



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

REGULAR BOARD MEETING  
**REVISED AGENDA**

**Added Consent Item 7/15/24: Approve an Agreement with San Bernardino County to Provide Imported Domestic Water to Glen Helen**

**Added Exhibits A-D to Item #14 on 7/16/24**

THURSDAY, JULY 18, 2024  
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 6:45 P.M.

BOARD OF DIRECTORS  
Gregory Young, President  
Daniel Jenkins, Vice President  
Angela Garcia, Director  
Kelvin Moore, Director  
Channing Hawkins, Director

---

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

---

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to [administration@wvwd.org](mailto:administration@wvwd.org).

If you require additional assistance, please contact [administration@wvwd.org](mailto:administration@wvwd.org).

## OPENING CEREMONIES

Call to Order  
Roll Call of Board Members  
Approval of Any Board Member Requests for Remote Participation  
Pledge of Allegiance  
Opening Prayer

## CLOSED SESSION

Public Participation on closed session matters

### CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code §54956.9  
Aqueous Film-Forming Foams Products Liability Litigation  
Master Docket No.: 2:18-mn-2873-RMG  
City of Camden, et al. v. Tyco Fire Products LP  
Civil Action No.: 2:24-cv-02321-RMG

### CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code §54956.9  
Aqueous Film-Forming Foams Products Liability Litigation  
Master Docket No.: 2:18-mn-2873-RMG; City of Camden, et al. v. BASF Corporation,  
Civil Action No.: 2:24-cv-03174-RMG

### CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9; Aqueous Film-Forming Foams Products Liability Litigation,  
Master Docket No.: 2:18-mn-2873-RMG; *City of Camden, et al., v. 3M Company*,  
Civil Action No.: 2:23-cv-03147-RMG

### CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to Government Code §54956.9; Aqueous Film-Forming Foams Products Liability Litigation,  
Master Docket No.: 2:18-mn-2873-RMG; *City of Camden, et al. v. E.I. DuPont De Nemours and Company (n/k/a EIDP, Inc.) et al.*,  
*Civil Action No.: 2:23-cv-03230-RMG*

### CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6  
Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel  
Employee Groups: International Union of Operating Engineers, Local 12

Report out of Closed Session

## 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 Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.*

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

## **PRESENTATIONS**

1. Elections Update

## **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. June 6, 2024 Regular Meeting, June 8, 2024 Special Meeting, and June 20, 2024 Regular Meeting Minutes.
2. Monthly Revenue & Expenditures Report - May 2024.
3. Purchase Order Report - June 2024.
4. Monthly Transfer Report - May 2024.
5. Monthly Cash Disbursements Report - May 2024.
6. Treasurer's Report - May 2024.
7. Sale of Surplus Vehicles.
8. Award of Professional Services Agreement - Audit Services.
9. Consider a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St).

10. Consider a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc for Bloomington Business Park SP.
11. Consider a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc for Tract 20362 Lot 4.
12. Consider a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc for Tract 20362 Lot 3.
15. Approve an Agreement with San Bernardino County to Provide Imported Domestic Water to Glen Helen.

## **BUSINESS MATTERS**

### **Consideration of:**

13. Holiday Closure 2024/25.
14. Approval of an Exception to the 180-Day California Employees' Retirement System (CalPERS) Wait Period for a Retired Annuitant Under Government Code Sections 7522.56 and 21221(h) and Authorization to Execute an Employment Agreement with William Fox to fill a Critical Need in the Finance Department.

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

1. Meeting Attendance Reports
2. Board Committee Reports
3. Board Members
4. General Manager
5. Legal Counsel
  - Updates on current legal topics/best practice

## **UPCOMING MEETINGS**

- July 22, 2024 - External Affairs Committee Meeting at 6:00 p.m.
- July 24, 2024 - External Affairs Committee Meeting at 6:00 p.m.
- July 25, 2024 - Engineering, Operations and Planning Committee Meeting at 6:00 p.m.
- August 1, 2024 - Regular Board Meeting at 6:00 p.m.
- August 5, 2024 - Safety & Technology Committee Meeting at 6:00 p.m.
- August 12, 2024 - Human Resources Committee Meeting at 6:00 p.m.

## UPCOMING COMMUNITY EVENTS

- July 20 - Bloomington Backpack and Food Giveaway
- July 20 - Rialto Heritage Day (9am-1pm)
- August 6 - National Night Out (Fontana, Rialto, Bloomington)
- August 9 - BIA Water Conference - Ontario CA

## UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- July 26th - SCWC Quarterly Luncheon - SoCalGas Energy Resource Center
- August 13th - ACWA Region 9 Event - Information to come
- August 19th - ASBCSD Dinner - WWWD hosting
- September 9th - 12th - CSDA Annual Conference - Indian Wells
- October 4th - ACWA Region 9 Meeting & Tour - Information to come

## 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 July 11, 2024.

*Elvia Dominguez*

---

Elvia Dominguez, Board Secretary

### Please Note:

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

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

**MINUTES**  
**REGULAR BOARD MEETING**  
of the  
**WEST VALLEY WATER DISTRICT**  
June 6, 2024

**OPENING CEREMONIES**

Call to Order - President Young called the Regular Board Meeting of the West Valley Water District to order at 6:01 p.m.  
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>6:06 p.m. via zoom</i>
Angela Garcia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Robert Ramirez	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Paola Lara	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.  
Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Jenkins.  
Opening Prayer - The Opening Prayer was led by Pastor Vernall Townsend.

WVWD

Minutes: 6/6/24

**CLOSED SESSION**

Public Participation on closed session matters.

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:04 p.m.

**CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel

Employee Groups: International Union of Operating Engineers, Local 12

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of case: Naseem Farooqi v. West Valley Water District et al.

**Report out of Closed Session**

The Board adjourned the closed session at 6:23 p.m. to conduct the business portion of the meeting which commenced at 6:23 p.m. with all Board members present except Director Garcia who was absent.

General Counsel Ferre reported the Board met for closed session and there was no reportable action for the first item, and the second item was not discussed.

General Counsel Ferre announced Director Hawkins was participating remotely from a location noticed on the agenda.

**ADOPT AGENDA**

Motion to adopt the agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

**PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak.

WVWD

Minutes: 6/6/24

Public comment was provided by San Bernardino Valley Water District Board Member June Hayes.

No additional requests were received to speak, therefore President Young closed the public comment period.

**PRESENTATIONS**

- 1. WVWD Video and Written Essay Scholarship Recipients Presentation

Public Outreach and Government Affairs Manager Pantaleon introduced the video and written essay scholarship winners Julianna Valencia and Carlos De la Torre. The Board of Directors presented checks to Miss Valencia and Mr. De la Torre and congratulated them on their success.

**CONSENT CALENDAR**

Motion to approve Consent Calendar items #1 - #7

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Kelvin Moore, Director
<b>SECONDER:</b>	Daniel Jenkins, Vice President
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

- 1. May 16, 2024 Regular Meeting Minutes
- 2. Monthly Revenue & Expenditures Report - April 2024
- 3. Cash Disbursements Report - April 2024
- 4. Purchase Order Report - April 2024
- 5. Monthly Transfer Report - April 2024
- 6. Monthly Treasurer's Report - April 2024
- 7. 2023 Water Quality Report

**BUSINESS MATTERS**

- 8. Climate Resilience Bond

Public Outreach and Government Affairs Manager Pantaleon presented the item and a PowerPoint on the 2024 Climate Bond and the District's Legislative Principles. The Legislative Principles will be taken to the External Affairs Committee for review before having Board of Directors Workshop along with California Strategies.

WVWD

Minutes: 6/6/24



Motion to approve joining the ACWA led coalition in support of a climate resilience bond.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Kelvin Moore, Daniel Jenkins, Gregory Young
<b>ABSENT:</b>	Angela Garcia

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

**1. Meeting Attendance Reports**

Vice President Jenkins reported on his attendance at the Inland Solar Challenge and San Bernardino Valley Municipal Water District’s State Water Project Tour.

Director Moore reported on his attendance at the WELL Sacramento Graduation, Congressman Aguilar’s Check Presentation for Emergency Generators and the Bunker Hill Project, and San Bernardino Valley Municipal Water District’s State Water Project Tour.

Director Hawkins reported on his attendance at CSDA’s Legislative Days, Inland Solar Challenge, and Congressman Aguilar’s Check Presentation for Emergency Generators and the Bunker Hill Project.

**2. Board Committee Reports**

Vice President Jenkins reported on the Finance Committee meeting.

Director Moore reported on the Safety and Technology Committee meeting.

President Young reported on the Engineering, Operations, and Planning Committee meeting.

**3. Board Members**

Vice President Jenkins reported on his attendance at the BRAVE Luncheon and Resource Day.

Director Moore reported on his attendance at the BRAVE Luncheon and Resource Day and at the Fontana Days event.

Director Hawkins thanked staff for coordinating Congressman Aguilar’s check presentation for Emergency Generators and the Bunker Hill Project and wished everyone a Happy Father’s Day.

President Young concurred with Director Hawkins and spoke in remembrance of D-Day.

**4. General Manager**

General Manager Thiel provided updates on recruitments; his attendance at San Bernardino Valley Municipal Water District’s State Water Project Tour and indicated staff will be sharing information

WVWD

Minutes: 6/6/24

from the tour at future Board meetings; staff's participation at a Management and Leadership Training held at the District; federal appropriations received from Congressman Aguilar for emergency generators and the Bunker Hill project; and announced Senator Butler's Office has included two projects, Bloomington Waterline Project and Cybersecurity SCADA project, in next years appropriations list.

Executive Assistant Lara provided an overview of upcoming events and meetings.

## **5. Legal Counsel**

General Counsel Ferre reported on the Attorney General's opinion regarding Brown Act compliance for State of the City events.

## **ADJOURN**

President Young adjourned the meeting at 7:04 p.m.

## **ATTEST:**

---

**Elvia Dominguez, Board Secretary**

Minutes were approved on \_\_\_\_\_ by the Board of Directors of the West Valley Water District.

**MINUTES**  
**SPECIAL BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**June 8, 2024**

**OPENING CEREMONIES**

Call to Order - President Young called the Special Board Meeting of the West Valley Water District to order at 8:31 a.m.  
Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Channing Hawkins	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Angela Garcia	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Robert Ramirez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gustavo Gutierrez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Emmanuel Salazar	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

**PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

WVWD

Minutes: 6/8/24

**DISCUSSION**

**1. FISCAL YEAR 2024-25 PROPOSED OPERATING AND CAPITAL BUDGET**

General Manager Thiel introduced the item and Chief Financial Officer Fox presented a PowerPoint on the proposed Fiscal Year 24-25 budget.

President Young recessed the meeting at 8:48 a.m. and reconvened at 9:00 a.m.

President Young recessed the meeting at 9:25 a.m. and reconvened at 9:37 a.m.

There was discussion on whether the budget should include the Class and Compensation Equity Adjustment of 5% or if it should be approved via a budget adjustment once the numbers are finalized. Human Resources Manager Sainz confirmed that the classification portion of the study is almost complete and preliminary compensation information may be available in late June.

Staff was directed to prepare two versions of the budget, with and without the 5% compensation adjustment, and present both options at the next Board of Directors meeting for discussion and approval.

Chief Finance Officer confirmed \$100,000 were allocated in the budget for grant writing services and Director Moore requested additional funds be allocated for student scholarships.

Staff was directed to increase the Public Affairs scholarships budget to \$5,000.

Additionally, staff was directed to meet with Director Hawkins and Director Garcia to provide them an overview of the budget prior to the next Regular Board of Directors meeting.

**RESULT: REFERRED TO BOARD**  
**Next: 6/20/2024 6:00 PM**

**ADJOURN**

President Young adjourned the meeting at 10:08 a.m.

**ATTEST:**

\_\_\_\_\_  
**Elvia Dominguez, Board Secretary**

Minutes were approved on \_\_\_\_\_ by the Board of Directors of the West Valley Water District.

**MINUTES**  
**REGULAR BOARD MEETING**  
**of the**  
**WEST VALLEY WATER DISTRICT**  
**June 20, 2024**

**OPENING CEREMONIES**

Call to Order - President Young called the Regular Board Meeting of the West Valley Water District to order at 6:01 p.m.  
Roll Call of Board Members

<b>Attendee Name</b>	<b>Present</b>	<b>Absent</b>	<b>Arrived</b>
Directors			
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>6:10 p.m.</i>
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Jeff Ferre	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kimberly Ceron	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation - None.  
Pledge of Allegiance - The Pledge of Allegiance was led by Vice President Jenkins.  
Opening Prayer - The Opening Prayer was led by Elder Tom McColl.

Manager of Public Outreach and Government Affairs Pantaleon introduced newly hired Public Outreach and Government Affairs Representative II Kimberly Ceron, who introduced herself and stated she looks forward to working for the District.

WVWD

Minutes: 6/20/24

**CLOSED SESSION**

Public Participation on closed session matters

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

The Board entered into closed session at 6:06 p.m.

**CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section 54957.6

Agency designated representatives: John Thiel, General Manager, Haydee Sainz, Human Resources Manager, Oliver Yee, Special Counsel

Employee Groups: International Union of Operating Engineers, Local 12

**CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

Paragraph (1) of subdivision (d) of Government Code Section 54956.9

Name of case: Naseem Farooqi v. West Valley Water District et al.

Report out of Closed Session

The Board adjourned the closed session at 6:42 p.m. to conduct the business portion of the meeting which commenced at 6:44 p.m. with all Board members present.

General Counsel Ferre reported the Board met for closed session and there was no reportable action taken.

**ADOPT AGENDA**

Motion to adopt the agenda.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Angela Garcia, Director
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

**PUBLIC PARTICIPATION**

President Young inquired if anyone from the public would like to speak. No requests were received to speak via email or in-person, or on Zoom, therefore President Young closed the public comment period.

**PRESENTATIONS**

- 1. State Water Project

WVWD

Minutes: 6/20/24

General Manager Thiel introduced the item and Assistant General Manager Jadeski presented a PowerPoint on the State Water Project.

**CONSENT CALENDAR**

Motion to approve Consent Calendar items #1 - #4

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Channing Hawkins, Director
<b>SECONDER:</b>	Daniel Jenkins, Vice President
<b>AYES:</b>	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

- 1. Approve Agreement for Treasury Services
- 2. Approval of Blanket Purchase Orders for Fiscal Year 2024-2025
- 3. Transfer of Unclaimed Funds into District General Fund
- 4. Purchase Order Report - May 2024

**BUSINESS MATTERS**

- 5. Resolutions declaring an election for November 2024

General Manager Thiel introduced the item and Board Secretary Dominguez presented the report.

