



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

BOARD MEETING
AGENDA

THURSDAY, APRIL 4, 2019
CLOSED SESSION - 6:00 PM • OPEN SESSION 6:30 PM

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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

CONSENT CALENDAR

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

Consideration of:

1. March 7, 2019 Regular Board Meeting Minutes.
2. March 9, 2019 Board Workshop Meeting Minutes.
3. March 13, 2019 Special Board Meeting Minutes.
4. Receive and File February 2019 Cash Disbursements Report.

BUSINESS MATTERS

Consideration of:

5. Consider Termination of Professional Services Agreement with Rogers, Anderson, Malody & Scott.
6. Approval of payment to Varner & Brandt, LLP for professional services rendered in February 2019, Account No. 23767-000M: \$4,354.41.
7. Request Issuance of Emergency Contracts to Pre-Approved Vendors to Rehabilitate, Lower, and/or Add Treatment Systems to Groundwater Wells.
8. United Technology Corporation Deposits Transfer to Chase General Government Checking Bank Account.
9. Transfer Settlement Payment to Local Agency Investment Fund and Capital Improvement Program Restricted Fund/Account Request.

INFORMATION

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

- **Board Members**
- **Legal Counsel**
- **General Manager/Staff**
 - ❖ 1,597 days without a "Loss Time" claim.

UPCOMING MEETINGS

- April 8, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- April 8, 2019 - West Valley Water District External Affairs Committee Meeting at 6:20 PM at the District Headquarters
- April 9, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:00 PM at the District Headquarters
- April 10, 2019 - West Valley Water District Engineering and Planning Committee Meeting at 6:00 PM at the District Headquarters
- April 13, 2019 - West Valley Water District "Earth Day" event at 10:00 AM - 1:00 PM at the Roemer Treatment Plant
- April 15, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by the Mojave Water Agency at El Pescador Seafood and Mexican Grill in Victorville, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM.
- April 18, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (Closed Session at 6:00 PM) at the District Headquarters
- April 19, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- April 20, 2019 - City of Rialto "2019 Earth Day Celebration" at 7:30 AM - 12:00 PM at the Public Works Yard located at 246 S. Willow Avenue in Rialto, CA

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Matthew Litchfield v. Clifford Young et al Case No. CIV DS 1904733

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 April 1, 2019.



Crystal L. Escalera, Board Secretary

Please Note:

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

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

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

Attendee Name	Present	Absent	Late
Board of Directors			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melissa Blount	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Consultant(s)			
Robert Katherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

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

WVWD

Minutes: 3/7/19

ADOPT AGENDA

General manager, Clarence Mansell, requested to add two Emergency Items to the agenda before the agenda was adopted. The two items were resolutions that would allow the district to apply for grants. The deadline to apply for the grants would occur before the next Board of Directors meeting, creating the emergency to add them on the current agenda. President Dr. Taylor motioned to add the items under “Business Matters” as Item No. 19 and No. 20. Director Dr. Young second the motion which passed unanimously.

• ADD TWO EMERGENCY ITEMS THE AGENDA UNDER BUSINESS MATTERS AS NO. 19 AND NO. 20 AS FOLLOWS:

- No. 19) Resolution 2019-2 In Support of Filing an Application Within the United State Bureau of Reclamation (Reclamation) for a Grand Under the Water and Energy Efficiency Grant for the Fiscal Year 2019
- No. 20) Resolution 2019-3 In Support of Filing an Application Within the United States Bureau of Reclamation (Reclamation) for a Grant Under the Water Smart Drought Response Program; Drought Resiliency Projects Grants for Fiscal Year 2019

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

• ADOPT AGENDA

Following the addition of the two emergency items, President Dr. Taylor motioned to adopt the agenda which was second by Director Greg Young. The vote passed unanimously.

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

PUBLIC PARTICIPATION

Comments were made by Don Griggs on behalf of Mr. Hardy Brown to the Board of Directors.

CONSENT CALENDAR

1. FEBRUARY 7, 2019 REGULAR BOARD MEETING MINUTES

Director Greg Young motioned to adopt the consent calendar which was second by vice president, Kyle Crowther. There was no discussion of the items by the board directors. The motion passed by the following vote:

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

2. RECEIVE AND FILE JANUARY 2019 CASH DISBURSEMENTS REPORT

Director Greg Young motioned to adopt the consent calendar which was second by vice president, Kyle Crowther. There was no discussion of the items by the board directors. The motion passed by the following vote:

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

3. RECEIVE AND FILE JANUARY 2019 PURCHASE ORDER REPORT

Director Greg Young motioned to adopt the consent calendar which was second by vice president, Kyle Crowther. There was no discussion of the items by the board directors. The motion passed by the following vote:

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

BUSINESS MATTERS

4. UPDATE AND AMEND WEST VALLEY WATER DISTRICT COMMITTEE LIST

General Manager Clarence Mansell briefing the Board on the West End Development Treatment Conservation and Joint Powers Authority committee. This organization was established in 1989 between the cities of San Bernardino, Colton, Rialto and the West Valley Water District and has been dormant. Mr. Mansell recommended the Board to reactivate the West Valley Water Districts involvement with the committee by selecting a representative for the district. President Taylor volunteered to serve on this committee with Vice President Kyle Crowther. A vote was taken following this discussion. The Directors then discussed the San Bernardino Valley Water District Advisory Commission committee. President Dr. Taylor recommended Director Greg Young as the main representative and Director Don Olinger as an alternate. A vote was also taken following the discussion. The Engineering and Planning Committee name was then discussed. Mr. Mansell suggested to the Board to change the name of the "Engineering and Planning" committee to "Engineering, *Operations* and Planning" to better describe the nature of the committee. The Directors agreed to the suggestion and voted to change the name. However, upon reviewing the audio recording of this meeting it was discovered that a second was not made for the first vote. It was decided by the Board to bring the committees list back for approval at the March 21, 2019 meeting to correct this error.

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5. CALPERS REVIEW OF MEMBER PAYRATES

Items No. 5, 6, 13 and 14 were taken in one vote with no discussion. President Dr. Taylor motioned to pass the items, second by Director Greg Young. The motion passed by the following vote:

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

6. SERVICESKILLS - EMPLOYEE TRAINING

Items No. 5, 6, 13 and 14 were taken in one vote with no discussion. President Dr. Taylor motioned to pass the items, second by Director Greg Young. The motion passed by the following vote:

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

7. APPROVAL OF A FY 2018-19 BUDGET AMENDMENT TO ALLOCATE A \$95,000 REFUND FROM COLTON PUBLIC UTILITIES TO A NEW BUDGET DEPARTMENT NAMED "HYDROSTEM" FOR SUPPORTING EDUCATION, SCHOLARSHIP AND SPONSORSHIP ACTIVITIES.

General Manager, Clarence Mansell presented the staff report to the Board of Directors. Director Dr. Young inquired if approval of the item meant the West Valley Water District would create a STEM program or if it would support existing STEM programs being offered by the school districts. Mr. Mansell clarified that the district will be supporting existing STEM programs in our local communities. Director Dr. Young then motioned to approved the item following Mr. Mansell's response. Director Olinger expressed his support of the program and second the motion. The Board approved this item unanimously.

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

8. CONSIDER A CIP BUDGET AMENDMENT TO IMPLEMENT A COMPUTERIZED MAINTENANCE MANAGEMENT SYSTEM (CMMS) UTILIZING MAXIMO SOFTWARE

Director Greg Young inquired about the process used to select the Maximo software. Discussion ensued with Director Dr. Young, Director Greg Young and Mr. Mansell. Mr. Mansell informed the Board that the software is a sole-source software. Director Dr. Young asked if the item could be delayed until the sole-source justification could be reviewed however, Mr. Mansell informed Director Dr. Young that the software was already being implemented. Director Dr. Young expressed concern to the Board regarding the RFP (Request For Proposal) process and informed them that he would be voting "No" as a result. Following this discussion,

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President Dr. Taylor motioned to pass the item and Vice President Kyle Crowther second the motion. The item passed 4-1 as follows.

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

9. CONSIDER TASK ORDER NO. 2 FOR LOS ANGELES COUNTY PUBLIC SAFETY AND SECURITY SERVICES, LLC, TO PROVIDE DETAILED SAFETY & SECURITY SERVICES

Assistant General Manager, Ricardo Pacheco, delivered the staff report to the Board of Directors. Mr. Pacheco mentioned there are several grants the district cannot apply for without a Hazardous Mitigation Plan and the contract will allow the vendor to create one for the district. Director Dr. Young then inquired about the vendor selection process and discussion ensued. Following this discussion Director Olinger inquired what the deadlines for the grants were and how the grants would be effected if the contract was delayed. Mr. Pacheco asked if the Board could come back to this item while he looked for the deadlines requested by Director Olinger. President Dr. Taylor agreed to this request and moved to Item No. 10. Following the vote for Item No. 10 the Directors returned to vote on this contract. President Dr. Taylor felt the item was justified and motioned for approval. Vice President Kyle Crowther second the motion and the following vote was recorded:

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

10. CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 2 FOR ROGERS, ANDERSON, MALODY & SCOTT, LLC (RAMS) TO CONDUCT MID-YEAR FINANCIAL AUDITS.

Director Greg Young requested this item to be taken as a separate consideration and discussion. Director Dr. Young began the discussion by disclosing his relationship with Don Rodgers who started the firm Rogers, Anderson, Malody and Scott, LLC (R.A.M.S.). Director Young commented that Mr. Rogers is a known contributor to his political campaigns and is no longer associated with R.A.M.S. He also informed the public that Mr. Rogers retired 8 years ago. Following this statement Director Dr. Young motioned to approve the contract which was second by Director Olinger. Director Greg Young abstained from the vote which passed as follows:

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

11. CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 2 FOR MV CHENG & ASSOCIATES, INC.

Director Dr. Young requested to take Item No. 11 and No. 12 together. Discussion began by Director Dr. Young inquiring with the General Manager on the selection process used to award this vendor. General Manger, Clarence Mansell responded to this question and discussion ensued regarding the selection process and the district procedures. Following the discussion, Director Dr. Young raised concern with section 19.1 “Hiring of Consultant’s Associates and/or Subcontractors” on page 12 of the proposed contract. He felt the language used would result in the district being required to hire one of the vendor’s employees. Director Olinger inquired with General Counsel if the language in question would commit the district to hiring the vendor’s employee. General Counsel, Robert Tafoya, agreed with Director Dr. Young’s assessment of the language although he did not believe that was the intent of the contract. After hearing Mr. Tafoya’s opinion on the matter Mr. Mansell proposed the Board remove section 19.1 of page 12 and to approve the two items. President Dr. Taylor agreed with the proposal and motioned to pass Items No. 11 and 12 with the stipulation of removing section 19.1 of page 12 from the contract. Vice President Kyle Crowther second the motion and the following vote was taken:

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

12. CONSIDER A BUDGET AMENDMENT FOR TASK ORDER NO. 3 FOR MV CHENG & ASSOCIATES, INC.

Director Dr. Young requested to take Item No. 11 and No. 12 together. Discussion began by Director Dr. Young inquiring with the General Manager on the selection process used to award this vendor. General Manger, Clarence Mansell responded to this question and discussion ensued regarding the selection process and the district procedures. Following the discussion, Director Dr. Young raised concern with section 19.1 “Hiring of Consultant’s Associates and/or Subcontractors” on page 12 of the proposed contract. He felt the language used would result in the district being required to hire one of the vendor’s employees. Director Olinger inquired with General Counsel if the language in question would commit the district to hiring the vendor’s employee. General Counsel, Robert Tafoya, agreed with Director Dr. Young’s assessment of the language although he did not believe that was the intent of the contract. After hearing Mr. Tafoya’s opinion on the matter Mr. Mansell proposed the Board remove section 19.1 of page 12 and to approve the two items. President Dr. Taylor agreed with the proposal and motioned to pass Items No. 11 and 12 with the stipulation of removing section 19.1 of page 12 from the contract. Vice President Kyle Crowther second the motion and the following vote was taken:

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

13. CONSIDER SOLE SOURCE PURCHASING OF ROTORK ACTUATORS AND PLANT VALVES FOR THE OLIVER P. ROEMER WATER TREATMENT FACILITY

Items No. 5, 6, 13 and 14 were taken in one vote with no discussion. President Dr. Taylor motioned to pass the items, second by Director Greg Young. The motion passed by the following vote:

