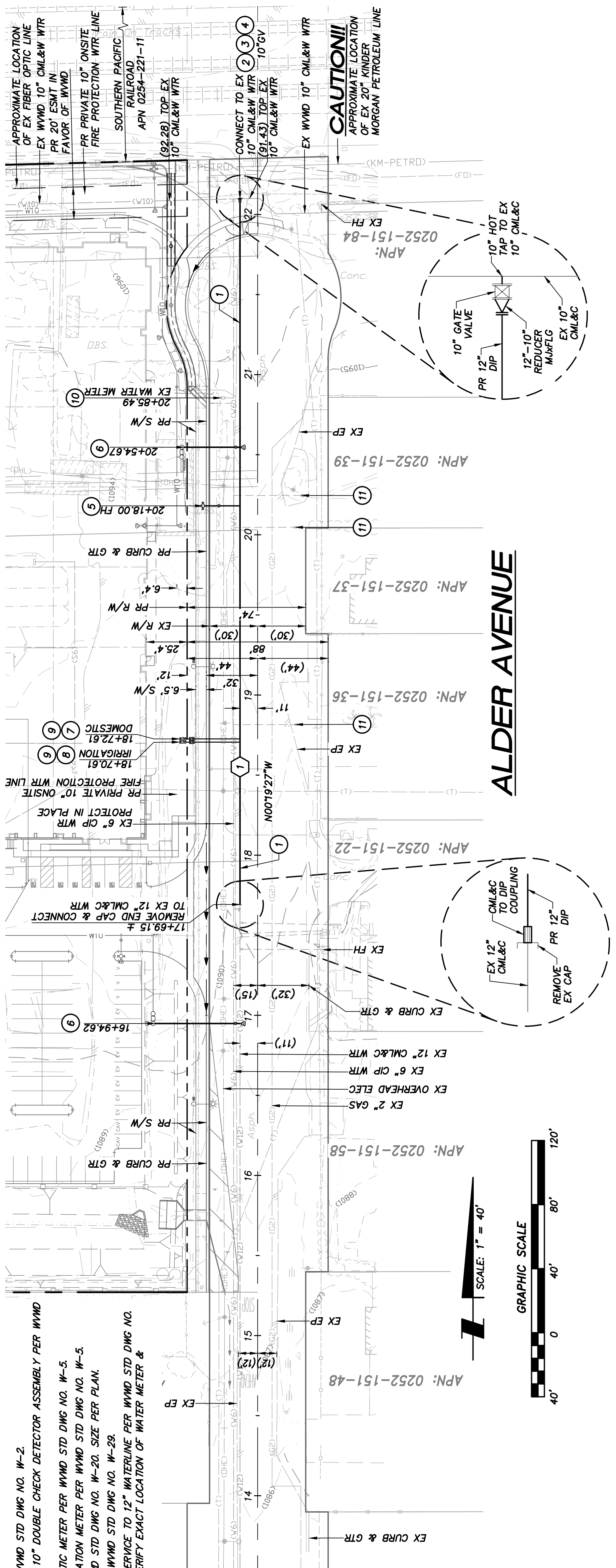


PROFILE  
HORIZ: 1" = 40'  
VERT: 1" = 4'

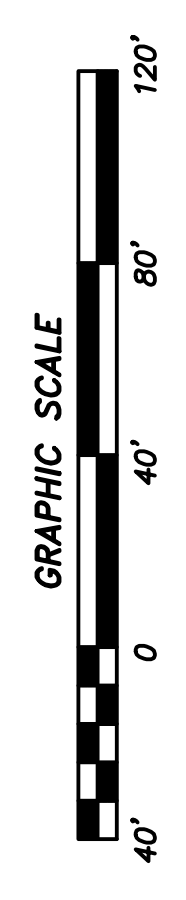
**WATER CONSTRUCTION NOTES**

- 1 INSTALL 12" CLASS 350, DUCTILE IRON PIPE.
- 2 10" HOT TAP WITH THRUST BLOCK PER WMD STD DNG NO. W-3A.
- 3 INSTALL GATE VALVE PER WMD STD DNG NO. W-11. SIZE PER PLAN.
- 4 INSTALL 12"x10" FLANGED REDUCER.
- 5 INSTALL FIRE HYDRANT ASSEMBLY PER WMD STD DNG NO. W-2.
- 6 INSTALL 12" FIRE SERVICE LATERAL AND 10" DOUBLE CHECK DETECTOR ASSEMBLY PER WMD STD DNG NO. W-15.
- 7 INSTALL 2" WATER SERVICE & 2" DOMESTIC METER PER WMD STD DNG NO. W-5.
- 8 INSTALL 2" WATER SERVICE & 1.5" IRRIGATION METER PER WMD STD DNG NO. W-5.
- 9 INSTALL BACKFLOW PREVENTOR PER WMD STD DNG NO. W-20. SIZE PER PLAN.
- 10 ABANDON EXISTING WATER SERVICE PER WMD STD DNG NO. W-29.
- 11 RECONNECT EXISTING DOMESTIC WATER SERVICE TO 12" WATERLINE PER WMD STD DNG NO. W-5 (NOTE TO CONTRACTOR TO FIELD VERIFY EXACT LOCATION OF WATER METER & SERVICE).

