

WEST VALLEY WATER DISTRICT
855 W. Base Line Road, Rialto, CA 92376
PH: (909) 875-1804 FAX: (909) 875-1849

NOTICE OF CALL OF
AND AGENDA FOR
SPECIAL MEETING
(Government Code § 54956(a))

PLEASE TAKE NOTICE that the President of Directors of the West Valley Water District has called a Special Meeting of the Board of Directors for

THURSDAY, OCTOBER 14, 2021
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

BOARD OF DIRECTORS

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

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

Teleconference Notice: In an effort to prevent the spread of COVID-19 (Coronavirus), and in accordance with the Governor's Executive Order N-29-20 and the order of the County of San Bernardino dated March 17, 2020, there will be no public location for attending this Special 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: 840-293-7790 or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may also be submitted via email to the Board Secretary, Peggy Asche at peggy@wvwd.org. The webinar will also be available for public viewing by visiting www.wvwd.org. If you require additional assistance, please contact peggy@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 the Board Secretary, Peggy Asche at peggy@wvwd.org or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790> or telephone by calling the following number and access code: (888) 475-4499, Access Code: 8402937790. 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.

PRESENTATION

- IE Works – Intern Program Certificates
- Rialto Unified School District – Harbor Freight Fellowship
- Welcome Two New Employees
- Redistricting Overview Process for Transparency and Inclusion

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. September 2, 2021 – Regular Board Meeting Minutes. **(Page No. 6)**
2. September 16, 2021 – Regular Board Meeting Minutes. **(Page No. 9)**
3. September 23, 2021 – Special Board Meeting Minutes. **(Page No. 16)**
4. Adopt Resolution No. 2021-25, Proclaiming a Local Emergency, Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom on March 4, 2020, and Authorizing Remote Teleconference Meetings of the Legislative Bodies of West Valley Water District for the Period October 14, 2021, through November 14, 2021, Pursuant to Brown Act Provisions. **(Page No. 19)**
5. Adopt Resolution No. 2021-26, to Support First Vice President Cathy Green as a Candidate for the Office of ACWA Vice President. **(Page No. 24)**
6. Adopt Resolution No. 2021-27, to Support Pam Tobin for President of ACWA. **(Page No. 31)**
7. Rejection of Claims - Staff Recommends that the Board Reject the Following Claim(s) and Direct Staff to Send Appropriate Notice of Rejection to Claimant(s): Aurora Ximora Rodriguez vs West Valley Water District, Claim No. 21-0689; Kaylin Patrise Agreda vs

- West Valley Water District, Claim No. 21-0689; and Guadalupe Rodriguez vs West Valley Water District, Claim No. 21-0689. **(Page No. 43)**
8. Approval of Invoice with Caliper Corporation for Online Mapping Software. **(Page No. 51)**
 9. Approval of Agreement with Lucien Partners for Redistricting Services. **(Page No. 54)**
 10. Approval of Fleet Policy. **(Page No. 85)**
 11. Ratify Expenditures for Treatment Sludge Disposal. **(Page No. 95)**
 12. Approval of Payment to Hunt Ortmann Palffy Nieves, for Professional Services rendered in August 2021, Invoice No. 89593; \$8,837.50. **(Page 102)**
 13. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in August 2021, Davis v. WVWD, Invoice No. 745208; \$992.50. **(Page No. 103)**
 14. Approval of Payment to Ivie McNeill Wyatt Purcell & Diggs, for Professional Services rendered in August 2021, Romero v. WVWD, Invoice No. 745209; \$5,715.87. **(Page No. 104)**
 15. Approval of Payment to Law Offices of Julia Sylva, for Professional Services rendered in September 2021, Invoice No. 21-03; \$2,168.00. **(Page No. 105)**

BUSINESS MATTERS

Consideration of:

16. Recommendation for Location of Strategic Planning and Goal Settings. **(Page No. 106)**

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

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

UPCOMING MEETINGS

1. October 18, 2021 - West Valley Water District Special External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
2. October 19, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
3. October 21, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.

4. October 26, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.
5. November 2, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
6. November 4, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
7. November 8, 2021 - West Valley Water District Human Resources Committee Meeting at 6:00 p.m., at District Headquarters.
8. November 9, 2021 – West Valley Water District Safety & Technology Committee Meeting at 6:00 p.m., at District Headquarters.
9. November 10, 2021 - West Valley Water District Finance Committee Meeting at 1:00 p.m., at District Headquarters.
10. November 10, 2021 - West Valley Water District Engineering, Operations & Planning Committee at 6:00 p.m., at District Headquarters.
11. November 11, 2021 – West Valley Water District will be **CLOSED** in Observance of Veterans Day.
12. November __, 2021 – **TBD** - West Valley Water District External Affairs Committee Meeting at 6:00 p.m., at District Headquarters.
13. November 16, 2021 – San Bernardino Valley Municipal Water District Regular Board Meeting at 2:00 p.m., 380 E. Vanderbilt Way, San Bernardino, CA 92408.
14. November 18, 2021 – West Valley Water District Regular Board of Directors Meeting at 6:45 p.m. (6:00 p.m. Closed Session), at District Headquarters.
15. November 23, 2021 - West Valley Water District Policy Review & Oversight Committee Meeting at 6:00 p.m., at District Headquarters.

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

1. November 30 – December 2, 2021 – ACWA Fall Conference.

CLOSED SESSION

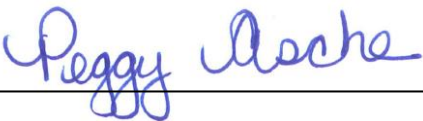
- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Seven (7).
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – San Bernardino County vs. West Valley Water District et al. Case No. CIV SB 2113136.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Diana Gunn. vs West Valley Water District, Case No. CIVSB2117195.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Naisha Davis v. West Valley Water District et al. Case No. 20STCV0323.

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 October 12, 2021.



Peggy Asche, Board Secretary

Please Note:

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

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

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
September 2, 2021

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance - Led by
- Opening Prayer - Led by Pastor Banks, Loveland Church
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

Director Dr. Michael Taylor motioned to adopt the agenda as presented and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

WVWD

Minutes: 9/2/21

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

PUBLIC PARTICIPATION

Peggy Asche, Board Secretary, stated that no requests were received to speak via email. Director Dr. Michael Taylor inquired if anyone from the public would like to speak. There were no requests.

CONSENT CALENDAR

Director Greg Young motioned to adopt the agenda as presented and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

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

1. **AUGUST 5, 2021 - REGULAR BOARD MEETING MINUTES.**
2. **ADOPT RESOLUTION NO. 2021-21, ADOPTING THE 2021 HAZARD MITIGATION PLAN.**
3. **LETTER OF SUPPORT TO REPRESENTATIVE NORMA TORRES FOR SPONSORING THE H.R. 3470, MYLES EDWARD SCOTT ACT (NITROUS OXIDE BILL).**
4. **APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN JULY 2021, INVOICE NO. 744987; \$16,311.45.**
5. **APPROVAL OF PAYMENT TO LIEBERT CASSIDY WHITMORE, FOR PROFESSIONAL SERVICE RENDERED IN FEBRUARY 2021, INVOICE NO. 1516633; \$11,449.00.**
6. **APPROVAL OF PAYMENT TO LIEBERT CASSIDY WHITMORE, FOR PROFESSIONAL SERVICE RENDERED IN MARCH 2021, INVOICE NO. 1518522; \$639.00.**
7. **APPROVAL OF PAYMENT TO HUNT ORTMANN PALFFY NIEVES DARLING & MAH, INC. FOR PROFESSIONAL SERVICES RENDERED IN JULY 2021, INVOICE NO. 89241; \$11,607.00.**

WVWD

Minutes: 9/2/21

BUSINESS MATTERS

None

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

1. Board Members

- Director Greg Young congratulated President Hawkins and his lovely wife in welcoming a new baby into their family's life.
- Vice President Kyle Crowther echoed Director Young's words and wished all a safe Labor Day weekend with family.
- Director Dr. Michael Taylor also congratulated President Hawkins and his wife.

2. General Manager

- Mr. Shamindra Manbahal thanked field staff and stated that last Wednesday they attended to a fire in the Lytle Creek area and did an exceptional job protecting district property as well as rate payers' property and even assisted in relocating animals. Special thanks for going the extra mile to: Joe Schaack, Paul Andrews, Cedric Johnson, John Gouin, and Cody Ludwig. Also, thanks to Van Jew and Joanne Chan who led the efforts.

3. Legal Counsel

- Mr. Robert Tafoya reported out of Closed Session stating that no final action was taken.

CLOSED SESSION

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

ADJOURN

There being no further business, the meeting adjourned at 6:25 p.m.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 9/2/21

MINUTES
REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
September 16, 2021

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young (Arrived 6:34 p.m.)	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Maisha Mesa	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance – Led by Director Dr. Michael Taylor
- Opening Prayer – Pastor Jackson, Loveland Church
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

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

WVWD

Minutes: 9/16/21

RESULT:	ADOPTED [4 TO 0]
MOVER:	Michael Taylor, Director
SECONDER:	Gregory Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young
NAYS:	None
AWAY:	Clifford Young

PUBLIC PARTICIPATION

Peggy Asche, Board Secretary, stated that no requests were received to speak via email. President Channing Hawkins inquired if anyone from the public would like to speak. Mr. Jimmy Elrod, Special Representative at Southwest Regional Council of Carpenters addressed the Board regarding Consent Item No. 3.

PRESENTATION

- **GFOA’S Certificate of Achievement for Excellence in Financial Reporting Fiscal Year Ended 2019-20.**

Mr. Shamindra Manbahal announced that the district received the GFOA Certificate of Achievement for Excellence in Financial Reporting for the tenth consecutive row. Mr. Manbahal expressed how proud he is of the Finance Team and the Board members for their leadership to receive this distinguished certificate. The Board members congratulated the Finance Team and stated they appreciate their hard work.

CONSENT CALENDAR

Director Greg Young stated that he would like to pull Item No. 20 for a separate vote. Director Dr. Michael Taylor motioned to adopt items 1 through 19 and pull item No. 20 for separate consideration. Director Greg Young second the motion and there was no discussion. The following vote was taken:

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Gregory Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Gregory Young, Clifford Young
NAYS:	None

1. **AUGUST 19, 2021 - REGULAR BOARD MEETING MINUTES.**
2. **APPROVAL OF MONTHLY FINANCIAL REPORTS FOR AUGUST 2021 (PO, TREASURER, CASH DISBURSEMENT, REVENUES & EXPENDITURES).**
3. **APPROVAL OF COMMUNITY WORKFORCE AGREEMENT.**
4. **ADOPT RESOLUTION NO. 2021-23, ADOPTING SIDE LETTER TO THE COMPREHENSIVE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN**

WVWD

Minutes: 9/16/21

WEST VALLEY WATER DISTRICT AND THE INTERNATIONAL UNION OF OPERATING ENGINEERS, (IUOE), LOCAL 12, WHICH SETS FORTH ALL WAGES, HOURS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

5. ADOPT RESOLUTION NO. 2021-24, ESTABLISHING THE SALARY SCHEDULE AND JOB CLASSIFICATION PAY SCHEDULE FOR FISCAL YEAR 2021-22.
6. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHLAND DEVELOPERS, INC FOR MONARCH HILLS TRACT 20010 (LOTS 155-233).
7. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH LANDSEA HOMES FOR MONARCH HILLS (LYTLE CREEK RD. BACKBONE).
8. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH NORTH FONTANA INVESTMENT COMPANY, LLC FOR GARDENS AT THE ARBORETUM OFF-SITE (CYPRESS AVE.).
9. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH NORTH FONTANA INVESTMENT COMPANY LLC FOR GARDENS AT THE ARBORETUM (DUNCAN CANYON RD.).
10. WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH NORTH FONTANA INVESTMENT COMPANY, LLC FOR GARDENS AT THE ARBORETUM (SIERRA AVE.).
11. REIMBURSEMENT AGREEMENT WITH LENNAR HOMES OF CALIFORNIA, INC FOR TRACT 20224 MONTERADO (OFF-SITE CITRUS AVE.).
12. AGREEMENTS WITH MOTIVE ENERGY FOR ENERGY EFFICIENT BATTERY PACKS FOR THREE WEST VALLEY WATER DISTRICT PUMP STATIONS (PS) AND ONE WELL (PS #3A-1, PS #4-1, PS #7-1 & WELL 8A).
13. PURCHASE ORDER FOR WELL NO. 41 PUMP REPLACEMENT WITH GENERAL PUMP COMPANY.
14. RATIFY EXPENDITURES FOR TREATMENT SLUDGE DISPOSAL.
15. APPROVAL OF PAYMENT TO IVIE MCNEILL WYATT PURCELL & DIGGS, FOR PROFESSIONAL SERVICES RENDERED IN JULY 2021, INVOICE NO. 745075; \$4,253.40.
16. APPROVAL OF PAYMENT TO LIEBERT CASSIDY WHITMORE, FOR PROFESSIONAL SERVICES RENDERED IN JULY 2021, INVOICE NO. 203190; \$1,011.50.