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

14. CONSIDER AN AGREEMENT WITH MERLIN JOHNSON CONSTRUCTION, INC. FOR WATER VALVE REPLACEMENT PROJECT

Items No. 5, 6, 13 and 14 were taken in one vote with no discussion. President Dr. Taylor motioned to pass the items, second by Director Greg Young. The motion passed by the following vote:

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

15. CONSIDER AN AGREEMENT FOR THE TRAILERS WITH PACIFIC MOBILE STRUCTURES FOR THE CUSTOMER SERVICE FOYER RENOVATION PROJECT CONSTRUCTION

Director Greg Young requested to take this item as a separate consideration and for his concern of the increasing cost to be recorded. Director Greg Young was initially a strong proponent for the project but has since raised concern for the increasing cost of the project. He mentioned the construction cost and rental of temporary trailers to place staff in during the construction were not included in the original budget and although the renovation is necessary, the cost may outweigh the necessity at the moment. Following Director Greg Young's remarks, President Dr. Taylor asked if any other Directors wanted to make any further comments. Seeing none, President Dr. Taylor then motioned to approve the item which was second by Vice President Kyle Crowther and the motioned passed as follows:

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

16. APPROVAL OF TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF DECEMBER 2018; INVOICE NO. 18-1012: \$29,923.20

There was no discussion regarding this item. President Dr. Taylor motioned for approval of the invoice and Vice President Kyle Crowther second. Directors Dr. Clifford Young and Greg Young Abstained from the vote which passed as follows:

RESULT:	APPROVED [3 TO 0]
MOVER:	Michael Taylor, President
SECONDER:	Kyle Crowther, Vice President
AYES:	Michael Taylor, Kyle Crowther, Donald Olinger
ABSTAIN:	Clifford Young, Gregory Young

17. REQUEST TO RECLASSIFY DISTRICT ENGINEER TO ASSISTANT GENERAL MANAGER (CAPITAL IMPROVEMENT PROGRAM)

Director Greg Young asked to take this item for a separate discussion to verify the number of Associate General Manager in the district. Director Greg Young confirmed with Mr. Mansell that reclassifying the District Engineer position would bring the number of Associate General Managers in the district to three (currently Ricardo Pacheco is in one position and the second position is vacant). Director Greg Young also commented that he understands the district is in dire need of a District Engineer and the reclassification may increase the number of prospective applicants. No further discussion was had. President Dr. Taylor motioned to pass the item which was second by Vice President Crowther and the motion passed unanimously.

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

18. CONSIDER AN AGREEMENT WITH LEE & KAUFMAN FOR PERSONNEL ISSUES.

Director Dr. Young requested to take this item as a separate vote. He also requested to record the firm had already started work and the Board was approving the contract retroactively. President Dr. Taylor motioned to approve the item and Vice President Kyle Crowther second the vote. The motion passed 3-1-1 with Director Greg Young abstaining from the vote.

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

19. RESOLUTION 2019-2 IN SUPPORT OF FILING AN APPLICATION WITHIN THE UNITED STATE BUREAU OF RECLAMATION (RECLAMATION) FOR A GRAND UNDER THE WATER AND ENERGY EFFICIENCY GRANT FOR THE FISCAL YEAR 2019

Director Dr. Young inquired what the amounts of the grants being applied for were and what the matching funds of each grant would be. Associate General Manager, Ricardo Pacheco, informed the Board that the grants ranged from \$300,000 to \$1,500,000 and have a matching fund component. The Directors then discussed the matching funds needed if awarded each grant. Mr. Pacheco clarified that the resolutions being presented only allowed the district to apply for the grants and once the grants were approved, they would be brought back to the Board to approve the matching funds. President Dr. Taylor motioned to approve the resolutions with the caveat if there is language in the grant that commits the district to match funds, that it be brought back to the Board for approval. Director Greg Young made a friendly amendment to also have legal counsel work with the staff to ensure this stipulation is met. President Dr. Taylor accepted the amendment and Director Greg Young second the motion. Items No. 19 and No. 20 passed with the following vote:

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

20. RESOLUTION 2019-3 IN SUPPORT OF FILING AN APPLICATION WITHIN THE UNITED STATES BUREAU OF RECLAMATION (RECLAMATION) FOR A GRANT UNDER THE WATER SMART DROUGHT RESPONSE PROGRAM; DROUGHT RESILIENCY PROJECTS GRANTS FOR FISCAL YEAR 2019

Director Dr. Young inquired what the amounts of the grants being applied for were and what the matching funds of each grant would be. Associate General Manager, Ricardo Pacheco, informed the Board that the grants ranged from \$300,000 to \$1,500,000 and have a matching fund component. The Directors then discussed the matching funds needed if awarded each grant. Mr. Pacheco clarified that the resolutions being presented only allowed the district to apply for the grants and once the grants were approved, they would be brought back to the Board to approve the matching funds. President Dr. Taylor motioned to approve the resolutions with the caveat if there is language in the grant that commits the district to match funds, that it be brought back to the Board for approval. Director Greg Young made a friendly amendment to also have legal counsel work with the staff to ensure this stipulation is met. President Dr. Taylor accepted the amendment and Director Greg Young second the motion. Items No. 19 and No. 20 passed with the following vote:

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

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

- **Board Members**

- Director Dr. Young requested the audio of the Board meeting from the past four months which generated a discussion of the audio recordings access by the public. Director Greg Young requested to add an item to the next agenda to approve posting the audio recording of each meeting to the website following the meeting. President Dr. Taylor agreed to add this item to the March 21, 2019 meeting. Director Dr. Young also asked if the Mid-Year Budget could be delayed to allow time to review the financial information provided by staff. Mr. Tafoya informed President Dr. Taylor that the items for the workshop are listed under "Business Matters" however a vote does not need to be taken. This would allow the Directors to review the items and to bring them back to a later Board meeting for approval which satisfied the Directors.
- Director Greg Young commented on his appreciation for the rain.
- Director Don Olinger thanked the public in attendance and also commented that he felt the audio recordings availability to the public would help increase the districts transparency.

- **Legal Counsel**

- No report.

- **General Manager**

- No report.

CLOSED SESSION

The report from Closed Session was given following Public Participation. The Board voted 3-2 to terminate the Chief Financial Operator. The "No" votes included Directors Dr. Clifford Young and Greg Young. A second vote was taken to allow the General Manager discretion to hire an Interim Chief Financial Officer while he searched for additional candidates for the position of Chief Financial Officer to be reviewed by the Board. The vote was also 3-2 with the "No" votes including Directors Dr. Clifford Young and Greg Young. No further action was taken.

- **CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION** Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381
- **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: One (1)

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

ADJOURN

The meeting was adjourned at 8:00 PM

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 3/7/19

MINUTES
BOARD WORKSHOP
of the
WEST VALLEY WATER DISTRICT
March 9, 2019

CALL TO ORDER

The meeting was called to order at 10:10 AM by President Michael Taylor

Attendee Name	Present	Absent	Late	Arrived
Board of Directors				
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Staff				
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ricardo Pacheco	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	10:19 AM
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Naseem Farooqi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nadia Loukeh	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Joe Schaack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Consultant(s)				
Robert Katherman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

OPENING CEREMONIES

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

WVWD

Minutes: 3/9/19

ADOPT AGENDA

President Dr. Taylor motioned to adopt the agenda as presented. Vice President Kyle Crowther second the motion and the agenda was adopted by the following vote:

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

PUBLIC PARTICIPATION

There was no public participation.

BUSINESS MATTERS

1. RESOLUTION 2019-1 PROVIDING FOR THE CREATION OF THE WATER SUPPLY RELIABILITY 2025 PROGRAM

General Manger, Clarence Mansell, briefed the Board of Directors on the purpose of the resolution and need to create a water supply reliability plan. Following his report, the district's Engineering Manager, Linda Jadeski gave a presentation to the Board of Directors regarding the current water supply for the district. The Directors discussed in length the statues of several water wells and agreed with the recommendation to create a plan for a reliable water supply. The Directors then moved the conversation to the verbiage used in the resolution and instructed the General Manager to continue working with the staff on the verbiage as discussed. No further action was taken.

A 10-minute recess was called by President Dr. Taylor at 11:10 AM. No vote was taken regarding this item.

2. Fiscal Year 2018-19 Budget Review.

The Board of Directors consented to work through the scheduled lunch break and took a short 10-minute recess at 11:50 AM instead.

General Manger, Clarence Mansell, presented an overview of the mid-year budget to the Board of Directors. After this report was given, Director Dr. Young strongly recommended the Board to table the discussion of the organizational chart being presented and to bring it back to the Board as a closed session item. The Directors then engaged in a short discussion regarding this request. President Dr. Taylor felt a Special meeting would be in order due to the urgency of the organizational charts relation to the mid-year budget. As a result, he called a Special Meeting to be scheduled as soon as possible. The Directors discussed their availability and agreed to move the Engineering and Planning Committee Meeting to March 14, 2019 and to schedule the Special Board meeting on March 13, 2019 at 6:00 PM instead. Vice President Kyle Crowther also requested to have the General Manager prepare a staff report for this item to be presented at the Special Board meeting to which Mr. Mansell agreed.

WVWD

Minutes: 3/9/19

No further discussion was had regarding the budget and no vote was taken for this item.

ADJOURN

President Dr. Taylor adjourned this meeting at 12:20 PM.

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

ATTEST:

Crystal L. Escalera, Board Secretary

MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
March 13, 2019

Attendee Name	Present	Absent	Late
Board Members			
Michael Taylor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kyle Crowther	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Donald Olinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Clifford Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Robert Tafoya	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Clarence Mansell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ricardo Pacheco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lanita McCauley-Bates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deborah Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Crystal L. Escalera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

OPENING CEREMONIES

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

WVWD

Minutes: 3/13/19

ADOPT AGENDA

- **ADDITION OF "REPORTS" SECTION TO THE AGENDA**

President Dr. Taylor motioned to add a "Reports" section to the agenda at the request of General Manager, Clarence Mansell. This section will allow the staff and General Manager to give reports to the Directors and does not include any items to be voted on. Director Dr. Young second the motion and the following vote was taken.

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

- **TABLE ITEMS NO. 1 THROUGH NO. 12 TO THE NEXT REGULAR BOARD MEETING ON MARCH 21, 2019 AND TO CONSIDER ITEM NO. 13 ONLY**

President Dr. Taylor motioned to adopt the agenda as presented however, Director Greg Young made a substitute motion to table all the items on the agenda and to bring them back to the Board at the next Regular Board meeting on March 21, 2019 in order to give the Directors and the public more time to review the agenda. Following this statement, Director Olinger questioned if there were any items on the agenda that may be deemed "Emergency Items." The Directors then engaged in a discussion and determined Item No. 13 to be the only item to meet this criterion. Director Greg Young amended his substitute motion to exclude Item No. 13. Director Dr. Young second the the motion which passed as follows:

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

PUBLIC PARTICIPATION

There was no public participation.

BUSINESS MATTERS

1. **APPROVAL OF VARNER & BRANDT, LLP FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF DECEMBER 2018; INVOICE ACCT NO.: 23767-000M; \$612.50**

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

WVWD

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2. APPROVAL OF LEAL TRJO, APC FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF DECEMBER 2018; INVOICE NO. 17375: \$15,349.47

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

3. APPROVAL OF LEAL TRJO, APC FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF JANUARY 2019; INVOICE NO. 17406: \$28,122.50

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

4. APPROVAL OF GRESHAM SAVAGE NOLAN & TILDEN FOR PROFESSIONAL SERVICES RENDERED IN THE MONTH OF DECEMBER 2018; INVOICE NO. 352813: \$2,473.51

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

5. APPROVAL OF PAYMENT TO TAFOYA & GARCIA, LLP FOR PROFESSIONAL SERVICES RENDERED IN JANUARY 2018, INVOICE NO. 19-001: \$30,601.20 AND FEBRUARY 2019, INVOICE NO. 19-002: \$36,537.80

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

6. AMENDMENT TO ARTICLE 12 - GROUP MEDICAL, VISION, DENTAL, RETIREMENT PLAN & OTHER BENEFITS

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

7. AMENDMENT OF ARTICLE 9 - VACATION/ADMINISTRATIVE CASH-OUT POLICY

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

8. CONSIDER TASK ORDER NO. 16 WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. FOR CONSTRUCTION INSPECTION SERVICES FOR BLOOMINGTON AREA WATERLINE REPLACEMENT PROJECT PHASE 3A

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

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9. CONSIDER TASK ORDER NO. 3 WITH MICHAEL BAKER INTERNATIONAL FOR CONSTRUCTION MANAGEMENT SERVICES FOR BLOOMINGTON AREA WATERLINE REPLACEMENT PROJECT PHASE 3A

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

10. AUTHORIZATION TO APPROVE CHANGE ORDER NO. 2 FOR THE PERSIMMON PIPELINE REPLACEMENT PROJECT

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

11. CONSIDER WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH CALATLANTIC GROUP, INC.

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

12. RESOLUTION 2019-1 PROVIDING FOR THE CREATION OF THE WATER SUPPLY RELIABILITY 2025 PROGRAM

Items No. 1 through No. 12 were tabled during the adoption of the agenda. These items will be brought back to the Board on March 21, 2019 in order to give the Directors and the public sufficient time to review the agenda items.