Motion to adopt Resolution No. 2024-02 Calling a General Municipal Election to be held on Tuesday, November 5, 2024 for the Election of Members of the Board of Directors for Division 1, 4, and 5 and requesting election services from the County of Riverside for jurisdiction in Division 1.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Channing Hawkins, Director
<b>SECONDER:</b>	Daniel Jenkins, Vice President
<b>AYES:</b>	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

Motion to adopt Resolution No. 2024-03 Calling a General Municipal Election to be held on Tuesday, November 5, 2024 for the Election of Members of the Board of Directors for Division 1, 4, and 5 and requesting election services from the County of San Bernardino for jurisdiction in Division 1, 4, and 5.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Angela Garcia, Director
<b>AYES:</b>	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

WVWD

Minutes: 6/20/24

6. Fiscal Year 2024-25 Proposed Operating and Capital Budget

Chief Financial Officer Fox presented the report and reviewed adjustments made to the budget after the posting of the agenda:

1) Interest and Investment Earnings - Interest Income on Investments increased from \$3,700,000 to \$4,000,000; 2) Employee Labor Expense decreased from \$10,841,400 to \$10,341,400; 3) Administration - Professional Services/Other Consultants allocation of \$150,000; 4) Public Affairs - Outreach Programs increased from \$2,000 to \$5,000; 5) Public Affairs - Professional Services / Other Consultants increased from \$5,000 to \$7,500; 6) Public Affairs - Sponsorships Community Events & Promotional Items increased from \$13,500 to \$17,500; 7) Public Affairs - Sponsorships Local Community & Water Industry Based increased from \$25,000 to \$30,000; 8) Public Affairs - Outreach Programs increased from \$7,500 to \$11,500; and 9) Customer Service - Outside Labor / Contractors / Remote Site Fees allocation of \$30,000.

Director Hawkins requested an additional \$7,500 be added to adjustment #7 Public Affairs - Sponsorships Local Community & Water Industry Based for a total of \$37,500. The Board concurred.

Motion to adopt Resolution No. 2024-04, adopting the Fiscal Year 2024-25 Proposed Operating Budget (Draft B) and Capital Budget, as amended to include adjustments #1 - #9; adopt the FY 2024-25 Organization Chart; and adopt the FY 2024-25 salary schedule.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Daniel Jenkins, Vice President
<b>SECONDER:</b>	Kelvin Moore, Director
<b>AYES:</b>	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

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

**1. Meeting Attendance Reports**

Director Hawkins reported on his attendance at the City of Rialto’s Juneteenth event and a meeting with General Counsel.

Director Garcia reported at her attendance at a meeting with the Fontana Chamber of Commerce, Stage Red Ribbon Cutting event, and ASBCSD monthly meeting,

Vice President Jenkins reported on his attendance at the ASBCSD monthly meeting and AWWA ACE24 Conference.

Director Moore reported on his attendance at the Rialto Men's Health Fair, ASBCSD monthly meeting, and City of Rialto’s Juneteenth event.

**2. Board Committee Reports**

Director Moore reported on the Human Resources Committee meeting.

WVWD

Minutes: 6/20/24



Vice President Jenkins reported on the Finance Committee meeting.

### **3. Board Members**

Director Garcia announced the Fontana Chamber of Commerce has invited the District on their podcast to speak on how we serve communities, and she announced the District will be holding a tour for Supervisor Jesse Armendarez.

Director Hawkins announced he will be resigning as a Board of Director effective the first meeting of August as he will be moving out of the service area. He thanked the Board of Directors and staff for working beside him to help to improve the District.

The Board of Directors thanked Director Hawkins for his service and stated he will be missed on the Board.

### **4. General Manager**

General Manager Thiel thanked Director Hawkins for his service to the District and wished him the best.

General Manager Thiel provided a recruitment update.

Board Secretary Dominguez provided an overview of upcoming meetings and announced the next scheduled meeting is on the 4th of July Holiday. The Board of Directors directed staff to cancel that meeting. The next Board meeting will be on July 18, 2024.

### **5. Legal Counsel**

Legal Counsel Ferre thanked Director Hawkins for the opportunity to serve as Legal Counsel during his service to the District and wished him the best in his future endeavors.

## **ADJOURN**

President Young adjourned the meeting at 7:57 p.m.

## **ATTEST:**

---

**Elvia Dominguez, Board Secretary**

Minutes were approved on \_\_\_\_\_ by the Board of Directors of the West Valley Water District.

WVWD

Minutes: 6/20/24



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** MONTHLY REVENUE & EXPENDITURES REPORT - MAY 2024

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

**DISCUSSION:**

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through May 31. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

**FISCAL IMPACT:**

There is no fiscal impact for producing the May 2024 Monthly Revenue & Expenditure Report.

**STAFF RECOMMENDATION:**

Forward a recommendation to the Board of Directors to approve the May 2024 Monthly Revenue & Expenditure Report.

**ATTACHMENT(S):**

1. Exhibit A - 2024 May Monthly Revenue Expenditure Report

# EXHIBIT A



West Valley Water District, CA

# Budget Report Group Summary

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Revenue</b>						
4000 - Water consumption sales	19,665,777.00	19,665,777.00	1,402,282.23	16,187,455.91	-3,478,321.09	82.31 %
4010 - Water service charges	8,458,277.00	8,458,277.00	846,198.24	8,073,392.71	-384,884.29	95.45 %
4020 - Other operating revenue	4,223,477.00	4,223,477.00	392,013.66	3,460,771.05	-762,705.95	81.94 %
4030 - Property Taxes	3,147,135.00	3,147,135.00	774,705.65	4,218,872.45	1,071,737.45	134.05 %
4040 - Interest & Investment Earnings	2,020,626.49	2,020,626.49	120,924.18	4,571,731.72	2,551,105.23	226.25 %
4050 - Rental Revenue	40,835.61	40,835.61	3,352.07	36,475.81	-4,359.80	89.32 %
4060 - Grants and Reimbursements	102,704.33	102,704.33	135,645.62	474,729.97	372,025.64	462.23 %
4070 - Gain on Sale of Capital Assets	0.00	0.00	0.00	2,029,568.00	2,029,568.00	0.00 %
4080 - Other Non-Operating Revenue	16,713.82	16,713.82	0.00	32,085.33	15,371.51	191.97 %
<b>Revenue Total:</b>	<b>37,675,546.25</b>	<b>37,675,546.25</b>	<b>3,675,121.65</b>	<b>39,085,082.95</b>	<b>1,409,536.70</b>	<b>103.74 %</b>

## Budget Report

For Fiscal: 2023-2024 Period Ending: 05/31/2024

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
<b>Expense</b>						
5110 - Source Of Supply	2,508,463.00	2,214,463.00	10,175.96	1,588,172.83	626,290.17	71.72 %
5210 - Production	5,119,150.00	4,984,150.00	328,360.91	4,141,231.49	842,918.51	83.09 %
5310 - Water Quality	802,025.00	815,525.00	71,854.77	611,292.84	204,232.16	74.96 %
5320 - Water Treatment - Perchlorate	830,000.00	765,000.00	1,645.71	350,325.38	414,674.62	45.79 %
5350 - Water Treatment - FBR/FXB	1,977,245.00	1,977,245.00	131,354.20	1,600,348.81	376,896.19	80.94 %
5390 - Water Treatment - Roemer/Arsenic	2,032,185.00	2,032,185.00	140,654.84	1,713,233.49	318,951.51	84.30 %
5410 - Maintenance - T & D	2,541,200.00	3,055,200.00	384,180.07	2,604,020.62	451,179.38	85.23 %
5510 - Customer Service	1,368,400.00	1,368,400.00	94,196.25	1,127,116.83	241,283.17	82.37 %
5520 - Meter Reading	1,041,100.00	1,041,100.00	103,011.89	728,932.37	312,167.63	70.02 %
5530 - Billing	575,400.00	608,400.00	61,402.17	524,828.15	83,571.85	86.26 %
5610 - Administration	2,412,380.00	2,354,380.00	171,643.76	1,756,686.98	597,693.02	74.61 %
5615 - General Operations	3,540,189.00	3,540,189.00	74,717.33	2,616,588.98	923,600.02	73.91 %
5620 - Accounting	1,039,100.00	1,039,100.00	88,058.84	836,383.28	202,716.72	80.49 %
5630 - Engineering	1,834,595.00	1,814,595.00	187,342.29	1,418,999.95	395,595.05	78.20 %
5640 - Business Systems	1,423,250.00	1,423,250.00	144,866.39	1,223,063.73	200,186.27	85.93 %
5645 - GIS	262,040.00	262,040.00	19,760.81	164,777.64	97,262.36	62.88 %
5650 - Board Of Directors	309,700.00	309,700.00	25,089.25	253,348.20	56,351.80	81.80 %
5660 - Human Resources/Risk Management	874,050.00	899,050.00	71,115.67	753,555.25	145,494.75	83.82 %
5680 - Purchasing	677,500.00	677,500.00	82,829.95	611,050.08	66,449.92	90.19 %
5710 - Public Affairs	1,269,200.00	1,269,200.00	73,196.09	654,329.18	614,870.82	51.55 %
5720 - Grants & Rebates	30,000.00	30,000.00	100.00	10,364.48	19,635.52	34.55 %
6200 - Interest Expense	877,600.00	877,600.00	0.00	664,622.77	212,977.23	75.73 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	6,615.00	0.00 %
6800 - Other Non-Operating Expense	0.00	0.00	0.00	514,449.99	-514,449.99	0.00 %
<b>Expense Total:</b>	<b>33,351,387.00</b>	<b>33,364,887.00</b>	<b>2,265,557.15</b>	<b>26,467,723.32</b>	<b>6,897,163.68</b>	<b>79.33 %</b>
<b>Report Surplus (Deficit):</b>	<b>4,324,159.25</b>	<b>4,310,659.25</b>	<b>1,409,564.50</b>	<b>12,617,359.63</b>	<b>8,306,700.38</b>	<b>292.70 %</b>

## Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - Water Operations Fund	4,324,159.25	4,310,659.25	1,409,564.50	12,617,359.63	8,306,700.38
<b>Report Surplus (Deficit):</b>	<b>4,324,159.25</b>	<b>4,310,659.25</b>	<b>1,409,564.50</b>	<b>12,617,359.63</b>	<b>8,306,700.38</b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** PURCHASE ORDER REPORT - JUNE 2024

---

**BACKGROUND:**

The West Valley Water District (“District”) generated twenty (20) Purchase Orders (“PO”) in the month of June 2024 to various vendors that provide supplies and services to the District. The total amount issued to PO’s for the month of June 2024 was \$172,533.67. A table listing all PO’s for June 2024 is shown in Exhibit A.

There were no Change Orders (“CO”) approved at the General Manager’s approval level during the month of June 2024.

**FISCAL IMPACT:**

There is no fiscal impact for producing the June 2024 Purchase Order Report.

**STAFF RECOMMENDATION:**

Approve the June 2024 Purchase Order Report.

**ATTACHMENT(S):**

1. Exhibit A - June 2024 Purchase Order Report

# Exhibit A



## Purchase Order Summary Report

## Purchase Order Detail

Issued Date Range 06/01/2024 - 06/30/2024



West Valley Water District, CA

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
24-0378	Back hoe tires for 3 units 00899 - ELITE ROAD SERVICE & TIRE INC	Completed West Valley Water District	6/4/2024 6/18/2024	0.00	5,630.32
24-0381	Service Plan Coverage for Dionex ICS 500+ 01221 - THERMO ELECTRON NORTH AMERICA LLC	Completed West Valley Water District	6/5/2024 6/19/2024	0.00	20,117.00
24-0382	Agenda Link Licensing and Implementation 02727 - CLOUD DRIVEN SOLUTIONS INC	Completed West Valley Water District	6/6/2024 6/20/2024	0.00	15,250.00
24-0383	Install New Retractor System on Fuel Pump 02336 - ORANGE COAST PETROLEUM EQUIPMENT INC	Completed West Valley Water District	6/4/2024 6/18/2024	0.00	1,688.96
24-0384	Replace damaged Good Year tire on unit 223 00899 - ELITE ROAD SERVICE & TIRE INC	Completed West Valley Water District	6/6/2024 6/20/2024	0.00	1,090.17
24-0386	Backwash Arsenic plant meter 01658 - ENDRESS + HAUSER C/O JPR SYSTEMS	Outstanding West Valley Water District	6/7/2024 6/21/2024	0.00	5,096.11
24-0387	Steel grates above GAC pumps in Roemer building 01567 - MCMaster-CARR SUPPLY COMPANY	Outstanding West Valley Water District	6/7/2024 6/21/2024	0.00	5,375.89
24-0388	Federal Lobbying Services 02705 - CALIFORNIA STRATEGIES & ADVOCACY LLC	Outstanding West Valley Water District	6/10/2024 6/24/2024	0.00	12,500.00
24-0389	FBR Fire Alarm Repair 01606 - CHAMPION FIRE SYSTEMS, INC.	Completed West Valley Water District	6/7/2024 6/21/2024	0.00	1,295.00
24-0390	Repair to 6" MQ Tow Behind Trash Pump 02701 - MULTIQUIP INC	Completed West Valley Water District	6/10/2024 6/24/2024	0.00	1,537.18
24-0391	State Lobbyist 02705 - CALIFORNIA STRATEGIES & ADVOCACY LLC	Partially Received West Valley Water District	6/11/2024 6/25/2024	0.00	37,500.00
24-0392	Computer Supplies Jun 2024 02325 - AMAZON.COM SALES INC	Completed West Valley Water District	6/12/2024 6/26/2024	0.00	1,744.54
24-0393	Solenoid for Filter # 6 surface wash valve 02584 - SANTA FE SPRINGS WATER SYSTEMS CO	Outstanding West Valley Water District	6/13/2024 6/27/2024	0.00	1,150.56
24-0394	Backflow Simulation Station 02730 - CROSS CONNECTION ENVIRONMENTAL LLC	Outstanding West Valley Water District	6/13/2024 6/27/2024	0.00	3,978.99
24-0395	Water Quality Postage 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONG/	Completed West Valley Water District	6/13/2024 6/27/2024	0.00	4,843.93
24-0396	Water Quality Report Postcards 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONG/	Completed West Valley Water District	6/13/2024 6/27/2024	0.00	3,581.38
24-0397	Hydroi Electric Plant Breakers (Emergency) 02440 - CITY ELECTRIC SUPPLY	Outstanding West Valley Water District	6/20/2024 7/4/2024	0.00	12,397.50
24-0398	Verkada Security Camera Project 02738 - SAFE AND SOUND SECURITY INC	Completed West Valley Water District	6/25/2024 7/9/2024	0.00	30,243.83

## Purchase Order Summary Report

Issued Date Range 06/01/2024 - 06/30/2024

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
24-0399	Cla-Val service Well 42 pressure reliefs 00641 - CLA VAL CO	Completed West Valley Water District	6/25/2024 7/9/2024	0.00	4,232.08
25-0001	Emergency hoist repair 02742 - CUMMINGS INDUSTRIES INC	Outstanding West Valley Water District	6/26/2024 7/10/2024	0.00	3,300.23
<b>Purchase Order Count: (20)</b>			<b>Total Trade Discount: 0.00</b>	<b>Total: 172,553.67</b>	



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** MONTHLY TRANSFER REPORT - MAY 2024

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

**DISCUSSION:**

Following the Board's request for monthly updates on transfers related to investments is the May 2024 Funds Transfer Report. This is located at Exhibit A. There were two transfers during the month made from the Local Agency Investment Fund (LAIF) account totaling \$4.5 million going into the Chase General Checking Account. The funds were transferred to cover a PCL Construction invoice for the Roemer Expansion Project.