WATER LINE DATA		
DELTA/BRC	RADIUS	LENGTH
1	N001927"W	440.67'



**DETAIL "A"**  
SCALE: 1" = 40'



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES AND STRUCTURES EXISTING UNDER OR ADJACENT TO THE PROJECT. ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL BE MADE TO APEX, CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

Underground Service Alert  
Call: TOLL FREE  
1-800-227-2800

TWO WORKING DAYS BEFORE YOU DIG

Revision	No.	By	Date	Approval
				APPROVED

Checked	Job No.
AS SHOWN	

**SB&O**  
PLANNING ENGINEERING SURVEYING  
1851-BBSE-8800  
1851-BBSE-8801 Fax

Pressure Zone: **ZONE 3**  
WIP Number: **D20019**

**WEST VALLEY WATER DISTRICT**  
**WATERLINE IMPROVEMENT PLANS FOR**  
**ALDER AVENUE**  
**ALDER COMMERCE CENTER**

SHEET  
2 OF 2  
SHEETS

# Exhibit C

<b>ENGINEER'S ESTIMATE</b>		PAGE 2 OF 2	
<b>PROJECT NAME:</b> ALDER AVE INDUSTRIAL	<b>JOB NO:</b> 74430		
<b>EST. BY:</b> BEH	<b>W.O.:</b> 8/3/2020		
<b>CHKD BY:</b> Don Brooks	<b>DATE:</b> 8/3/2020		



ITEM	DESCRIPTION	QUANTITIES		UNIT PRICE	AMOUNT
		QUANTITY TOTAL	UNIT		
<b>WATER IMPROVEMENTS</b>					
1	12" CLASS 350, DUCTILE IRON PIPE	484	LF	90.00	\$43,560
2	10" HOT TAP	1	EA	3,000.00	\$3,000
3	10" GATE VALVE	1	EA	2,000.00	\$2,000
4	12"X10" FLANGED REDUCER	1	EA	500.00	\$500
5	FIRE HYDRANT	1	EA	5,000.00	\$5,000
6	12" FIRE SERVICE LATERAL	66	LF	90.00	\$5,940
7	2" WATER SERVICE & METER WITH BFP	2	EA	2,500.00	\$5,000
8	ABANDON EX WATER SERVICE	2	EA	500.00	\$1,000
9	RECONNECT EX WTR SERVICE TO NEW 12" DIP	3	EA	500.00	\$1,500
10	10" DOUBLE CHECK DETECTOR ASSEMBLY	2	EA	5,000.00	\$10,000

<b>WATER IMPROVEMENTS</b>					<b>SUBTOTAL:</b>	<b>\$77,500</b>
					<b>10% CONTINGENCIES:</b>	<b>\$7,750</b>
					<b>TOTAL IMPROVEMENTS:</b>	<b>\$85,250</b>

I:\74432 Alder Ave Industrial\Reports\Cost Estimates\WWWD Engineers Estimate\2020-0729\_WWWD Engineers Estimate.xlsx\Offsite Improvements August 03, 2020 16:16:06

# Exhibit D





**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.

## **2019 HOLIDAY LIST**

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

## **2020 HOLIDAY LIST**

WEDNESDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 20	MARTIN LUTHER KING, JR.
MONDAY, FEBRUARY 17	PRESIDENT'S DAY
MONDAY, MAY 25	MEMORIAL DAY
FRIDAY, JULY 3	INDEPENDENCE DAY
MONDAY, SEPTEMBER 7	LABOR DAY
WEDNESDAY, NOVEMBER 11	VETERANS DAY (OBSERVED)
THURSDAY, NOVEMBER 26	THANKSGIVING
FRIDAY, NOVEMBER 27	DAY AFTER THANKSGIVING
THURSDAY, DECEMBER 24	CHRISTMAS EVE
FRIDAY, DECEMBER 25	CHRISTMAS
THURSDAY, DECEMBER 31	NEW YEAR'S EVE

## **2021 HOLIDAY LIST**

FRIDAY, JANUARY 1	NEW YEAR'S DAY
MONDAY, JANUARY 18	MARTIN LUTHER KING, JR.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** SERVICE AGREEMENT WITH SPECTRUM ENTERPRISE FOR FIBER INTERNET ACCESS AND TRUNKING SERVICE (VOIP)

---

**BACKGROUND:**

West Valley Water District (“District”) currently contracts with AT&T for Fiber Internet Access, Trunking Service (for the VoIP telephone system), Plain Old Telephone Service (POTS) lines, and several cellular modems for telemetry. Staff periodically reviews the existing services for any necessary modifications and also considers alternate service providers. The District is limited to AT&T and Spectrum Enterprise as the two major service providers in our geographic area. Staff has been working with the Safety and Technology Committee to identify opportunities to enhance the District’s technology portfolio while at the same time reducing costs.

**DISCUSSION:**

Staff reached out AT&T and Spectrum to obtain quotes for improved services and overall cost reductions. The AT&T quote is included as **Attachment A**, and the Spectrum quote is included as **Attachment B**. A summary of the services and total costs is provided below:

	<b>AT&amp;T Existing</b>	<b>AT&amp;T Proposed</b>	<b>Spectrum Proposed</b>
Internet - District Office	50 Mbps	150 Mbps	200 Mbps
Internet - Roemer	None	20 Mbps	50 Mbps
Trunking Service	46 call paths	46 call paths	46 call paths
POTS Lines	35	35	35
Telemetry Cellular Modems	2	2	Remain w/AT&T
Total Cost	\$6,856.13	\$4,341.13	\$3,728.86

The Spectrum Enterprise Service Agreement, included as **Attachment C**, provides an opportunity for the District to address several needs, improve existing core services, and to reduce overall costs.

At the Oliver P. Roemer Water Treatment Plant, internet service is currently provided by Verizon Wireless via a wireless router with a 20 Mbps bandwidth and monthly data cap of 20 GB. This limits the District's ability to fully incorporate the plant into the District's network. Staff has previously reached out to both AT&T and Spectrum for estimates to install a fiber connection at the site. In May 2019, the District entered into an agreement with Spectrum to install a fiber service at a cost of \$18,325.95, with Spectrum contributing \$5,000.00 and the District covering the balance. In July 2019, the estimate was revised to \$68,397.40 as a result of the City requiring the contractor to trench in the street instead of boring underneath it. Due to the increased cost, the project was discontinued. Under the proposed Spectrum Enterprise Service Agreement, the District would pay a service installation charge of \$250.00 and Spectrum would cover the balance of the cost to install the fiber service at the site.

At the District office, internet service is currently provided via a fiber connection with a 50 Mbps bandwidth. Under the proposed Spectrum Enterprise Service Agreement, that service would be upgraded to a 200 Mbps bandwidth. There would be no other significant service level changes to any of the other services. It is worth noting that the current AT&T costs vary monthly for the POTS Lines due to usage and long distance. Spectrum Enterprise includes unlimited local and long distance calling with their POTS Lines.