WVWD

Minutes: 9/16/21

- 17. **APPROVAL OF PAYMENT TO LIEBERT CASSIDY WHITMORE, FOR PROFESSIONAL SERVICES RENDERED IN AUGUST 2021, INVOICE NO. 203575; \$2,463.50.**
- 18. **APPROVAL OF PAYMENT TO LIEBERT CASSIDY WHITMORE, FOR PROFESSIONAL SERVICES RENDERED IN JULY 2021, PERSONNEL RULES AUDIT, INVOICE NO. 203191; \$273.00.**
- 19. **APPROVAL OF PAYMENT TO REED & DAVIDSON, LLP, FOR PROFESSIONAL SERVICES RENDERED IN AUGUST 2021, INVOICE NO. 42573; \$3,975.00.**
- 20. **APPROVAL OF PAYMENT TO LAW OFFICES OF JULIA SYLVA, FOR PROFESSIONAL SERVICES RENDERED IN AUGUST 2021, INVOICE NO. 21-02; \$3,364.00.** (Item No. 20 was moved to Business Matters for discussion during the adoption of the Consent Calendar).

BUSINESS MATTERS

- 20. **APPROVAL OF PAYMENT TO LAW OFFICES OF JULIA SYLVA, FOR PROFESSIONAL SERVICES RENDERED IN AUGUST 2021, Invoice No. 21-02; \$3,364.00.** (Moved from Consent Calendar)

Director Dr. Michael Taylor motioned to approve payment to the Law Offices of Julia Sylva and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

RESULT:	APPROVED [4 to 1]
MOVER:	Michael Taylor, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young,
ABSTAIN:	Gregory Young
NAYS:	None

- 21. **ADOPT RESOLUTION 2021-22, INITIAL STUDY/MITIGATED NEGATIVE DECLARATION FOR THE OLIVER P. ROEMER WATER FILTRATION FACILITY EXPANSION PROJECT.**

Director Dr. Michael Taylor motioned to adopt Resolution No. 2021-22 and Vice President Kyle Crowther second the motion. Hearing no discussion, the following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Kyle Crowther, Vice President
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young
NAYS:	None

WVWD

Minutes: 9/16/21

22. LENNAR HOMES REQUEST FOR REDUCTION OF DEVELOPER IMPACT FEES.

Linda Jadeski, Director of Engineering, reported on the lengthy process leading up to the Water Facilities Masterplan that was finally completed. This document was used to provide the information for the development impact fee study/capacity charge study. After the Water Facilities Masterplan was adopted by the Board of Directors, the district contracted with a firm to prepare the report, which started mid last year, and this report was brought to several committees for review as well as the Board of Directors for their consideration. Ms. Jadeski asked if there were any questions. The Board engaged in lengthy discussions. President Hawkins announced that there is public comment from Lennar Homes and apologized for not addressing them during Public Participation period. At this time, Carlos Rodriguez and Geoff Smith from Lennar Homes addressed the Board with their concerns. Director Dr. Michael Taylor stated that he has concerns feeling that a special effort should have been made to the development community. Hearing no further discussion, Director Dr. Michael Taylor motioned to bring this item back to another meeting once it has gone through the Finance Committee to be looked at for a possible exemption; however, there was no second and the motion died. President Channing Hawkins then motioned to deny Lennar Homes request for reducing the developer impact fees and Director Greg Young second the motion. Hearing no further discussion, the following vote below was taken with Director Dr. Michael Taylor voting “No”. Director Greg Young clarified that a “Yes” vote indicates to deny Lennar Homes request.

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

23. REVIEW, DISCUSS AND SELECT REDISTRICTING SERVICES FIRM.

Mr. Naseem Farooqi, Director of Government and Legislative Affairs, reported that Request for Proposals for Redistricting Services were opened for a period of two weeks. The district received five (5) proposals; however, upon review, management and staff recommended three (3) proposals to be considered by the Board. The firms to be considered are as follows: Lucien Partners, Bear Demographics & Research, and GEOinovo Solutions, Inc. The proposers provided a five-minute presentation to the Board. Mr. Farooqi reminded the Board that if there is going to be a June Primary Election, the deadline is December 15, 2021, to certify and approve all district divisions. Therefore, keeping this in mind while selecting a firm, the Board will have to be confident that the firm will be able to deliver within this timeframe as well as have the community outreach approach. Further discussions ensued by the Board. Hearing no further discussions, Director Dr. Michael Taylor motioned to select Lucien Partners as the firm to assist with the redistricting services and Vice President Kyle Crowther second the motion. The following vote was taken:

WVWD

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

24. APPROVAL TO CHANGE THE REGULAR BOARD OF DIRECTORS MEETING DATE FROM OCTOBER 7, 2021, TO OCTOBER 14, 2021.

Director Dr. Michael Taylor motioned to approve changing the Regular Board of Directors meeting date to October 14, 2021, and Director Greg Young second the motion. Hearing no discussion, the following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Taylor, Director
SECONDER:	Gregory Young, Director
AYES:	Channing Hawkins, Michael Taylor, Kyle Crowther, Clifford Young, Gregory Young
NAYS:	None

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

1. Board Members

- Director Greg Young thanked all the participants tonight for their proposals and appreciates their interest. He would like to recommend that staff ensures Lucien Partners spend time with each Board member in receiving their thoughts for redistricting.

2. General Manager

3. Legal Counsel

Mr. Robert Tafoya reported out of Closed Session stating that several items were considered; however, no final actions were made.

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9(b): Number of Cases: Two (2).
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – San Bernardino County v. West Valley Water District et al. Case No. CIV SB 2113136.

WVWD

Minutes: 9/16/21

- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero v. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Government Code Section 54956.9(d)(1) - Young v. West Valley Water District, Superior Court of the State of California, San Bernardino County, Case No. CIVDS 2020934.

ADJOURN

There being no further discussion, the meeting adjourned at 8:17 p.m.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 9/16/21

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

Attendee Name	Present	Excused	Absent
Board of Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Michael Taylor	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther <i>Arrived 6:30 p.m.</i>	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Shamindra Manbahal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Peggy Asche	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/> remote	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

- Pledge of Allegiance – Led by Director Greg Young
- Opening Prayer – Led by Pastor Bratton, Grace Community Baptist Church
- Call to Order
- Roll Call of Board Members

ADOPT AGENDA

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

WVWD

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

PUBLIC PARTICIPATION

Peggy Asche, Board Secretary, stated that no requests were received to speak via email. President Channing Hawkins inquired if anyone from the public would like to speak. There were no requests.

BOARD WORKSHOP

• LEGISLATIVE PLATFORM TO DISCUSS POTENTIAL GRANT FUNDING OPPORTUNITIES FOR WEST VALLEY WATER DISTRICT PROJECTS

Mr. Shamindra Manbahal, General Manager, stated that tonight's meeting is designed to inform the Board and public of projects that Staff has identified that are pertinent to the district and its infrastructure. These projects will help maintain quality drinking water and provide good customer service to our ratepayers. Staff has prepared a list of approximately 20 projects that highlights the needs, which is very appropriate at this time to engage and kick off this legislative workshop as there are several activities available at the State and Federal levels. Mr. Manbahal stated that he is pleased to announce that the district's Federal Lobbyist, Jamie Jones, David Turch and Associates, and the State Lobbyist, Senator Richard Polanco are joining us tonight to provide an in-depth analysis as to how the district can achieve some of the fundings for the district's projects listed. At this time, Mr. Van Jew, Assistant General Manager Operations & Engineering, reiterated what Mr. Manbahal had stated, and that a list has been prepared for projects needed in the district. Mr. Jew reported that this list is grouped by priorities; however, he will only introduce the priority "one" projects and two new "TBD" projects tonight. Mr. Jew went on to discuss the following projects: Oliver P. Roemer Water Filtration Facility Expansion, SCADA Upgrades, Bloomington Alleyway Main Replacement (Phase 3C), Emergency Generator for the Oliver P. Roemer Water Filtration Facility, Groundwater Replenishment Basin, Water Use Efficiency Education and Water Conservation, Green Fleet (electric vehicles) and Bloomington Septic to Sewer. Director Greg Young thanked Staff for the list and the work that was put into it. Director Greg Young stated that he would like to see the potential for the Bloomington Septic to Sewer project move forward but understands that it may not be feasible. President Hawkins stated possibly staff can study this idea and provide a staff report to see if it would be feasible. President Hawkins mentioned that he would like to enhance the visual aesthetics in front of the Oliver P. Roemer Water Filtration Facility. Linda Jadeski, Director of Engineering, reported that a landscape architect has previously looked at this area and plans are to install curbs, gutters and new landscaping. There has also been a brief meeting with City of Rialto to discuss enhancing that area. President Hawkins would like to also consider a small area in the north end of Rialto that are on septic tanks to possibly convert to sewer. Mr. Van Jew stated that the district can start the process to meet with the local agencies to investigate the possibility of a sewer system. Discussion ensued with the Board. Senator Richard Polanco,

WVWD

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State Lobbyist, provided a brief update on Bills monitored and the status of them. Senator Polanco mentioned that the budget reflects a total spending plan of \$262.6 billion, of which \$196.4 billion is from the General Fund, and total General Fund reserves equaling a record \$25.2 billion. For water, the following are budget highlights: Immediate Drought Support, Drinking Water, Wastewater, and Water Supply Reliability, Flood Management, Restoration of Natural Areas and Ecosystems, Groundwater Sustainability and Water Conveyance. The Board thanked Senator Polanco for providing the information tonight. Mr. Jamie Jones, Federal Lobbyist, updated the Board on Fiscal Year 2022 Appropriations Accounts and Funded Projects and Community Funding Requests. The new fiscal year starts October 1, 2021. Mr. Jones stated that he is aware that the district has requested project fundings (Aguilar, Feinstein and Padilla) for \$500,000 for an Emergency Supervisory Control and Data Acquisition (SCADA) System and Infrastructure Upgrade. Also, submitted \$550,000 to acquire two emergency generators to help better manage SCE power shutoffs and \$600,000 for a new well in north Fontana. Mr. Jones recommended for the next cycle to provide tours of these facilities. He is pleased to hear that Congresswoman Norma Torres submitted \$2,000,000 for the Bloomington Alleyway Pipeline Project. Mr. Jones advocated to the Board that they visit Washington D.C. on a regular basis. Director Greg Young thanked him for coming to the Workshop tonight and his hard work. Director Dr. Michael Taylor thanked him for his presentation tonight and Senator Richard Polanco. President Hawkins thanked Mr. Jones for what he has done and the impact on our region.

President Hawkins announced that Mr. Naseem Farooqi was not able to be here tonight due to the recent passing of his mother-in-law. His thoughts and prayers are with the family, and he would like to adjourn the meeting tonight in honor of her.

ADJOURN

There being no further discussion, the meeting was adjourned at 7:35 p.m. in memory of Naseem Farooqi's mother-in-law.

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

ATTEST:

Peggy Asche, Board Secretary

WVWD

Minutes: 9/23/21



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: **ADOPT RESOLUTION NO. 2021-25 - PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE LEGISLATIVE BODIES OF WEST VALLEY WATER DISTRICT FOR THE PERIOD OF OCTOBER 14, 2021, THROUGH NOVEMBER 14, 2021, PURSUANT TO BROWN ACT PROVISIONS.**

BACKGROUND:

On March 17, 2020, due to the COVID-19 global pandemic emergency, Governor Newsom issued Executive Order N-29-20, which allowed local agencies to hold meetings via teleconferences and to make meetings accessible electronically without violating the open meetings laws in the Brown Act by relaxing the teleconferencing rules.