**FISCAL IMPACT:**

Lost interest earnings on funds transferred from the LAIF account. The transfer was made out of operational necessity.

**STAFF RECOMMENDATION:**

Forward a recommendation to the Board of Directors to approve the May 2024 Funds Transfer Report.

**ATTACHMENT(S):**

1. Exhibit A - 2024 May Transfer Form

# EXHIBIT A

**Fund Transfer Detail May 2024**

Date	Beginning Balances	Amount
5/1/2024	Chase Gen Checking	6,448,424.70
5/1/2024	LAIF	4,822,625.60
5/15/2024	Chase Gen Checking	2,262,289.35
5/15/2024	LAIF	2,322,625.60

Date	Transfers	Amount
5/1/2024	LAIF → Chase Gen Checking	2,500,000.00
5/15/2024	LAIF → Chase Gen Checking	2,000,000.00

Date	Ending Balances (After Transfers) <sup>1</sup>	Amount
5/1/2024	Chase Gen Checking <sup>2</sup>	8,420,313.57
5/1/2024	LAIF	2,322,625.60
5/15/2024	Chase Gen Checking <sup>2</sup>	9,227,963.59
5/15/2024	LAIF	322,625.60

(1) Ending balances may include other credits/deposits besides transfer amounts.

(2) Transfer was used to pay PCL invoice for Roemer Expansion Project.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** MONTHLY CASH DISBURSEMENTS REPORT - MAY 2024

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented to the Finance Committee on a monthly basis.

**DISCUSSION:**

Each month, the Accounting Department provides a complete listing of all previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll Disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are 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.

**FISCAL IMPACT:**

There is no fiscal impact for producing the May 2024 Cash Disbursement Reports.

**STAFF RECOMMENDATION:**

Forward a recommendation to the Board of Directors to approve the May 2024 Cash Disbursement Reports.

**ATTACHMENT(S):**

1. Exhibit A - 2024 May Cash Disbursements Board Report
2. Exhibit B - 2024 May Cash Disbursements Payroll Board Report

# EXHIBIT A

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7784	ABF PRINTS INC	EARTH DAY BANNERS	\$ 915.88	
7784	ABF PRINTS INC	EARTH DAY BANNERS	\$ 474.10	
7785	AUTOMATED GATE SERVICES INC	ROEMER GATE REPAIR	\$ 364.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 470.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 34.50	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#11	\$ 620.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 620.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 228.00	
7786	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7787	DAVID N M TURCH	Federal Lobbyist Services-02/09/24-03/08/24	\$ 12,500.00	
7788	EVOQUA WATER TECHNOLOGIES LLC	Ion Exchange Resin Replaement At Well 42	\$ 227,202.33	
7789	FASTENAL COMPANY	SHOP SUPPLIES	\$ 232.91	
7789	FASTENAL COMPANY	SHOP SUPPLIES	\$ 790.83	
7789	FASTENAL COMPANY	SHOP SUPPLIES	\$ 693.26	
7790	GENERAL PUMP COMPANY INC	Rialto Well 6 Rehabilitation	\$	96,469.36
7791	HASA INC.	CHEMICALS-WELLS	\$ 313.11	
7791	HASA INC.	CHEMICALS-WELLS	\$ 289.02	
7791	HASA INC.	CHEMICALS-WELLS	\$ 385.36	
7791	HASA INC.	CHEMICALS-WELLS	\$ 626.21	
7791	HASA INC.	CHEMICALS-WELLS	\$ 264.94	
7791	HASA INC.	CHEMICALS-WELLS	\$ 156.55	
7791	HASA INC.	CHEMICALS-BLF	\$ 1,204.26	
7791	HASA INC.	CHEMICALS-WELLS	\$ 216.77	
7791	HASA INC.	CHEMICALS-WELLS	\$ 325.15	
7791	HASA INC.	CHEMICALS-WELLS	\$ 216.77	
7791	HASA INC.	CHEMICALS-WELLS	\$ 240.85	
7791	HASA INC.	CHEMICALS-WELLS	\$ 276.98	
7791	HASA INC.	CHEMICALS-BLF	\$ 1,445.11	
7791	HASA INC.	CHEMICALS-WELL#42	\$ 276.98	
7792	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 366.17	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 644.02	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 662.89	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 913.35	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 319.62	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 792.49	
7792	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 168.94	
7793	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 85.63	
7794	OLGUIN, RUDY	EARTH DAY SUPPLIES	\$ 293.48	
7794	OLGUIN, RUDY	EARTH DAY SUPPLIES	\$ 134.67	
7795	PANTALEON, SOCORRO	ACWA LEGISLATIVE SYMPOSIUM	\$ 573.98	
7795	PANTALEON, SOCORRO	EARTH DAY SUPPLIES	\$ 59.26	
7795	PANTALEON, SOCORRO	EARTH DAY SUPPLIES	\$ 29.64	
7796	CHANDLER ASSET MANAGEMENT	SERVICES APRIL 2024	\$ 6,996.40	
7797	INFOSEND INC	Postage/Printing for Customer Bills	\$ 4,364.05	
7797	INFOSEND INC	Postage/Printing for Customer Bills	\$ 15,082.01	
7798	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 43.50	
7798	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 3,088.50	
7798	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 2,634.00	
7799	SAMBA HOLDINGS INC	HR SERVICES-APRIL 2024	\$ 148.02	
7800	SHARP EXTERMINATOR INC	PEST CONTROL SERVICE-MAR 2024	\$ 290.00	



## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7800	SHARP EXTERMINATOR INC	PEST CONTROL SERVICE-APR 2024	\$ 290.00	
7801	ACWA /JPIA	Retirees	\$ 1,855.68	
7801	ACWA /JPIA	Retirees	\$ 15,615.76	
7801	ACWA /JPIA	Retirees	\$ 593.04	
7801	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 699.54	
7801	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 9,006.98	
7801	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 205.84	
7801	ACWA /JPIA	HEALTH INSURANCE	\$ 146,134.21	
7801	ACWA /JPIA	VISION	\$ 1,757.94	
7801	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 725.06	
7801	ACWA /JPIA	HEALTH INSURANCE	\$ 9,475.16	
7801	ACWA /JPIA	VISION	\$ 105.90	
7802	CDW GOVERNMENT INC	VMWARE 2024 anual subscription	\$ 4,005.46	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 701.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 40.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 31.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 51.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 51.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 1,085.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 42.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 155.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 410.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7803	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7804	COMPUTERIZED EMBROIDERY COMPANY INC	CUSTOMER SERVICE SHIRTS	\$ 734.82	
7805	EL-CO CONTRACTORS INC	Zone 3 Bloomington Avenue Main Replacement Project	\$	4,892.70
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	8,497.09
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	163,905.77
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	135,145.77
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	8,497.10
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	323,683.86
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	3,630.60
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	3,630.59
7806	ERS INDUSTRIAL SERVICES INC.	Roemer Filter Media Replacing and Coating #5 & #2	\$	323,683.86
7806	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(8,620.15)
7806	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(7,182.14)
7806	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(16,365.73)
7806	ERS INDUSTRIAL SERVICES INC.	RETENTION	\$	(16,365.72)
7807	FASTENAL COMPANY	SHOP SUPPLIES	\$ 335.70	
7807	FASTENAL COMPANY	SHOP SUPPLIES	\$ 291.16	
7808	GENERAL PUMP COMPANY INC	Rialto Well 6 Rehabilitation	\$	167,331.08