**FISCAL IMPACT:**

Internet and telephone services are included in the FY 2021 Budget. An overall net reduction to the monthly expenses is anticipated. The total savings for the current fiscal year will depend on the timing of when the installations are completed, and services are fully transitioned. The installations may take up to 90 days and there may be a month or two of overlap for certain services. However, once the transition is completed, a net monthly decrease of approximately \$3,000.00 is anticipated.

**STAFF RECOMMENDATION:**

It is recommended that the Board of Directors approve the Spectrum Enterprise Service Agreement and authorize the General Manager to execute the necessary documents.

Respectfully Submitted,




---

Clarence Mansell Jr, General Manager

CM:js

**ATTACHMENT(S):**

1. Attachment A - AT&T Proposal
2. Attachment B - Spectrum Proposal
3. Attachment C - Spectrum Enterprise Service Agreement

# Attachment A



Proposal for  
**AT&T Custom Service Solution**



Presented to

**West Valley Water District**

Pricing-At-A-Glance		Billing Address
Bundled Service Offer: AT&T Dedicated Internet and Voice Bundle		PO BOX 920, RIALTO, CA, 92377 - 0920
Installation	Waived	
Equipment	Included	
Monthly Cost (Combined)	<b>\$4,341.13</b>	
Contract Length (Months)	24	
Quote Valid 30 Days From:	10/17/2019	

Pricing Summary –					
Description	Unit Price	Qty	Discount	Totals	
<b>Account # 909XXXXXXX443</b>					
AT&T Business Unlimited Local Calling 19 Lines	\$34.00	19		\$646.00	
AT&T Long Distance Block Of Time 750 Mins	\$35.00	1		\$35.00	
<b>Account # 909XXXXXXX535</b>					
AT&T Business Unlimited Local Calling 10 Lines	\$40.00	10		\$400.00	
AT&T Long Distance Block Of Time 500 Mins	\$25.00	1		\$25.00	
<b>Account # 909XXXXXXX422</b>					
AT&T Business Unlimited Local Calling 3 Lines	\$40.00	3		\$120.00	
AT&T Unlimited Long Distance Callin Plan	\$5.00	3		\$15.00	
<b>Account # 909XXXXXXX249</b>					
AT&T Business Unlimited Local Calling 1 Lines	\$40.00	1		\$40.00	
AT&T Unlimited Long Distance Callin Plan	\$5.00	1		\$5.00	
<b>Account # 909XXXXXXX178</b>					
AT&T Business Unlimited Local Calling 1 Lines	\$40.00	1		\$40.00	
AT&T Unlimited Long Distance Callin Plan	\$5.00	1		\$5.00	
<b>Account # 909XXXXXXX158 (No Change)</b>					
	\$70.00	1		\$70.00	
<b>Account # 339XXXXXXX815 (No Change)</b>					
	\$63.34	1		\$63.34	
<b>Account # 253XXX121</b>					
100Mbps x 20Mbps with Static IP	\$65.00			\$65.00	
<b>Account # 909XXXXXXX795</b>					
AT&T Business Unlimited Local Calling 1 Lines	\$40.00	1		\$40.00	
AT&T Unlimited Long Distance Callin Plan	\$5.00	1		\$5.00	
<b>AT&amp;T Dedicated Internet and Voice Bundle</b>					
150Mbps x 150Mbps	\$2,398.00	1	50%	\$1,199.00	
IPFlex Reach Intergrated Voice					
Voice 46 Lines					
AT&T Premise Based Firewall	Enterprise	\$506.00	2	0%	\$1,012.00
AT&T Dedicated Internet 20Mbps x 20Mbps	Access	\$420.00	1	0%	\$400.00
Port		\$577.00	1	73%	\$155.79
<b>Total Budgetary Price Per Month</b>				<b>\$4,341.13</b>	

Current Services vs Cost of Proposed Solution --	
Current Monthly Telco Spend	<b>\$6,856.13</b>
Proposed Monthly Telco Spend	<b>\$4,341.13</b>
Monthly Saving	<b>\$2,288.94</b>

To ask questions or place an order, contact:

**Kristi Cochran**

AT&T Technical Data Specialist  
 O: 888-809-4974 | F: 888-814-6979  
[Kc737u@att.com](mailto:Kc737u@att.com)

**Kandis C. Young**



AT&T Executive Select Account Manager  
 O: 888-740-7316 | F: 888-814-6979  
[ky849M@att.com](mailto:ky849M@att.com)

*The information and pricing contained herein is valid for the period stated above unless rescinded or extended in writing. Prices quoted are estimates based on information and pricing available at the time Quote was prepared, including information provided by you. If price shown above differs from tariff rate, AT&T Price List, or AT&T Service Guide, as applicable, then tariff rates, AT&T Price List or AT&T Service Guide will apply; otherwise, rates contained in an agreement signed by both parties at the time of order will apply. Unless otherwise stated herein, this Quote is conditioned upon negotiation of mutually acceptable terms and conditions. Connection charges for new lines vary by state and do not include jacks & wiring or other equipment. Applicable taxes & fees will be computed based on the full tariff, Price List, or Service Guide price of all products and services, or prices set forth in AT&T's service agreement, and no taxes or fees will be added to the amount of any rewards given under this program. Rates quoted above do not reflect additional charges such as certain other federal or state charges and taxes as well as usage charges. This Quote is subject to the availability of the services set forth above. This represents a best estimate quote only, and is not legally binding as an offer. This Quote and other information contained herein, including Savings, may change depending upon various factors, such as changes in configuration, design, network facilities or availability, prices generally, or inadvertent error or omission. Information contained under "Your Current Services" and "Savings" is based upon data provided by you, and AT&T is not responsible for the accuracy of this information. Contract Terms vary by product and are subject to early termination fees if canceled before actual term end date. AT&T Proprietary: The information contained in this Quote is proprietary to AT&T and is offered solely for the purpose of evaluation. It*

# Attachment B

Thank you for your time yesterday. I have cc'd Pradeep on this email so you have access to him in case any questions arise.

Per our discussion, please find few price options below based on our discussion:  
 I have also attached our [fiber SLA](#) as well as few slides of value points regarding Spectrum Enterprise and the support you would be receiving as our customer.