13. CONSIDER A CHANGE ORDER INCREASING THE CONTRACT AMOUNT FOR AEROTEK, INC. FOR TEMPORARY LABOR SERVICES

Clarence Mansell reported to the Directors that the increase in Aerotek's contract will provide much needed temporary staff for Operations which has several vacant positions that are in the process of being filled. The Directors had a short discussion following the report and Director Greg Young motioned to pass the item which was second by Vice President Kyle Crowther. Director Dr. Young abstained from the vote which passed as follows:

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

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

- **Board Members**
 - No report
- **Legal Counsel**
 - No report

WVWD

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- **General Manager/Staff**

- Mr. Mansell introduced the new Interim Chief Financial Officer, Lanita McCauley-Bates, to the Board of Directors. Ms. McCauley-Bates made a few remarks to the Board including her qualifications, experience in the water industry, and goals for her time at the district. The Board welcomed Ms. McCauley-Bates to the district.
- Following this introduction, Mr. Mansell called on Naseem Farooqi, Public Affairs Manager, and Telat Yalcin, GIS Coordinator, to give an update on the districting process. Mr. Farooqi was given the lead to ensure the maps approved by the Board were consistent with the maps being approved by the Riverside and San Bernardino County Register's office. Mr. Farooqi, Mr. Mansell and Mr. Yalcin have been reviewing the maps and have discovered a few issues that have been resolved and/or are in the process of being resolved. The inconsistencies were then presented to the Board along with the action taken to correct the issue.

CLOSED SESSION

There was no action taken and no report.

- Personnel Matters Concerning Proposed District Organizational Chart - Pursuant to Government Code Section 54957

ADJOURN

The meeting adjourned at 7:05 PM.

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

ATTEST:

Crystal L. Escalera, Board Secretary

WVWD

Minutes: 3/13/19



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 4, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE FEBRUARY 2019 CASH DISBURSEMENTS
REPORT

BACKGROUND:

Each month, the Accounting Department provides a complete listing of all disbursements for the previous month in an effort to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Board of Directors and ratepayers the opportunity to review expenses for supplies, materials, services, and payroll for review and approval. Payroll is processed bi-weekly and accounts payable is processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

DISCUSSION:

Accounts payable for February 2019 include 198 checks issued from check numbers 74775 through 74972 and 40 electronic fund transfers (EFT) from 3454 through 3493 for a total of \$1,335,398.77. Payroll disbursements for February 2019 total \$677,743.39. Disbursements for February 2019 for both accounts payable and payroll total \$2,013,142.16.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM;jv

ATTACHMENT(S):

1. AP Cash Disbursements Report
2. EFT Payroll Cash Disbursement Report

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

1	74775	VOID	VOID	\$	-
2	74776	ACWA /JPIA	MEDICAL/DENTAL/VISION/EAP	\$	164,199.08
3	74777	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	488.54
4	74778	AKEL ENGINEERING GROUP INC	ENGINEERING SERVICES	\$	2,100.00
5	74779	BABCOCK LABORATORIES, INC.	LAB FEES	\$	300.00
6	74780	BAVCO	REPAIRS & MAINTENANCE	\$	964.93
7	74781	PAUL BECKER	EXPENSE REIMBURSEMENT	\$	144.73
8	74782	TRACI L BROWN	SAFETY BOOTS	\$	130.49
9	74783	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	\$	217.16
10	74784	CEMEX INC	SHOP SUPPLIES	\$	481.43
11	74785	CHANDLER ASSET MANAGEMENT	CONSULTANTS	\$	1,023.96
12	74786	CINTAS CORPORATION	JANITORIAL SERVICES	\$	447.91
13	74787	CITY OF RIALTO	UUTAX	\$	45,223.47
14	74788	COLONIAL SUPPLEMENTAL INSURANCE	EMPLOYEES PAYMENTS	\$	2,887.97
15	74789	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$	314.50
16	74790	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	5,037.40
17	74791	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	241.88
18	74792	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	266.16
19	74793	EMPLOYEE RELATIONS	HR SERVICES	\$	27.85
20	74794	CRYSTAL ESCALERA	EXPENSE REIMBURSEMENT	\$	60.90
21	74795	FAST SERVICE	CUSTOMER SERVICES	\$	331.00
22	74796	FEDEX	MAILING FEES	\$	82.14
23	74797	FONTANA CHAMBER OF COMMERCE	MEMBERSHIP DUES	\$	600.00
24	74798	GRAINGER INC	REPAIRS/MAINTENANCE	\$	228.51
25	74799	ALLAN B HIDALGO	EAL REIMBURSEMENT	\$	318.00
26	74800	HOME DEPOT	REPAIRS/MAINTENANCE	\$	170.81
27	74801	LOWES	REPAIRS/MAINTENANCE	\$	518.84
28	74802	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	2,298.61
29	74803	MUTUAL OF OMAHA INSURANCE COMP	DISABILITY & LIFE INSURANCE	\$	5,462.91
30	74804	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	63.27
31	74805	OLDCASTLE ENCLOSURE SOLUTIONS	INVENTORY	\$	6,714.98
32	74806	PACK N MAIL	CUSTOMER SERVICES	\$	193.00
33	74807	PG MECHANICAL	EQUIPMENT MAINTENANCE	\$	785.00
34	74808	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	432.26
35	74809	RIALTO WATER SERVICES	WATER/SEWER	\$	125.65
36	74810	AL ROBLES	EXPENSE REIMBURSEMENT	\$	22.39
37	74811	SB & RIVERSIDE COUNTIES FIRE EQUIP	SAFETY SUPPLIES	\$	1,224.34
38	74812	SO CALIFORNIA EDISON	SOUTH END SHOP	\$	5,160.05
39	74813	LINDA H.K TSAI	MEDICARE PART B REIMBURSEMENT	\$	804.00
40	74814	LON S TSAI	MEDICARE PART B REIMBURSEMENT	\$	804.00
41	74815	UNITED STATES POSTAL SERVICE	POSTAGE	\$	500.00
42	74816	WATER SYSTEMS CONSULTING INC	ENGINEERING SERVICES	\$	2,055.71
43	74817	WATER WISE PRO TRAINING	MAINTENANCE DEPARTMENT TRAINING	\$	450.00
44	74818	YO FIRE	TOOLS	\$	9,322.79
45	74819	ANGELES, JORGE	CUSTOMER REFUND	\$	44.40
46	74820	BADGER DAYLIGHTING	CUSTOMER REFUND	\$	78.01
47	74821	BANOS ROGER INC.	CUSTOMER REFUND	\$	35.72
48	74822	BLACKMON HOMES INC TR#17957	CUSTOMER REFUND	\$	24.61
49	74823	BURKE, DAVID C.	CUSTOMER REFUND	\$	47.47
50	74824	CARBAJAL, DAVID / MONICA	CUSTOMER REFUND	\$	25.40
51	74825	CASTANEDA, JOSE	CUSTOMER REFUND	\$	88.34
52	74826	CENTURY COMMERCIAL	CUSTOMER REFUND	\$	22.90
53	74827	CORR PRO CO	CUSTOMER REFUND	\$	1,459.90
54	74828	ENRIQUEZ, FRANCISCO	CUSTOMER REFUND	\$	61.04
55	74829	FR 10586 TAMARIND LLC	CUSTOMER REFUND	\$	385.72
56	74830	FRONTIER COMMUNITIES	CUSTOMER REFUND	\$	96.93
57	74831	FURLER, KATHERINE	CUSTOMER REFUND	\$	26.22
58	74832	GUERRERO, ALICE & JESS	CUSTOMER REFUND	\$	104.24
59	74833	HUTCHINS, THOMAS	CUSTOMER REFUND	\$	48.95
60	74834	JONES, THELMA	CUSTOMER REFUND	\$	36.51
61	74835	LAM, TONY PINGYIN	CUSTOMER REFUND	\$	38.31
62	74836	LAU, PHILIP	CUSTOMER REFUND	\$	58.97

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2019

63	74837	LENNAR HOMES	CUSTOMER REFUND	\$	80.62
64	74838	LUCIDO, GINA	CUSTOMER REFUND	\$	50.41
65	74839	MALDONADO, ELIAS	CUSTOMER REFUND	\$	52.11
66	74840	MANOS, AMANDA	CUSTOMER REFUND	\$	66.67
67	74841	NAVARRO, ANTHONY & YOLANDA	CUSTOMER REFUND	\$	3.65
68	74842	NELSON, TONY	CUSTOMER REFUND	\$	53.51
69	74843	ONE WESTERN LLC	CUSTOMER REFUND	\$	24.34
70	74844	PACHECO, ALICIA	CUSTOMER REFUND	\$	25.40
71	74845	PALMERIN, JUAN JOSE	CUSTOMER REFUND	\$	89.17
72	74846	PARKER, KASANDRA	CUSTOMER REFUND	\$	22.89
73	74847	PREMIER REALTY AND CONSULTING	CUSTOMER REFUND	\$	18.60
74	74848	RUELAS, DANIEL	CUSTOMER REFUND	\$	51.03
75	74849	SANTIAGO, SHIELA/NIXOMAR	CUSTOMER REFUND	\$	69.35
76	74850	SHABANA, ALI	CUSTOMER REFUND	\$	51.08
77	74851	SNIDER FAMILY TRUST	CUSTOMER REFUND	\$	63.44
78	74852	TEJEDA, DEIZI	CUSTOMER REFUND	\$	71.23
79	74853	URRUTIA, HEIDY	CUSTOMER REFUND	\$	18.43
80	74854	VALADEZ, DORTHA & MANUEL	CUSTOMER REFUND	\$	85.99
81	74855	VELASQUEZ, RAFAEL SR./ JOSEFIN	CUSTOMER REFUND	\$	16.93
82	74856	ZAMUDIO, MARLY YANETH	CUSTOMER REFUND	\$	41.38
83	74857	RODRIGUEZ, ADRIAN	SAFETY LUNCHEON CATERING	\$	900.00
84	74858	ALBRIGHT, YEE & SCHMIT, APC	LEGAL FEES	\$	33,794.93
85	74859	AMAZON	OFFICE SUPPLIES	\$	1,396.40
86	74860	AQUA-METRIC SALES CO	METERS & AMR'S	\$	24,842.32
87	74861	AT&T LONG DISTANCE	OFFICE / WTP	\$	109.04
88	74862	B L WALLACE DISTRIBUTOR INC	METERS & AMR'S	\$	363.98
89	74863	BAVCO	REPAIRS & MAINTENANCE	\$	233.88
90	74864	CDW GOVERNMENT INC	COMPUTER SUPPLIES	\$	357.82
91	74865	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	\$	7,979.49
92	74866	CLA VAL CO	REPAIRS & MAINTENANCE	\$	12,062.37
93	74867	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC	\$	316.30
94	74868	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	1,742.57
95	74869	COUNTY OF SAN BERNARDINO	PERMIT FEES	\$	244.80
96	74870	D & H WATER SYSTEMS, INC.	REPAIRS & MAINTENANCE	\$	499.55
97	74871	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	325.97
98	74872	EBIX, INC.	HR SUBSCRIPTIONS	\$	892.38
99	74873	ELCO CONTRACTORS INC	CONTRACTOR LABOR	\$	195,492.00
100	74874	EMPLOYMENT DEVELOPMENT DEPT	UNEMPLOYMENT	\$	1,295.00
101	74875	VOID	VOID	\$	-
102	74876	GRAINGER INC	REPAIRS/MAINTENANCE	\$	33.48
103	74877	HASA INC.	CHEMICALS	\$	7,452.76
104	74878	ICWA	BILLING TRAINING	\$	50.00
105	74879	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	\$	375.77
106	74880	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	\$	32,713.68
107	74881	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	1,493.97
108	74882	NED'S OIL SALES INC	REPAIRS/MAINTENANCE	\$	47.74
109	74883	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	372.80
110	74884	SO CALIFORNIA EDISON	OFFICE/3AI PUMP/WTP/ DISTRICT PUMPS	\$	138,083.85
111	74885	TAFOYA & GARCIA LLP	LEGAL FEES	\$	76,074.74
112	74886	THE FIELLO GROUP / FAST SIGNS	OFFICE SIGNS	\$	188.00
113	74887	USA BLUEBOOK	REPAIRS/MAINTENANCE	\$	493.74
114	74888	VERIZON WIRELESS PHONES	CELL PHONES	\$	4,739.64
115	74889	WRM INC	VEHICLE MAINTENANCE	\$	1,160.34
116	74890	YARDLEY-ORGILL CO. YO FIRE SUP	REPAIRS/MAINTENANCE	\$	13,121.21
117	74891	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	215.50
118	74892	ASHOK K. DHINGRA DBA AKD CONSUTING	CONSULTANTS	\$	1,500.00
119	74893	AT&T	TELEMETRY LINES	\$	149.86
120	74894	AT&T	INTERNET	\$	144.25
121	74895	AT&T MOBILITY	CELL PHONES	\$	23.44
122	74896	AWWA	CUSTOMER SERVICE TRAINING	\$	1,500.00
123	74897	BEST CONTRACTING SERVICES. INC	CONTRACTOR LABOR	\$	15,687.50
124	74898	DAN'S LAWNMOVER CENTER	REPAIRS & MAINTENANCE	\$	158.68
125	74899	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$	21.34