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7808	GENERAL PUMP COMPANY INC	FBR Influent Booster A Motor	\$ 9,035.83	
7808	GENERAL PUMP COMPANY INC	FBR DAF Influent pump replacement	\$ 21,628.74	
7809	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 859.52	
7810	HASA INC.	CHEMICALS-WELLS	\$ 144.51	
7810	HASA INC.	CHEMICALS-WELLS	\$ 192.68	
7810	HASA INC.	CHEMICALS-WELLS	\$ 120.43	
7810	HASA INC.	CHEMICALS-WELLS	\$ 539.51	
7810	HASA INC.	CHEMICALS-WELLS	\$ 120.43	
7810	HASA INC.	CHEMICALS-WELLS	\$ 180.64	
7810	HASA INC.	CHEMICALS-WELLS	\$ 361.28	
7810	HASA INC.	CHEMICALS-WELLS	\$ 168.60	
7810	HASA INC.	CHEMICALS-WELLS	\$ 168.60	
7810	HASA INC.	CHEMICALS-WELLS	\$ 361.28	
7810	HASA INC.	CHEMICALS-ROEMER	\$ 5,408.68	
7811	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 484.80	
7811	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 196.12	
7811	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 85.80	
7811	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 79.96	
7811	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 197.80	
7811	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 162.35	
7811	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 493.69	
7811	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 981.99	
7812	PANTALEON, SOCORRO	ACWA SPRING CONF-MEALS/LODGING/TRANSP	\$ 1,372.53	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 3.96	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.18	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.46	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.84	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.96	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.43	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.66	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.86	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.84	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.18	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.71	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.15	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.18	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.84	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.50	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.66	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.86	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 2.25	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 3.96	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.43	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.10	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.86	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.84	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.50	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.08	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.36	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.91	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.91	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.37	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.08	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 3.28	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.27	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.91	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.81	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.80	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 2.25	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.29	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.24	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.10	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.29	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.85	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.25	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.98	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.09	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.11	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.11	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.19	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.39	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
7813	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.30	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.77	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.68	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.86	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.74	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.25	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.56	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.21	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 1.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.06	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 2.78	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.21	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.39	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.02	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.54	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.22	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.22	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 0.67	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.83	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 11.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 0.74	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 8.75	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.62	
7813	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.59	
7813	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.06	
7813	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.29	
7813	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 8.75	
7817	ABF PRINTS INC	WORK REPORTS	\$ 689.60	
7818	BOOT BARN INC	SAFETY BOOTS-ARTURO JAUREGUI	\$ 250.00	
7818	BOOT BARN INC	SAFETY BOOTS-CLIFFORD RAY	\$ 219.76	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 267.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 55.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 50.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 31.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 112.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 221.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 75.00	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
7819	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
7820	GARCIA, ANGELA	MILEAGE REIMB-APRIL 2024	\$ 166.03	
7821	HAWKINS, CHANNING	MILEAGE REIMB-APRIL 2024	\$ 164.14	
7822	JAUREGUI ARTURO	OVERTIME-MEAL	\$ 15.68	
7823	JENKINS, DANIEL	MILEAGE REIMB-APRIL 2024	\$ 317.05	
7824	LEASE PLAN USA INC	Mechanic Repairs for Fleet	\$ 2,897.16	
7825	LIZETT SANTORO	NOTARY PUBLIC BOND RECORDING	\$ 107.00	
7826	MOORE, KELVIN	MILEAGE REIMB-APRIL 2024	\$ 225.79	
7827	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 635.54	
7828	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SUPPLIES	\$ 57.02	
7828	RECYCLED AGGREGATE MATERIALS CO INC	MAINT SHOP SUPPLIES	\$ 240.13	
7828	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 520.00	
7829	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-RICARDO MARROQUIN	\$ 250.00	
7829	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-ALBERT HERRERA	\$ 223.03	
7829	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-LUIS GOMEZ	\$ 250.00	
7829	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-DIMITRIUS GLASS	\$ 250.00	
7829	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-RYAN SMITH	\$ 250.00	
7830	ROMERO, LIVIER	TYLER CONNECT 24 CONFERENCE EXPENSES	\$ 24.75	
7830	ROMERO, LIVIER	TYLER CONNECT 24 CONFERENCE EXPENSES	\$ 246.34	
7831	VULCAN MATERIALS COMPANY	Temp Asphalt-cold mix	\$ 1,653.44	
86368	Alvarez, Diana	CUSTOMER REFUND	\$ 119.39	
86369	MCDONALD, BILL	CUSTOMER REFUND	\$ 106.55	
86370	INC, Opendoor Labs	CUSTOMER REFUND	\$ 58.81	
86371	He, Rengui	CUSTOMER REFUND	\$ 59.65	
86372	NORTH FONTANA INVESTMENT COMPANY	CUSTOMER REFUND	\$ 132.04	
86373	LS-FONTANA LLC	CUSTOMER REFUND	\$ 2,465.67	
86374	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 207.82	
86374	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 215.87	
86375	AQUA-METRIC SALES CO	1" Meters for CIP	\$	73,754.88
86375	AQUA-METRIC SALES CO	MXUs for CIP	\$	71,928.52
86375	AQUA-METRIC SALES CO	METERS MAINTENANCE	\$ 445.00	
86376	BLAINE TECH SERVICES INC	Groundwater Sampling Services	\$ 1,890.00	
86377	DAN'S LAWNMOVER CENTER	EQUIPMENT MAINTENANCE	\$ 239.71	
86377	DAN'S LAWNMOVER CENTER	EQUIPMENT MAINTENANCE	\$ 586.60	
86377	DAN'S LAWNMOVER CENTER	EQUIPMENT MAINTENANCE	\$ 335.26	
86378	FERGUSON ENTERPRISES INC # 677	SB Clamps Ferg 040424	\$ 930.74	
86378	FERGUSON ENTERPRISES INC # 677	SB Clamps Ferg 040424	\$ 827.20	
86379	FMB TRUCK OUTFITTERS, INC.	EQUIPMENT MAINTENANCE	\$ 573.55	
86380	GARDA CL WEST INC	ARMORED TRANSPORT-MAR 2024	\$ 22.95	
86381	HAAKER EQUIPMENT COMPANY	Hydro Excavator parts for Sludge @ Roemer	\$ 1,066.51	
86382	INLAND DESERT SECURITY	ANSWERING SERVICE	\$ 712.75	
86383	JADESKI, LINDA S	ACWA FALL CONFERENCE	\$ 105.86	
86384	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 127.71	
86384	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 89.62	
86384	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 82.92	
86384	JOHNSON'S HARDWARE INC	ROEMER SUPPLIES	\$ 125.73	
86385	KAREEM OIL INC	DEPOSITS REFUND CONT/METERS/VALV	\$ 9,310.00	
86386	MASTERS TELECOM LLC	ROEMER FIRE PANEL PHONE LINE	\$ 65.53	
86387	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching and Repairs	\$ 11,425.66	
86388	O'REILLY AUTO PARTS	UNIT#239 MAINTENANCE	\$ 309.84	
86389	PAUL THOMAS	CS RECEIPT BOOKS	\$ 532.70	
86390	SO CALIFORNIA EDISON	BLF - 03/21/24-04/21/24	\$ 37.05	
86391	SOUTHWEST VALVE & EQUIPMENT	Purchase of 24 inch valve and actuator	\$ 16,557.46	
86392	STATE WATER RESOURCES CONTROL BOARD	D4 CERTIFICATION-JAIME L VALENCIA	\$ 105.00	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86393	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 225.93	
86393	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 225.94	
86393	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 225.94	
86393	STETSON ENGINEERS INC	Stetson -Rialto Basin Groundwater Mngmt Plan	\$ 225.94	
86394	ULINE	SHOP SUPPLIES	\$ 875.77	
86395	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 526.25	
86395	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 207.40	
86395	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 207.40	
86395	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 690.75	
86396	VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Two Visit PM Serice Contract	\$ 11,363.32	
86397	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 5,505.65	
86397	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,052.21	
86397	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,190.35	
86398	YO FIRE	2" Meter Flange	\$ 355.58	
86398	YO FIRE	1 1/2" COPPER HARD K PIPE	\$ 668.91	
86398	YO FIRE	MAINTENANCE SUPPLIES	\$ 452.55	
86398	YO FIRE	MAINTENANCE SUPPLIES	\$ 260.76	
86399	GARCIA, ALEJANDRO & DAISY	CUSTOMER REFUND	\$ 162.14	
86400	CORNETT, JENNIFER M.	CUSTOMER REFUND	\$ 9.95	
86401	MADRID, JOSE	CUSTOMER REFUND	\$ 7.34	
86402	SOUSA, CHRISTIAN	CUSTOMER REFUND	\$ 18.73	
86403	Morales, Ian Sanchez Munoz & Paola	CUSTOMER REFUND	\$ 46.13	
86404	LENNAR HOMES	CUSTOMER REFUND	\$ 6.50	
86405	2018-3 IH BORROWER LP	CUSTOMER REFUND	\$ 8.08	
86406	LOMELI, VANESSA/ JUAN	CUSTOMER REFUND	\$ 27.20	
86407	LENNAR CORP	CUSTOMER REFUND	\$ 23.77	
86408	NK DEMOLITION	CUSTOMER REFUND	\$ 3,492.54	
86409	MORENO, ALEX	CUSTOMER REFUND	\$ 29.49	
86410	MUNOZ, MIGUEL	CUSTOMER REFUND	\$ 26.01	
86411	LENNAR HOMES	CUSTOMER REFUND	\$ 1.82	
86412	CERVANTES, OMAR	CUSTOMER REFUND	\$ 34.24	
86413	WEAVER, MICHAEL	CUSTOMER REFUND	\$ 38.80	
86414	KMC INVESTMENT CORP	CUSTOMER REFUND	\$ 16.18	
86415	LENNAR HOMES	CUSTOMER REFUND	\$ 3.85	
86416	LENNAR HOMES	CUSTOMER REFUND	\$ 18.26	
86417	LENNAR CORP	CUSTOMER REFUND	\$ 20.48	
86418	WILLIAMS, RODNEY	CUSTOMER REFUND	\$ 0.93	
86419	DAVIS, BROOKE & CARL	CUSTOMER REFUND	\$ 14.28	
86420	TUMBARELLO, JESSICA	CUSTOMER REFUND	\$ 74.29	
86421	360 GLOBAL TECHNOLOGY LLC	CONTRACTS/LICENSES-WEB HOSTING JUNE 2024	\$ 500.00	
86422	ALLIANCE 2020 INC	HR SERVICES	\$ 34.58	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 639.58	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 489.09	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 38.76	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 99.00	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 360.80	
86423	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 113.90	
86423	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 31.23	
86423	AMAZON.COM SALES INC	EARTH DAY SUPPLIES	\$ 43.08	
86424	ANDREW METZGER	PHOTOGRAPHY-EARTH DAY EVENT	\$ 860.00	
86425	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 238.43	
86425	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-HQ	\$ 969.39	
86426	CALIFORNIA AFRICAN AMERICAN WATER EDUCATION FOUNDAT	CAAWEF INAUGURAL SPONSORSHIP	\$ 1,000.00	
86427	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 160.42	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86428	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1105 W MIRAMONT	\$ 958.70	
86428	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-801 S IDYLLWILD	\$ 958.70	
86428	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1718 W TOWNSEND	\$ 958.70	
86429	COASTAL BUILDING SERVICES INC	Janitorial Services	\$ 185.00	
86429	COASTAL BUILDING SERVICES INC	Janitorial Services	\$ 2,904.00	
86430	COMMUNITY HEALTH SYSTEMS INC	CHSI Bloomingtin Backpack giveaway sponsorship	\$ 2,000.00	
86431	CUSTOM WATER, INC	WVWD WATER BOTTLES	\$ 663.88	
86432	DIGITAL IMAGE SOLUTIONS, LLC	Ricoh IM C6500 Copier for Administration	\$	18,263.63
86432	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-04/01/24-04/30/24	\$ 748.57	
86433	EL ROD FENCE CO, INC	PRODUCTION SUPPLIES	\$ 505.00	
86433	EL ROD FENCE CO, INC	Urgent repairs to fencing at Tropical Flume site	\$ 2,089.00	
86434	FEDEX	MAILING FEES	\$ 73.81	
86435	GREEN MEDIA CREATIONS INC	WATER WELL TRAINING- APRIL 2024	\$ 51.27	
86436	INLAND SOLAR CHALLENGE	ISC Sponsorship- Rialto High School	\$ 2,500.00	
86437	LARA, PAOLA	CSDA TRAINING-MILEAGE REIMB	\$ 155.44	
86438	LOWES	FBR SUPPLIES	\$ 42.93	
86439	MACKAMUL, ROBERT	SAFETY GLASSES	\$ 250.00	
86440	MARIPOSA LANDSCAPES INC	Landscape Maintenance Services	\$ 7,445.98	
86441	MCCALLS METERS INC	Annual Large Meter Testing	\$ 12,264.69	
86442	NAVEX GLOBAL INC	CONTRACTS/LICENSES	\$ 14,690.00	
86443	RIALTO WATER SERVICES	FBR 03/19/24-04/15/24	\$ 1,703.60	
86443	RIALTO WATER SERVICES	HQ WATER SVC-03/20/24-04/18/24	\$ 123.96	
86443	RIALTO WATER SERVICES	ROEMER WATER 02/29/24-03/31/24	\$ 67.17	
86444	SO CALIFORNIA EDISON	ROEMER-04/01/24-04/29/24	\$ 34,438.99	
86445	THE GAS COMPANY	ROEMER GAS-04/02/24-05/01/24	\$ 15.84	
86446	VERIZON CONNECT FLEET USA LLC	SERVICES APRIL 2024	\$ 717.75	
86447	360 GLOBAL TECHNOLOGY LLC	Drupal 10 Upgrade	\$	20,802.00
86448	AIRGAP LABS LLC	FortiVoice Licensing Renewal - 5 Years	\$ 51,992.18	
86448	AIRGAP LABS LLC	FortiVoice Licensing Renewal - 5 Years	\$ 12,998.04	
86449	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$ 137.05	
86449	AIRGAS USA LLC	PRODUCTION SUPPLIES	\$ 57.48	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 94.73	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 96.96	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 199.34	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 387.88	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 170.14	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 53.07	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 456.86	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 64.61	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 61.77	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 55.99	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 80.78	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 35.47	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 21.51	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 467.61	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 140.43	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 133.16	
86450	AMAZON.COM SALES INC	Computer supplies April 2024	\$ 81.88	
86450	AMAZON.COM SALES INC	ENGINEERING SUPPLIES	\$ 74.64	
86450	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 67.12	
86450	AMAZON.COM SALES INC	DISTRICT MAINTENANCE SUPPLIES	\$ 81.00	
86451	AT&T	TELEMETRY LINE	\$ 64.74	
86452	AT&T INTERNET	INTERNET-03/26/24-04/25/24	\$ 154.44	
86453	CAPITAL ACCOUNTING PARTNERS LLC	Cost Allocation Plan and Rate Study	\$ 3,375.00	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86454	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 288.01	
86454	CHARTER COMMUNICATIONS	INTERNET	\$ 1,549.00	
86454	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 132.49	
86455	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86455	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86456	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1036 S BEECHWOOD	\$ 958.70	
86457	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-APRIL 2024	\$ 10,175.96	
86458	COLTON PUBLIC UTILITIES	WELL 18A-03/21/24-04/24/24	\$ 602.65	
86459	CT REALTY	DEPOSITS REFUND	\$ 13,400.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 350.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 360.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 22,026.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 31,640.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 511.20	
86459	CT REALTY	DEPOSITS REFUND	\$ 350.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 40.00	
86459	CT REALTY	DEPOSITS REFUND	\$ 56.80	
86460	DAN'S LAWNMOVER CENTER	TRAILER MAINTENANCE	\$ 4.03	
86460	DAN'S LAWNMOVER CENTER	VEHICLE MAINTENANCE	\$ 10.74	
86460	DAN'S LAWNMOVER CENTER	VEHICLE MAINTENANCE	\$ 4.53	
86461	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE 04/03/24-05/02/24	\$ 432.68	
86461	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE 4/04/24-5/3/24	\$ 301.85	
86462	DLT SOLUTIONS LLC	AutoCad 2024 Subscriptions	\$ 1,414.50	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 376.05	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 671.07	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 675.74	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 9,525.79	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 2,205.99	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 345.90	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 155.16	
86463	FERGUSON ENTERPRISES INC # 677	Ford Order FRG 10/16/23	\$ 20.87	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 243.90	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 237.96	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 237.57	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 235.54	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 210.35	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 207.94	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 195.65	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 192.08	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 175.05	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 172.80	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 168.05	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 164.17	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 147.65	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 145.18	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 131.62	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 125.68	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 122.80	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 120.70	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 265.59	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 271.14	
86463	FERGUSON ENTERPRISES INC # 677	Tapped Clamp Ordee FRG 040924	\$ 128.39	
86464	FONTANA HERALD NEWS	EARTH DAY ADVERTISING	\$ 155.00	
86464	FONTANA HERALD NEWS	EARTH DAY ADVERTISING	\$ 155.00	



## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86464	FONTANA HERALD NEWS	EARTH DAY ADVERTISING	\$ 155.00	
86465	GERALD FABIO	New Office for Board Secretary		\$ 200.00
86465	GERALD FABIO	New Office for Board Secretary		\$ 1,200.00
86466	GRAINGER INC	MAINTENANCE SUPPLIES	\$ 33.80	
86466	GRAINGER INC	PRODUCTION SUPPLIES	\$ 717.51	
86466	GRAINGER INC	PRODUCTION SUPPLIES	\$ 52.89	
86466	GRAINGER INC	PRODUCTION SUPPLIES	\$ 76.41	
86466	GRAINGER INC	FBR SUPPLIES	\$ 236.45	
86466	GRAINGER INC	ARSENIC SUPPLIES	\$ 57.67	
86466	GRAINGER INC	ROEMER SUPPLIES	\$ 378.58	
86467	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 490.25	
86467	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 462.00	
86468	INLAND DESERT SECURITY	ANSWERING SERVICE	\$ 726.05	
86469	JCL TRAFFIC SERVICES	EARTH DAY RENTALS	\$ 760.00	
86470	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 105.68	
86470	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 45.20	
86470	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 20.12	
86470	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 22.76	
86470	JOHNSON'S HARDWARE INC	PRODUCTION SUPPLIES	\$ 268.29	
86470	JOHNSON'S HARDWARE INC	WATER QLTY SUPPLIES	\$ 144.33	
86471	MAQPOWER COMPRESSORS CORP	Air compressor major service	\$ 2,977.48	
86472	MARROQUIN, RICARDO	T2 CERTIFICATION RENEWAL	\$ 110.00	
86473	MCCALLS METERS INC	Production Meter Testing	\$ 4,900.00	
86473	MCCALLS METERS INC	PRODUCTION SUPPLIES	\$ 120.68	
86474	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching and Repairs	\$ 3,600.00	
86474	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching and Repairs	\$ 24,978.00	
86474	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching and Repairs	\$ 3,600.00	
86475	MULTIQUIP INC	Repairs to 6" Tow Behind Pump	\$ 2,109.38	
86476	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 16.39	
86477	O'REILLY AUTO PARTS	TRAILER MAINTENANCE	\$ 55.14	
86478	PAUL FRANK GRAVESANDE	EQUIPMENT MAINTENANCE	\$ 872.00	
86478	PAUL FRANK GRAVESANDE	EQUIPMENT MAINTENANCE	\$ 560.00	
86479	RIALTO WATER SERVICES	WELL#16 3/27/24-4/24/24	\$ 30.42	
86480	ROYAL INDUSTRIAL SOLUTIONS	SHOP SUPPLIES	\$ 283.57	
86480	ROYAL INDUSTRIAL SOLUTIONS	SHOP SUPPLIES	\$ (283.57)	
86480	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 483.65	
86480	ROYAL INDUSTRIAL SOLUTIONS	PRODUCTION SUPPLIES	\$ 666.68	
86481	RYAN HERCO PRODUCTS CORP	ROEMER SUPPLIES	\$ 802.73	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 80,794.24	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 38,294.66	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 9,884.74	
86482	SO CALIFORNIA EDISON	S END SHOP 04/09/24-05/07/24	\$ 97.92	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 18.68	
86482	SO CALIFORNIA EDISON	WELL#6-04/11/24-05/09/24	\$ 6,782.95	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 9,045.24	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 5,042.99	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 20,523.55	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 135.57	
86482	SO CALIFORNIA EDISON	ELECTRICITY VARIOUS LOCATIONS	\$ 4,623.80	
86483	TESS ELECTRIC INC	Well 54 VFD repairs	\$ 5,472.33	
86484	THE GAS COMPANY	HQ GAS BILL-04/08/24-05/07/24	\$ 92.28	
86485	THE STANDARD	AD&D	\$ 350.76	
86485	THE STANDARD	DEPENDENT LIFE	\$ 107.01	
86485	THE STANDARD	LIFE INSURANCE	\$ 2,586.38	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86485	THE STANDARD	LONG TERM DISABILITY	\$ 2,748.44	
86485	THE STANDARD	AD&D	\$ 31.50	
86485	THE STANDARD	DEPENDENT LIFE	\$ 6.15	
86485	THE STANDARD	LIFE INSURANCE	\$ 232.50	
86485	THE STANDARD	LONG TERM DISABILITY	\$ 22.73	
86485	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 769.73	
86485	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 769.67	
86486	TOTALPLAN BUSINESS INTERIORS INC	OFFICE SUPPLIES	\$ 527.98	
86487	TROJAN TECHNOLOGIES INC.	Service 365 Preventive Maintenance Program	\$ 2,946.50	
86488	UNDERGROUND SERVICE ALERT	MAINTENANCE SUPPLIES	\$ 207.40	
86488	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 615.50	
86489	USA BLUEBOOK	ROEMER SUPPLIES	\$ 577.54	
86489	USA BLUEBOOK	ROEMER SUPPLIES	\$ 618.02	
86489	USA BLUEBOOK	ROEMER SUPPLIES	\$ 324.33	
86490	WATER SYSTEMS CONSULTING INC	STRATEGIC PLANNING	\$ 992.50	
86491	GALVEZ, ANTHONY FRANCISCO	CUSTOMER REFUND	\$ 38.12	
86492	CARRILLO, SALLY	CUSTOMER REFUND	\$ 66.96	
86493	DUBOSE, BEVERLY	CUSTOMER REFUND	\$ 32.88	
86494	TORRES, JOANN	CUSTOMER REFUND	\$ 23.51	
86495	LENNAR HOMES	CUSTOMER REFUND	\$ 37.07	
86496	BSREP III SIERRA CASA GRANDE LLC	CUSTOMER REFUND	\$ 0.58	
86497	LENNAR CORP	CUSTOMER REFUND	\$ 3.54	
86498	LENNAR HOMES	CUSTOMER REFUND	\$ 4.00	
86499	LENNAR CORP	CUSTOMER REFUND	\$ 4.00	
86500	LENNAR CORP	CUSTOMER REFUND	\$ 17.08	
86501	LENNAR CORP	CUSTOMER REFUND	\$ 19.21	
86502	MONGA, SONU	CUSTOMER REFUND	\$ 35.70	
86503	RM DALTON CORP	CUSTOMER REFUND	\$ 1,712.38	
86504	GENESIS CONSTRUCTION	CUSTOMER REFUND	\$ 3,702.51	
86505	BARAJAS, GERARDO C.	CUSTOMER REFUND	\$ 24.89	
86506	OPENDOOR PROPERTY TRUST I	CUSTOMER REFUND	\$ 51.03	
86507	Wilson, Leslie	CUSTOMER REFUND	\$ 8.77	
86508	BUSCH, ANDREW E & MELINDA	CUSTOMER REFUND	\$ 37.94	
86509	LENNAR HOMES	CUSTOMER REFUND	\$ 29.21	
86510	LENNAR HOMES	CUSTOMER REFUND	\$ 8.80	
86511	LENNAR HOMES	CUSTOMER REFUND	\$ 8.18	
86512	WILLIAMS,SAMANTHA	CUSTOMER REFUND	\$ 60.16	
86513	MOORE, NICOLE	CUSTOMER REFUND	\$ 37.29	
86514	SCHAGER, DON	CUSTOMER REFUND	\$ 20.49	
86515	BALLESTEROS, MILES	CUSTOMER REFUND	\$ 61.93	
86516	LANDSEA FONTANA LLC	CUSTOMER REFUND	\$ 29.13	
86517	LENNAR CORP	CUSTOMER REFUND	\$ 3.33	
86518	LENNAR HOMES	CUSTOMER REFUND	\$ 20.69	
86519	LENNAR HOMES	CUSTOMER REFUND	\$ 27.23	
86520	LENNAR HOMES	CUSTOMER REFUND	\$ 27.00	
86521	LENNAR CORP	CUSTOMER REFUND	\$ 11.87	
86522	LENNAR CORP	CUSTOMER REFUND	\$ 5.48	
86523	LENNAR CORP	CUSTOMER REFUND	\$ 24.87	
86524	LENNAR CORP	CUSTOMER REFUND	\$ 20.54	
86525	LENNAR CORP	CUSTOMER REFUND	\$ 26.13	
86526	LENNAR CORP	CUSTOMER REFUND	\$ 28.11	
86527	LENNAR CORP	CUSTOMER REFUND	\$ 21.42	
86528	LENNAR CORP	CUSTOMER REFUND	\$ 24.80	
86529	LENNAR CORP	CUSTOMER REFUND	\$ 28.11	

## WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86530	LENNAR HOMES	CUSTOMER REFUND	\$ 35.75	
86531	LENNAR HOMES	CUSTOMER REFUND	\$ 24.80	
86532	LENNAR HOMES	CUSTOMER REFUND	\$ 25.98	
86533	VALENCIA, GILBERT/ MAYRA	CUSTOMER REFUND	\$ 14.10	
86534	VEIT, CHRISTIAN	CUSTOMER REFUND	\$ 4.40	
86535	BHL INDUSTRIES INC	CUSTOMER REFUND	\$ 3,463.21	
86536	AIRGAS USA LLC	SHOP SUPPLIES	\$ 287.24	
86537	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ (18.91)	
86537	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 479.06	
86537	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 397.66	
86537	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ (56.73)	
86537	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ (37.82)	
86537	AMAZON.COM SALES INC	BLDG MAINTENANCE	\$ 182.28	
86538	ANDREW METZGER	District Photos and Headshots	\$ 1,630.00	
86539	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 238.43	
86539	BURRTEC WASTE INDUSTRIES INC	HQ DISPOSAL FEES	\$ 1,659.92	
86540	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86540	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86540	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 160.42	
86540	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 189.30	
86541	CITY OF RIALTO	APRIL 2024 UTILITY USER TAX	\$ 50,036.01	
86541	CITY OF RIALTO	APRIL 2024 UTILITY USER TAX	\$ (179.81)	
86542	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-577 S CHURCH	\$ 958.70	
86542	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-902 W WOODCREST	\$ 958.70	
86542	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-855 W SAN BERNARDINO	\$ 987.50	
86543	CITY OF SAN BERNARDINO	BLF WATER-04/09/24-05/10/24	\$ 47.98	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,798.69	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,218.62	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 40.40	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 88.95	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,840.24	
86544	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,295.56	
86544	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ 72.59	
86545	DAN'S LAWNMOVER CENTER	MAINTENANCE SUPPLIES	\$ 87.69	
86546	DIMITRIUS GLASS	OVERTIME-MEAL	\$ 18.30	
86547	EL CHICANO	UNCLAIMED PROPERTY NOTICE	\$ 440.59	
86548	EL ROD FENCE CO, INC	Emergency Fence Repair on Well 54	\$ 3,389.00	
86549	FISH WINDOW CLEANING	JANITORIAL SERVICES-WINDOWS	\$ 317.00	
86550	GOMEZ, LUIS	OVERTIME-MEAL	\$ 20.99	
86551	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 859.85	
86551	HOME DEPOT	DIST MAINT SUPPLIES	\$ 96.66	
86551	HOME DEPOT	DIST MAINT SUPPLIES	\$ 176.34	
86551	HOME DEPOT	DIST MAINT SUPPLIES	\$ 40.05	
86551	HOME DEPOT	DIST MAINT SUPPLIES	\$ 57.14	
86551	HOME DEPOT	DIST MAINT SUPPLIES	\$ 511.03	
86551	HOME DEPOT	PRODUCTION SUPPLIES	\$ 67.80	
86551	HOME DEPOT	ROEMER SUPPLIES	\$ 7.83	
86552	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	\$ 95.22	
86553	JOHNSON'S HARDWARE INC	MAINT SHOP SUPPLIES	\$ 28.62	
86553	JOHNSON'S HARDWARE INC	MAINT SHOP SUPPLIES	\$ 19.78	
86554	LEGAL SHIELD	LEGALSHIELD	\$ 214.29	
86554	LEGAL SHIELD	LEGALSHIELD	\$ 199.81	
86554	LEGAL SHIELD	LEGALSHIELD	\$ 14.45	
86555	LOPEZ, BILGA	TYLER CONNECT 24 CONFERENCE EXPENSES	\$ 236.32	

**WEST VALLEY WATER DISTRICT**

CASH DISBURSEMENT REPORT  
MAY 2024

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
86555	LOPEZ, BILGA	TYLER CONNECT 24 CONFERENCE EXPENSES	\$ 193.98	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ 102,868.30	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (1,350.00)	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ 2,700.00	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ 5,640.00	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (120.00)	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (28,805.00)	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (40.00)	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (1,453.00)	
86556	LS FONTANA LLC	CONTINGENCY/METER/VALVE BOX REFUNDS	\$ (350.00)	
86557	MACKAMUL, ROBERT	EAL REIMBURSEMENT	\$ 394.88	
86558	MASTERS TELECOM LLC	TELEPHONE LINES SERVICES	\$ 65.53	
86559	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 12,676.18	
86559	MIKE ROQUET CONSTRUCTION, INC.	Street Paving Services	\$ 3,600.00	
86560	OLDCASTLE INFRASTRUCTURE INC	Meter Lid Order 05/01/24	\$ 6,826.42	
86560	OLDCASTLE INFRASTRUCTURE INC	BALANCE DUE PO#23-0440 TAX	\$ 1,600.65	
86561	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 178.78	
86561	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 81.98	
86561	O'REILLY AUTO PARTS	VEHICLES MAINTENANCE	\$ 128.18	
86562	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 8,181.82	
86563	RIALTO RECORD	UNCLAIMED PROPERTY NOTICE	\$ 440.59	
86564	RIALTO WATER SERVICES	FBR 04/15/24-05/14/24	\$ 292.46	
86564	RIALTO WATER SERVICES	H.Q WATER SVC-04/18/24-05/15/24	\$ 122.27	
86564	RIALTO WATER SERVICES	ROEMER-03/31/24-04/30/24	\$ 67.17	
86565	SO CALIFORNIA EDISON	BLF ELECTRICITY-04/22/24-05/20/24	\$ 271.25	
86565	SO CALIFORNIA EDISON	WELL #17 04/11/24-05/09/24	\$ 542.03	
86565	SO CALIFORNIA EDISON	WELL 11X-04/12/24-05/12/24	\$ 24.31	
86566	SOUTH COAST AQMD	HOT SPOTS PROGRAM FEE	\$ 161.81	
86566	SOUTH COAST AQMD	HOT SPOTS PROGRAM FEE	\$ 161.81	
86566	SOUTH COAST AQMD	HOT SPOTS PROGRAM FEE	\$ 161.81	
86566	SOUTH COAST AQMD	ANNUAL RENEWAL FEES	\$ 1,082.08	
86566	SOUTH COAST AQMD	ANNUAL RENEWAL FEES	\$ 541.04	
86566	SOUTH COAST AQMD	EMISSIONS FEES	\$ 165.96	
86566	SOUTH COAST AQMD	EMISSIONS FEES	\$ 165.96	
86567	WHITE CAP CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	\$ 590.18	
86567	WHITE CAP CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	\$ 308.18	
86568	YO FIRE	MAINTENANCE SUPPLIES	\$ 86.20	
DFT0003615	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	6,377,345.56
DFT0003615	PCL CONSTRUCTION INC	RETENTION	\$	(318,867.28)
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	29,466.45
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	832,030.51
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	306,524.99
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	162,046.00
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	25,979.76
DFT0003662	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$	2,112,859.12
DFT0003662	PCL CONSTRUCTION INC	RETENTION	\$	(173,445.34)
			<b>SUBTOTALS \$</b>	<b>1,333,319.82</b>
			<b>GRAND TOTAL</b>	<b>\$ 12,064,242.66</b>

# Exhibit B

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2023 - 2024**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
July 2023	Monthly Pay Period #7	06/01/23	06/30/23	9,041.30
July 2023	Pay Period #14	06/23/23	07/07/23	331,576.10
July 2023	Pay Period #15	07/07/23	07/21/23	292,507.74
Total for July 2023				633,125.14
August 2023	Monthly Pay Period #8	07/01/23	07/31/23	9,237.85
August 2023	Pay Period #16	07/21/23	08/04/23	297,113.15
August 2023	Pay Period #17	08/04/23	08/18/23	291,853.84
Total for August 2023				598,204.84
September 2023	Monthly Pay Period #9	08/01/23	08/31/23	9,827.50
September 2023	Pay Period #18	08/18/23	09/01/23	314,409.32
September 2023	Pay Period #19	09/01/23	09/15/23	297,567.02
September 2023	Manual Check (Settlement)	09/29/23	10/13/23	15,000.00
Total for September 2023				636,803.84
October 2023	Monthly Pay Period #10	09/01/23	09/30/23	8,255.10
October 2023	Pay Period #20	09/15/23	09/29/23	291,088.81
October 2023	Pay Period #21	09/29/23	10/13/23	302,492.90
Total for October 2023				601,836.81
November 2023	Monthly Pay Period #11	10/01/23	10/31/23	9,287.05
November 2023	Pay Period #22	10/13/23	10/27/23	301,446.18
November 2023	Pay Period #23	10/27/23	11/10/23	358,189.40
November 2023	Pay Period #24	11/10/23	11/24/23	512,522.08
Total for November 2023				1,181,444.71
December 2023	Monthly Pay Period #12	11/01/23	11/30/23	9,287.10
December 2023	Pay Period #25	11/25/23	12/08/23	324,842.43
December 2023	Manual Pay	12/08/23	12/22/23	7,762.30
December 2023	Pay Period #26	12/08/23	12/22/23	327,790.17
Total for December 2023				669,682.00