		Installation	2Yr	3Yr
<b>855 W. Base Line Road                  Rialto, CA 92376</b>				
Spectrum	<b>100Mx100M</b> 2 Full PRI's with 10,000 MOU 200 DID's MRS 29 IP's	\$ 500.00	\$1,760	\$1,565
Spectrum	<b>200Mx200M</b> 2 Full PRI's 10,000 MOU 200 DID's MRS 29 IP's	\$ 500.00	\$2,090	\$1,920
No Term-MTM	<b>15 Business Class Phone lines</b> Unlimited Local and LD	\$99	\$449.25 1 <sup>st</sup> year	\$599.25 2 <sup>nd</sup> year

**Managed Router is NOT included in the price.** The breakdown is:

- 100M at \$80 per month for 2 yr
- 200M at \$160 per month for 2 yr
- 100M at \$50 per month for 3 yr
- 200M at \$100 per month for 3 yr

One time activation is included in the price above at \$150

\*I found out about *area codes*- Minutes would be taken out of the included 10K MOU for both PRI's at no additional cost for calls to both of those zips.  
 -For any additional POTS lines it would be \$29 per line.

Please let me know if you have any questions and how you would like to proceed.

Best,  
 Alexandra

# Attachment C

### Customer Service Order

THIS SERVICE ORDER (“Service Order”), is executed and effective upon the date of the signature set forth in the signature block below (“Effective Date”) and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder (“Spectrum”) and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a “Service Agreement”). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Alexandra Higgins  
 Phone: (760) 641-8599 ext:  
 Cell Phone: (760) 641-8599  
 Email: alexandra.higgins@charter.com

Order # 11600595

<b>Customer Information: Customer Code 0000</b>		
<b>Business Name</b>	WEST VALLEY WATER DISTRICT	<b>Customer Type:</b> Existing Customer
<b>Billing Address</b>		
<b>Attention To:</b>		<b>Account Number</b>
855 W BASE LINE RD RIALTO CA 92376		8448400600282151
<b>Billing Contact</b>	<b>Billing Contact Phone</b>	<b>Billing Contact Email Address</b>
Albert Clinger	9098751804	aclinger@wwd.org
<b>Authorized Contact</b>		
<b>Authorized Contact</b>	<b>Authorized Contact Phone</b>	<b>Authorized Contact Email Address</b>
Albert Clinger	9098751804	aclinger@wwd.org
<b>Technical Contact</b>		
<b>Technical Contact</b>	<b>Technical Contact Phone</b>	<b>Technical Contact Email Address</b>

<b>Voice Service Order Information</b> 855 W Base Line Rd FIBER Rialto CA 92376		
<b>Current LEC</b>	<b>LEC BTN</b>	<b>Porting Required</b>
ATT	9098751804	Yes

**Trunk Service Order Information For 855 W Base Line Rd FIBER Rialto CA 92376**

Current LEC	Current IXC	LEC BTN(S)	E-911 Location 1	E-911 Location 2	E-911 Location 3
ATT		9098751804			

**Fiber Internet and Ethernet Service Order Information For 855 W Base Line Rd FIBER Rialto CA 92376**

Site Name	Address Location	Location Type	Bandwidth
	855 W Base Line Rd Rialto, CA 92376		

**Fiber Internet and Ethernet Service Order Information For 3010 N Cedar Ave Fiber Rialto CA 92377**

Site Name	Address Location	Location Type	Bandwidth
	3010 N Cedar Ave Rialto, CA 92377		

**New and Revised Services and Monthly Charges At 855 W Base Line Rd Unit FIBER, Rialto CA 92376**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
13 Static IP	1	\$50.00	\$50.00	36 Months
5,000 Minutes	2	\$0.00	\$0.00	36 Months
DID Block 100 Numbers	2	\$0.00	\$0.00	36 Months
Enterprise Trunking 23	2	\$345.00	\$690.00	36 Months
Fiber Internet 200Mbps	1	\$1,199.00	\$1,199.00	36 Months
<b>*Total</b>			<b>\$1,939.00</b>	

\*Prices do not include taxes and fees.

**New and Revised Services and Monthly Charges At 3010 N Cedar Ave Unit Fiber, Rialto CA 92377**

Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$0.00	\$0.00	36 Months
Fiber Internet 50Mbps	1	\$649.00	\$649.00	36 Months
<b>*Total</b>			<b>\$649.00</b>	

\*Prices do not include taxes and fees.

**One Time fees At 3010 N Cedar Ave Unit Fiber, Rialto CA 92377**

Description	Quantity	Sales Price	Total
BCF Fiber Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$250.00</b>

\*Prices do not include taxes and fees.



One Time fees At 855 W Base Line Rd Unit FIBER, Rialto CA 92376			
Description	Quantity	Sales Price	Total
BC PRI INSTALL	1	\$250.00	\$250.00
BCF Fiber Install	1	\$250.00	\$250.00
<b>Total</b>			<b>\$500.00</b>

\*Prices do not include taxes and fees.



**Special Terms**

[Empty rectangular box for Special Terms]

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

\_\_\_\_\_  
**Authorized Signature for Customer**

\_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date Signed**







## SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Alexandra Higgins  Telephone: (760) 641-8599  Email: alexandra.higgins@charter.com

Customer Information				
Customer Name (Exact Legal Name): WEST VALLEY WATER DISTRICT			Main Tel. No.:	
Billing Address: 855 W BASE LINE RD	Suite:	City: RIALTO	State: CA	Zip Code: 92376
Billing Contact Name: Albert Clinger	Tel.No.: 9098751804		E-mail: aclinger@wwwd.org	
Authorized Contact Name: Albert Clinger	Tel.No.: 9098751804		E-mail: aclinger@wwwd.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

**Customer:** WEST VALLEY WATER DISTRICT

**By:**

**Name (printed):** Clarence Mansell, Jr.

**Title:** General Manager

**Date:**



## Spectrum™ Business Voice Service E911 Acknowledgment

**Customer Name:** WEST VALLEY WATER DISTRICT

**Billing Address:** 855 W BASE LINE RD RIALTO CA 92376

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice service.<sup>1</sup>

**Spectrum Business Voice service customer premise equipment (“CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.**

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business Voice service CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business Voice service CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice service is installed.