On June 11, 2021, Governor Newsom issued Executive Order N-08-21, which replaced the text in Executive Order N-20-20. Executive Order N-08-21 stated the relaxed Brown Act provisions shall apply through September 30, 2021.

The recently signed Assembly Bill No. 361 provides additional flexibility for local agencies looking to meet remotely in order to continue providing the public with essential services during a proclaimed state of emergency. The goal of Assembly Bill No. 361 is “to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.”

Assembly Bill No. 361 allows a local agency to use teleconferencing without complying with certain Brown Act provisions in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has

determined, by majority vote that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Assembly Bill No. 361 will be in effect on October 1, 2021. A local agency is authorized to use teleconferencing without complying with the teleconferencing requirements in the Brown Act when meetings are held during a declared state of emergency until January 1, 2024. In order to do so, the local agency must adopt a Resolution making the following findings by majority vote:

1. The legislative body has considered the circumstances of the state of emergency; and
2. Any of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - b. State or local officials continue to impose or recommend measures to promote social distancing.
 - c. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter in order to continue to meet under these abbreviated teleconferencing procedures.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution No. 2021-25 authorizing remote teleconference of the legislative bodies of West Valley Water District for the period October 1, 2021, through October 30, 2021.

Attachment

Resolution No. 2021-25

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. Resolutin No. 2021-25 -V2

RESOLUTION NO. 2021-25
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALLEY WATER DISTRICT
PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION
OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM ON
MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS
OF THE LEGISLATIVE BODIES OF WEST VALLEY WATER DISTRICT FOR THE
PERIOD OCTOBER 1, 2021, THROUGH OCTOBER 30, 2021,
PURSUANT TO BROWN ACT PROVISIONS

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

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

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

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

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

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

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

WHEREAS, the San Bernardino County Department of Health has recommended measures to promote social distancing; and

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

WHEREAS, the Board of Directors does hereby find that the current state of emergency with respect to COVID-19, local official recommendations to promote social distancing, and conditions causing imminent risk to the health and safety of attendees have caused, and will

continue to cause, conditions of peril to the safety of persons with the district that are likely to be beyond the control of services, personnel, equipment, and facilities of the district, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

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

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

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

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the district and declares that meeting in person would not comply with local official recommendations to promote social distancing and would present imminent risk to the health and safety of attendees.

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

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

Section 5. Effective Date of Resolution. This Resolution shall take effect on October 14, 2021, and shall be effective until the earlier of (a) November 14, 2021, or (b) such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the West Valley Water District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

ADOPTED, this _____ day of _____, 2021.

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

Peggy Asche
Board Secretary



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: ADOPT RESOLUTION NO. 2021-26, TO SUPPORT ORANGE COUNTY WATER DISTRICT FIRST VICE PRESIDENT CATHY GREEN AS A CANDIDATE FOR THE OFFICE OF ACWA VICE PRESIDENT.

BACKGROUND:

Director Cathy Green is running for Vice President of the Association of California Water Agencies (ACWA). Cathy has been unanimously chosen by ACWA's Nominating Committee as the Vice President candidate for its recommended slate.

Director Cathy Green was elected to the Orange County Water District Board of Directors in November 2010 and was re-elected in 2012, 2016, and 2020. Director Green's leadership in the water industry includes serving as an active member of ACWA since 2012, including serving on ACWA's Executive Committee since 2020, the ACWA Board since 2016, and the Region 10 Board since 2012. Therefore, I am requesting that the Board support first Vice President Cathy Green as a candidate for the office of ACWA Vice President.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution No. 2021-26, supporting Vice President Cathy Green as a Candidate for the Office of ACWA Vice President.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. Resolution No. 2021-26 - Cathy Green
2. Cathy Green

RESOLUTION NO. 2021-26

A RESOLUTION OF WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS TO SUPPORT ORANGE COUNTY WATER DISTRICT (OCWD) FIRST VICE PRESIDENT CATHY GREEN AS A CANDIDATE FOR THE OFFICE OF ACWA VICE PRESIDENT

WHEREAS, the Association of California Water Agencies (ACWA) has announced that a Nominating Committee has been formed to develop a slate for the ACWA election of its statewide lead officer positions of President and Vice President; and,

WHEREAS, the individual who fills the ACWA Vice President position needs to possess a working knowledge of water industry issues and concerns, connections with water professionals throughout the state, strength of character and leadership capabilities, and experience in matters related to the performance of the duties of the office; and,

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and,

WHEREAS, West Valley Water District recognizes that Director Green has served on the ACWA Board since 2016, and on the ACWA Board Executive Committee since 2020; and,

WHEREAS, Director Green has served as ACWA Region 10 Chair (2018-19) and is now serving her second term as ACWA Region 10 Vice Chair (2016-17, 2020-current), and she has served as ACWA Region 10 Board member since 2012; and,

WHEREAS, Director Green serves on the ACWA Water Quality Committee (2012-current) and the ACWA Energy Committee (2019-current), and she previously served on the ACWA State Legislative Committee (2012-15); and,

WHEREAS, Director Green has served in a leadership role at Orange County Water District. She was elected to the OCWD Board of Directors (OCWD Board) in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the OCWD Board to serve as its 2015 and 2016 President. She currently serves as First Vice President, a position she previously held in 2013, 2014, and since 2019; and,

WHEREAS, Director Green currently serves as the Chair of the Water Advisory Committee of Orange County (WACO), Chair of the OCWD Water Issues Committee, and Vice Chair of the OCWD Communications and Legislative Liaison Committee; and,

WHEREAS, prior to her service on OCWD's Board, Director Green was elected to two consecutive terms on the Huntington Beach City Council (2002-2010) where she served two terms as Mayor (2003, 2009). Director Green has been involved as a council liaison and active community member on many city boards, commissions, and committees; and,

WHEREAS, it is the opinion of West Valley Water District Board of Directors that Director Green possesses all of the qualities needed to fulfill the duties of the office of ACWA Vice President; and,

NOW, THEREFORE, BE IT RESOLVED, that West Valley Water District Board of Directors does hereby endorse Orange County Water District First Vice President Cathy Green as a candidate for Vice President of the Association of California Water Agencies.

PASSED AND ADOPTED by West Valley Water District Board of Directors at a Special Board meeting of said Board held on **October 14, 2021**, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

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

ATTEST:

Peggy Asche
Board Secretary

ELECT CATHY GREEN AS ACWA VICE PRESIDENT

COMMITMENT · EXPERIENCE · LEADERSHIP

Unanimously Chosen By ACWA's Nominating Committee For Its Slate



ACWA BOARD MEMBER

- Executive Committee (2020-current)
- Region 10 Chair (2018-19)
- Region 10 Vice Chair (2016-17, 2020-current)
- Region 10 Board Member (2012-current)

ACWA COMMITTEES

- Water Quality Committee (2012-current)
- Energy Committee (2019-current)
- State Legislative Committee (2012-2015)

ORANGE COUNTY WATER DISTRICT, Director (2010-current)

- President 2015-16
- 1st Vice President (2013, 2014, 2019-current)
- Water Advisory Committee of Orange County (WACO): Chair
- Water Issues Committee: Chair
- Communications/Legislative Liaison Committee: Vice Chair

CIVIC LEADERSHIP

- City of Huntington Beach Mayor (2003, 2009)
- Councilwoman (2002-2010)

PROFESSIONAL EXPERIENCE

- Registered Nurse
- Law degree

My vision for ACWA is to embrace its motto -- Bringing Water Together -- which, for me, is about unifying ACWA members and working collaboratively with diverse stakeholders to find smart solutions to the challenges we are now facing.



BIOGRAPHY

Cathy Green, 1st Vice President | Division 6

Orange County Water District

Service Area: Parts of: Fountain Valley and Huntington Beach

Cathy Green was elected to the Orange County Water District (OCWD) Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the board to serve as its 2015 and 2016 president. She currently serves as 1st vice president, a position she previously held in 2013, 2014 and 2020.



Prior to Director Green's service on OCWD's board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Director Green has been involved as a council liaison and committee member on many city boards, commissions and committees. She served on the Orange County Transportation Authority Board and was a director of OC Clean Tech.

Director Green's leadership in the water industry includes serving as an active member of the Association of California Water Agencies (ACWA) since 2012, including serving on ACWA's Executive Committee since 2020, the ACWA Board since 2016, and the Region 10 Board since 2012. She held the position of ACWA Region 10 Chair from 2018-2019 and served as Vice Chair since 2020, and previously from 2016-2017. Director Green has also served on several ACWA Committees including the Water Quality Committee since 2012, the Energy Committee since 2019, and the State Legislative Committee from 2012-2015.

Director Green serves on the boards of the Huntington Valley Boys and Girls Club and the Orange County Explorer Program; serves on the Huntington Beach City School District Medi-Cal Collaborative; is a director of the Prime Health Foundation and the Huntington Beach Hospital; is a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT) and the Elks Lodge 1959; and is on the Advisory Board of the Bolsa Chica Conservancy. She is a founding member of Amigos de Bolsa Chica.

In addition, her community involvement has included serving as president of the Therapeutic Riding Center and the Huntington Beach Community Clinic, chair of the Orange County Emergency Medical Care Committee and of Explorer's/Learning for Life, first aid chair of Huntington Beach CERT, and board member of the OC Boy Scouts of America Council and American Family Housing.

Director Green is the recipient of many awards. Her most recent is a 2020 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2006 United Way Excellence in Child Care Planning, the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction and a Bolsa Chica Conservancy Conservator of the Year.

Director Green is a registered nurse and holds a degree in law. As a nurse, Director Green worked in the health care areas of intensive care, student health, community health, and patient advocacy. In addition to nursing, she gained experience with a variety of environmental projects while associated with Lockhart and Associates.

Director Green and her husband Peter have been residents of Huntington Beach since 1970 where they raised their two children Teresa and Tom.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: ADOPT RESOLUTION NO. 2021-27, TO SUPPORT PAMELA TOBIN FOR PRESIDENT OF ACWA.

BACKGROUND:

Pamela Tobin currently serves as Vice President of the Association of California Water Agencies (ACWA). Pam has more than 17 years of experience in California water at the local, regional, and statewide level. As a representative to the ACWA-JPIA Board, Executive Committee, and its Liability Committee, she has worked to ensure critical services for public water agencies and fiscal health. Pam is requesting support for the office of President of ACWA for the 2022-2023 term.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Adopt Resolution No. 2021-27, supporting Pamela Tobin as a candidate for the office of ACWA President.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. Reso 2021-27 Support of P. Tobin - Candidate for ACWA President
2. Pamela Tobin

RESOLUTION NO. 2021-27

A RESOLUTION OF WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS TO SUPPORT PAMELA TOBIN AS A CANDIDATE FOR THE POSITION OF ACWA PRESIDENT

WHEREAS, the Association of California Water Agencies (ACWA) has announced a 2021 Nominating Committee to identify a slate for ACWA's statewide officer positions of President and Vice President for the 2022-23 term; and

WHEREAS, the individual who fills these ACWA officer positions will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity, and Pamela Tobin was previously elected to serve as ACWA Vice President and has done so since January, 2020; and

WHEREAS, Pamela Tobin serves on the ACWA-Joint Powers Authority Board of Directors, Executive and Liabilities Committees; and

WHEREAS, as ACWA Vice President, Pamela Tobin has accomplished her priorities for ACWA including creating the highly-successful "Leadership to Leadership" virtual town hall; leading and supporting staff and members throughout the COVID-19 Pandemic with programs and other relief activities; actively participating in ACWA's efforts to shape input to the 2020 California Resiliency Portfolio; and, working with the ACWA Board to adjust its budget and review its 2020 Strategic Plan to reflect COVID-19 impacts; and

WHEREAS, throughout her term as Vice President, Pamela Tobin has actively engaged with members around the state to ensure their voices and differing viewpoints have been heard and to find common ground and "win-win" solutions; and

WHEREAS, as ACWA Vice President, Pamela Tobin has advanced the need to increase diversity, inclusion, and equity in ACWA's Board and Committee structure; and

WHEREAS, Pamela Tobin has served in a leadership role as a member of the San Juan Water District Board of Directors since December 2004; and

WHEREAS, prior to her service as ACWA Vice President, Pamela Tobin served in a leadership role as a member of the ACWA Board of Directors since 2018; served on the ACWA Region 4 Board from 2016-2019 and Region 4 Chair in 2018-2019; served on the ACWA Federal Affairs Committee and the ACWA Local Government Committee from 2014-2019; and served on the ACWA Board of Directors' Steering Committee for Long-Term Strategic Planning in 2019; and

WHEREAS, Pamela Tobin served on the Board of the Sacramento Regional Water Authority (RWA) from 2004-2019, including as RWA Board Chair, and as a member of the RWA Executive Committee for a number of years, and received the RWA "Distinguished Service" Award for 2018; and

WHEREAS, Pamela Tobin served on the Board of the Sacramento Groundwater Authority (SGA) from 2004-2019, and has previously served as SGA Chair, including in 2019; and

WHEREAS, it is the opinion of the San Juan Water District Board of Directors that Pamela Tobin possesses all of the qualities needed to fulfill the duties of the office of ACWA President.