**WEST VALLEY WATER DISTRICT  
PAYROLL GROSS WAGES  
FISCAL YEAR 2023 - 2024**

<b>Report Month</b>	<b>Description</b>	<b>From</b>	<b>To</b>	<b>Gross Wages Paid</b>
January 2024	Pay Period #1	12/22/23	01/05/24	340,219.44
January 2024	Monthly Pay Period #1	12/01/23	12/31/23	9,906.24
January 2024	Pay Period #2	01/05/24	01/19/24	333,714.18
Total for January 2024				<u>683,839.86</u>
February 2024	Monthly Pay Period #2	01/01/24	01/31/24	9,699.86
February 2024	Pay Period #3	01/19/24	02/02/24	330,017.07
February 2024	Pay Period #4	02/02/24	02/16/24	330,199.53
Total for February 2024				<u>669,916.46</u>
March 2024	Monthly Pay Period #3	02/01/24	02/29/24	10,319.00
March 2024	Pay Period #5	02/16/24	03/01/24	343,493.84
March 2024	Pay Period #6	03/01/24	03/15/24	336,482.45
Total for March 2024				<u>690,295.29</u>
April 2024	Monthly Pay Period #4	03/01/24	03/31/24	9,287.10
April 2024	Pay Period #7	03/15/24	03/29/24	344,371.99
April 2024	Pay Period #8	03/29/24	04/12/24	369,280.11
Total for April 2024				<u>722,939.20</u>
May 2024	Monthly Pay Period #5	04/01/24	04/30/24	9,464.66
May 2024	Pay Period #9	04/12/24	04/26/24	352,932.38
May 2024	Pay Period #10	04/26/24	05/10/24	351,704.95
May 2024	Pay Period #11	05/10/24	05/24/24	363,088.10
Total for May 2024				<u>1,077,190.09</u>

**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
MAY 2024**

Date	Item	Check No. or EFT	Amount
05/09/24	Monthly Pay Period #5	N/A	0.00
05/02/24	Pay Period#09	8940	2,245.82
05/16/24	Pay Period #10	8941	5,773.13
05/30/24	Pay Period #11	8942-8944	10,292.73
	<b>Total Checks</b>		<b>18,311.68</b>
05/09/24	Monthly Pay Period #5 Direct Deposits	EFT	8,491.07
05/09/24	Federal Tax, Social Security & Medicare	EFT	1,670.92
05/09/24	State Tax Withheld and State Disability Insurance	EFT	127.06
05/02/24	Pay Period #09 Direct Deposits	EFT	228,546.36
05/02/24	Federal Tax Withheld Social Security & Medicare	EFT	90,739.55
05/02/24	State Tax Withheld and State Disability Insurance	EFT	19,101.28
05/02/24	Lincoln Deferred Compensation Withheld	EFT	14,290.48
05/02/24	Lincoln - Employer Match Benefit	EFT	3,450.00
05/02/24	Lincoln - 401a Employer Match Benefit	EFT	500.00
05/02/24	Lincoln - ROTH	EFT	768.62
05/02/24	Lincoln - ROTH Employee Match Benefit	EFT	75.00
05/02/24	Nationwide Deferred Compensation Withheld	EFT	4,856.11
05/02/24	Nationwide - Employer Match Benefit	EFT	700.00
05/02/24	Nationwide - ROTH	EFT	125.00
05/02/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	30,926.89
05/02/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	26,240.80
05/02/24	California State Disbursement	EFT	984.46
05/02/24	Sterling FSA	EFT	976.23
05/16/24	Pay Period #10 Direct Deposits	EFT	223,514.79
05/16/24	Federal Tax Withheld Social Security & Medicare	EFT	90,573.35
05/16/24	State Tax Withheld and State Disability Insurance	EFT	19,107.66
05/16/24	Lincoln Deferred Compensation Withheld	EFT	14,060.54
05/16/24	Lincoln - Employer Match Benefit	EFT	3,450.00
05/16/24	Lincoln - 401a Employer Match Benefit	EFT	0.00
05/16/24	Lincoln - ROTH	EFT	752.36
05/16/24	Lincoln - ROTH Employee Match Benefit	EFT	75.00
05/16/24	Nationwide Deferred Compensation Withheld	EFT	5,156.11
05/16/24	Nationwide - Employer Match Benefit	EFT	775.00
05/16/24	Nationwide - ROTH	EFT	125.00
05/16/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	32,481.25
05/16/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	26,359.98
05/16/24	California Employment Development Department	EFT	984.46
05/16/24	Sterling FSA	EFT	976.23



**WEST VALLEY WATER DISTRICT  
EFT AND PAYROLL ITEMS  
MAY 2024**

<b>Date</b>	<b>Item</b>	<b>Check No. or EFT</b>	<b>Amount</b>
05/30/24	Pay Period #11 Direct Deposits	EFT	234,818.70
05/30/24	Federal Tax Withheld Social Security & Medicare	EFT	92,448.66
05/30/24	State Tax Withheld and State Disability Insurance	EFT	19,345.41
05/30/24	Lincoln Deferred Compensation Withheld	EFT	14,122.91
05/30/24	Lincoln - ROTH	EFT	752.36
05/16/24	Lincoln - ROTH Employee Match Benefit	EFT	75.00
05/30/24	Lincoln - Employer Match Benefit	EFT	3,450.00
05/30/24	Lincoln - 401a Employer Match Benefit	EFT	0.00
05/30/24	Nationwide Deferred Compensation Withheld	EFT	5,156.11
05/30/24	Nationwide - Employer Match Benefit	EFT	775.00
05/30/24	Nationwide - ROTH	EFT	125.00
05/30/24	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	0.00
05/30/24	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	421.70
05/30/24	California Employment Development Department	EFT	984.46
05/30/24	Sterling FSA	N/A	0.00
	<b>Total EFT</b>		<b>1,223,436.87</b>
	<b>Grand Total Payroll Cash</b>		<b>1,241,748.55</b>



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** TREASURER'S REPORT - MAY 2024

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

On a monthly basis the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, reinvestments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

**DISCUSSION:**

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of May 2024 (Exhibit A) is presented to the Finance Committee for review and discussion.

**FISCAL IMPACT:**

Monthly Cost of \$2,900 was included in the FY 2023-24 annual budget.

**STAFF RECOMMENDATION:**

Approve the May 2024 Treasurer's Report and forward it to the Board of Directors for their review and approval.

**ATTACHMENT(S):**

1. Exhibit A - 2024 May Treasurer Report

# EXHIBIT A

**West Valley Water District  
Cash, Investment & Reserve Balances - May 31, 2024**

Institution/Investment Type	April 2024 Balance	May 2024 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
<b>Funds Under Control of the District:</b>			Balance Available for Daily Operations	\$ 45,317,640.69	\$ 46,928,514.52	\$ 36,831,456.85
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	<b>Total Operating Cash</b>	<b>\$ 45,317,640.69</b>	<b>\$ 46,928,514.52</b>	<b>\$ 36,831,456.85</b>
	<b>\$ 4,300.00</b>	<b>\$ 4,300.00</b>	<b>UNRESTRICTED RESERVES</b>			
Checking and Savings:			<b>CAPITAL RESERVES</b>			
Chase - General Government Checking	\$ 6,448,424.70	\$ 5,800,294.11	Capital Project Account - 100% FY 23-24	\$ 8,796,340.00	\$ 8,796,340.00	\$ 10,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account-25% FY 24-25	\$ 1,554,000.00	\$ 1,554,000.00	\$ 8,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Emergency Account	\$ (1,610,873.83)	\$ (3,221,747.66)	\$ (4,832,621.49)
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50		<b>\$ 8,739,466.17</b>	<b>\$ 7,128,592.34</b>	<b>\$ 13,167,378.51</b>
	<b>\$ 6,502,061.76</b>	<b>\$ 5,853,931.17</b>	<b>LIQUIDITY FUNDS</b>			
State of California, Local Agency Investment Fund*	\$ 4,822,625.60	\$ 322,625.60	Rate Stabilization Account	\$ 4,058,271.50	\$ 4,058,271.50	\$ 5,411,028.67
US Bank - Chandler Asset Mgmt	\$ 34,782,965.82	\$ 35,121,726.23	Operating Reserve Account	\$ 8,116,543.00	\$ 8,116,543.00	\$ 10,822,057.33
US Bank - Chandler Liquidity Fund	\$ 70,626,980.28	\$ 65,959,229.46		<b>\$ 12,174,814.50</b>	<b>\$ 12,174,814.50</b>	<b>\$ 16,233,086.00</b>
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -	<b>OTHER OPERATING RESERVES</b>			
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
U. S. Treasury Bills	\$ -	\$ -		<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>	<b>\$ 5,000,000.00</b>
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	<b>Total Unrestricted Reserves</b>	<b>\$ 25,914,280.67</b>	<b>\$ 24,303,406.84</b>	<b>\$ 34,400,464.51</b>
<b>Total</b>	<b>\$ 116,738,933.46</b>	<b>\$ 107,261,812.46</b>	<b>Total OP Cash &amp; UR Reserves</b>	<b>\$ 71,231,921.36</b>	<b>\$ 71,231,921.36</b>	<b>\$ 71,231,921.36</b>
Funds Under Control of Fiscal Agents:			<b>RESTRICTED RESERVES</b>			
<b>US BANK</b>			2016A Bond	\$ 193.18	\$ 193.18	\$ 193.18
2016A Bond - Principal & Payment Funds	\$ 190.96	\$ 191.74	Customer Deposit Accounts	\$ 4,990,385.30	\$ 4,990,385.30	\$ 4,990,385.30
2016A Bond - Interest Fund	\$ 1.43	\$ 1.44	Capacity Charge Acct Balance	\$ 28,039,505.80	\$ 28,039,505.80	\$ 28,039,505.80
<b>Total</b>	<b>\$ 192.39</b>	<b>\$ 193.18</b>	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
<b>Grand Total</b>	<b>\$ 116,739,125.85</b>	<b>\$ 107,262,005.64</b>	<b>Total Restricted Reserves</b>	<b>\$ 36,030,084.28</b>	<b>\$ 36,030,084.28</b>	<b>\$ 36,030,084.28</b>
			<b>Total Cash &amp; Investments</b>	<b>\$ 107,262,005.64</b>	<b>\$ 107,262,005.64</b>	<b>\$ 107,262,005.64</b>

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

\_\_\_\_\_  
Chief Financial Officer

\*Quarterly interest posted the month following the quarter end.

## West Valley Water District Investment Memo – May 2024

**Note:**

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

**Total Fund Balance**

When comparing the District's total fund balances month-over-month between May 2024 (\$107,262,005.64) and April 2024 (\$116,739,125.85), CLA found the fund balance decreased by \$9,477,120.21 between May 2024 and April 2024.

**U.S. Bank Chandler Custodial Account**

**Cash/Money Market** - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending May 31, 2024, CLA was able to confirm the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted a review of the District's cash and money-market securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$30 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(I) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of May 31, 2024 is 0.40%. Therefore, the District is following both the investment policy and California governmental code.

**United States Treasury Issues** – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category."

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the

## West Valley Water District Investment Memo – May 2024

five-year maturity limit. These guidelines do not establish a maximum specified percentage of the District's investment portfolio for United States Treasury Obligations.

As of May 31, 2024, 73.43% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

**Negotiable Certificates of Deposit** – Section 9.4 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." All instruments categorized as negotiable certificates of deposit in the District's portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District's investment portfolio for certificates of deposit at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District's total investment balance as of May 31, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

**Medium-Term Notes** – Section 9.10 of the District's investment policy states "purchases are limited to securities that have a long-term debt rating of at least the "A" category, or its equivalent, by a NRSRO." The investment policy also states that medium-term notes should have a "maximum remaining maturity of five years or less." All instruments categorized as medium-term notes in the District's portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA's analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District's investment policy is also in accordance with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District's investment portfolio for medium-term notes at 30%. The State of California's guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 8.10% of the District's total investment balance as of May 31, 2024. Therefore, the District is following both the investment policy and the State of California's standards.

## West Valley Water District Investment Memo – May 2024

**Federal Agency Obligations** – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District’s current federal agency holdings are rated AAA by multiple NRSRO’s as of May 31, 2024.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 10.70% of the District’s total investment balance as of May 31, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

**Municipal Bonds** – Per Section 9.6 of the District’s investment policy, “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least “A-1”, or its equivalent, by a NRSRO.” The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.29% of the District’s total investment balance as of May 31, 2024. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

**Local Agency Investment Fund (LAIF)**

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District’s investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These guidelines establish no maximum specified percentage of the District’s investment portfolio while also dictating no maximum maturity date for LAIF investments.

## West Valley Water District Investment Memo – May 2024

Per the Standard and Poor's rating system, California's Current Credit Rating is AA-, identifying the credit quality of the fund's portfolio performance as strong.

As of the period ending May 31, 2024, the District's Local Agency Investment Fund balance represents 0.30% of the District's entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated June 05, 2024, LAIF investments had a net-yield of 4.332%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 58.43%
- Agencies- 22.59%
- Certificates of Deposit/Bank Notes- 8.84%
- Commercial Paper- 6.54%
- Time Deposits- 2.99%
- Loans- 0.20%
- Corporate Bonds- 0.41%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, "West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree." The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million in settlement funds to the District's LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

#### **The Investment Trust of California (Cal TRUST)**

Section 9.3 of the District's investment policy states "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending May 31, 2024, the District's CalTRUST investment balance represents 0% of the District's entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.



## West Valley Water District Investment Memo – May 2024

**Bank Deposits**

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of May 31, 2024, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll, and one accounts payable check run. In CLA's comparison between the District's general checking account balances for May 2024 (\$5,800,294.11) and April 2024 (\$6,448,424.70), CLA observed an decrease in the May 2024 balance of \$648,130.59 versus April 2024 and variance is a result of regular activities.

During our review of the May 2024 Chase General Governmental Checking account bank statement, it was noted that there were 79 fraudulent activities totaling \$97,824.08. West Valley Water District ("WVWD") has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted few unusual deposits and payments during our review. On May 17, 2024, there was a remote deposit for \$291,258.21 that includes a check for insurance claim of property loss for \$109,653.92 and a check from State Water Resource Control board for unpaid water accounts amounting \$181,604.29. On May 20, there was a check deposit for \$255,673.60, a payment from San Bernardino Valley Municipal Water District. On May 29, there was an ACH payment for \$774,215.71 from San Bernardino County for property tax passthrough. On May 2, and May 16, there were couple of wire transfer to PCL Construction enterprises for \$6,058,478.28 and \$3,295,461.49 respectively. These wire transfers were payments for Roemer Expansion Project. Finally, check # 86351 for \$199,999.99 was cashed on May 10, 2024, a payment for lawsuit settlement.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer's Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer's Report, which ultimately impacts its liquidity.