By signing my name below, I acknowledge that I have received and understand this Acknowledgement and agree to the obligations described above.

<hr/>	
(Authorized Customer Signature)	(Date Signed)
Clarence Mansell, Jr.	General Manager
<hr/>	<hr/>
(Printed Name)	(Title)

<sup>1</sup> “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

## Spectrum™ Business Voice and Trunk Services E911 Acknowledgment

**Customer Name:** WEST VALLEY WATER DISTRICT

**Billing Address:** 855 W BASE LINE RD RIALTO CA 92376

Please confirm that you understand this important information regarding E911 access and Spectrum Business Voice and Trunk Service.<sup>1</sup>

**The customer premises equipment (“CPE”) used for Spectrum Business Voice and Trunk Service (“Spectrum Business CPE”) is electrically powered and, in the event of a power outage or Spectrum network failure, E911 services may be unavailable.**

When you dial 911, your service address is automatically provided to an emergency services provider. Spectrum Business CPE must not be moved to a new service address without first contacting Spectrum to identify your new service location. If you move the Spectrum Business CPE to a new service address without authorization and dial 911, you will need to provide your address to the 911 operator or your call may be misdirected to the wrong location or wrong emergency provider.

During the first 72 hours after initiating service or advising us of an address change, if you dial 911, you must provide your new service address to the emergency operator. This is necessary to ensure emergency services are dispatched to your new service address because the emergency operator may not have the new service address in their records. In some locations, depending on the equipment used by local governments to provide 911 service, you will always need to convey the 911 service location information to the emergency operator.

You agree to specifically advise each end user of Spectrum Business Voice and Trunk Service, prominently and using the highlighted language provided above, of the circumstances under which E911 service may not be available through Spectrum Business Voice and Trunk Service. You also agree to distribute E911 Safety Stickers, as supplied by Spectrum, to all end users of the Spectrum Business Voice and Trunk Service and instruct each end user to place an E911 Safety Sticker on or near any telephone or other voice-enabled equipment used in conjunction with the service.

You must ensure that all alarm, security, medical and/or other monitoring systems and services are tested to validate proper operation after Spectrum Business Voice and Trunk Service is installed. You will not activate Custom Caller ID for Trunks unless the customer-defined telephone number is active and assigned to you and you employ a customer premises equipment solution that ensures that outbound emergency/911 calls are routed to an

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<sup>1</sup> “Spectrum” refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law.

By signing my name below, I acknowledge that the Customer has received and understands this Notice and Acknowledgement and agrees to the obligations described above.

---

(Authorized Customer Signature)

(Date Signed)

Clarence Mansell, Jr.

General Manager

---

(Printed Name)

(Title)



### Spectrum Business Voice and Trunk Service Letter of Authorization

**CUSTOMER NAME:** WEST VALLEY WATER DISTRICT

**BILLING ADDRESS:** 855 W BASE LINE RD RIALTO CA 92376

I want to change my service provider. By checking the boxes below, I designate Spectrum<sup>1</sup> to become my new voice service provider in place of my current provider(s) for the telephone number(s) listed on the attached Service Order.

I want to change my Local Service Provider. By checking here and signing below, I authorize Spectrum to become my Local Service Provider in place of my current Local Service Provider for the telephone number(s) listed on the attached Service Order.

I want to change my intraLATA (Local Toll) Service Provider. By checking here and signing below, I authorize Spectrum to become my intraLATA Service Provider in place of my current intraLATA Service Provider for the telephone number(s) listed on the attached Service Order.

I want to change my interLATA (Long Distance) Service Provider. By checking here and signing below, I authorize Spectrum to become my interLATA Service Provider in place of my current interLATA Service Provider for the telephone number(s) listed on the attached Service Order. I understand that this authorization also designates Spectrum as my International Service Provider (does not apply in Hawaii),

**Hawaii Customers Only:**

I want to change my International Service Provider. By checking here and signing below, I authorize Spectrum to become my International Service Provider in place of my current International Service Provider for the telephone number(s) listed on the attached Service Order.

I understand that I may choose only one Local, one intraLATA (Local Toll), one interLATA (Long Distance) and one International carrier for each telephone number on the attached Service Order. I confirm that Spectrum may notify my current Telephone Service Provider(s) of my request for Spectrum to become my new Service Provider and to obtain my customer account records from my current Telephone Service Provider(s).

I understand that I will not be charged a fee by Spectrum to change my service provider.

I am at least 18 years of age and I am authorized to change the service providers for the telephone numbers listed on the attached Service Order

**MY SIGNATURE ON THIS LETTER OF AUTHORIZATION DESIGNATES SPECTRUM TO ACT AS MY AGENT FOR PURPOSES OF THE PREFERRED CARRIER CHANGES DESIGNATED ABOVE AND AUTHORIZES SPECTRUM TO BECOME MY LOCAL, INTRALATA (LOCAL TOLL), INTERLATA (LONG DISTANCE), AND INTERNATIONAL TELEPHONE SERVICE PROVIDER.**

(Authorized Customer Signature)	(Date Signed)
Clarence Mansell, Jr.	General Manager
(Printed Name)	(Title)

Note: To complete your order, you must confirm your service provider selection by checking the boxes next to each statement. Should you have any questions, please call your Spectrum account representative.

<sup>1</sup> "Spectrum" refers to Charter Communications Operating, LLC and its subsidiaries providing you the Services.