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2019

126	74900	E & M ELECTRIC AND MACHINERY	REPAIRS & MAINTENANCE	\$	18,131.00
127	74901	FEDEX	MAILING FEES	\$	30.10
128	74902	FUEL SERV	FUEL TANK MAINTENANCE	\$	322.96
129	74903	INLAND DESERT SECURITY	ANSWERING SERVICE	\$	475.00
130	74904	JOHNSON'S HARDWARE INC	REPAIRS/MAINTENANCE	\$	1,011.64
131	74905	LUISA NELSON	TURF REPLACEMENT REBATE	\$	723.42
132	74906	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	458.66
133	74907	NOVITA NAVARRO TESSA	EXPENSE REIMBURSEMENT	\$	28.76
134	74908	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$	12.78
135	74909	DONALD D OLINGER	EXPENSE REIMBURSEMENT	\$	42.86
136	74910	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	570.01
137	74911	RIALTO WATER SERVICES	WATER/SEWER	\$	30.42
138	74912	ROB KATHERMAN CONSULTING	CONSULTING SERVICES	\$	10,361.50
139	74913	ROYAL INDUSTRIAL SOLUTIONS	REPAIRS/MAINTENANCE	\$	838.71
140	74914	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASES	\$	32.00
141	74915	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	10,416.25
142	74916	SOUTHWEST VALVE & EQUIPMENT	WTP EQUIPMENT	\$	91,550.87
143	74917	THE GAS COMPANY	OFFICE GAS	\$	342.99
144	74918	YO FIRE	TOOLS	\$	986.24
145	74919	BLACKMON HOMES INC TR#17957	CUSTOMER REFUND	\$	49.52
146	74920	CARRERA, REYES A/GRACIELA	CUSTOMER REFUND	\$	55.94
147	74921	CHAVEZ, MANUEL	CUSTOMER REFUND	\$	48.45
148	74922	CORR PRO CO	CUSTOMER REFUND	\$	289.72
149	74923	CORTLAND GROUP LLC	CUSTOMER REFUND	\$	73.72
150	74924	DALTON, DEANNA/TYRRELL, MATT	CUSTOMER REFUND	\$	31.03
151	74925	GADZHYAN, TOROS/MARGARITA	CUSTOMER REFUND	\$	58.01
152	74926	HAMMOND, DENIZEJOICE D.	CUSTOMER REFUND	\$	65.39
153	74927	HARRIS, MORGAN/LETTY	CUSTOMER REFUND	\$	65.39
154	74928	HENNEMAN, DALE	CUSTOMER REFUND	\$	77.20
155	74929	HERNANDEZ, PETE/MARIA	CUSTOMER REFUND	\$	39.56
156	74930	LAM, TONY PINGYIN	CUSTOMER REFUND	\$	37.79
157	74931	MARCHAN, STEPHANIE	CUSTOMER REFUND	\$	7.59
158	74932	MCDOWELL, HEATHER	CUSTOMER REFUND	\$	53.54
159	74933	MOISEOFF, RONALD	CUSTOMER REFUND	\$	53.91
160	74934	MUGHANNEM, MICHAEL	CUSTOMER REFUND	\$	11.40
161	74935	PORTER, HENRY M.	CUSTOMER REFUND	\$	50.31
162	74936	RODRIGUEZ, CYNTHIA	CUSTOMER REFUND	\$	52.70
163	74937	RUIZ, MARTIN/JOSEPHINE	CUSTOMER REFUND	\$	79.60
164	74938	SANTANA, AARON/ROBERTA	CUSTOMER REFUND	\$	60.00
165	74939	TROJAN CAPITAL INVESTMENTS	CUSTOMER REFUND	\$	12.39
166	74940	VALDIVIA, NORMA / JUAN	CUSTOMER REFUND	\$	30.42
167	74941	VILLA, ROBERTO	CUSTOMER REFUND	\$	56.96
168	74942	AEROTEK INC	OUTSIDE LABOR	\$	22,917.73
169	74943	AIRGAS WEST INC	REPAIRS/MAINTENANCE	\$	121.25
170	74944	AKEL ENGINEERING GROUP INC	ENGINEERING SERVICES	\$	3,702.00
171	74945	ALPINE TECHNICAL SERVICES	WTP CHEMICALS	\$	10,277.99
172	74946	AQUA-METRIC SALES CO	INVENTORY	\$	41,514.83
173	74947	CALIFORNIA CHAMBER OF COMMERCE	MEMBERSHIP DUES	\$	749.00
174	74948	CEMEX INC	SHOP SUPPLIES	\$	391.06
175	74949	COMPUTERIZED EMBROIDERY COMPANY	UNIFORMS	\$	254.25
176	74950	ENTERPRISE FLEET MANAGEMENT IN	LEASED/MAINTENANCE VEHICLES	\$	5,528.39
177	74951	GARDA CL WEST INC	ARMORED TRANSPORTATION	\$	529.37
178	74952	GRAINGER INC	REPAIRS/MAINTENANCE	\$	507.83
179	74953	HACH COMPANY	REPAIRS/MAINTENANCE	\$	213.90
180	74954	HARDY & HARPER	STREET PATCHING	\$	24,942.81
181	74955	HILLTOP GEOTECHNICAL, INC.	STREET PATCHING	\$	6,090.00
182	74956	INLAND WATER WORKS SUPPLY CO	REPAIRS/MAINTENANCE	\$	944.43
183	74957	JOHN MATHERS	HR CLAIM PAYMENT	\$	150.00
184	74958	THE KEY PLACE	REPAIRS/MAINTENANCE	\$	67.88
185	74959	MCCROMETER INC	REPAIRS/MAINTENANCE	\$	831.19
186	74960	MCMASTER-CARR	REPAIRS/MAINTENANCE	\$	959.19
187	74961	MICHAEL BAKER INTERNATIONAL	ENGINEERING SERVICES	\$	3,640.11
188	74962	MILLER SPATIAL SERVICES LLC	GIS CONVERSION	\$	4,880.00

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
FEBRUARY 2019

189	74963	MUTUAL OF OMAHA INSURANCE COMP	DISABILITY & LIFE INSURANCE	\$	5,956.47
190	74964	NETWORK	VEHICLES REPAIR/MAINTENANCE	\$	2,484.87
191	74965	QUINN COMPANY	GENERATOR MAINTENANCE	\$	550.00
192	74966	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES / SHOP SUPPLIES	\$	53.33
193	74967	SKILLPATH SEMINARS	EXTERNAL AFFAIRS TRAINING	\$	1,136.48
194	74968	SO CALIFORNIA EDISON	PUMPS ELECTRIC	\$	114.05
195	74969	THE GAS COMPANY	WTP GAS	\$	44.63
196	74970	TKE ENGINEERING INC	CONTRACTOR LABOR	\$	6,410.00
197	74971	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	\$	750.41
198	74972	YO FIRE	INVENTORY	\$	22,115.57

EFT PAYMENTS

199	3454	ADVANTAGE BUSINESS FORMS INC	PRINTING	\$	102.36
200	3455	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES	\$	384.56
201	3456	ARROWHEAD UNITED WAY	EMPLOYEES PAYMENTS	\$	27.00
202	3457	BRENNTAG PACIFIC INC	CHEMICALS	\$	15,846.44
203	3458	CLINICAL LAB OF SAN BERNARDINO	LAB FEES	\$	10,914.00
204	3459	CROWTHER, KYLE	EXPENSE REIMBURSEMENT	\$	355.60
205	3460	DAVIS, NAISHA	EXPENSE REIMBURSEMENT	\$	868.59
206	3461	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	657.81
207	3462	GARDEN INTERIORS	GARDEN MAINTENANCE	\$	424.00
208	3463	GENERAL PUMP COMPANY INC	CONTRACTOR LABOR	\$	23,705.51
209	3464	GOLD COAST ENVIRONMENTAL	FBR SUPPLIES	\$	670.00
210	3465	INLAND EMPIRE RESOURCE CONS	OUTREACH PROGRAM	\$	1,200.00
211	3466	REZES, CAROL A	MEDICARE PART B REIMBURSEMENT	\$	402.00
212	3467	TAYLOR, MICHAEL R	EXPENSE REIMBURSEMENT	\$	883.00
213	3468	YOUNG, CLIFFORD	CALPERS LONG TERM CARE	\$	527.91
214	3469	ENVIROGEN TECHNOLOGIES INC	FBR LABOR	\$	2,218.75
215	3470	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	201.33
216	3471	GEOSCIENCE SUPPORT SVCS INC	REPAIRS/MAINTENANCE	\$	1,395.00
217	3472	HARRINGTON INDUSTRIAL PLASTICS	REPAIRS/MAINTENANCE	\$	216.44
218	3473	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	225.00
219	3474	SAMBA HOLDINGS INC	HR SERVICES	\$	92.50
220	3475	STERLING WATER TECHNOLOGIES LLC	CHEMICALS	\$	2,772.59
221	3476	TAYLOR, MICHAEL R	EXPENSE REIMBURSEMENT	\$	89.67
222	3477	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$	4,213.99
223	3478	AMP UNITED, LLC	CONTRACTOR LABOR	\$	45,021.45
224	3479	CLINICAL LAB OF SAN BERNARDINO	LAB FEES	\$	2,233.75
225	3480	HASA INC.	CHEMICALS	\$	463.74
226	3481	UNDERGROUND SERVICE ALERT	USA FEES	\$	805.78
227	3482	UNIFIRST CORPORATION	JANITORIAL SERVICES/SUPPLIES /UNIFORMS	\$	2,813.33
228	3483	US HEALTHWORKS MEDICAL GROUP	HR SERVICES	\$	103.00
229	3484	IBARRA CUSTOM FRAMING	OFFICE SUPPLIES	\$	900.00
230	3485	FASTENAL COMPANY	REPAIRS/MAINTENANCE	\$	634.82
231	3486	HASA INC.	CHEMICALS	\$	3,037.48
232	3487	HILLMAN, AARON B	T1 EXAM REIMBURSEMENT	\$	50.00
233	3488	RAMIREZ, YOLANDA	EXPENSE REIMBURSEMENT	\$	32.96
234	3489	RELIABLE WATER SOLUTIONS, LLC	REPAIRS/MAINTENANCE	\$	9,483.01
235	3490	SAFETY COMPLIANCE COMPANY	SAFETY TRAINING	\$	450.00
236	3491	SB VALLEY MUNICIPAL	BLF ELECTRIC	\$	44,094.09
237	3492	SHARP EXTERMINATOR COMPANY	DISTRICT MAINTENANCE	\$	185.00
238	3493	THERMO ELECTRON NORTH AMERICA	REPAIRS/MAINTENANCE	\$	4,623.00