In May, the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The balances in both accounts went remained unchanged between May 2024 and April 2024. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO's emphasis on transferring more of its unrestricted cash balances to the District's investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District's accounting department. Petty cash is normally reconciled by the accounting department monthly. The District's accounting department provided CLA with a formalized reconciliation for the

## West Valley Water District Investment Memo – May 2024

petty cash account and the cash drawers for May 2024, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of May 31, 2024, the District had 5.46% of its portfolio invested in bank deposit accounts.

### **Commercial Paper**

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of May 31, 2024, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

### **Supranational**

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of May 31, 2024, the District’s investments in four securities categorized as supranationals was 1.32% of the total portfolio and securities maintained a maturity date of less than five years from the original

West Valley Water District Investment Memo – May 2024

purchase date. CLA can confirm that the District's supranational investments meet the standards of both the investment policy and the State of California.

## West Valley Water District Reserve Memo – May 2024

**Note:**

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District's accounting staff. From this conversation, we believe the District's accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

**Restricted Funds**

**Bond Proceeds Fund(s)** – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the May 31, 2024, ending balance of \$193.18 satisfies the minimum balance requirements per the District's reserve policy.

**Customer Deposit Accounts** – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the May 2024 Treasurer's Report reconciles with the District's general ledger. The May 31, 2024, balance of \$4,990,385.30 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

**Capacity Charge Account** – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$28,039,505.80 presented on the May 2024 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

**CIP Account in LAIF for Capital Purposes** – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District's General Government Checking bank account and the District's board approved the transfer of the \$3 million dollars in settlement funds to the District's LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, currently there are no designations or allocations for District funding towards any Capital Improvement Projects.

**Capital Reserve Funds**

**Capital Project Account** – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District's reserve policy, "the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the Emergency Account." The District currently maintains a balance of \$10,350,340 (\$8,796,340.00 for fiscal

## West Valley Water District Reserve Memo – May 2024

year 2023-24 and \$1,554,000 for fiscal year 2024-25) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of May 31, 2024 by comparing the board-approved Fiscal Year 2023-24 Capital Improvement Budget which indicates a total CIP for fiscal year 2023-24 of \$8,796,340.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2024-25 which amounts to \$1,554,000, therefore, the District meets the requirement indicated in its reserve policy.

**Emergency Account** – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per May 31, 2024, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$161,087,382.75. As of May 31, 2024, the emergency account represents a balance of \$1,610,873.83 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

### Liquidity Funds

**Rate Stabilization Fund** – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s budgeted total operating expenses. Per the FY 2023-24 board-approved budget, the District anticipates operating expense of \$32,466,172.00 for the current fiscal year. The District’s current balance of \$4,058,271.50 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

**Operating Reserve Account** – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2023-24 board-approved budget, CLA can confirm the District has an operating expenses budget of \$32,466,172.00. As of May 31, 2024, the operating reserve account maintains a balance of \$8,116,543.00, which satisfies the requirements of the District’s reserve policy.

**Self-Insurance Reserve** – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims and this amount is considered adequate based on conversations with the District’s CFO.

**Balance Available for Daily Operations** – This balance represents the District’s total cash balance less any fund requirements. For the month ending May 31, 2024, the District had a total of \$107,262,005.64 in various institutional accounts. The required reserve balances by type total \$61,944,364.95 and are categorized as follows:

- Restricted Funds- \$36,030,084.28
- Capital Reserve Funds- \$8,739,466.17
- Liquidity Funds- \$12,174,814.50

## West Valley Water District Reserve Memo – May 2024

- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash and investment balance of \$107,262,005.64 and fund requirements of \$61,944,364.95 the fund balance available for daily operations reconciles to the May 2024 Treasurer's report.

CLA reviewed the Treasurer's report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the May 2024 Treasurer's Report. The Treasurer's Report indicates that West Valley Water District's total cash, investment, and reserve balances as of May 31, 2024, total \$107,262,005.64. In its assessment of the District's accounts, the balances on the Treasurer's Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District  
Investment Policy Analysis  
05/31/2024

U.S. Bank - Chandler Asset Management		
Money Market	425,780.64	A
Commercial Paper	-	A
Federal Agency Obligations	11,478,110.30	A
U.S. Government	78,765,575.45	A
Corporate Bonds	8,683,169.80	A
Municipal Bonds	308,751.00	A
Supranational	1,419,568.50	A
Negotiable CD	-	A
<b>Total U.S. Bank - Chandler Asset Management Funds</b>	<b>101,080,955.69</b>	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	5,800,294.11	B
Chase-1368	5,000.56	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
2016A Bond - Principal & Payment Funds	191.74	B
2016A Bond - Interest Fund	1.44	B
District Cash Drawers	4,300.00	C
<b>Total Checking and Savings</b>	<b>5,858,424.35</b>	

CalTRUST Short Term Fund	-	A
CalTRUST Medium Term Fund	-	A
LAIF	322,625.60	A

**Total May 31, 2024 District Funds** **107,262,005.64**

The balances indicated above are as of May 31, 2024

Balances verified with monthly investment statements provided by client **A**  
Balances verified with monthly bank statements provided by client **B**  
Balances verified with monthly reconciliations provided by client **C**

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

Based on our review of the asset classes as of 05/31/24, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	11,478,110.30
U.S. Government	No Limit	78,765,575.45
Municipal Bonds	20%	308,751.00
LAIF	No Limit	322,625.60
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	8,683,169.80
Money Market	20%	425,780.64
Bank Deposits	No Limit	5,858,424.35
Supranational	30%	1,419,568.50
		107,262,005.64
<b>Funds Excluded from Policy</b>	2016A	-
<b>Total May 31, 2024 District Funds</b>		<b>107,262,005.64</b>

Asset Class	May 2024	
	(% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	10.70%	30%
U.S. Government	73.43%	No Limit
Municipal Bonds	0.29%	20%
LAIF	0.30%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	8.10%	30%
Money Market	0.40%	20%
Bank Deposits	5.46%	No Limit
Supranational	1.32%	30%

West Valley Water District  
Bond Analysis  
May 31, 2024

**Liquidity Fund**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797KN6	16,413,045.00	P-1	Yes	3/20/2024	7/9/2024	0.3
U S Treasury Bill - 912797KB2	9,893,700.00	P-1	Yes	5/21/2024	8/15/2024	0.2
U S Treasury Bill - 912796Y52	11,943,720.00	P-1	Yes	4/24/2024	7/5/2024	0.2
U S Treasury Bill - 912797HQ3	21,452,915.00	P-1	Yes	11/8/2023	5/9/2024	0.5
U S Treasury Bill - 912797LG0	5,913,900.00	P-1	Yes	5/13/2024	9/10/2024	0.3
First American Govt Obligation Fund Class Y - 31846V203	341,949.46	Aaa	Yes	various		
<b>Total Liquidity Fund</b>	<b>65,959,229.46</b>					

**Money Market Fund**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	83,831.18	Aaa	Yes	various		
<b>Total Money Market</b>	<b>83,831.18</b>					

**Federal Agency Obligations**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
FFCB Note 3133EKNX0	250,000.00	Aaa	Yes	6/25/2019	6/3/2024	4.9
F N M A - 3135G0V75	249,280.00	Aaa	Yes	7/8/2019	7/2/2024	4.9
FFCB- 3133EKP75	247,190.00	Aaa	Yes	10/15/2019	9/17/2024	4.9
Federal Farm Credit Bks - 3133ENZ94	497,860.00	Aaa	Yes	11/16/2022	11/18/2027	4.9
F N M A - 3135G0X24	92,982.20	Aaa	Yes	1/8/2020	1/7/2025	4.9
Federal Farm Credit Bks - 3133ENZ37	498,915.00	Aaa	Yes	11/3/2022	1/10/2025	2.2
Federal Home Loan Mortgage Company - 3137EAEPO	277,712.55	Aaa	Yes	2/13/2020	2/12/2025	4.9
F N M A Deb - 3135G03U5	163,279.90	Aaa	Yes	4/22/2020	4/22/2025	4.9
F N M A - 3135G04Z3	271,773.15	Aaa	Yes	6/17/2020	6/17/2025	4.9
F H L M C - 3137EAEU9	331,915.50	Aaa	Yes	7/21/2020	7/21/2025	4.9
F N M A - 3135G05X7	481,582.80	Aaa	Yes	10/6/2020	8/25/2025	4.8
Federal Home Loan Bks - 3130AJXA2	283,320.00	Aaa	Yes	10/7/2020	9/12/2025	4.9
FHLMC MTN - 3137EAEX3	206,989.20	Aaa	Yes	9/23/2020	9/23/2025	4.9
F N M A - 3135G06G3	469,045.00	Aaa	Yes	11/1/2020	11/7/2025	4.9
Federal Home Loan Bks - 3130AKFA9	466,895.00	Aaa	Yes	12/16/2020	12/12/2025	4.9
Federal Home Loan Bks - 3130ATU54	492,955.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
FHLMC Multiclass Mtg Partn - 3137FG6X8	480,035.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7	497,385.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	489,930.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	745,642.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	500,805.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	502,605.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	741,765.00	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	286,065.00	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	730,035.00	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZZ2	474,900.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVBD3	747,247.50	Aaa	Yes	4/25/2024	3/9/2029	4.8
<b>Total Federal Agency Obligations</b>	<b>11,478,110.30</b>					

**Negotiable Certificate of Deposit**

Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
<b>Total Negotiable Certificates of Deposit</b>	<b>-</b>					



Commercial Paper						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
<b>Total Commercial Paper</b>						

Municipal Bonds						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
California ST Taxable Vr Purp Go - 13063D7D4	308,751.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
<b>Total Municipal Bonds</b>	<b>308,751.00</b>					

Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Finance Corp - 45950KCR9	246,292.50	Aaa	Yes	7/12/2021	10/16/2024	3.2
International Bank M T N - 459058JL8	187,560.00	Aaa	Yes	10/22/2020	10/28/2025	4.9
Inter American Devel Bk - 4581X0DV7	463,500.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	287,136.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581X0DC9	235,080.00	Aaa	Yes	12/8/2023	9/18/2028	4.7
<b>Total Supranational</b>	<b>1,419,568.50</b>					

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Caterpillar Fini Service - 14913RUAJ9	448,506.00	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275RBR2	398,768.00	A1	Yes	3/13/2024	2/26/2029	4.9
US Bancorp - 91159HHX1	149,212.50	A3	Yes	2/5/2021	7/30/2024	3.4
Paccar Financial Corp - 69371RR40	118,888.80	A1	Yes	8/3/2021	8/9/2024	3.0
Paccar Financial Corp - 69371RR73	229,999.20	A1	Yes	3/31/2022	4/7/2025	3.0
Pfizer Inc Sr Glbl Nto - 717081EX7	119,586.25	A2	Yes	6/3/2020	5/28/2025	4.9
Microsoft Corp - 594918BJ2	389,320.00	Aaa	Yes	1/20/2023	11/3/2025	2.7
State Str Corp - 857477BR3	77,771.20	A1	Yes	2/27/2022	2/6/2026	3.9
Apple Inc. - 037833EB2	162,858.50	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc. - 91324PEC2	55,575.60	A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ERO	55,074.60	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	283,107.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	284,817.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	130,212.60	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718FV6	278,397.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	88,271.15	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	262,032.40	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	239,430.00	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	291,885.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	294,401.25	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	243,610.00	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	236,527.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	350,913.95	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	401,616.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QBU9	333,371.50	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	342,083.00	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	389,804.00	A1	Yes	5/17/2023	5/17/2028	4.9
Prologis L P - 74340XCG4	248,072.50	A3	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFN7	247,280.00	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	394,700.00	A2	Yes	5/17/2024	2/8/2029	4.7
Eli Lilly Co - 532457CK2	261,242.30	A1	Yes	2/7/2024	2/9/2029	4.9
Toronto Dominion Bank - 89115A2Y7	394,580.00	A1	Yes	4/10/2024	4/5/2029	4.9
Bank of Montreal - 06367WB85	241,797.50	A2	Yes	8/6/2021	5/1/2025	3.7
Royal Bank of Canada - 78015K7H1	239,457.50	A1	Yes	5/20/2021	6/10/2025	4.0
<b>Total U.S. Corporate</b>	<b>8,683,169.80</b>					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 02/29/2024	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 912828YM6	492,330.00	Aaa	Yes	12/9/2020	10/31/2024	3.8
U.S. Treasury Note - 912828YV6	245,320.00	Aaa	Yes	12/11/2019	11/30/2024	4.9
U.S. Treasury Note - 912828Z52	487,450.00	Aaa	Yes	5/9/2021	1/31/2025	3.7
U.S. Treasury Note- 912828ZF0	481,190.00	Aaa	Yes	2/24/2021	3/31/2025	4.0
U.S. Treasury Note - 912828ZL7	478,760.00	Aaa	Yes	1/13/2021	4/30/2025	4.2
U.S. Treasury Note - 912828ZT0	476,270.00	Aaa	Yes	12/16/2020	5/31/2025	4.4
U.S. Treasury Note - 91282CAB7	472,930.00	Aaa	Yes	12/16/2020	7/31/2025	4.6
U.S. Treasury Note - 91282CAJ0	471,055.00	Aaa	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CAT8	467,675.00	Aaa	Yes	12/1/2020	10/31/2025	4.8
U.S. Treasury Note - 91282CBC4	465,255.00	Aaa	Yes	1/8/2021	12/31/2025	4.9
U.S. Treasury Note - 91282CBH3	463,655.00	Aaa	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	463,240.00	Aaa	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCF6	230,635.00	Aaa	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note- 91282CCP4	457,440.00	Aaa	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	457,305.00	Aaa	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note- 91282CCZ2	457,540.00	Aaa	Yes	12/15/2021	9/30/2026	4.7
U S Treasury Note - 91282CDK4	459,220.00	Aaa	Yes	10/20/2022	11/30/2026	4.1
U S Treasury Note - 91282CEF4	471,350.00	Aaa	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	473,965.00	Aaa	Yes	6/6/2022	4/30/2027	4.8
U S Treasury Note - 91282CET4	424,494.00	Aaa	Yes	7/8/2022	5/31/2027	4.8
U S Treasury Note - 91282CEW7	480,115.00	Aaa	Yes	10/20/2022	6/30/2027	4.6
U S Treasury Note - 91282CFH9	233,879.45	Aaa	Yes	10/6/2022	8/31/2027	4.8
U S Treasury Note - 91282CFM8	492,245.00	Aaa	Yes	10/24/2022	9/30/2027	4.9
U S Treasury Note - 91282CFU0	492,050.00	Aaa	Yes	11/18/2022	10/31/2027	4.9
U S Treasury Note - 9128283F5	462,560.00	Aaa	Yes	11/28/2022	11/15/2027	4.9
U S Treasury Note - 91282CGC9	585,636.00	Aaa	Yes	1/26/2023	12/31/2027	4.9
U S Treasury Note - 91282CHX2	595,806.00	Aaa	Yes	9/27/2023	8/31/2028	4.9
U S Treasury Note - 91282CDF5	437,245.00	Aaa	Yes	1/30/2024	10/31/2028	4.7
U S Treasury Note - 9128285M8	471,680.00	Aaa	Yes	1/19/2024	11/15/2028	4.8
<b>Total U.S. Government</b>	<b>13,148,295.45</b>					

**US Bank - Chandler Asset Mgmt**  
 May 2024 Bond Total per Treasurer's Report      35,121,726.23  
 Total Per May 2024 Chandler Statement      35,121,726.23  
 Variance      -

**US Bank - Chandler Liquidity Fund**  
 May 2024 Bond Total per Treasurer's Report      65,959,229.46  
 Total Per May 2024 Chandler Statement      65,959,229.46  
 Variance      -



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** SALE OF SURPLUS VEHICLES

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

West Valley Water District (District) provides vehicles to employees to conduct District operations. The Vehicle Use and Fleet Replacement Policy outlines a replacement schedule for replacing vehicles to ensure safety, efficiency and reduce maintenance costs for the vehicles. In addition, the District's Surplus Personal Property outlines the procedure for the sale or transfer of surplus property.