NOW, THEREFORE, BE IT RESOLVED, that the West Valley Water District Board of Directors does hereby support Pamela Tobin as a candidate for the office of ACWA President, pledging the District's support of her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED by West Valley Water District Board of Directors at a Special Board meeting of said Board held on **October 14, 2021**, by the following vote:

- AYES: DIRECTORS:**
- NOES: DIRECTORS:**
- ABSENT: DIRECTORS:**
- ABSTAIN: DIRECTORS:**

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

ATTEST:

Peggy Asche
 Board Secretary

PAMELA TOBIN

petpyrs@surewest.net | C: 916-275-0875 |

Leadership / Experience / Results

May 2021



Candidate for ACWA President 2022-23 Term

Pam Tobin currently serves as Vice President of the Association of California Water Agencies (ACWA), the largest statewide coalition of water agencies in the country and is seeking the office of ACWA President for the 2022-'23 term. She has more than 17 years of experience in California water at the local, regional and statewide level. As a representative to the ACWA-JPIA Board, Executive Committee and its Liability Committee, she has worked to ensure critical services for public water agencies and fiscal health.

Pam has been on the Board of Directors of the San Juan Water District in Northern California since 2004, including three terms as Board President. She also has served multiple terms as Chair of both the Sacramento Regional Water Authority and the Sacramento Groundwater Authority.

Supporting Members as ACWA Vice President

Pam has been an active participant in ACWA and currently serves as Vice President. She believes that ACWA is the place where all water agencies come together to learn, to share and to make a difference by creating strategies and policies that support its 450 public water agency members.

As Vice President, Pam Tobin has accomplished the priorities outlined during her campaign.

- **Demystify ACWA and Increase Member Involvement – *Pam pledged to increase member involvement and to keep members connected to ACWA.***
 - ✓ In 2020 she created and co-facilitated “Leadership to Leadership.” This bi-monthly virtual town hall, rotated between north and south, fosters connection between ACWA and its members and among the members themselves. The response to the program has been overwhelmingly positive and has helped her understand how ACWA can do better for its members.
- **Support the 2020 California Resiliency Portfolio and Advance Forest Management – *In keeping with its past practice, ACWA has stepped up to provide constructive and innovate input on behalf of members to drive the state’s water policy.***
 - ✓ As Vice President, she has been actively involved in ACWA’s effort to solicit member input and shape ACWA’s policies at the Board level resulting in comprehensive

PAMELA TOBIN

Page 2

comments to the Newsom Administration on its 2020 California Resiliency Portfolio. She has actively engaged on ACWA's priority issues, both state and federal -- from the Voluntary Agreements to SGMA implementation to climate resiliency, water infrastructure and ESA.

- ✓ Securing funding and elevating the priorities to reduce fire risk and protect our water at the source have been key features of ACWA's comments. Additionally, she helped to build awareness of the catastrophic burden from wildfires that has been placed on local agencies within these high-risk watersheds.
- **Dealing with the COVID-19 PANDEMIC – ACWA like every other organization faced unprecedented challenges in coping with the impacts of the pandemic on both the association and its members.**
 - ✓ In her role on ACWA's Executive Committee and as its representative to the ACWA-Joint Powers Authority Executive Committee, she advanced critical issues around workforce including liability and workers' compensation to limit exposure related to COVID-19.
 - ✓ With a strong background in finance, Pam encouraged the ACWA Board to adjust its budget and plans to protect non-dues revenue sources by adapting events to virtual formats. She also suggested and supported the ACWA team to develop a series of workshops to assist agencies with the myriad challenges resulting from the pandemic. Workshops covered a range of topics from communicating with the public to financial and legal issues.
 - ✓ In early 2021, she called for a review of the 2020 ACWA Strategic Plan to update the budget and align activities accordingly to reflect COVID-19 impacts.

There is much work to be done as ACWA emerges from the Pandemic and navigates a critically dry year. As ACWA President, Pam will continue to:

- Facilitate the highly successful "Leadership to Leadership" program, now recognized as a critical component of member outreach.
- Increase diversity and inclusion on ACWA's Board of Directors, committees and subcommittees.
- Improve transparency in ACWA's policy and operational decisions.
- Advance forest management and protect water agencies.
- Shape and support the Water Resiliency Portfolio.

"My track record of accomplishments as ACWA Vice President and my leadership experience in California water make me uniquely qualified for the role of ACWA President." – Pam Tobin, ACWA Vice President

PAM TOBIN

Cell: 916-275-0875 Email: petpyrs@surewest.net

June, 2021

RE: ACWA President – 2022-23 Term

Dear ACWA Member Board Presidents and General Managers:

I am excited and proud to announce my candidacy for the office of President of the Association of California Water Agencies (ACWA) for the 2022-2023 term. I am writing to ask for you and your agency's support.

My experience as ACWA Vice President over the past two years, and more than 17 years of experience in local, regional, and statewide water issues, uniquely qualifies me to serve as ACWA President.

I am proud of my accomplishments as ACWA Vice President. Highlights include: creating the highly-successful "Leadership to Leadership" virtual town hall-meetings throughout ACWA's regions; supporting staff and members throughout the COVID-19 Pandemic with programs and other relief activities; actively engaging in ACWA's efforts to shape input to the 2020 California Resiliency Portfolio; and, working with the ACWA Board to adjust its budget and review its 2020 Strategic Plan to reflect COVID-19 impacts.

I am honored to have the support for my candidacy from my home district, the San Juan Water District in Northern California, where I have served on the Board of Directors since 2004, and from the Regional Water Authority / Sacramento Groundwater Authority, where I have also served on the Board and in leadership for 16 years. Additionally, prior to serving as ACWA Vice-President, I had been an active and supportive participant in ACWA -- serving as Chair of ACWA Region 4, as a member of the ACWA Board of Directors, and as a member of the Federal Affairs and Local Government Committees. I currently serve on the ACWA-Joint Powers Authority Board of Directors, Executive and Liability Committees.

I am a leader who connects, listens, learns, and works to solve critical issues through collaboration. In addition to my leadership roles in the water policy arena, I bring strong skills in the areas of strategic planning, finance, leadership, and coalition building, forging strong partnerships between the community and the organizations in which I have served. I fully understand, and I am prepared to dedicate the time necessary to fulfill the responsibilities of ACWA President and would dedicate my expertise in water and other personal strengths to support ACWA's mission and priorities in that office.

It is an extremely challenging time in California water as we emerge from COVID-19 into a severe drought, with uncertainty beyond. Navigating these difficulties requires a commitment to seeking collaborative solutions. I believe that ACWA's strength is derived from its members and their dedicated boards and staff who serve the public. I will work to support ACWA's members as we

develop solutions together. I have learned so much about the membership, from north to south, involving urban, rural, and agricultural agencies, and will bring my passion, experience, and skills to the role of ACWA President to help all succeed.

I look forward to connecting with many of you over the next few months. More details regarding my qualifications are provided in the attached document. Additional information is available at this link <https://www.sjwd.org/pam-tobin-for-acwa-president>.

I hope that I can count on your support as I seek the office of ACWA President. A template resolution is also provided here: <https://www.sjwd.org/pam-tobin-for-acwa-president>. If you have any questions or concerns, please feel free to contact me directly.

Sincerely,



Pamela Tobin

ACWA Vice President

ACWA-JPIA Board of Directors: Executive and Finance Committees

San Juan Water District Board of Directors

SGA Board of Directors

RWA Board of Directors/Executive Committee



PAMELA TOBIN

petpyrs@surewest.net | C: 916-275-0875

Statement of Qualifications

Hello ACWA Members:

My name is Pam Tobin and I currently serve as ACWA's **Vice President**. I am asking for your support as I seek the office of **ACWA President for the 2022-23 term**.

My track record of accomplishments as ACWA Vice President and my more than 17 years of experience in California water at the local, regional, and statewide levels, make me uniquely qualified for the role of ACWA President.

During my term as Vice President, ACWA members -- like so many other organizations -- faced unprecedented challenges caused by the COVID-19 pandemic. I am so appreciative of, and gratified by, the water community's success in keeping employees safe while ensuring uninterrupted reliable and safe water delivery.

One of the questions I focused on was "How can ACWA support its members?" I am especially proud of the "Leadership to Leadership" Program that I created to keep members connected virtually, to learn about their challenges, and identify ways that ACWA could support them. I also worked with the ACWA staff to develop on-line workshops and sessions to help members navigate the changed world we are all living and working in. We covered topics ranging from financial impacts to safety protocols, to communicating with the public virtually.

As we emerge from the pandemic and confront a critically dry year and the uncertainty of what is to come, I will continue to look for opportunities to support ACWA members and help them connect and share strategies with each other. I also will advocate for support and funding from both the state and federal administrations. That is what ACWA is all about: ACWA bringing the issues, the solutions, and people together.

On the policy front, it has been rewarding to work closely with the ACWA Board to devise statewide policies on everything from COVID-19 debt relief, to safe drinking water access and quality, to SGMA implementation, drought contingency planning, and providing input to the Newsom Administration on California's Water Resiliency Portfolio. As a member of the ACWA Board Steering Committee, I helped shape a future path for ACWA in 2019 through a new five-year Strategic Plan.

Through these challenges and activities, I have brought both my professional and personal skills to the table. My competencies around policy development, finance, and conflict resolution have helped me work collaboratively with all parties to find the "win-win" outcome.

Pamela Tobin - Statement of Qualifications

June 2021 - Page 2



I am a leader who connects, listens, learns, and works to bring all parties together. I am not intimidated by tough issues. I am an independent thinker and don't shy away from making difficult decisions.

Professional Background

ACWA

I serve as the Association's representative to the ACWA-JPIA Board, Executive Committee, and its Liability Committee, and worked to provide and expand critical services for ACWA member agencies while ensuring JPIA's fiscal health. In addition to my service as ACWA Vice President, my prior ACWA experience includes serving as a Board member, Region 4 Chair, and as a member of numerous ACWA committees.

San Juan Water District

I have been on the Board of Directors of the San Juan Water District (San Juan) in Northern California since 2004, including three terms as President.

Serving on the board at San Juan has provided me with the opportunity to understand both the wholesale and retail side of the water business. We serve families and businesses. We possess some of the most senior water rights in California (1853), as well as being an American River Division contractor with the federal Central Valley Project. San Juan is also active in regional groundwater management and conjunctive use planning, including SGMA implementation. Addressing all of these issues has helped me better understand the challenges that other agencies throughout California experience.

Regional Leadership

I have served multiple terms as Chair of both the Sacramento Regional Water Authority and the Sacramento Groundwater Authority. Through these roles, I have worked directly with more than 22 public water agencies, private water companies, cities, and counties, and have built partnerships in pursuit of successful collaborative solutions.

On a Personal Note

So, what do I do in my spare time? You might be surprised to know that I am a long-time realtor and property developer with over 30 years as a business owner. Understanding the nexus between land-use planning and water management has been invaluable in my water role and in my professional life. But my real passion is caring for our four-legged friends. I am focused on showing my dogs and rescuing homeless dogs. It is the hardest and best thing I have ever done.



I hail from Laconia, New Hampshire, growing up in the Lakes Region. I have called California home since 1971. I have been married to my wonderful, supportive husband for 40 years. I have two grown children -- my oldest son is a senior engineer in upper management for the City of Los Angeles and the youngest is an attorney in Los Angeles. I also have four grandchildren.