CHECKS TOTAL	\$ 1,152,073.31
EFT TOTAL	\$ 183,325.46
GRAND TOTAL	<u>\$ 1,335,398.77</u>

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

Report Month	Description	From	To	Gross Wages Paid
July 2018	Manual Check	06/15/18	07/05/18	5,319.95
July 2018	Pay Period #14	06/15/18	06/29/18	256,761.29
July 2018	Monthly Pay Period #7	06/01/18	06/30/18	7,203.00
July 2018	Pay Period #15	06/29/18	07/13/18	246,886.43
July 2018	Manual Check	07/13/18	07/19/18	3,332.45
Total for July 2018				<u>519,503.12</u>
August 2018	Pay Period #16	07/13/18	07/27/18	250,850.53
August 2018	Monthly Pay Period #8	07/01/18	07/31/18	6,321.00
August 2018	Manual Check	07/27/18	08/06/18	2,625.29
August 2018	Manual Check	07/27/18	08/10/18	27,441.77
August 2018	Pay Period #17	07/27/18	08/10/18	243,822.70
August 2018	Safety Celebration			3,650.00
August 2018	Pay Period #18	08/10/18	08/24/18	237,358.82
Total for August 2018				<u>772,070.11</u>
September 2018	Monthly Pay Period #9	08/01/18	08/31/18	6,762.00
September 2018	Pay Period #19	08/24/18	09/07/18	248,656.48
September 2018	Pay Period #20	09/07/18	09/21/18	243,379.26
Total for September 2018				<u>498,797.74</u>
October 2018	Monthly Pay Period #10	09/01/18	09/30/18	7,350.00
October 2018	Pay Period #21	09/21/18	10/05/18	248,781.81
October 2018	Manual Check	10/05/18	10/12/18	5,633.25
October 2018	Manual Check	10/05/18	10/18/18	2,982.02
October 2018	Pay Period #22	10/05/18	10/19/18	251,858.33
Total for October 2018				<u>516,605.41</u>
November 2018	Monthly Pay Period #11	10/01/18	10/31/18	7,188.30
November 2018	Pay Period #23	10/19/18	11/02/18	246,599.90
November 2018	Longevity and SLCO Pay			58,662.40
November 2018	Manual Check	10/19/18	11/16/18	6,556.32
November 2018	Pay Period #24	11/02/18	11/16/18	255,286.83
Total for November 2018				<u>574,293.75</u>
December 2018	Pay Period #25	11/16/18	11/30/18	252,617.38
December 2018	Monthly Pay Period #12	11/01/18	11/30/18	6,953.10
December 2018	Manual Check			-
December 2018	Pay Period #26	11/30/18	12/14/18	251,684.40
Total for December 2018				<u>511,254.88</u>
January 2019	Pay Period #1	12/14/18	12/28/18	265,765.10
January 2019	Monthly Pay Period #1	12/01/18	12/31/18	7,276.50
January 2019	Pay Period #2	12/28/18	01/11/19	268,970.48
January 2019	Pay Period #3	01/11/19	01/25/19	277,518.19
Total for January 2019				<u>819,530.27</u>
February 2019	Monthly Pay Period #2	01/01/19	01/31/19	7,276.50
February 2019	Safety Celebration			3,750.00
February 2019	Pay Period #4	01/25/19	02/08/19	274,217.80
February 2019	Pay Period #5	02/08/19	02/22/19	272,881.89
Total for February 2019				<u>558,126.19</u>

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

Date	Item	Check No. or EFT	Amount
02/11/19	Monthly Pay Period #2	none	
02/14/19	Safety Pays	8400-8428	600.00
02/14/19	Pay Period #4	8429-8432	4,907.13
02/28/19	Pay Period #5	8433-8436	4,731.45
	Total Checks		<u>10,238.58</u>
02/11/19	Monthly Pay Period #2 Direct Deposits	EFT	6,360.97
02/11/19	Federal Tax Withheld Social Security & Medicare	EFT	1,423.72
02/11/19	State Tax Withheld	EFT	48.46
02/14/19	Safety Pays Direct Deposits	EFT	2,300.00
02/14/19	Federal Tax Withheld Social Security & Medicare	EFT	574.50
02/14/19	State Tax Withheld	EFT	37.50
02/14/19	Pay Period #4 Direct Deposits	EFT	177,711.91
02/14/19	Federal Tax Withheld Social Security & Medicare	EFT	69,244.99
02/14/19	State Tax Withheld and State Disability Insurance	EFT	13,168.85
02/14/19	Lincoln Deferred Compensation Withheld	EFT	17,933.38
02/14/19	Lincoln - Employer Match Benefit	EFT	3,475.00
02/14/19	Lincoln - 401(a) Employer Match Benefit	EFT	1,859.81
02/14/19	Nationwide Deferred Compensation	EFT	2,584.20
02/14/19	Nationwide - Employer Match Benefit	EFT	475.00
02/14/19	Nationwide - 401(a) Employer Match Benefit	EFT	700.00
02/14/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	24,898.48
02/14/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,398.65
02/14/19	California State Disbursement	EFT	968.61
02/28/19	Pay Period #5 Direct Deposits	EFT	179,933.13
02/28/19	Federal Tax Withheld Social Security & Medicare	EFT	70,109.27
02/28/19	State Tax Withheld and State Disability Insurance	EFT	13,838.39
02/28/19	Lincoln Deferred Compensation Withheld	EFT	12,983.40
02/28/19	Lincoln - Employer Match Benefit	EFT	3,450.00
02/28/19	Lincoln - 401(a) Employer Match Benefit	EFT	6,859.81
02/28/19	Nationwide Deferred Compensation	EFT	2,584.20
02/28/19	Nationwide - Employer Match Benefit	EFT	475.00
02/28/19	Nationwide - 401(a) Employer Match Benefit	EFT	700.00
02/28/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,208.04
02/28/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	13,230.93
02/28/19	California State Disbursement	EFT	968.61
	Total EFT		<u>667,504.81</u>
	Grand Total Payroll Cash		<u>677,743.39</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 4, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER TERMINATION OF PROFESSIONAL SERVICES
 AGREEMENT WITH ROGERS, ANDERSON, MALODY & SCOTT

DISCUSSION:

The West Valley Water District (“District”) entered into a Professional Services Agreement (“PSA”) with Rogers, Anderson, Malody & Scott (“RAMS”) on April 6, 2017. RAMS prepared the Comprehensive Annual Financial Report (“CAFR”) for Fiscal Years 2016-17 and 2017-18. This PSA was then amended to include a task order to perform a midyear audit for 2018-19. That audit has not yet begun. Staff presents for the Board’s consideration a request to terminate the entire agreement with RAMS under Section 16.1 which allows for termination for convenience by the District and is further requesting permission to conduct a bid process to select an independent auditor for FY 2018-19.

FISCAL IMPACT:

There is no fiscal impact for terminating the PSA with RAMS.

STAFF RECOMMENDATION:

That the Board of Directors authorize the General Manager to terminate the RAMS PSA and allow the District to conduct a bid process to identify an independent financial auditor for FY 2018-19.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM;llmb

ATTACHMENT(S):

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



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Rogers, Anderson, Malody & Scott, LLP

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 6th day of April, 2017 ("Effective Date") is by and between West Valley Water District ("District") and Rogers, Anderson, Malody & Scott, LLP (RAMS) ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

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

Section 3. Additional Services and Changes in Services

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

will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

- 5.1 Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2 Each month during the existence of a Task Order, Consultant shall furnish District with an original invoice for all services performed and expenses incurred during the preceding month in accordance with the fee schedule set forth in the Task Order. The invoice must detail charges by the following categories: labor (by subcategory), reimbursable costs, subcontractor contracts and miscellaneous expenses. The invoice must list, as applicable, the hours worked and hourly rates for each personnel category, the tasks performed, the percentage of the task completed during the billing

period, the cumulative percentage completed for each task, and the total cost of the services.

- 5.3 District will independently review each invoice submitted by Consultant to determine whether the work performed and expenses incurred are in compliance with this Agreement. In the event that no charges or expenses are disputed, the invoice will be approved and paid. In the event any charges or expenses are disputed by District, the original invoice will be returned by District to Consultant for correction and resubmission.
- 5.4 Except as to any charges for work performed or expenses incurred by Consultant that are disputed by District, District will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's invoice.
- 5.5 No payment or partial payment to Consultant shall constitute acceptance of any work completed by Consultant or waive any claims by the District for any reason whatsoever.

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

- 7.1 All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer programs, files and other documents (collectively, "Project Documents") prepared, developed or discovered by Consultant in the course of providing services under this Agreement will become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of Consultant. Consultant will take such steps as are necessary to perfect or protect the ownership interest of District in such Project Documents. Upon

completion, expiration or termination of this Agreement, Consultant shall turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.

- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

Section 8. Consultant's Books and Records.

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

Section 13. Indemnification.

Consultant covenants and agrees that, during the term of this Agreement, any injury suffered as a result of Consultant's services shall be the sole responsibility of Consultant and its successors and assigns and District shall not be liable to Consultant, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the gross negligence or intentional acts of District or its Representatives (as defined below). Consultant shall defend, indemnify and hold District, its officers, directors and Representatives

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

Section 14. Insurance.

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

Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its

approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

- 15.2** Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

Section 16. Termination of Agreement.

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

Section 17. Notices.

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

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Matthew H. Litchfield, P.E., General Manager

(Tel.) 909-875-1804

(Fax) 909-875-1849

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

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

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

Section 18. General Provisions.

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

18.2 Binding Effect. Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant. .

18.3 Entire Agreement. This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the

Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.

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

18.9 Venue. The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.

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

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


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

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

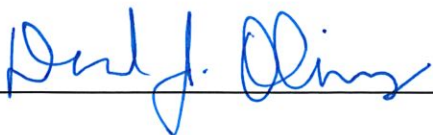
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed effective as of the day and year first above written.

DISTRICT:

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

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

APPROVED AS TO FORM:

By 

CONSULTANT:

Rogers, Anderson, Malody & Scott, LLP

By Brad Welebi

Name Brad Welebir, CPA

Its Partner

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

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

RECITALS

- A. On or about April 6, 2017 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

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

CONSULTANT:

Rogers, Anderson, Malody & Scott, LLP

By Brad Welebi

Name Brad Welebi

Its Partner

By Terry Shea

Name Terry Shea

Its Partner

EXHIBIT "1"

TO

TASK ORDER NO. 1

SCOPE OF SERVICES

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

In addition the Consultant shall:

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

The audit will be in accordance with:

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

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

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

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

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

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

- District General Manager
- District CFO
- District Attorney

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

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

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

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

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

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

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

Segment 2 – Year end testing – substantive testing

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

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

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

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

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

* = fee is per major program

Brad Welebi

 Signature Partner 3/16/2017
Title Date

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

Schedule of Professional Fees

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

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

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

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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

Brad A Welebir – Engagement Partner

Scott W Manno – Concurring Partner

Terry Shea – Quality Control Review Partner

Gardenya Duran – Manager

Nathan Statham – Supervisor

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

TASK ORDER NO. 2

This Task Order (“Task Order”) is executed this 7th day of March , 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and Rogers, Anderson, Malody & Scott, LLP (“Consultant”).

RECITALS

- A. On or about April 6th, 2017 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

_ Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Rogers, Anderson, Malody & Scott, LLP

By _____

Name Brad Welebir, CPA, CGMA, MBA, Partner

By _____

Name _____

Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 2

SCOPE OF SERVICES

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

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

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

EXHIBIT "2"
TO
TASK ORDER NO. 2

COMPENSATION

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

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

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

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

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Start date is March 11th, –2019.

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

EXHIBIT B
KEY PERSONNEL

KEY PERSONNEL

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

Brad Welebir, CPA, CGMA, MBA, Partner

VARNER & BRANDT ^{LLP}

2.2.a

^{Lawyers}
A Registered Limited Liability Partnership

POST OFFICE BOX 12014
RIVERSIDE, CALIFORNIA 92502-2214

3750 UNIVERSITY AVENUE, SUITE 610
RIVERSIDE, CALIFORNIA 92501-3323

Tel: (951) 274-7777
Fax: (951) 274-7770
Email: vb@varnerbrandt.com

ONTARIO OFFICE
3237 E. GUASTI ROAD
SUITE 220
ONTARIO, CALIFORNIA 91761-1243

Tel: (909) 931-0879
Fax: (909) 931-9219

PLEASE REPLY TO
RIVERSIDE OFFICE

Tax ID # 33-0736926

For Professional Services Rendered Through 02/28/2019

ATTN CRYSTAL ESCELERA
WEST VALLEY WATER DISTRICT
855 W BASE LINE ROAD
RIALTO CA 92376

Page: 1
February 28, 2019
Account No: 23767M

Previous Balance	Fees	Costs	Payments	Balance
23767-0000 General Labor & Employment				
W767.0000				
-4,080.59	5,648.00	0.00	0.00	\$1,567.41
23767-0002				
W767.0002 /RDM				
6,086.00	1,838.50	948.50	-6,086.00	\$2,787.00
<u>2,005.41</u>	<u>7,486.50</u>	<u>948.50</u>	<u>-6,086.00</u>	<u>\$4,354.41</u>

PLEASE INCLUDE YOUR ACCOUNT NO. ON YOUR PAYMENT
PAYMENTS INCLUDED THROUGH 3/11/2019

Packet Pg. 72



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 4, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: REQUEST ISSUANCE OF EMERGENCY CONTRACTS TO PRE-APPROVED VENDORS TO REHABILITATE, LOWER, AND/OR ADD TREATMENT SYSTEMS TO GROUNDWATER WELLS

DISCUSSION:

At the March 9, 2019 Mid-Year Budget Workshop and Water Reliability Workshop, District staff reported on the status of the system and pointed out a potential for not having adequate water supply to meet the higher water demands this summer. To address this issue, District staff has embarked upon the “Well Production Optimization Project” to restore operational capacity to seven (7) wells before high summer demands occur.