## Spectrum Enterprise Fiber Internet Access Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Fiber Internet Access (“FIA”) fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured from Customer’s Service Location to the location where Spectrum Enterprise has local access to the Internet (the Spectrum Enterprise “Point of Presence” or “POP”) at the individual circuit or service level, and any applicable credits are issued only for the affected FIA circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

### I. SLA Targets for FIA Services:

Service Availability	Mean Time To Restore (“MTTR”)	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
End to End: 99.99%	Priority 1 Outages within 4 hours	45ms	<2ms	<0.1%

### II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to: (i) transmit and receive network traffic on Customer’s dedicated access port at the Spectrum Enterprise network hub; or (ii) exchange network traffic with another Spectrum Enterprise network hub. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame Loss.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s Service Location, if necessary, (iv) service issues arising from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	Each a "Priority 1 Outage": <ul style="list-style-type: none"> <li>• Service Disruption resulting in a total loss of Service; or</li> <li>• Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>• A service problem that does not impact the Service; or</li> <li>• A single non-circuit specific quality of Service inquiry.</li> </ul>

### III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the FIA Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

### IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore an FIA Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the FIA Service.

MTTR per calendar month is calculated as follows:

Cumulative length of time to restore Priority 1 Outage(s) per FIA Service
Total number of Priority 1 Outage trouble tickets per FIA Service

### V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a consistent average monthly performance level for frame delay for each FIA Service. The roundtrip delay is expressed in milliseconds (ms).



Latency is calculated as follows:

$$\frac{\text{Latency/Frame Delay} = \text{Sum of the roundtrip delay measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

#### VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

$$\text{Packet Loss / Frame Loss (\%)} = 100 (\%) - \frac{\text{Frames Received (\%)}}{\text{Total \# of measurements for an FIA Service}}$$

#### VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation is calculated as follows:

$$\text{Jitter / Frame Delay Variation} = \frac{\text{Sum of the Frame Delay Variation measurements for an FIA Service}}{\text{Total \# of measurements for an FIA Service}}$$

#### VIII. Network Maintenance

##### Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

##### Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

## IX. Remedies

### Service Credits:

If the actual performance of an FIA Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within thirty (30) days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")	Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss / Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%
	> 8 hours	10%		

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

### Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.



# Spectrum Enterprise Trunking Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for SIP Trunking Service and PRI Service (the “Service”).

This SLA is a part of, and is hereby incorporated by reference into, the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum’s own network (“On-Net”) and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or Service level, and any applicable credits are issued only for the affected On-Net circuit or Service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore (“MTTR”)
99.99%	Priority 1 Outages within 4 hours

## II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum’s trouble ticketing system by contacting Customer Care, Spectrum acknowledges receipt of such trouble ticket, Spectrum validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer’s use of the Service is impacted.

“Excluded Disruption” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum classifies Service problems as follows:

Priority	Criteria
Priority 1	Each a “Priority 1 Outage”: <ul style="list-style-type: none"> <li>• Service Disruption resulting in a total loss of Service; or</li> <li>• Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>• Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>• A service problem that does not impact the Service; or</li> <li>• A single non-circuit or trunk specific quality of Service inquiry.</li> </ul>





### III. Service Availability

“Service Availability” is calculated as a percentage and is the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

### IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month, and is calculated as the cumulative length of time it takes Spectrum to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:	
Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service	_____
Total number of Priority 1 Outage trouble tickets per On-Net Service	

### V. Network Maintenance

#### Maintenance Notice:

Customer understands that, from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

#### Maintenance Windows:

Routine maintenance may be performed Monday – Friday, 12 a.m. – 6 a.m. Local Time.

### VI. Remedies

#### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request a Service Credit equal to the corresponding percentage of monthly Service Charges for the Affected Service as set forth in the table below. Any Service Credit to be applied will be off-set against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Service Credit requests must be submitted to Spectrum within 30 days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) days of receipt thereof.

Service Availability		Mean Time To Restore (“MTTR”)	
Downtime	Service Credit	MTTR	Service Credit
>15 minutes ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
>24 hours	33.3%	≥ 8 hours	33.3%



Customer may request only one SLA Service Credit per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying Service Credits only. Except as set forth below, the Service Credit described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not exceed four (4) months of Customer's applicable monthly Service Charges during any calendar year.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for Service Credits in three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its rights to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum's receipt of such written notice of termination.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** September 3, 2020  
**TO:** Board of Directors  
**FROM:** Clarence Mansell Jr., General Manager  
**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH MANAGEMENT PARTNERS

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**DISCUSSION:**

West Valley Water District's (WVWD) Human Resources & Risk Manager position has been vacant since December 2019. The WVWD Board of Directors appointed an Interim Human Resources & Risk Manager at the January 16, 2020 Board of Directors meeting. The Board recognizes this is a critical position which should be occupied by a full-time District employee as soon as practicable. The WVWD Executive Committee provided direction to publish a request for proposal (RFP) for recruiting services. Listed below are the three firms that responded with proposals. Proposal was evaluated by the Chief Financial Officer, the Executive Committee and was also presented to the Human Resources Committee. Listed below are summaries of each firm.

**1) Management Partners**

- Local Presence – Costa Mesa, California
- Water District Exposure
- No exceptions to requirements to the RFQ
- Founded in 1994
- Guarantee their work
- If the candidate does not work out within a year, they will reopen the search for no additional professional fees, only out of pocket expenses
- Will conduct education, certification, credit and criminal background checks going back five to seven years
- Fee - \$22,000 and expenses not to exceed \$5,000

**2) The Hawkins Company**

- Local Presence – Los Angeles
- Water District Exposure
- No work Guarantee
- Fees - \$30,000
- Expenses not to exceed \$5,000

**3) Karras Consulting**

- Olympia, Washington

- Minimal Water District Exposure
- Human Resources Focus Recruiting
- Client Satisfaction
- If the candidate does not work out within a year, they will reopen the search for no additional professional fees only out of pocket expenses
- Fees – 20% of Salary @ top step (\$165,818 @ 20% = \$37,163.60)
- Expenses not to exceed - \$3,000
- Will conduct education, certification, credit and criminal background checks going back five to seven years
- Will conduct candidate site visits

Staff presented and discussed the agreement to the Human Resources Committee for input. The Human Resources Committee directed staff to present the agreement to the Board for consideration.

**FISCAL IMPACT:**

None. The cost will not to exceed \$27,000 and adequate funding is included in the FY 20-21 Annual Budget.

**STAFF RECOMMENDATION:**

That the Board of Directors approve the agreement with Management Partners for Recruiting Services as outlined above.