Finally, I did not come to the decision to run for ACWA President lightly. Everything I have done to date, including serving as your ACWA Vice-President, has prepared me for this moment. I look forward to meeting with many of you to share my ACWA vision and commitment to you personally and hope that I can count on your support for ACWA President.



Pamela Tobin

My Priorities for ACWA

June 2021

As ACWA Vice President, I accomplished the priorities that I committed to during my campaign:

Demystify ACWA and Increase Member Involvement – *I pledged to increase member involvement and to keep you connected to ACWA.*

- ✓ In 2020, I created and co-facilitated “Leadership to Leadership.” This virtual town hall rotates among ACWA regions north and south, to foster connection between ACWA and its members and among the members themselves. The response to the program has been overwhelmingly positive and has helped me and ACWA staff understand how ACWA can do better and provide more value for its members.

■ **Support the 2020 California Resiliency Portfolio and Advance Forest Management** – *In keeping with its past practice, ACWA has stepped up to provide constructive and innovative input on behalf of members to drive the state’s water policy.*

- ✓ As Vice President, I was actively involved in ACWA’s effort to solicit member input to shape ACWA’s policies at the Board level, including ACWA’s comprehensive comments to the Newsom Administration on its 2020 California Resiliency Portfolio. I actively engaged on ACWA’s priority issues, both state and federal, including COVID-19 debt relief, Voluntary Agreements, SGMA implementation, climate resiliency, and water infrastructure investment.
- ✓ Securing funding for improved forest management and elevating the priorities to reduce fire risk and protect our water at the source have been key features of ACWA’s comments. Additionally, I helped to build awareness of the catastrophic burden from wildfires that has been placed on local agencies within these high-risk watersheds.

■ **Dealing with the COVID–19 PANDEMIC** – *ACWA, like every other organization, faced unprecedented challenges in coping with the impacts of the pandemic on both the association and its members.*

- ✓ In my role on ACWA’s Executive Committee and as its representative to the ACWA-Joint Powers Authority Executive Committee and Liability Committee, I advanced critical workforce issues, limiting exposure and workers’ compensation claims related to COVID–19.

Pamela Tobin - Statement of Qualifications

June 2021 - Page 4



- ✓ With my strong background in finance, I contributed valuable expertise as the ACWA Board adjusted its budget and financial plans while working to protect non-dues revenue sources by adapting events to virtual formats. I also suggested and supported the ACWA team in developing a series of workshops to assist agencies with the myriad challenges resulting from the pandemic. Workshops covered a range of topics from communicating with the public to financial and legal issues.
- ✓ In early 2021, I called for a review of the 2020 ACWA Strategic Plan to update the budget and align activities accordingly to reflect COVID-19 impacts.

As ACWA President, I will continue to be committed to:

- Putting the people of ACWA first by elevating the highly successful “Leadership to Leadership” program, with an emphasis on unifying members and supporting each other as we emerge from COVID-19 into a severe drought.
- Capitalize on our collective resilience and lessons learned from the pandemic experience to make our water industry stronger and more responsive to the public we serve.
- Ensure that ALL voices within the ACWA family are heard! Respect differing viewpoints and help members connect and find common ground. Increase diversity, inclusion, and equity on ACWA’s Board of Directors, committees, and subcommittees.
- Improve transparency in ACWA’s policy and operational decisions.
- Advance forest management and address ACWA member needs resulting from wildfire impacts.
- Shape and support California’s Water Resiliency Portfolio.

“My accomplishments as ACWA Vice President, experience in California water and collaborative leadership approach make me uniquely qualified for the role of ACWA President.” – Pam Tobin, ACWA Vice President



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: REJECTION OF CLAIM - GUADALUPE RODRIGUEZ ET AL. VS. WEST VALLEY WATER DISTRICT; CLAIM NO. 21-0689

BACKGROUND:

Staff member was driving District vehicle and made very minor contact with the rear bumper of third-party vehicle causing minor damage to claimant's rear bumper. There were three occupants in the vehicle at the time of the accident. All are claiming injuries.

DISCUSSION:

Instructed by Joint Powers Insurance Authority to deny claim. Claimant has retained legal counsel and is currently claiming (1) Physical injuries and damages; (2) Medical and related expenses; (3) General damages (including but not limited to: emotional trauma, pain, and suffering); (4) Attorney's fees.

FISCAL IMPACT:

No fiscal impact of claim denial.

STAFF RECOMMENDATION:

District staff recommends the District Board of Directors reject this claim and direct staff to send appropriate notice of rejection to claimant.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM: hs

ATTACHMENT(S):

1. Request For BOD Rejection Of Claim - Guadalupe Rodriguez
2. claim 21-0689 A. Rodriguez
3. claim 21-0689 K. Agreda



REQUEST FOR REJECTION OF CLAIM

Claimant Information		
Claimant Name: Guadalupe Rodriguez	JPIA Claim #: 21-0689	Date of Incident: 04/18/21
Claimant Address: 2833 W Buena Vista Dr., Rialto, CA 92377		Amount of Claim: \$ TBD
Location of Incident: Sierra Avenue at northbound entrance to interstate 15 freeway, Fontana, CA		
General Description of Claim: Staff Member while driving District vehicle made very minor contact with claimants' vehicle.		

Claim Details:
<p>Staff member was driving District vehicle and made minor contact with the rear bumper of third party vehicle causing minor damage to claimants bumper.</p>

Reason For Request Of Claim Denial:
<p>Instructed by Joint Powers Insurance Authority to deny claim. Claimant has retained legal counsel and is currently claiming (1) Physical injuries and damages; (2) Medical and related expenses; (3) General damages (including but not limited to: emotional trauma, pain, and suffering); (4) Attorney's fees.</p>



REQUEST FOR CLAIM DENIAL

Claimant Name:	JPIA Claim #:	Date of Incident:
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Continuation Page



REQUEST FOR REJECTION OF CLAIM

Claimant Information		
Claimant Name: Aurora Ximora Rodriguez	JPIA Claim #: 21-0689	Date of Incident: 04/18/21
Claimant Address: 2833 W Buena Vista Dr., Rialto, CA 92377		Amount of Claim: \$ TBD
Location of Incident: Sierra Avenue at northbound entrance to interstate 15 freeway, Fontana, CA		
General Description of Claim: Staff Member while driving District vehicle made very minor contact with claimants' vehicle.		

Claim Details:
<p>Staff member was driving District vehicle and made minor contact with the rear bumper of third party vehicle that claimant was a passenger in causing minor damage to vehicle bumper.</p>

Reason For Request Of Claim Denial:
<p>Instructed by Joint Powers Insurance Authority to deny claim. Claimant has retained legal counsel and is currently claiming (1) Physical injuries and damages; (2) Medical and related expenses; (3) General damages (including but not limited to: emotional trauma, pain, and suffering); (4) Attorney's fees.</p>



REQUEST FOR CLAIM DENIAL

Claimant Name:	JPIA Claim #:	Date of Incident:
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Continuation Page



REQUEST FOR REJECTION OF CLAIM

Claimant Information		
Claimant Name:	JPIA Claim #:	Date of Incident:
Kaylin Patrise Agreda	21-0689	04/18/21
Claimant Address:		Amount of Claim:
2833 W Buena Vista Dr., Rialto, CA 92377		\$ TBD
Location of Incident:		
Sierra Avenue at northbound entrance to interstate 15 freeway, Fontana, CA		
General Description of Claim:		
Staff Member while driving District vehicle made very minor contact with claimants' vehicle.		

Claim Details:
<p>Staff member was driving District vehicle and made minor contact with the rear bumper of third party vehicle that claimant was a passenger in causing minor damage to vehicle bumper.</p>

Reason For Request Of Claim Denial:
<p>Instructed by Joint Powers Insurance Authority to deny claim. Claimant has retained legal counsel and is currently claiming (1) Physical injuries and damages; (2) Medical and related expenses; (3) General damages (including but not limited to: emotional trauma, pain, and suffering); (4) Attorney's fees.</p>



REQUEST FOR CLAIM DENIAL

Claimant Name:	JPIA Claim #:	Date of Incident:
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Continuation Page



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: APPROVAL OF INVOICE WITH CALIPER CORPORATION FOR
ONLINE MAPPING SOFTWARE

BACKGROUND:

The payment in the amount of \$27,500 with Caliper Corporation will provide the Water District with the mapping software to ensure inclusion through education and outreach services. Caliper Corporation provides the software, *Maptitude*, to assist in ongoing inclusion for the public to provide conceptual designs for potential maps to be considered in the redistricting process.

FISCAL IMPACT:

The proposed contracted services were not a budgeted item for the Fiscal Year 2021/2022 Annual Budget. However, the General Administration Department will fund the contracted services and will evaluate additional funding needs at during the 2021/2022 Mid-Year Budget Review.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. CALIPER CORPORATION INVOICE


Caliper Corporation

1172 Beacon Street, Ste. 300
 Newton, MA 02461
 Tel: 617-527-4700 Fax: 617-527-5113
 www.caliper.com
 sales@caliper.com

Pro-Forma Invoice

Date	Pro-Forma#
10/1/2021	20262

Bill to:
West Valley Water District 855 W. Baseline Road Rialto, CA 92376

Ship To:
West Valley Water District 855 W. Baseline Road Rialto, CA 92376

Contact E-mail	FB Case		# Days Valid	Terms
	308714		90	Prepayment
Description	Region	Quantity	Cost	Total
Maptitude for Redistricting with HERE & TIGER Data License Data Package: West Valley Water District	USA	1	5,000.00	5,000.00T
Maptitude for Redistricting Online License - Public Data Package: West Valley Water District Note: Each instance accommodates 50 concurrent users on recommended hardware; hardware and hosting not included. Note: Requires a license of Maptitude for Redistricting which is sold separately.	None	1	20,000.00	20,000.00T
Consulting Services - MORE Setup	None	10	250.00	2,500.00

NOTES:

- 1) Please reference invoice number with payment
- 2) Buyer is responsible for all taxes, duties, VAT, fees, and retentions
- 3) Caliper's Federal Tax ID Number is 04-2806868
- 4) Use of the Software is subject to the terms & conditions of the License Agreement

Subtotal	\$27,500.00
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Sales Tax (0.0%)	\$0.00
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Total	\$27,500.00
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WIRE TRANSFER INSTRUCTIONS

Bank of America. 100 West 33rd St
 New York, NY 10001, USA
 Swift Code: BOFAUS3N
 ABA Code: 026009593
 Recipient Name: Caliper Corporation
 Account Type: Business Economy Checking
 Account #:004621123760

ACH TRANSFER INSTRUCTIONS

Bank of America. 100 Federal Street
 Boston, MA, 02110, USA
 Swift Code: BOFAUS3N
 ABA Code: 011000138
 Recipient Name: Caliper Corporation
 Account Name: Business Economy Checking
 Account #:004621123760



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: APPROVAL OF AGREEMENT WITH LUCIEN PARTNERS FOR REDISTRICTING SERVICES

BACKGROUND:

On July 29, 2021, the Public Affairs Department, in cooperation with the Purchasing Department, released a Request for Proposal for Redistricting Services. The Water District utilized *Planet Bids*, an online competitive bid system utilized by government agencies. The deadline to submit a proposal was August 12, 2021. The Purchasing Department received five (5) proposals. Upon review, management and staff recommend three (3) proposals be considered by the Board of Directors. On September 9, 2021, the External Affairs Committee concurred with staff's recommendation to present the three (3) proposals to the Board of Directors.

On September 16, 2021, the Board of Directors interviewed three firms and selected Lucien Partners to provide redistricting services to the Water District.

FISCAL IMPACT:

The proposed contracted services was not a budgeted item for the Fiscal Year 2021/2022 Annual Budget. However, the General Administration Department will fund the contracted services and will evaluate additional funding needs at during the 2021/2022 Mid-Year Budget Review.

STAFF RECOMMENDATION:

Staff respectfully requests that the Board of Directors approve the agreement with Lucien Partners.

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:pa

ATTACHMENT(S):

1. Lucien Partners



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Lucien Partners

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 16th day of September, 2021 (“Effective Date”) is by and between West Valley Water District (“District”) and Lucien 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) year after the Effective Date.