Sixteen (16) District wells have been taken out of service due to either limited water rights, low water levels, or elevated levels of contaminants in groundwater according to recent data. Attached as **Exhibit A** is the Precipitation Index and Groundwater Basin Levels. Although the overall groundwater level continues to decline due to drought conditions, rehabilitation of some of these wells shall recover a portion, if not all, of the groundwater production loss. Additionally, lowering the pump inlet to 100 feet below the pumping water levels to draw water in from deeper water levels and adding source treatment are being pursued. District staff will periodically report the system status and key projects that are in progress. Attached as **Exhibit C** is the Groundwater Well Status and Project Update.

FISCAL IMPACT:

No fiscal impact. \$900,000.00 is included in the Fiscal Year 2018/19 Capital Budget for well rehabilitation, lowering and adding treatment systems.

STAFF RECOMMENDATION:

Authorize the General Manager to issue emergency contracts to preapproved vendors not to exceed \$900,000.00 in total without prior approval of the Board to rehabilitate, lower and/or add treatment systems to wells that staff determines are in need of such services.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM:jc

ATTACHMENT(S):

1. Exhibit A - Precipitation Index and Groundwater Basin Levels
2. Exhibit B - Well Locations and Activities
3. Exhibit C - Well Status and Project Update

EXHIBIT A

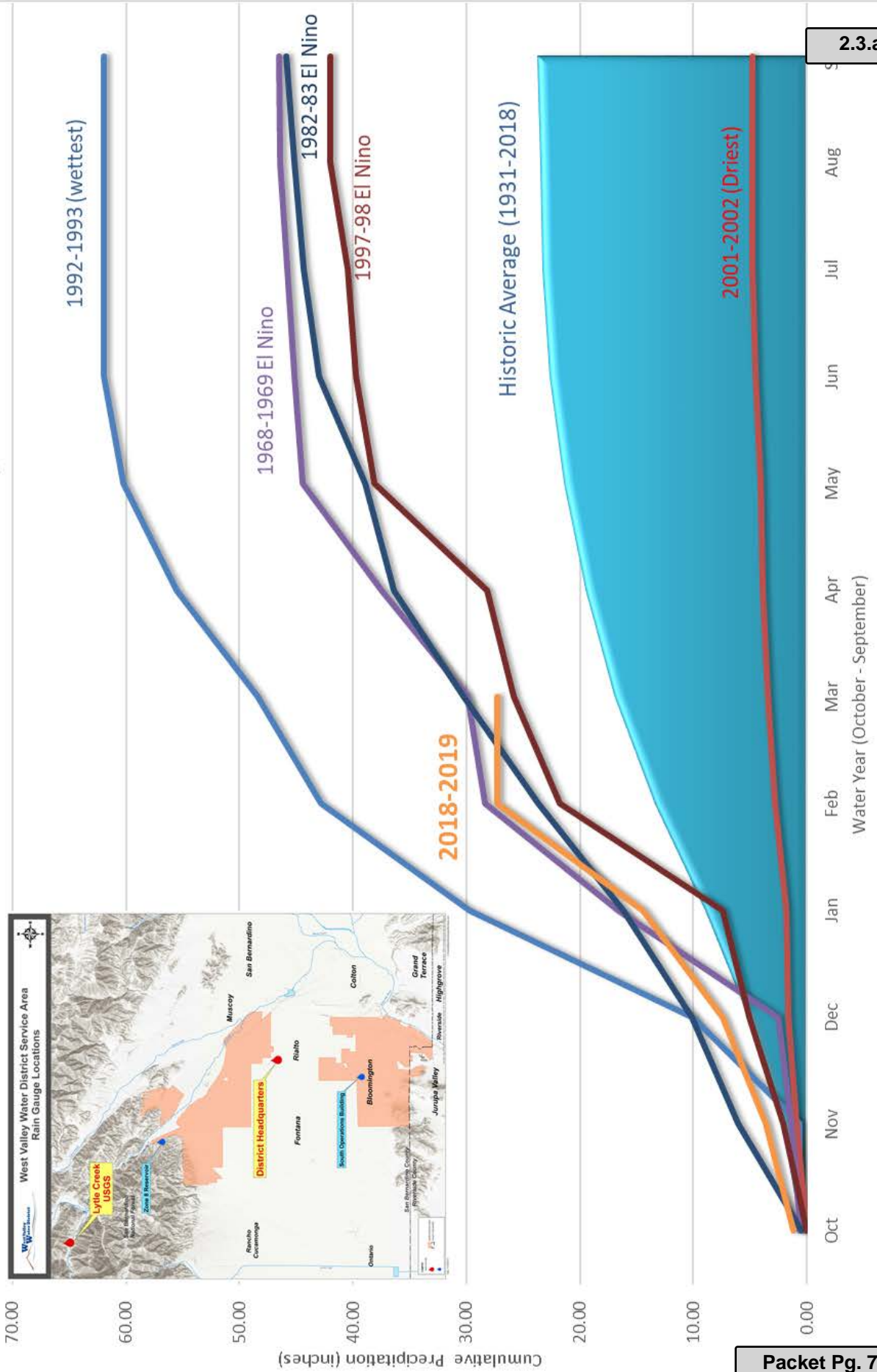
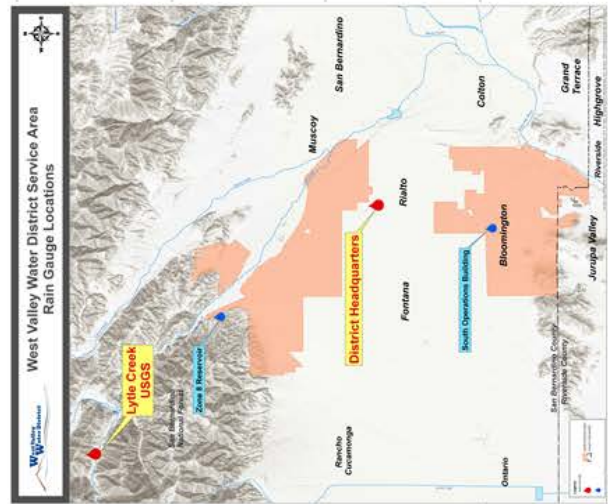


OPERATIONS UPDATE

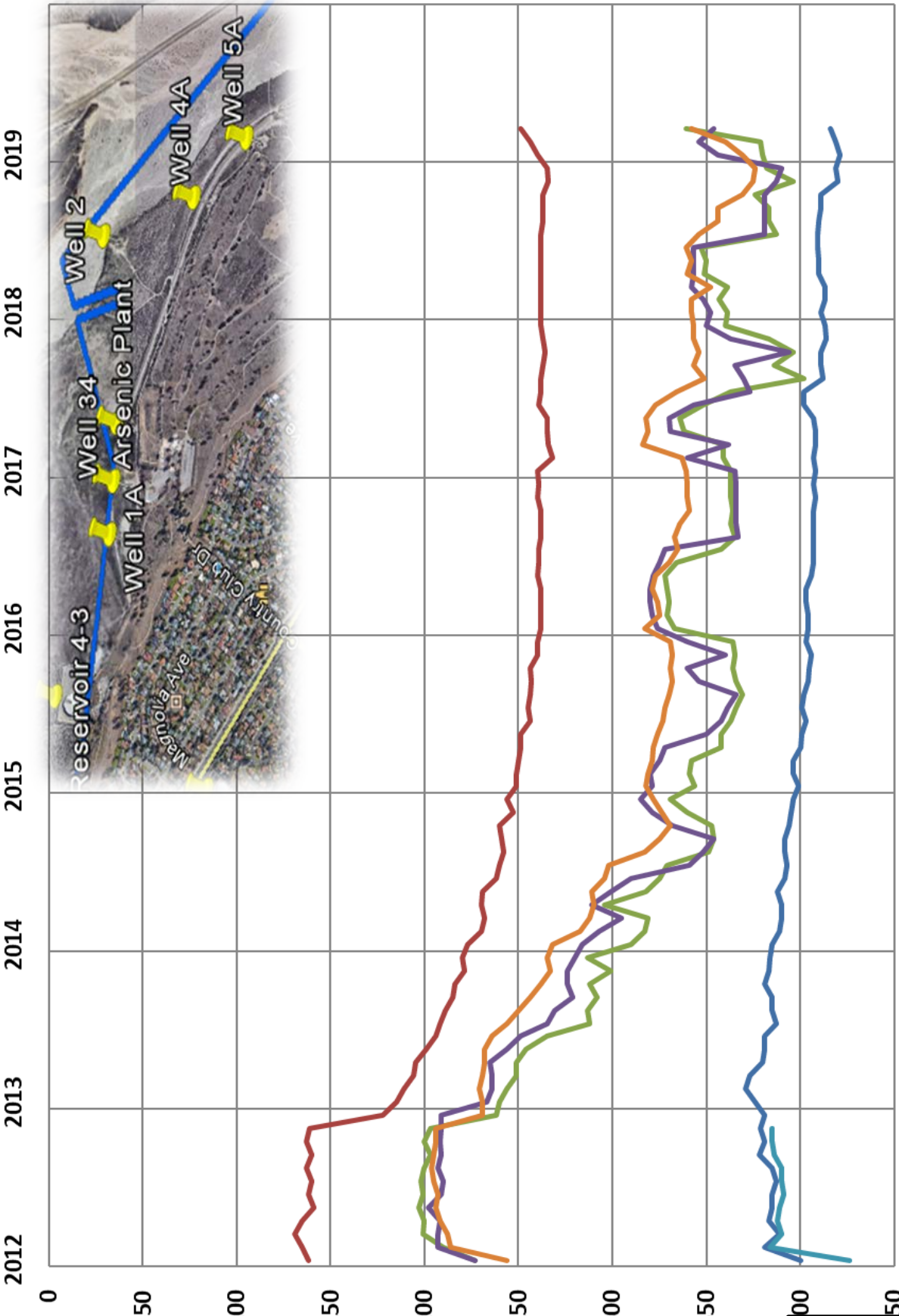
Precipitation Index
Groundwater Basin Levels

March 2019

West Valley Water District Area Two Station Precipitation Index Historical Cumulative Precipitation