Respectfully Submitted,




---

Clarence Mansell Jr, General Manager

CM:pa

**ATTACHMENT(S):**

1. PSA-Management Partners (RNT).8.26.20





# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***Management Partners***

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**AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 3rd day of September, 2020 (“Effective Date”) is by and between West Valley Water District (“District”) and Management Partners (“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) years after the Effective Date.

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

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

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

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

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

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

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

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

**Section 3. Additional Services and Changes in Services**

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

**Section 4. Familiarity with Services and Site.**

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

**Section 5. Compensation and Payment.**

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant as outlined in Exhibit 2 of the Task Order.
- 5.2 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 as outlined in Exhibit 2. 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.

**Section 6. Required Documentation Prior to Performance.**

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

**Section 7. Project Documents.**

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

approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

**Section 8. Consultant's Books and Records.**

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

**Section 9. Status of Consultant.**

- 9.1** Consultant is and will at all times remain a wholly independent contractor and not an officer or employee of District. Consultant has no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise



expressly conferred in writing by District.

- 9.2** The personnel performing the services under this Agreement on behalf of Consultant will at all times be under Consultant's exclusive direction and control. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District, will have control over the conduct of Consultant or any of Consultant's officers, subcontractors or sub-consultants, employees or agents, except as provided in this Agreement. Consultant warrants that it will not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of District.
- 9.3** Neither Consultant, nor any of Consultant's officers, employees or agents, will obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant expressly waives any claim to any such rights or benefits.

**Section 10. Compliance with Applicable Laws.**

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

**Section 11. Conflicts of Interest.**

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

**Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative,

except as may be required by law.

- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered “voluntary” provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys’ fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant’s conduct.
- 12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant’s services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the negligence or intentional acts of District or its Representatives (as solely defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives (“District Indemnitees”) harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, obligations, proceedings, damages, judgments, liens and expenses of whatever nature, including attorneys’ fees and disbursements (collectively, “Claims”) which may be made against the District Indemnitees arising out of or in connection with (a) the retention by District of Consultant’s services; (b) the performance of or failure to perform, the work covered by this Agreement which is caused or occasioned by any act, action, neglect on the part of Consultant, or its Representatives, in the performance of this Agreement and the work to be done under this Agreement; (c)

the death and/or injury to any person or damage to any property (real or personal) and/or economic loss which may be caused or is claimed to have been caused, by the negligence, act or omission of Consultant or its Representatives or its or their property; (d) any violation or alleged violation by Consultant of any law or regulation now or hereafter enacted; and (e) any breach by Consultant of its obligations under this Agreement. The foregoing indemnity shall not apply to the extent any such Claims are ultimately established by a court of competent jurisdiction to have been caused by the negligence or willful misconduct of the District Indemnitees or any of them. District shall make all decisions with respect to its representation in any legal proceeding concerning this section. If Consultant fails to do so, District shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental Claims of such defense, including attorneys' fees and costs, to Consultant and to recover the same from Consultant. The term "Representatives" shall mean employees, representatives, agents, contractors, subcontractors or any other persons directly or indirectly employed by any one of the foregoing or reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

#### **Section 14. Insurance.**

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

#### **Section 15. Assignment.**

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any

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

**Section 16. Termination of Agreement.**

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

**Section 17. Notices.**

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

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

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

To Consultant:                **Management Partners**  
    Jerry Newfarmer, President and CEO  
    Address: 2107 North First Street, Suite 470

San Jose, CA 95131  
 Phone Number: 408-437-5400  
 Email: [jnewfarmer@managementpartners.com](mailto:jnewfarmer@managementpartners.com)

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

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

or

*Mail: West Valley Water District  
 Accounts Payable  
 P.O. Box 2090  
 Rialto, CA 92377*

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

## **Section 18. General Provisions.**

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General

Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.

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

proceed to perform the work as directed by District pending settlement of the dispute.

**18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.

**18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.

**18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

**DISTRICT:**

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

By \_\_\_\_\_  
Channing Hawkins, President of the Board


By \_\_\_\_\_  
Clarence C. Mansell, Jr., General Manager

By \_\_\_\_\_  
Peggy Asche, Acting Board Secretary

**APPROVED AS TO FORM:**



**TAFUYA LAW GROUP, APC**

By  \_\_\_\_\_  
Robert Tafoya, General Counsel

**CONSULTANT:**

**Management Partners**

By  \_\_\_\_\_

Name Jerry Newfarmer

Its President and CEO

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

**TASK ORDER NO.   1**

This Task Order (“Task Order”) is executed this   3<sup>rd</sup>   day of   September  , 2020 by and between West Valley Water District, a public agency of the State of California (“District”) and   Management Partners   (“Consultant”).

**RECITALS**

- A. On or about   September 3  , 2020 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**


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

**DISTRICT:**

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

\_\_\_\_\_  
Channing Hawkins, President of the Board

\_\_\_\_\_  
Clarence C. Mansell Jr., General Manager

  
\_\_\_\_\_  
Robert Tafoya, General Counsel

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

**CONSULTANT:**

**Management Partners**

By  \_\_\_\_\_

Name Jerry Newfarmer

Its President and CEO

**EXHIBIT “1”**

**TO**

**TASK ORDER NO.   1**

**SCOPE OF SERVICES**

**This assignment will follow our well-defined six-step process:**

Steps 1, 2 and 3 as listed below outline the organizational assessment and outreach efforts that we will employ in conducting Human Resources and Risk Manager recruitment for the WVWD.

**PHASE 1 RECRUITMENT PLAN:** *This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing written recruitment work plan, assigned tasks and search timeline.*

**1. DEVELOP A THOROUGH UNDERSTANDING OF THE DISTRICT**

This involves meeting via video conference with the Executive Committee of the District’s Board of Directors (“Board”) and the General Manager, and staff to ascertain its mission, personality, and philosophy. During this phase, Management Partners will review the organizational structure and culture of the District as well as the official and unofficial lines of authority and responsibility. The organization's future plans and programs, perceived strengths and weaknesses, and the political climate will be discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the District and *Management Partners*.