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

Section 2. Scope and Performance of Services.

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

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

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

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

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

Consultant warrants it will perform its redistricting consulting 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 redistricting consulting firms in performing services of a similar nature. Further, Consultant warrants that the redistricting consulting performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized redistricting consulting firms in performing services of a similar nature. If within one (1) year after substantial completion of the redistricting 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 redistricting consulting work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

Section 13. Indemnification.

Consultant shall hold District, its officers, agents, and employees harmless and indemnify and defend District, its officers, agents, and employees against payment of any and all costs and expenses, claims, suits, losses, damages, and liability arising from or arising out of any negligent or wrongful acts or omissions of Consultant, including its partners, officers, agents, employees, and subcontractors in performing or failing to perform the services provided herein. At the same time, District recognizes that the laws governing redistricting are complex and difficult to interpret, and that even the most experienced consultants and attorneys can at most make educated predictions regarding how courts or regulatory agencies will apply or interpret existing statutes, regulations, or court precedents to new sets of facts not yet addressed in case law or elsewhere. For these reasons, the fact that a court or regulatory agency may not ultimately agree with advice provided by Consultant to District shall not create a presumption that Consultants were negligent in providing such advice.

Section 14. Insurance.

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

Section 15. Assignment.

- 15.1** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any

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

Section 16. Termination of Agreement.

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

Section 17. Notices.

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

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

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

To Consultant: Lucien Partners
1017 L Street, #246
Sacramento, CA 95814
Attention: Darryl Lucien

Managing Partner

(Tel.) 562-673-0682
darryl@lucienpartners.com

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and

supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of

personal jurisdiction over them by such courts for purposes of any such action or proceeding.

18.10 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.

18.11 Cooperation. Consultant shall cooperate in the performance of work with District and all other agents.

18.12 Time of Essence. Time shall be of the essence as to all dates and times of performance contained in this Agreement.

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

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

DISTRICT:

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

By _____
Channing Hawkins, President

By 
Shamindra, Manbahal, General Manager

By 
Peggy Asche, Board Secretary


APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By _____
Robert Tafoya

CONSULTANT:

Lucien Partners

By 

Name David Lucien

Its Partner

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 16th day of September, 2021 by and between West Valley Water District, a public agency of the State of California ("District") and Lucien Partners ("Consultant").

RECITALS

- A. On or about September 16, 2021 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Channing Hawkins, President

S. Mahal

Shamindra Manbahal, General Manager

Peggy Asche

Peggy Asche, Board Secretary

CONSULTANT:

Lucien Partners

By *[Signature]* _____

Name Daren Lucien _____

Its Partner _____

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The Consultant will be prepared to provide an overview of the legal requirements associated with the redistricting process—both procedural (hearing requirements, etc.) ✓ and substantive (permissible criteria, etc.). This overview will ensure that District principles and staff understand the constitutional and statutory requirements—both federal and state—that govern this process.

The Consultant also proposes to create dedicated website and social media accounts, specific to the redistricting process, which serve as the primary interface with the public and interested stakeholders. The Consultant will propose a digital media ✓ strategy for amplifying The District’s work, in coordination with The District’s public information officer.

The Consultant will produce a stakeholder management plan that details prospective stakeholders we intend to actively engage. The Consultant will leverage its relationships to preemptively manage prospective media crises, litigation threats, and political threats to this redistricting process.

The District will need to utilize the ~~state prisoner-adjusted database~~ developed. The District will be required to invite the public to present maps and to analyze and review those maps.

The Consultant will produce a set of maps, based on the most recent U.S. Census Bureau numbers from 2010 and recent American Community Survey data that detail the population density, demographics, median household income, educational attainment, and other District population-related details. This presentation will take complex data and illustrate it with clarity for The District to understand the basis for its current district lines. ↗

The Consultant envisions presenting its public engagement plan for review to The District for consideration. The Consultant will work with The District on a plan that meets The District’s needs and expectations.

The Consultant will present also provide an update on the stakeholder management and digital media strategies.

The U.S. Census Bureau releases the 2020 Census results in late September. Note that the entire set of 2020 census results, only the redistricting subset which includes housing unit counts, race and ethnicity details, and other demographic data. The rest of the data will be released on a rolling basis through 2022.

The Consultant will prepare an analysis of the changes and produce a set of maps based on the new U.S. Census Bureau data. The Consultant will provide a comparative analysis of the maps produced in March 2021 and the new set of maps, which correspond with 2020 Census data.

The Consultant will seek feedback and guidance from The District, with respect to the 2020 Census data, and will begin drawing districts that conform with constitutional, statutory, and case law requirements, incorporating feedback to the degree it conforms with legal requirements.

Upon completion of the map presentations, the Consultant recommends the initiation of a robust stakeholder and community engagement process to gather public feedback. This process may include, but not be limited to, holding virtual open houses to invite public comment and making presentations to interested stakeholders.

The Consultant will present multiple maps with district configurations that conform with the legal requirements for review and feedback. The Consultant will also present variations of the configurations that include other contextual information such as demographics, median household income, and other details.

As additional data is released from the U.S. Census Bureau through 2022, the Consultant will produce additional maps that provide details about The District. With the final division lines approved by The District, the Consultant will also provide a final set of detailed maps of each region within The District.

Additional maps will be provided as data is released by the U.S. Census Bureau.

The Consultant will continue its stakeholder engagement and management process to solicit input.

The Consultant will seek The District's direction on final modification requests.

If the goals of our stakeholder engagement have not been met, this timeline of deliverables will be expanded accordingly.

The Consultant will present a final set of maps for District consideration and approval and provide counsel on each option.

The Consultant will compile a catalogue of all public activities undertaken in relation to this effort.

The Consultant will work with the County Registrar-Recorder's Office to implement the final adopted plan before any County and State deadlines and be available to answer questions from staff and the County Registrar-Recorder's for the duration of this contract.

The Consultant will present the catalogue of public activities undertaken.

The District will adopt the final maps.

Consultant will ensure compliance with the following applicable laws:

1. WVWD Charter and Ordinances
2. Relevant Election and Water District Codes
3. Federal Voting Rights Act
4. California Voting Rights Act
5. All other applicable federal, state, and local laws

The Consultant will work closely with the general manager (and designated staff per the general manager) and general counsel, to ensure review and satisfaction of all legal requirements related to Redistricting.

The Consultant will participate in board of directors' meetings, public forums, or any other meetings either in-person or teleconference to assist in establishing a work plan and timeline for adjusting the current five (5) Board Divisions, pursuant to the West Valley Water District Charter; including meeting planning, preparation of any meeting material, and presentation and/or facilitation of the meeting.

Consultant will assist in planning and implementing a work plan for public input by residents and West Valley Water District stakeholders.

Consultant will assist District staff in preparing a Draft Redistricting Plan, Recommended Redistricting Plan, and report for board of directors regarding the recommended Redistricting Plan, and implementing a Final Redistricting Plan.

Consultant to utilize mapping software and Geographic Information System (GIS) to redraw district lines:

1. GIS compatible
2. Ability to analyze Census data, statistics, and demographics
3. Provide a user-friendly experience for the public, West Valley Water District stakeholders, the Redistricting Commission (if applicable), and District staff for needed map and boundary drawing
4. Ability to identify possible redistricting violations during the map drawing process
5. Provide mapping software training in-person or online to the public for map submissions
6. Evaluate the draft maps prepared by various individuals and entities to determine whether they are population balanced and satisfy the requirements of the Voting Rights Act

7. Employ any software necessary, including statistical software and GIS software to create district maps, analyze Census data, statistics, and demographics, and provide the Commission (if applicable) and District with reports as requested and required.
8. Attend West Valley Water District board of directors meetings, as appropriate; held at various times and locations including nights and weekends.
9. Assist the District staff in all facets of developing and implementing a Final Redistricting Plan, including but not limited to any meetings and/or conference calls to discuss project's progress or answer any questions that may arise; provide any requested plan revisions and creation of support materials for final plan adoption; and work with the San Bernardino County Registrar of Voters to implement the final plan.

The above list is not meant to constitute an exhaustive list of duties. The Consultant may be called upon to provide other services not identified here, including services in connection with legislation changes due to COVID-19 and/or changes to the United States Census Bureau timeline.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

The Consultant proposes to provide project management, stakeholder and community engagement, media engagement, website development and maintenance, strategy, cartography, demographic data analysis, economic data analysis, and census data analysis for \$75,000 plus reimbursement of travel expenses as necessary.

This price also includes Spanish translation of documents as necessary. This fee does not include legal counsel.

The Nielsen Merksamer hourly fee schedule for legal review, which is strongly encouraged, is:

Chris Skinnell - \$635/hour

Marguerite Leoni - \$685/hour

Sean Welch - \$685/hour

Hilary Gibson - \$485/hour

David Lazarus - \$450/hour

To the extent that redistricting/demographic legal expert witness analysis/testimony is needed after the expiration of the contract, our rate is \$300 per hour.

Pursuant to Section 15.2 of this Agreement, District acknowledges that, as laid out in the response to the RFP, Consultant will be subcontracting Cartifact, Inc, for certain technical services and the law firm of Nielsen Merksamer Parrinello Gross & Leoni, LLP to provide legal review and advice.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Consultant to complete Demography and Redistricting Services by April 2022.

EXHIBIT B**KEY PERSONNEL**

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

Darryl Lucien – Managing Partner

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

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



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: VEHICLE USE AND FLEET REPLACEMENT POLICY

BACKGROUND:

The purpose of the Vehicle Use and Fleet Replacement Policy is to set forth practices for the safe operation of motor vehicles owned or operated by the District and the replacement of aged fleet. Departments often have responsibilities that may require the operation of vehicles in areas off public roads; therefore, each department will address these unique operational needs as needed.

DISCUSSION:

This standardized policy will be incorporated into each department's standard operating procedures. The Vehicle Use and Fleet Replacement Policy will serve as a baseline for departments' vehicular operations policies and as an enhancement to the existing 2021 Personnel and Procedures Section 2300 Use of District Vehicles, Equipment and Tools. As such, this policy will focus on the operation of licensed motor vehicles primarily operated on public roads. The District's Vehicle Use and Fleet Replacement policy outlines the District's commitment to maintaining a safe vehicle fleet, and concern for the safety of people, the protection of property, and minimizing impacts upon the environment by District vehicle operations and the scheduled replacement of the vehicle fleet. The policy focuses on the safe operation of licensed motor vehicles primarily operated on public roads and the replacement of the District's fleet based on the scheduled replacement. The following District policy will be administered under by the Human Resources Department. Nothing in this Districtwide policy shall be interpreted or applied to interfere with, restrict or supersede departmental vehicle use, equipment, and tools policies or a Memorandum of Understanding ("MOU").

FISCAL IMPACT:

This item has no fiscal impact

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:hs

ATTACHMENT(S):

1. Vehicle Use and Fleet Replacement Policy

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

I. PURPOSE AND SCOPE

West Valley Water District (District) provides vehicles to employees who are entrusted to use good judgment and have a complete understanding of the responsibilities involved, both of which are necessary in order to continue to drive a District-provided vehicle to conduct District business. Drivers shall comply with all federal, state, and local laws and regulations at all times when driving a District vehicle.

This policy covers the assignment and usage of District vehicles for conducting official District business and communicates the requirements relative to assignment, utilization, and control of District-owned vehicles. This policy also details the criteria for replacement of older vehicles in service. Employees remain subject to other District policies as appropriate, including but not limited to use of District vehicles, equipment, and tools.

Drivers abusing or misusing District vehicles or failing to comply with the provisions of this policy, will be subject to the disciplinary process as outlined in the Human Resources Policies and Practices Manual. Employees shall have no expectation of privacy as to the use or contents of any District-owned vehicle or equipment.

II. RESPONSIBILITY

Employees are required to comply with the requirements of this policy and other established procedures regarding the assignment and use of District vehicles. For purposes of this policy, the actual driver and/or operator of the District vehicle is considered the responsible employee.

III. USE OF DISTRICT-OWNED VEHICLE OR EQUIPMENT

Employees are provided a District vehicle primarily to assist in the performance of their job duties. Its use is strictly limited to business purposes and may not be used for personal reasons.