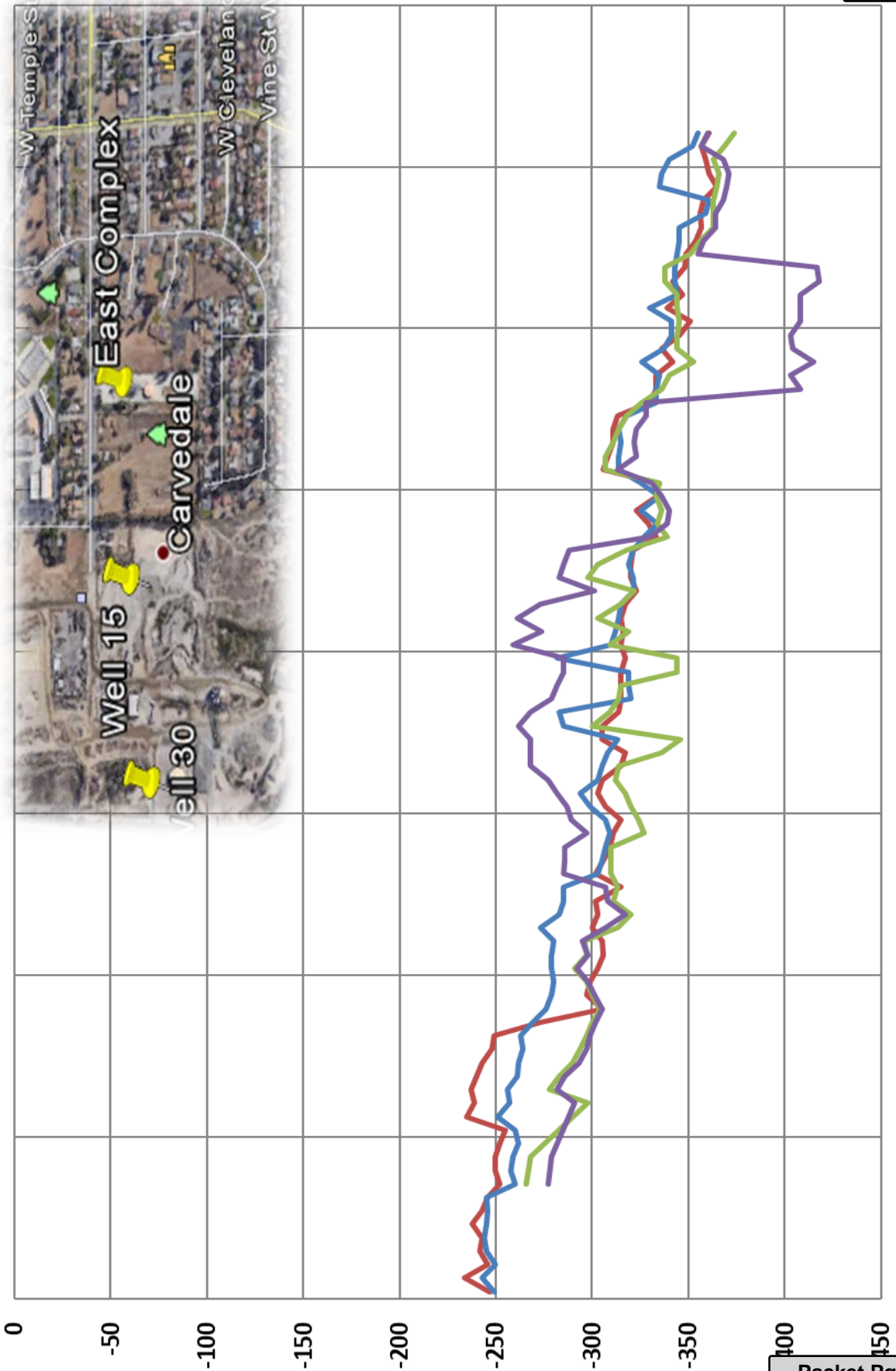


Historical Depth to Groundwater - Lytle Creek Basin

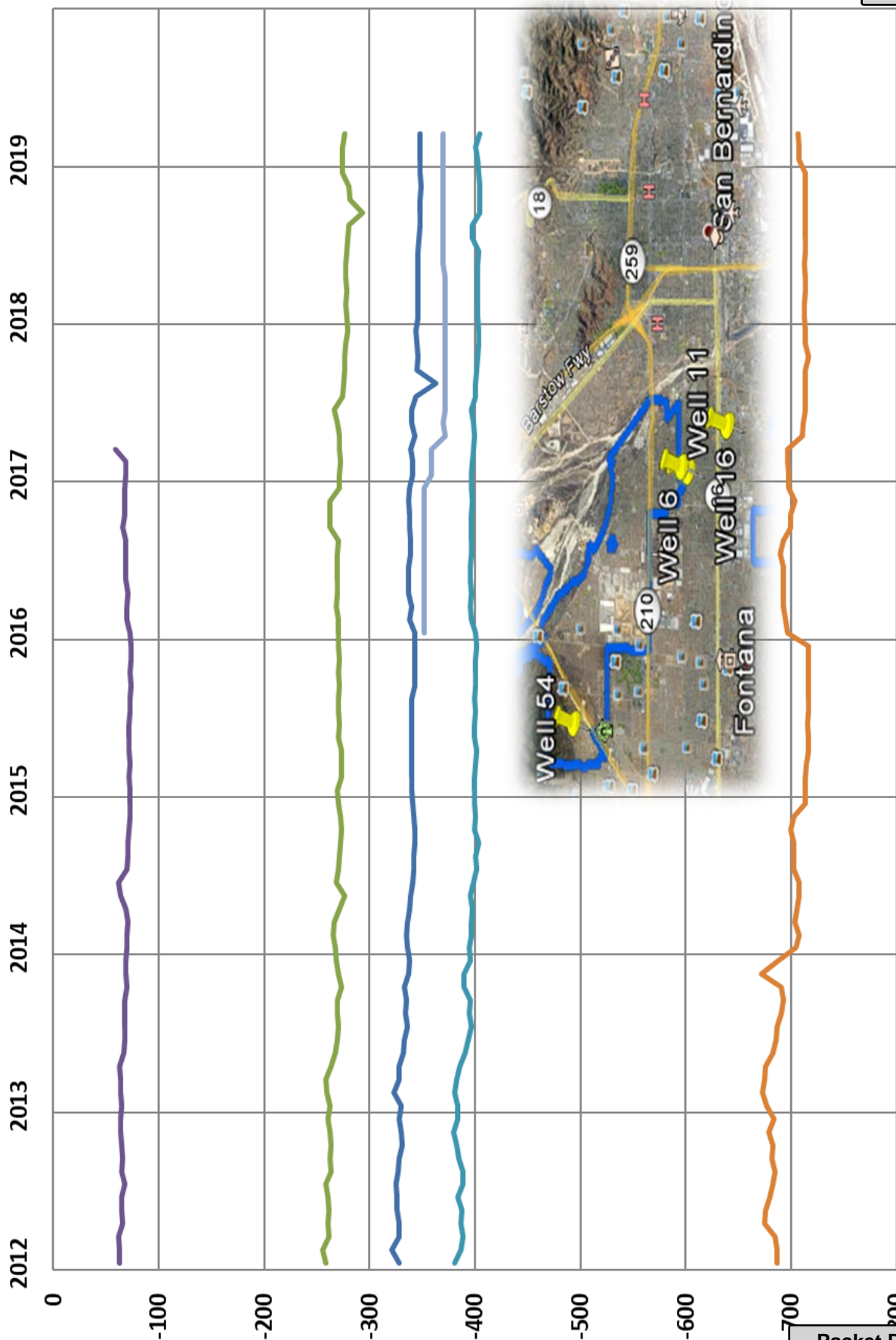


Historical Depth to Groundwater - Bunker Hill Basin

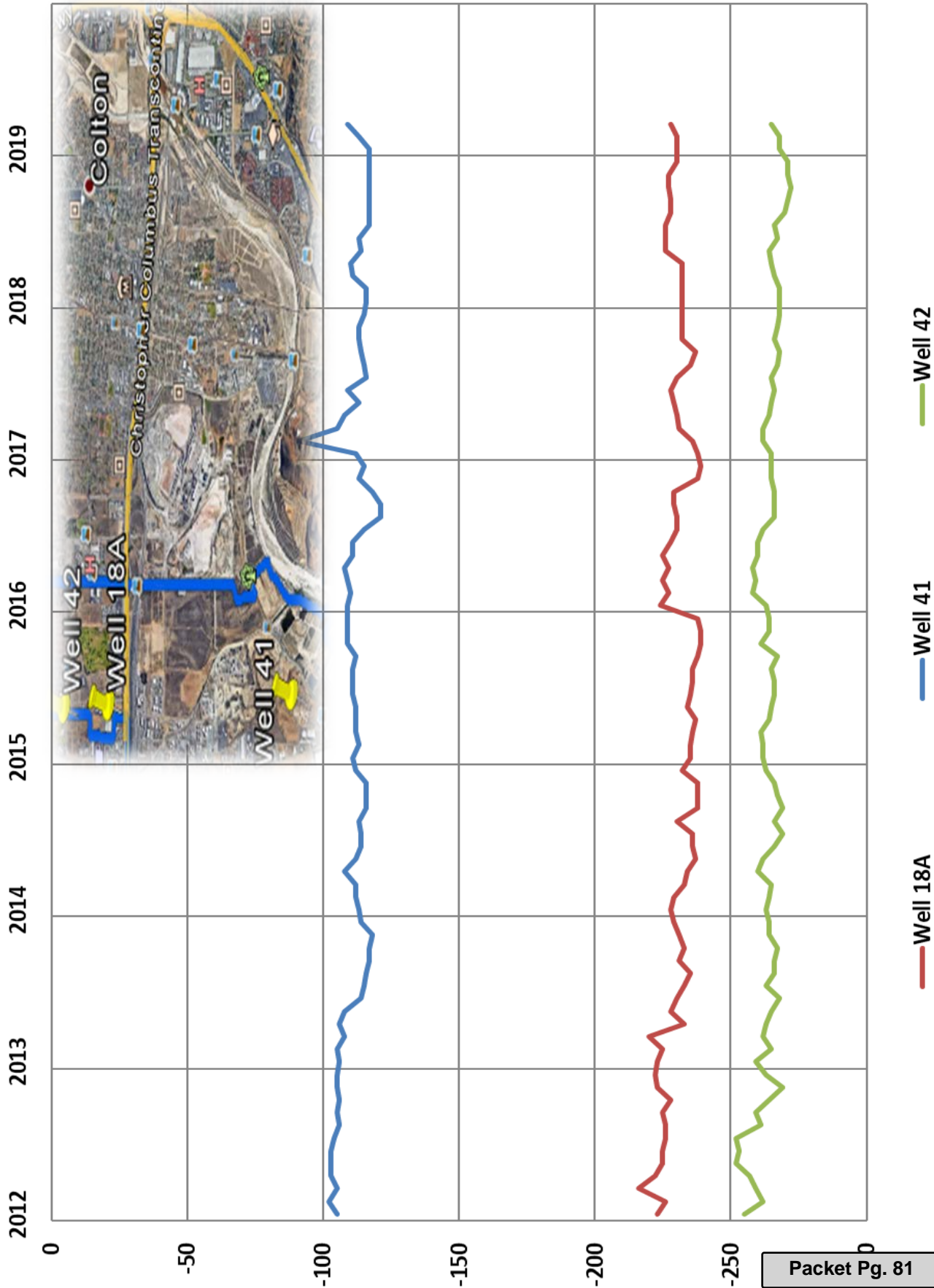
2012 2013 2014 2015 2016 2017 2018 2019



Historical Depth to Groundwater - Rialto Colton Basin



Historical Depth to Groundwater - North Riverside Basin



Historical Depth to Groundwater - Chino Basin

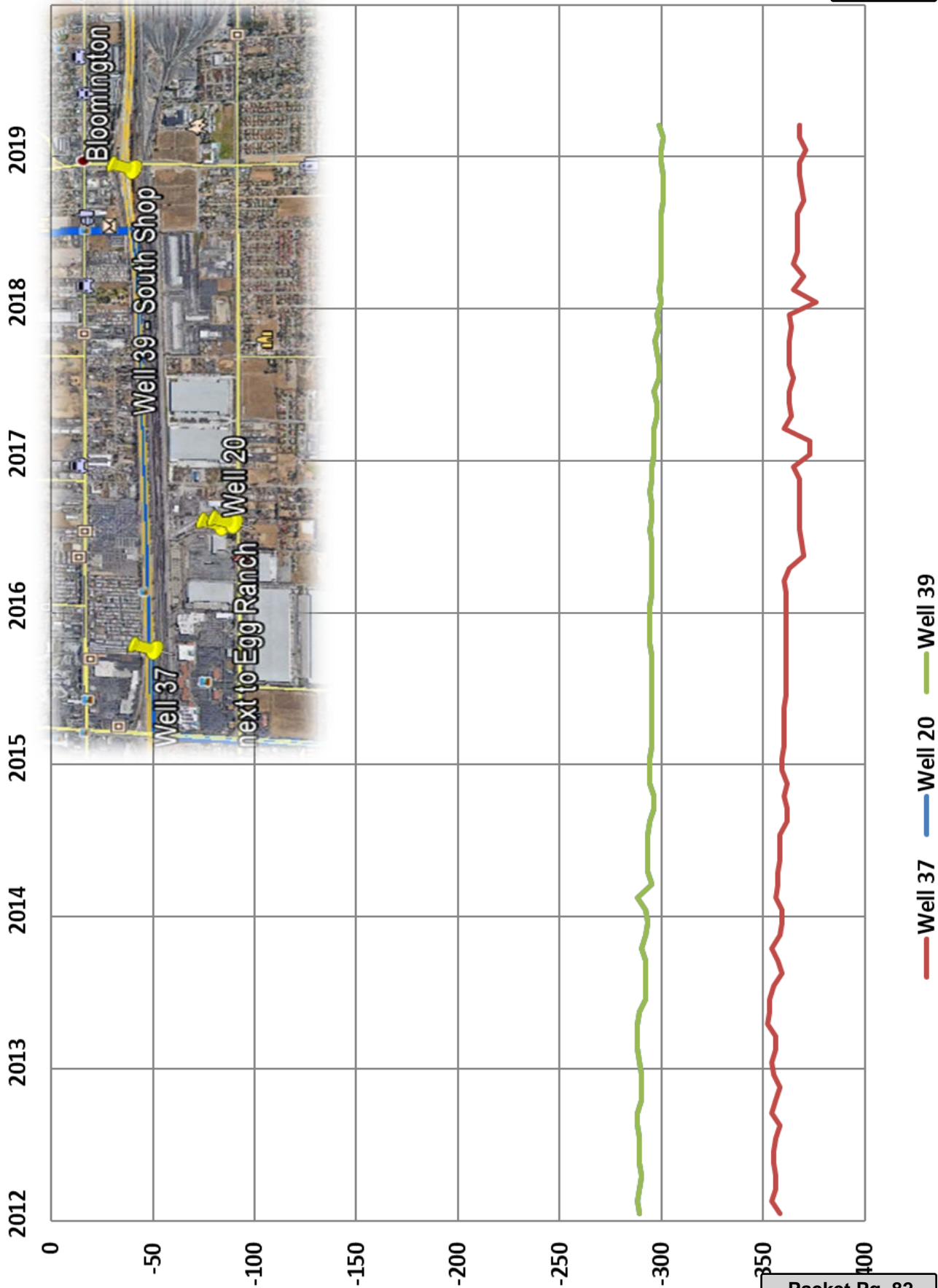
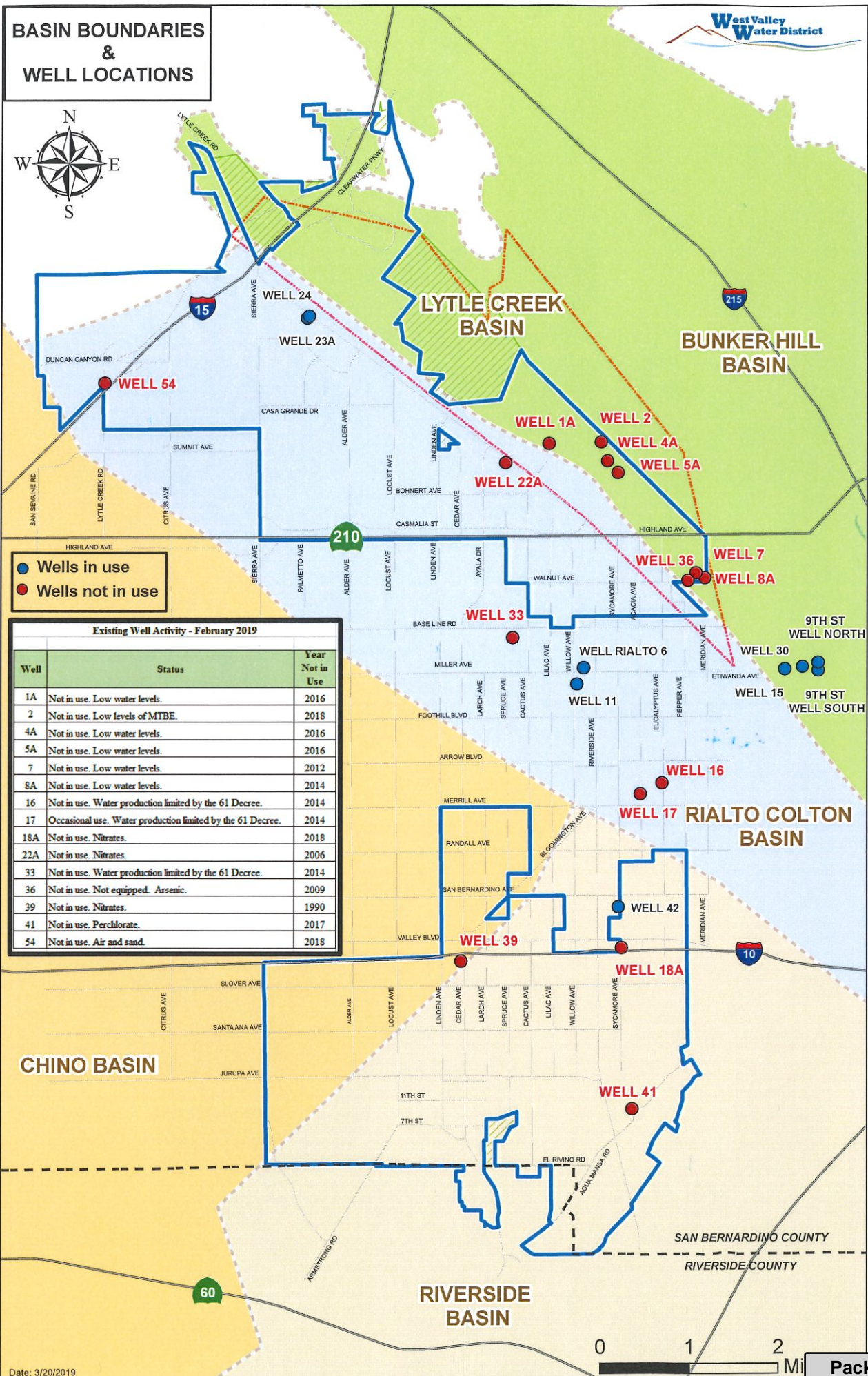


EXHIBIT B



BASIN BOUNDARIES & WELL LOCATIONS



- Wells in use
- Wells not in use

Existing Well Activity - February 2019

Well	Status	Year Not in Use
1A	Not in use. Low water levels.	2016
2	Not in use. Low levels of MTBE.	2018
4A	Not in use. Low water levels.	2016
5A	Not in use. Low water levels.	2016
7	Not in use. Low water levels.	2012
8A	Not in use. Low water levels.	2014
16	Not in use. Water production limited by the 61 Decree.	2014
17	Occasional use. Water production limited by the 61 Decree.	2014
18A	Not in use. Nitrates.	2018
22A	Not in use. Nitrates.	2006
33	Not in use. Water production limited by the 61 Decree.	2014
36	Not in use. Not equipped. Arsenic.	2009
39	Not in use. Nitrates.	1990
41	Not in use. Perchlorate.	2017
54	Not in use. Air and sand.	2018

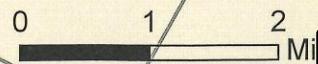


EXHIBIT C

Well Status and Project Update

Lytle Creek Basin				
Well	Capacity (Gallon/Minute)	Issue	Project Update	Operation
1A	850	Water Levels	Draw down water levels, which affects nearby wells, such as Wells 4A and 5A.	No
8A	2,400	Water Levels	Candidate for rehabilitation. Tri County Drilling & Pump to provide not-to-exceed cost to pull well pump, brush and bail, conduct video survey, and test pump for well yield.	Yes ; summer 2019
36	2,200	Environmental; Not Equipped	Candidate for equipping. Tom Dodson & Associates to provide not-to-exceed cost to obtain all required environmental permits.	No
2	1,400	Contaminant (MTBE)	Recent rain and flushing have brought the MTBE levels to below the regulated limits.	Yes
4A	2,400	Recovered	Capacity has been restored due to recent rain.	Yes
5A	1,300	Water Levels	Pump inlet setting already close to the bottom of the well.	No
7	1,300	Water Levels	Candidate for rehabilitation. Best Drilling and Pump, Inc. to provide not-to-exceed cost to pull well pump, brush and bail, conduct video survey, and test pump for well yield.	Yes ; summer 2019
Rialto Colton Basin				
16	2,000	Water Rights	Water rights are reserved for Well 54 in Fontana and Rialto Well 6 for FBR first.	Yes ; intermittently
17	2,000	Water Rights	Water rights are reserved for Well 54 in Fontana and Rialto Well 6 for FBR first.	Yes ; intermittently
22A	2,000	Contaminant (Nitrate)	Detected nitrate due to a septic system from a school nearby. Staff will work with school to obtain potential grants to connect its system into the sewer and stop discharging to the ground.	No
33	2,500	Water Rights; Contaminant	Water rights are reserved for Well 54 in Fontana and Rialto Well 6 for FBR first. Detected low levels of perchlorate.	No
54	1,000	Entrained Air	Deaeration tank and associated piping are being constructed.	Yes ; summer 2019
North Riverside Basin				
41	2,000	Contaminant (Perchlorate)	Relocating unused ion exchange vessels to Well 41. Working with Division of Drinking Water to amend existing permit.	Yes ; summer 2019
18A	1,800	Contaminant (Nitrate)	Detected nitrate. Received 2 proposals. Bio-mediation at \$10M; and Ion Exchange (IX) at \$1.5M plus extra cost for brine, IX waste, handling at \$750K/year. Staff came up with an idea to bend the nitrate down with Zone 3A flow. Reached out to DDW for approval.	Possible ; summer 2019
Chino Basin				
39	3,000	Contaminant (Nitrate); Not Equipped	Detected nitrate and limited water rights. Soliciting grants for source treatment. Layne Christensen Company to provide not-to-exceed cost to conduct pump test and provide budgetary estimate for source treatment.	No