**2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION**

In discussions with key stakeholders, personal and professional attributes for the position will be established. We will review the current job description and provide recommendations for changes as well as use any additional materials as appropriate and develop a recruitment profile that includes a clear description of the recruitment criteria, which will serve as a profile for the ideal candidate. This profile will be prepared by *Management Partners* from information provided by officials who have key relationships with the position to be filled. It is imperative that this position profile consists of realistic requirements and experience levels, because it is the standard against which potential candidates are recruited and evaluated. We will work with the District to develop an

outreach strategy (advertisements, postings, and other outreach) to ensure that the opening is well publicized and that interested individuals are able to apply. We will finalize the recruitment approach, work plan and timeline.

**PHASE 2 CANDIDATE DEVELOPMENT:** *This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates. Once the candidate pool is established, we conduct preliminary screenings and prepare a comprehensive candidate recruitment report.*

### **3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES**

Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *Management Partners* will work closely with the District in developing the search strategy.

During this phase, the objective is to accumulate a strong pool of candidates. *Management Partners* will use various candidate solicitation methods, including direct sourcing based upon industry research that includes social media, internet searches, contacts with key professional leaders in the field, peer to peer referrals, and contacts with appropriate professional associations. We will also solicit candidate recommendations from the District.

### **4. CANDIDATE RECRUITMENT AND SCREENING**

In addition to the formal advertising and direct outreach, *Management Partners* uses our extensive network of local government professionals to locate candidates who meet the position specifications and have established patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above methods, are actively recruited to become candidates, and/or solicited as referral sources. We review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, are evaluated using a candidate rating system which is based on the job requirements for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration.

**PHASE 3 CANDIDATE PRESENTATION:** *Candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of the selection process and search closing activities.*

## **5. EVALUATION AND PRESENTATION OF FINAL CANDIDATES**

During this phase, the top candidates are presented to the client and selected for additional consideration. *Management Partners*, conducts preliminary interviews using video conferencing to develop a comprehensive understanding of each potential final candidate's strengths and limitations, and to determine their overall suitability as a member of the client's management team. The goal is to formulate a comprehensive understanding of their background, i.e., qualifications, accomplishments, experience, ability to meet special needs of the position and their interest in being considered.

*Management Partners* will review the top candidates with the District to determine who will advance in the process. We will work closely with the District to prepare for and facilitate the formal interview process. Suggested interview questions and rating forms are provided.

In addition, we conduct references on each candidate of the top candidates. We do not merely rely on the candidate's references, but we seek independent references based on our review of their credentials and our independent knowledge of the position and profession. We also conduct thorough internet searches and background investigations. Degrees are verified and certifications are checked.

While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment.

## **6. CANDIDATE AND CLIENT FOLLOW-UP**

After the executive is hired, *Management Partners* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement. In addition, we periodically communicate with the hired executive to identify any areas of concern and to ensure a lasting relationship.

*Throughout the search process, Management Partners maintains a close Client-Consultant working relationship which includes periodic status reports. Our firm operates under Equal Opportunity Employment, Affirmative Action and ADA guidelines in conducting executive search assignment.*

**EXHIBIT “2”**

**TO**

**TASK ORDER NO.   1**

**COMPENSATION**

Our fee is for conducting Human Resources and Risk Manager recruitment is \$22,000, plus expenses, not to exceed \$5,000. We are reimbursed for expenses which include

- Ad postings, as authorized by the District
- Travel expenses for out of town candidates participating in in-person interviews

**COMPENSATION**

We will bill at satisfactory deliverables as indicated in each phase below:

**PHASE 1 RECRUITMENT PLAN:** This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing written recruitment work plan, assigned tasks and search timeline. **Deliverable: Final timeline and brochure text. First installment due and payable by ACH within thirty (30) business days.**

**PHASE 2 CANDIDATE DEVELOPMENT:** This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates for our clients. Once the candidate pool is established, we conduct preliminary screenings and prepare a candidate recruitment report. Assist client in selection of candidates invited for interviews. **Deliverable: Recruitment report. Second installment due and payable by ACH within thirty (30) business days.**

**PHASE 3 CANDIDATE PRESENTATION:** Coordination of candidate interview processes to include the preparation of all interview handbook materials; scheduling first round and final round of interviews; completing background investigations and verifications on final candidates; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of selection process and search closing activities. **Deliverable: Completion of first round of interviews and selection of final candidates. Third installment due and payable by ACH within thirty (30) business days.**

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only.



**EXHIBIT “3”**  
**TO**  
**TASK ORDER NO.   1**

**SCHEDULE**

**Search Timeline**

*Overview of Proposed Tasks and Timeline*

	<b>Proposed Tasks</b>	<b>Proposed Timeline</b>
<b>T</b> 1.	Initial meeting with client representatives.	<b>Week 1 TBD</b>
2.	Meet with the Executive Committee of the District’s Board of Directors (“Board”) and the General Manager to discuss core competencies, recruitment parameters, and develop search strategy. Interview other key stakeholders as identified by the client.	<b>Week 1 TBD</b>
3.	Present work plan including detailed timeline. Finalize recruitment profile/brochure and place advertisements.	<b>Week 2 TBD</b>
4.	Candidate recruitment (6 weeks).	<b>Week 3 to Week 8 TBD</b>
5.	Candidate evaluations by search consultants.	<b>Week 9 TBD</b>
6.	Presentation of Recruitment Report to client to include top (6-10) candidates for consideration for on-site interviews. the Executive Committee of the District’s Board of Directors (“Board”) and the General Manager selects top 4-6 candidates for interviews.	<b>Week 10 TBD</b>
7.	Semifinal candidates participate in selection process. Final candidates selected.	<b>Week 11 TBD</b>
8.	Finalists interviews.	<b>Week 12 TBD</b>
9.	The Executive Committee of the District’s Board of Directors (“Board”) and the General Manager select each Human Resources and Risk Manager.	<b>TBD</b>

*Adjustments May Be Made To This Timeline As Needed.*

**EXHIBIT "4"**  
**TO**  
**TASK ORDER NO. 1**

**KEY PERSONNEL**

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

Greg Larson

Nancy Hetrick

**EXHIBIT B**  
**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.