Any employee operating a District vehicle must meet the following requirements:

- Possess a valid California driver’s license with a license class that permits operation of the District vehicle being used.
- No driver shall operate a vehicle under the influence of alcohol or drugs, including over-the-counter or prescription medication known to impair one’s ability to drive or operate machinery.
- Follow the guidelines stated in this policy at all times.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

District vehicles shall not be loaned to any other person, contractors, cities, other agencies, other companies, or organizations without authorization from the General Manager or Designee.

On-call or stand-by employees may, at the discretion of the Director, take a District vehicle home during the on-call or stand-by period. With the permission of the Director, the on-call or stand-by employee may use the District vehicle for transportation to and from the District worksite to facilitate availability during their authorized duty time but at no time may they transport non-District employees in the District vehicle.

IV. USE OF PERSONAL VEHICLE FOR DISTRICT BUSINESS

The General Manager, or Designee, may authorize certain classifications to receive business use mileage reimbursement for use of private vehicles to conduct District business. Mileage will be reimbursed at the rate allowed by the Internal Revenue Service.

When a private vehicle is used for District business, the employee's insurance on that vehicle is the primary insurance and the District will not be responsible for the replacement, or repair of any private vehicle.

Pursuant to the California Vehicle Code Sections 16020 and 16050, an employee using his/her private vehicle for District business shall have automobile insurance coverage that meets or exceeds the minimum requirements of the DMV for public liability and property damage. Out-of-pocket expenses, not covered by the employee's insurance, incurred due to an accident while using a private vehicle for District business, will be reimbursed by the District. Such expenses include a deductible and rental car expenses and are limited to a maximum of \$5,000 for each accident. Proof of payment will be required.

V. USE OF DISTRICT POOL VEHICLES

Pool vehicles are provided and maintained by the Purchasing Department for use by an authorized employee requiring transportation to conduct District business. If overnight use of District vehicle is required, prior approval by Director level or above must be authorized. The Director should consider all options and choose the one least costly to the District. An employee whose District business requires early morning departure may be allowed to check out the pool vehicle the night before the travel day with their supervisor's approval.

Vanpoolers and carpoolers may check out a pool vehicle in the event of an emergency which is defined as an illness to the carpooler, carpool driver, or carpooler's immediate family, or for unscheduled overtime requested by the carpooler's immediate supervisor.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

VI. PARKING OF DISTRICT VEHICLES

District vehicles shall be parked and locked. The assigned District employee shall maintain possession of the vehicle keys at all times.

When parked in public areas the vehicle shall be parked off street whenever possible.

VII. VEHICLE CARE AND MAINTENANCE

All District-provided vehicles are designated as “non-smoking” areas and employees are expected to keep the vehicles in clean, well-maintained condition.

Neglecting to maintain a vehicle could result in costly repairs to the District. Unusual wear-and-tear above industry average or neglecting to properly maintain a District-provided vehicle may result in the loss of use of the vehicle and the employee may be subject to further disciplinary action.

It is the driver’s responsibility to ensure that maintenance is performed at the designated intervals as determined by the Purchasing Department to ensure maximum vehicle safety, performance, efficiency, and extended life of the vehicle. These responsibilities include:

- Vehicles are to be kept clean and orderly.
- Tires are to be properly inflated and checked for unusual wear.
- Mechanical deficiencies are to be immediately reported to the Purchasing Department.
- Vehicle inspections for proper operation (including damage to the vehicle) and safety prior to each day’s use.
- Drivers must conduct a daily inspection and immediately report any safety-related issues prior to operating their assigned vehicle such as headlights, taillights, wiper blades, turn signals, running lights, and other similar or vehicle-specific functions.

Modifications of any kind to a District vehicle may only be performed by the Purchasing Department. A vehicle failing its safety or operational inspection should not be driven off District property under any circumstances.

The Purchasing Supervisor, or his assigned designee, in the normal course of vehicle repair or service duties, shall report violations of this section to the responsible employee’s supervisor/Director.

The California Air Resources Board prohibits the driver of a diesel-fueled motor vehicle with a gross vehicle weight rating (GVWR) greater than 10,000 pounds from idling the engine for more than 5 minutes at any location with the exceptions as noted in Section XV below.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

VIII. COMMERCIAL VEHICLES

The District is required by State and Federal regulation to maintain a file of Driver Vehicle Inspection Reports (DVIR) for commercial vehicles.

Drivers who operate District vehicles that require a valid commercial driver's license must complete a pre-trip and post-trip inspection and sign the Driver Vehicle Inspection Report (DVIR) daily for each commercial vehicle operated. Any deficiencies are to be immediately reported to the Purchasing Department and recorded on the DVIR.

Before operating a commercial vehicle, the driver must review the previous driver's DVIR and verify that the Purchasing Department has certified, by way of signature, that the defect or deficiency has been repaired or corrected, or that repair is unnecessary before the vehicle may be operated again.

IX. TRAFFIC ACCIDENTS

A valid insurance card, vehicle registration, and an "accident reporting procedures" card shall be carried in the vehicle at all times. Copies of these documents can be obtained from the Purchasing Department. In the event of an accident, immediately notify your supervisor or Director, the IOC, and follow the procedures outlined in the "accident reporting procedures" card.

It is the driver's responsibility to notify any state and/or local agency of the accident and to file the appropriate written report as required by state law.

Contact Human Resources before discussing an accident with anyone other than the responding officer.

X. SAFE DRIVING HABITS AND VEHICLE SAFETY PRACTICES

District policy has been designed to enforce safe operation of District-owned vehicles and includes the following:

- Overloading and overcrowding a vehicle is prohibited (number of occupants should be equal to or less than the available restraints).
- Do not insist on the right-of-way and assume that the other driver will yield.
- Operate vehicle at a speed appropriate to the road, traffic and weather conditions.
- Secure loose items that may blow out, fall off a vehicle, or cause injury in the event of an accident.
- Prior to operating a vehicle, the driver should walk around the vehicle to look for obstructions.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

- Turn signals should be used for parking, lane changes, and all turns, even in parking lots.

XI. DRIVING RECORD/MOTOR VEHICLE RECORD CHECK

Drivers shall maintain a valid current California driver's license while operating a District issued vehicle.

The District participates in the Employer Pull Notice (EPN) program which enables the District to monitor the driving records of employees who drive for them. This allows the District to monitor employees' driving records as follows:

- Ensure that each driver has a valid driver license.
- Recognize problem drivers or driving behavior.
- Improve public safety.
- Minimize liability.

Every year on the enrollment date, the EPN program automatically generates and mails a driver record when any of the following actions or activities occurs:

- The driver is enrolled in the EPN program.
- When a driver has any of the following actions or activities added to their driver record:
 - Convictions.
 - Failures to appear (FTAs).
 - Accidents.
 - Driver license suspensions or revocations.
 - Any other actions taken against their driving privilege.

XII. MOBILE DEVICE USAGE

The District requires that Drivers practice safe driving habits. Drivers shall not initiate calls while driving a District vehicle and must use a hands-free device or safely pull off the road to take and engage in the call.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

- Hands-free mobile device equipment may be used to answer business related calls while driving if compliant with current applicable local, state, or Federal laws. Devices must meet all legal requirements and positioned as required by law, with no exceptions. Safety must always be first priority. Drivers are to keep these calls brief. If, because of weather, traffic conditions, or any other reason, the employee is unable to concentrate fully on the road, either end the conversation or pull over and safely park the vehicle before resuming the call. Navigation applications on mobile devices may be used for District related business. **They must be programmed before the trip is started, not while the motor vehicle is in operation.**
- E-mail, text, and picture messages may not be read, listened to, or responded to when operating a vehicle.
- Personal calls should be avoided while driving. Such calls should be made during the employee's rest breaks or meal periods.

XIII. ON-ROAD AND OFF-ROAD VEHICLE IDLING

Any vehicle or engine subject to the in use off-road diesel regulation or in use on-road diesel regulation may not idle for more than 5 consecutive minutes. This applies to all self-propelled diesel-fueled vehicles greater than or equal to 25 horsepower that were not designed to be driven on-road. Examples of off-road vehicles include backhoes, skip loaders, forklifts, trenchers, and similar types of equipment.

Idling off-road diesel vehicles for more than 5 minutes is allowed under the following conditions:

- When queuing
- To verify that the vehicle is in safe operating condition.
- For testing, servicing, repairing, or diagnostic purposes.
- Idling necessary to accomplish work for which the vehicle was designed such as operating a crane.
- Idling required to bring the machine system to operating temperature.
- Idling to provide air conditioning/heat to ensure the health and safety of the operator.

This policy also applies to all heavy-duty diesel-fueled motor vehicles with a Gross Vehicle Weight Rating (GVWR) greater than 10,000 lbs.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

Idling of on-road heavy duty diesel vehicles for more than 5 minutes is allowed under the following conditions:

- When stuck in traffic.
- When necessary for inspecting or servicing the vehicle.
- When operating a power take-off device (i.e., operating a lift, crane, pump, or other auxiliary equipment).
- When the operator cannot move because of adverse weather conditions or mechanical failure area).
- When the truck's engine meets the optional NOx idling emission standard and is located beyond 100 feet from any residential area.
- When necessary to provide air conditioning/heat to prevent a safety or health emergency.

Gasoline vehicles may be idled in excess of 15 minutes under the following conditions:

- Up to 30 minutes during lunch breaks unless located at a facility with a break room.
- To avoid cases of heat illness, employees may idle gasoline vehicles as needed.

The following idle time standards will be applied in evaluating any proposed disciplinary action.

Idling diesel-powered vehicles more than 5 minutes is not permitted unless allowed under section XV.

Gasoline-powered vehicle is permitted for up to 15 minutes. Idling gasoline-powered vehicles longer than 15 minutes may subject the employee to disciplinary action.

(Pursuant to California Air Resources Board <http://www.arb.ca.gov/noidle>)

XIV. VEHICLE REPLACEMENT AND REQUEST SCHEDULE

The District needs to have a vehicle replacement schedule to ensure that vehicles and equipment are replaced in a timely manner. The plan should be uniformly applied throughout the individual departments of the District.

- The District will run cars, SUVs, and light-duty trucks for a maximum of 10-years or 100,000 miles, whichever comes first.

On medium and heavy-duty trucks, the District will run a 15-year or 100,000-mile replacement schedule.

ADMINISTRATIVE PROCEDURES



APPROVAL DATE October 14, 2021	FINANCE POLICIES	
APPROVED BY: Board of Directors	POLICY TITLE VEHICLE USE AND FLEET REPLACEMENT POLICY	EFFECTIVE DATE October 14, 2021

On trailers or construction equipment, the District will run 20-years or until the unit is outdated, unsafe to operate or no longer used by the District.

- B. When a vehicle is up for replacement, the Purchasing Supervisor will evaluate the condition of the vehicle and will recommend the following actions:
1. Leave the vehicle in service.
 2. Replace the vehicle and move it to the shop equipment pool to be used as a loan vehicle when regular vehicles are in for repair. Equipment pool vehicles also serve as an emergency source of vehicles when departments are expanded.
 3. Replace the vehicle and send it to the surplus auction.
- C. A summary of this action will be reviewed by the General Manager. A report of vehicle disposition will be prepared at the end of each fiscal year that will be presented to the Board of Directors.

This fleet replacement plan incorporates a good check and balance system. The program will be used as a guideline to assist the District in making a decision to replace vehicles and equipment. Under certain circumstances, vehicles and equipment may be left in service for longer periods of time due to additional knowledge of the vehicle history, usage pattern or other key factors outside of the plan listed above.

Any new vehicles requested to be added that will increase the size of the fleet will be addressed at each Fiscal Year during the budget preparation process. The Department requesting a new vehicle added will be required to provide a written justification for the request which at a minimum will answer the following questions:

- What will be the use of the requested vehicle?
- How is staff currently performing the use without it?
- What is the Make and Model of the requested vehicle?
- What is the approximate cost of the new vehicle?

The General Manager, or Designee, will review the written justification and if in agreement with adding the vehicle recommend it to the Board of Directors for approval during the budget at each Fiscal Year.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: RATIFY EXPENDITURES FOR TREATMENT SLUDGE DISPOSAL

BACKGROUND:

The West Valley Water District (District) has operated the Oliver P. Roemer Water Treatment Facility (ORP) since 1995. The ORP generates semi-solid and liquid waste, including sludge. The District has been disposing treatment sludge at District's facilities (Roemer Vacant Lot and Lord Ranch sites) since 1995. As the ORP is being expanded, more treatment sludge will be generated. District staff submitted a Report of Waste Discharge (ROWD) to the Santa Ana Regional Water Quality Control Board (RWQCB) on April 13, 2021, requesting approval to dispose of water treatment sludge at District's facilities.