Bunker Hill Basin				
15	2,000	Water Levels; Entrained Air	Candidate for rehabilitation. General Pump Company to provide not-to-exceed cost to pull well pump, brush and bail, conduct video survey, and test pump for well yield.	Yes ; summer 2019



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 4, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: UNITED TECHNOLOGY CORPORATION DEPOSITS TRANSFER TO
 CHASE GENERAL GOVERNMENT CHECKING BANK ACCOUNT

DISCUSSION:

West Valley Water District (“District”) receives quarterly and year-end supplemental deposits from United Technology Corporation (“UTC”) to cover some of the operational costs for the Fluidized Bed Reactor Treatment plant. In accordance with the agreement by and between Goodrich Corporation (aka UTC) and West Valley Water District, the monies are deposited into the Districts designated UTC Routine Operations Checking Bank Account. Subsequently, the funds are transferred to the District’s Chase General Government Checking Bank Account (“General Account”).

Proposed transfer shall be as follows:

Transfer From:

West Valley Water District
 JP Morgan Chase Account 129801368
 \$500,000.00

Transfer To:

West Valley Water District
 JP Morgan Chase Account 122081653
 \$500,000.00

FISCAL IMPACT:

A transfer of funds between accounts. No Fiscal Impact.

STAFF RECOMMENDATION:

It is recommended that the General Manager and staff be provided with the authority to transfer \$500,000.00 to the General Account from the UTC Routine Operations Checking Bank Account.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM;llmb



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 4, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: TRANSFER SETTLEMENT PAYMENT TO LOCAL AGENCY
 INVESTMENT FUND AND CAPITAL IMPROVEMENT PROGRAM
 RESTRICTED FUND/ACCOUNT REQUEST

DISCUSSION:

On March 20, 2019, West Valley Water District (“District”) received a settlement for the San Bernardino Valley Municipal Water District, City of Colton, City of Rialto, and West Valley Water District vs. San Gabriel Valley Water Company d.b.a. Fontana Water Company, a California corporation; Fontana Union Water Company, a California corporation; San Gabriel California corporation; San Gabriel Valley Water Company, a California corporation action. The check received and deposited into the District’s Chase General Government Checking Bank Account (“General Account”) was \$3,000,000. The balance in the General Account as of March 29, 2019 was \$4,707,324.79. This amount exceeds the amount needed in the General Account, thus it is requested that the staff be allowed to transfer \$3,000,000 into the Local Agency Investment Fund (“LAIF”) and further that the General Manager and staff be directed to set up a Capital Improvement Program (“CIP”) fund/account in the accounting system in order to identify the \$3,000,000 as a separate and restricted fund/account that shall be used for the District’s special CIP purposes as instructed by the Board of Directors and isolated from general operations.

FISCAL IMPACT:

A positive Fiscal Impact. The monies received in the amount of \$3,000,000 offset the District’s legal expenditures and allow for the reallocation to CIP.

STAFF RECOMMENDATION:

That the Board of Directors authorize the staff to transfer \$3,000,000 from the General Account to LAIF and to further direct the General Manager and staff to set up a CIP fund/account in the accounting system in order to be able to identify the \$3,000,000 as monies to be allocated to a separate and restricted fund/account for capital purposes. The Board of Directors shall direct any use of the proposed CIP fund/account when deemed necessary.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM;llmb