Pursuant to California Code of Regulations, Title 27, section 20220c, water treatment sludge is classified as a nonhazardous solid waste and may be disposed of at nonhazardous class III landfills that are equipped with a leachate collection and removal system. The disposal areas of the District's sites are not designed and constructed for water treatment sludge disposal; therefore, the RWQCB cannot issue a permit for disposal of water treatment sludge at District's facilities.

The District will be disposing of water treatment sludge at a permitted, composited-lined nonhazardous class III landfill equipped with a leachate collection and removal system, perform and submit a report of reconnaissance surveys of the current and all previous sludge disposal areas to assess the lateral and vertical extents of the sludge disposal limits and the estimated quantity of sludge disposed at each location, and submit a waste sampling and analysis plan to the RWQCB.

DISCUSSION:

RWQCB has since ordered the District remove all old sludge currently at the Roemer Vacant Lot and Lord Ranch sites by October 1, 2021. Due to the tight deadline, the cleanup project needs to occur promptly and to wait for the Request for Bids (RFP) results and for Board of Director's authorization might risk missing the completion deadline. District staff obtained three informal bid quotations to haul and dispose sludge from these sites to a Class III landfill.

See bid results below:

Bidder	Bid Amount
Mike Roquet Construction Inc.	Lord Ranch - \$98.03/ton

	Roemer Vacant Lot - \$85.86/ton
KVAC Environmental	Lord Ranch - \$120/ton Roemer Vacant Lot - \$120/ton
EL-CO Contractors, Inc.	Lord Ranch - \$170/ton Roemer Vacant Lot - \$170/ton

It was initially estimated that approximately 1,500 tons of old sludge had to be hauled. Mike Roquet Construction Inc. provided the lowest cost to haul and dispose sludge by weight, 1,500 tons at \$133,614.68. District staff brought this issue to the attention of the Engineering and Planning Committee on August 11, 2021 and informed the committee that to comply with the RWQCB order and to avoid fines and penalties, the project needs to complete promptly and to wait for Board of Director's authorization might risk missing the deadline. The committee members agreed that staff needs to proceed with the cleanup and to bring back the final cost upon project completion to the Board of Directors for ratification at the next Board meeting. The first invoice in the amount of \$107,969.80, which has been paid, includes the removal and disposal of 1,257.51 tons of sludge from the Roemer Vacant lot. The second and third invoice, totaling \$63,517.57, includes the hauling and disposing of 597.76 tons of sludge from the Lord Ranch site and demolishing an abandoned concrete structure previously used for recharge in 2010 at the Roemer Vacant lot site. Staff recommends that the Board of Directors ratify the award of the work and the payment of the first invoice and authorize payment on the remaining two invoices. All three invoices are attached as Exhibit A. The total project cost is \$171,787.37.

A total of 1,855.27 tons of old sludge have been removed from District facilities and hauled to the landfill.

FISCAL IMPACT:

This item is not included in the Fiscal Year 2021/22 Operating Budget but will be funded from Account Number 100-5390-525-5317 titled "Professional Services/Sludge Disposal" with a budget of \$300,385.32.

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:jc

ATTACHMENT(S):

1. Exhibit A - Invoices

EXHIBIT A



Invoice

Date	Invoice #
8/27/2021	21-0099

PO Box 539
 Highland, CA 92346
 mike@mrci-const.com
 (951) 453-2844

Job Location
Roemer Treatment Facility 3010 N. Cedar Ave Rialto

Bill To
West Valley Water Dist. PO Box 920 Rialto, CA 92377 Attn: Accounts Payable

Terms	Job Completion Date	Job #
Net 30		0811-21

Description	Unit Price	Amount
ROEMER TREATMENT FACILITY Remove sludge from water treatment plant 1257.51 tons @ \$85.86/ton		107,969.80

	Total	\$107,969.80
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Make all checks payable to Mike Roquet Construction, Inc
THANK YOU FOR YOUR BUSINESS!



Invoice

Date	Invoice #
9/13/2021	21-0110

PO Box 539
 Highland, CA 92346
 mike@mrci-const.com
 (951) 453-2844

Job Location	RECEIVED M. Blount SEP 21 2021
Lord Ranch (Pepper St.)	

Bill To
West Valley Water Dist. PO Box 920 Rialto, CA 92377 Attn: Accounts Payable

Terms	Job Completion Date	Job #
Net 30	9/10/21	0811-21

Description	Unit Price	Amount
Lord Ranch (Pepper St.) Remove Sludge from slope in basin 597.76 tons @ 98.03/ton Vendor# _____ PO# _____ GL CODE _____ Proj# <u>P17060</u> GL CODE _____ Proj# _____ APPROVAL _____		58,598.41

	Total	\$58,598.41
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Make all checks payable to Mike Roquet Construction, Inc
THANK YOU FOR YOUR BUSINESS!



Invoice

PO Box 539
 Highland, CA 92346
 mike@mrci-const.com
 (951) 453-2844

Date	Invoice #
9/10/2021	21-0109

Bill To
 West Valley Water Dist.
 PO Box 920
 Rialto, CA 92377
 Attn: Accounts Payable

Job Location
 Roemer Treatment Facility
 3010 N. Cedar Ave.
 Rialto

RECEIVED
M. Blount
SEP 21 2021

Terms	Job Completion Date	Job #
Net 30	9/10/21	0811-21

Description	Unit Price	Amount
DEMO AND HAUL OFF CONCRETE BOX: P.O.# 22-0089		
Loader 6hrs @ 175.00/hr		1,050.00
Skidsteer w/breaker 6hrs @ 175.00/hr		1,050.00
Dump Truck 6hrs @ 110.00/hr		660.00
Labor 6hrs @ 95.00/hr		570.00
Dump Fees (County Landfill- Steel & Sludge)10.14 tons @ 60.00/ton		608.40
Dump Fees (Agua Mansa Landfill -Concrete Only 2 loads @ 300.00/load		600.00
15% Overhead & Profit		680.76

VENDOR# _____ PO# _____
 GL CODE _____ Proj# P17060
 GL CODE _____ Proj# _____
 APPROVAL _____

| **Total** \$5,219.16

Make all checks payable to Mike Roquet Construction, Inc
THANK YOU FOR YOUR BUSINESS!

HUNT ORTMANN PALFFY NIEVES
DARLING & MAH, INC.
301 N. LAKE AVE
7TH FLOOR
PASADENA, CA 91101
(626) 440-5200

WEST VALLEY WATER DISTRICT
Attn: Accounts Payable
P.O. BOX 190
RIALTO, CA 92377

September 13, 2021

Account # 7473.002
Invoice # 89593

In Reference to: Contracts

FOR PROFESSIONAL SERVICES RENDERED THROUGH 08/31/2021 SUMMARY OF FEES AND COSTS:

Total Fees:	\$8,837.50
Total Costs:	\$0.00
<u>Total Balance Due</u>	<u>\$8,837.50</u>



IVIE McNEILL WYATT
PURCELL & DIGGS

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

**Invoice No: 745208
Dated: September 30,
2021
File No: 8007-005
File Name: Davis v WWWD**

FOR PROFESSIONAL SERVICES

Total Fees: \$992.50



IVIE McNEILL WYATT
PURCELL & DIGGS

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

**Invoice No: 745209
Dated: 09/30/2021
File No: 8007007
File Name: Romero v WWWD**

FOR PROFESSIONAL SERVICES

Total Fees:	\$ 3,170.00
Total Costs:	<u>2,545.87</u>
	\$5,715.87



October 4, 2021

VIA E-MAIL ONLY

EMAIL ADDRESS: vjew@wvwd.org

Van Jew
Assistant General Manager
West Valley Water District
855 W. Baseline Road
Rialto, CA 92376

Re: Confidential Personnel Matter – Invoice No. 21-03

INVOICE SUMMARY - Our itemized invoice is attached hereto. The itemized invoice is *Confidential-Attorney-Client Privilege and not a public record*. This Invoice Summary is a public record.

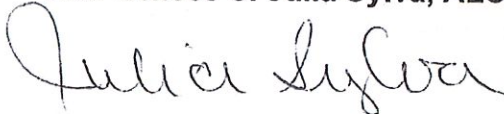
Billing Period: September 1, 2021 to September 30, 2021

Legal Fees:	\$2,098.00
Costs:	\$ 70.00
Total Fees and Costs:	\$2,168.00

Please contact me if you have any questions. Thank you for the opportunity to be of service to the you and the West Valley Water District. Prompt payment is appreciated.

Sincerely,

Law Offices of Julia Sylva, ALC



Julia Sylva
President/CEO

Enclosure



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: October 14, 2021
TO: Board of Directors
FROM: Shamindra Manbahal, General Manager
SUBJECT: EXECUTIVE COACHING AND STRATEGIC PLANNING

BACKGROUND:

Staff is seeking to facilitate an executive team building program along with a strategic planning process for the West Valley Water District. The plan serves as a guide for our work in the coming three to five years.

DISCUSSION:

Staff has contracted with Greg Larson who has 35 years of experience in leading, managing and supporting public and educational organizations. He will facilitate both an executive team building program along with a strategic planning process for the West Valley Water District. Combining these two important projects will create both efficiencies as well as improved coordination and overlap between the projects.

Both endeavors are particularly important for the West Valley Water District (District) at this time in its evolution with new leadership and staffing, as well as having established a strong operational and financial foundation for the future. We believe that this plan builds upon our recent accomplishments and sets ambitious, achievable goals to guide us in meeting our paramount mission: to serve the public.

This project will begin in mid-October with the executive team building and coaching effort. It would be followed closely in November/December with the launch of the Board strategic planning process to conclude by early 2022, in advance of the District's next budgeting cycle. This schedule could be adjusted earlier or later as necessary to meet the needs of the District.

Staff recommends we embark on a mission to examine our current mission, values, and achievements.

FISCAL IMPACT:

The cost associated with this project is \$22,900 for Fiscal Year (FY) 2021/22, which are included in the current budget through training allocations

STAFF RECOMMENDATION:

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

Respectfully Submitted,

Shamindra Manbahal

Shamindra Manbahal, General Manager

SM:hs

ATTACHMENT(S):

1. Copy of WVWD-TeamStratPlan-DetailedScheduleDRAFT-ACCELERATED

West Valley Water District

(DRAFT #2 - 9/29/2021)

WEEK OF	MEETINGS	DELIVERABLES	OTHER (Holidays and Board meetings)
27-Sep	Launch	Schedule, Document request	
4-Oct		Strategic Plan Overview	10/7 Board meeting cancelled
11-Oct		E-Team Interviews Guide	10/14 Board special meeting
18-Oct	E-Team Interviews		1/21 Board regular meeting
25-Oct	E-Team Retreat	E-Team Retreat PowerPoint	Likely 10/29 ; Halloween Sun. Oct. 31
1-Nov		E-Team Retreat Summary	11/4 Board regular meeting
8-Nov		Board Materials Packet	Veterans Day Thurs., Nov. 11
15-Nov	Board Interviews		11/18 Board regular meeting
22-Nov			Thanksgiving, Thurs.-Fri., Nov. 25-26
29-Nov		Board Interviews Summary	12/2 Board regular meeting
6-Dec	Board Retreat	Board Retreat PowerPoint	Likely Fri./Sat., Dec. 9/10
13-Dec		Board Retreat Summary	12/16 Board regular meeting
20-Dec			Christmas Eve/Day, Fri./Sat, 12/24-25
27-Dec			New Years Eve/Day, Fri./Sat., 12/31-1/1
3-Jan			1/6 Board regular meeting - Cancel?
10-Jan		Draft Strategic Plan	Possible earlier presentation, if ready
17-Jan	1/20 Board Meeting	Board Meeting PowerPoint	MLK Holiday; 1/20 Board regular meeting
24-Jan		Final Strategic Plan	
31-Jan			
7-Feb			
14-Feb			2/17 Board regular meeting
21-Feb			
28-Feb			
7-Mar			
14-Mar			
21-Mar			
28-Mar			