**DISCUSSION:**

There are a total of eleven vehicles District staff have determined should be sold at this time. Staff researched and visited a local auction company, JJ Kane Auctions, that was referred to by another water agency which said they have had a positive experience using this company. JJ Kane Auctions offers a turnkey approach for municipal entities and their nationwide sales and operations teams will handle all aspects of the sale from start to finish. JJ Kane Auctions will facilitate the entire transaction by coordinating transportation, taking photos and video, processing all necessary DMV paperwork, fielding phone calls from potential buyers, decommissioning, inspecting the vehicles for auction and delivery of payment.

Attached in **Exhibit A** is JJ Kane's Agreement and Auction Schedule for 2024. **Exhibit B** is the list of vehicles to be sold through auction and an estimated sale price based on JJ Kane's historical sales.

**FISCAL IMPACT:**

The estimated proceeds from the auction sale are approximately \$65,500.00. The proceeds from these vehicles will be added to the General Fund.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to enter into an agreement with JJ Kane Auctions to facilitate the District's sale of Surplus Vehicles.

**ATTACHMENT(S):**

1. Exhibit A - JJ Kane Agreement and Auction Schedule
2. Exhibit B - Vehicles and Estimated Value

# Exhibit A



Al Robles  
West Valley Water District  
855 W. Base Line Rd  
Rialto CA 92377

Office Phone: (909) 875-1804 x341

E-mail: [arobles@wvwd.org](mailto:arobles@wvwd.org)

### **August 1, 2024**

This agreement (this “Agreement”), effective as of August 1st, 2024, is by and among West Valley Water District (hereinafter called “Seller”), J.J. Kane Exchange, LLC (“Exchange”), and J.J. Kane Associates Inc. d/b/a “J.J. Kane Auctioneers,” “Ken Porter Auctions” and “First Capitol Auction” (“Associates” and, together with Exchange, hereinafter called “Auctioneer”), acting as agent for Seller. Seller and Auctioneer, intending to be legally bound, hereby agree as follows:

- 1) Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days’ prior written notice to the other party. Upon termination of this Agreement, Auctioneer shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60 day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer’s release of such Auction Items to Seller.
- 2) Engagement.
  - a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller’s property identified by Seller (the “Auction Item”), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
    - i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller’s sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10

- business days of dated invoice. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.
- b) Seller hereby acknowledges and agrees that any auction conducted over the internet via online bidding will be conducted by Exchange and any applicable third party internet auction platform.
  - c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.
- 3) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.
- 4) As-Is & Where-Is Auction Sales.
- a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an “As-Is Where-Is” basis without any warranties of any kind, expressed or implied.
  - b) Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items prior to listing such Auction Items with Auctioneer for sale.
  - c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a “No Sale” in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item.
  - d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).
- 5) Marketable Title.
- a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller whatsoever which in any way would hinder, prevent or otherwise affect Seller’s or Auctioneer’s right or ability to sell the Auction Items at auction sale.
  - b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 11(c) below.
  - c) Seller agrees to deliver, upon Auctioneer’s request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.
  - d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller’s property.
  - e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts

to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation, attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.

- f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.
- g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): \_\_\_\_\_.
- h) The obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement.

6) Titles On-Site.

- a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.
- b) In order to comply with applicable motor vehicle rules and to enable new purchasers to assume ownership with minimal problems, a letter of authorization on Seller's letterhead must accompany all certificates of title associated with Auction Items. Set forth below is a sample letter:

To Whom It May Concern:

[SELLER NAME] hereby authorizes J.J. Kane Auctioneers to sell vehicles and/or equipment owned by \_\_\_\_\_ at the auction sale conducted on Saturday, \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_.

Sincerely,  
[SELLER NAME]  
[DATE]

- 7) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 11(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

8) Insurance Coverage.

- a) Seller shall, at their own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the day of the auction sale.
- b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site.
- c) Auctioneer shall be responsible for any loss or damage to Auction Items due to Auctioneer's willful or negligent acts or omissions.

9) Commission. **[AUCTIONEER REPRESENTATIVE TO COMPLETE SECTION 9b]**

- a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform (e.g., live auction or internet only), (ii) type of



buyer (on-site or internet) and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item.

- b) **[Seller agrees to pay Auctioneer a Seller's commission equal to 4 % of the total gross sale price for sold Auction Items.]**
- c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

10) Non-Sales.

- a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.
- b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

11) Reimbursed Expenses.

- c) If applicable and pre-approved by Seller, Seller agrees that Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.
 

(1) Advertising:	\$ 0
(2) Decommissioning & Washing:	\$ 65
(3) Repairs:	\$ 10% plus cost <b>on seller approval</b>
(4) Other:	\$ _____
- d) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by a third party service provider, Auctioneer will invoice Seller a transportation fee equal to the cost of pickup and transportation plus 10%.

12) Payment.

- a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.
- b) Within 14 business days following the auction sale, Auctioneer shall to remit to Seller the net proceeds from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 9 above and any expenses as outlined in Section 11 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check made payable to Seller. Any proceeds check will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

- 13) Absolute Unreserved Auction Sales.
- a) Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
  - b) Furthermore, Seller understands/agrees that it is illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
  - c) If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
    - (1) Pass the Auction Item currently being offered for sale along with all other Auction Items.
    - (2) Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
  - d) Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".
- 14) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of \$500.00 for each such Auction Item that is removed from the sale.
- 15) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.
- 16) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership and maintenance (or lack thereof) of the Auction Items, (b) the condition of the Auction Items at time of auction, (c) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (d) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, (f) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (g) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.
- 17) Entire Agreement; Headings.
- a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
  - b) Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 18) Digger Derricks and Aerial Devices.
- a) Section 18(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an "aerial device") sold as Auction Items hereunder:
    - (1) Extensible boom aerial devices;
    - (2) Aerial ladders;
    - (3) Articulating boom aerial devices;
    - (4) Vertical towers; and

- (5) A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.
- b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer's manual(s) (collectively, "Manuals") for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer's auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided by Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 15 above for which Auctioneer shall be entitled to indemnification pursuant to Section 16 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**SELLER:**

\_\_\_\_\_  
(Seller Name)

By: \_\_\_\_\_

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

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

**ASSOCIATES:**

J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers

By: \_\_\_\_\_

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

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

**EXCHANGE:**

J.J. Kane Exchange, LLC

By: \_\_\_\_\_

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

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

**Revised: 11/04/2020**



Jurupa Valley

JANUARY	BID OPENS	AUCTION CLOSSES
MISCELLANEOUS	1/2/2024	1/9/2024
VEHICLES / HEAVY EQUIPMENT	1/11/2024	1/18/2024
<b>FEBRUARY</b>		
MISCELLANEOUS	1/30/2024	2/6/2024
VEHICLES / HEAVY EQUIPMENT	2/8/2024	2/15/2024
<b>MARCH</b>		
MISCELLANEOUS	2/27/2024	3/5/2024
VEHICLES / HEAVY EQUIPMENT	3/7/2024	3/14/2024
<b>APRIL</b>		
MISCELLANEOUS	3/26/2024	4/2/2024
VEHICLES / HEAVY EQUIPMENT	4/4/2024	4/11/2024
<b>MAY</b>		
MISCELLANEOUS	4/30/2024	5/7/2024
VEHICLES / HEAVY EQUIPMENT	5/9/2024	5/16/2024
<b>JUNE</b>		
MISCELLANEOUS	5/28/2024	6/4/2024
VEHICLES / HEAVY EQUIPMENT	6/6/2024	6/13/2024
<b>JULY</b>		
MISCELLANEOUS	6/25/2024	7/2/2024
VEHICLES / HEAVY EQUIPMENT	7/5/2024	7/11/2024
<b>AUGUST</b>		
MISCELLANEOUS	7/30/2024	8/6/2024
VEHICLES / HEAVY EQUIPMENT	8/8/2024	8/15/2024
<b>SEPTEMBER</b>		
MISCELLANEOUS	8/29/2024	9/5/2024
VEHICLES / HEAVY EQUIPMENT	9/5/2024	9/12/2024
<b>OCTOBER</b>		
MISCELLANEOUS	9/26/2024	10/3/2024
VEHICLES / HEAVY EQUIPMENT	10/3/2024	10/10/2024
<b>NOVEMBER</b>		
MISCELLANEOUS	10/31/2024	11/7/2024
VEHICLES / HEAVY EQUIPMENT	11/7/2024	11/14/2024
<b>DECEMBER</b>		
MISCELLANEOUS	11/28/2024	12/5/2024
VEHICLES / HEAVY EQUIPMENT	12/5/2024	12/12/2024

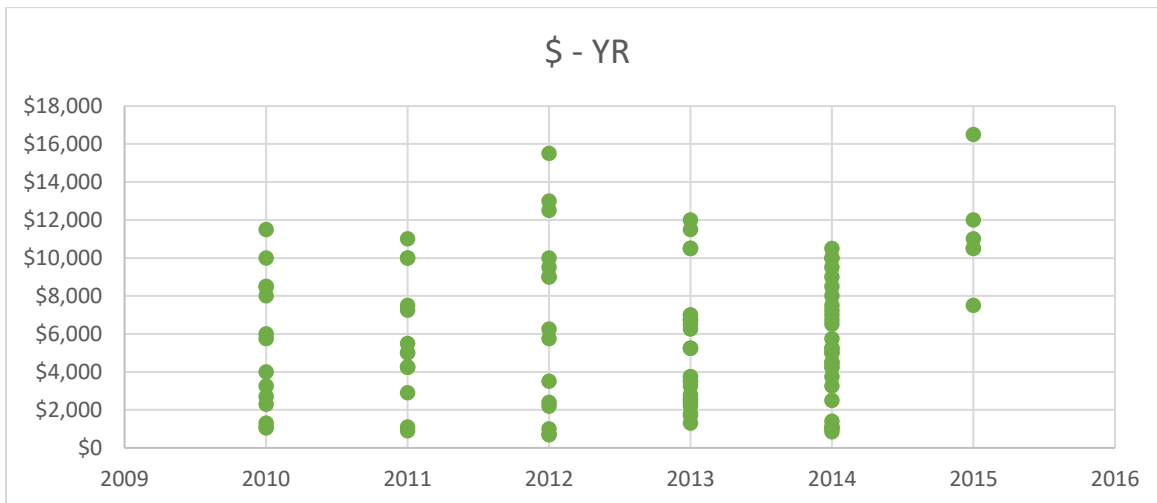
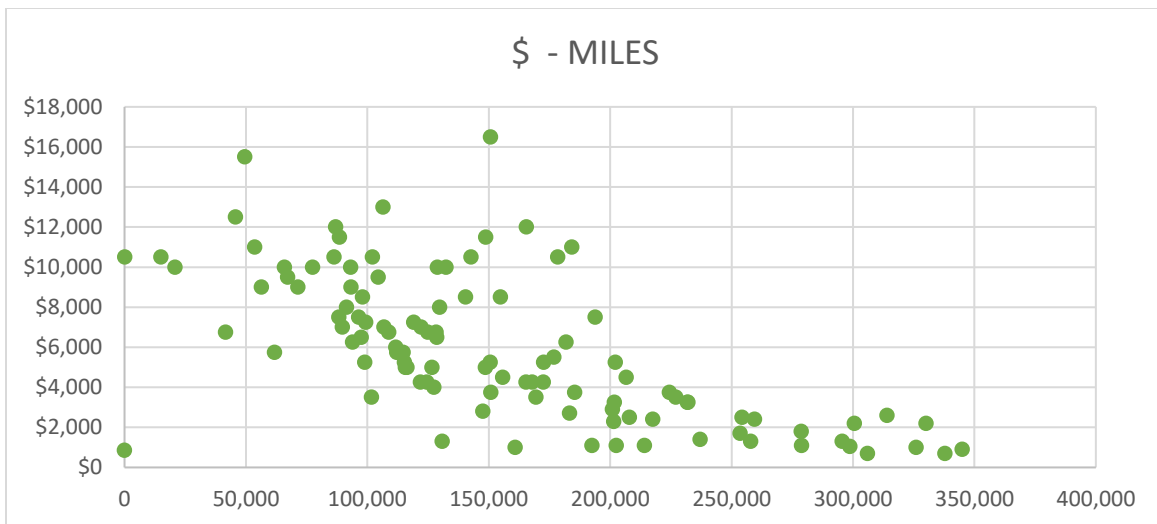
# Exhibit B



To Generate an Estimated amount for your F-150 fleet to be auctioned, we ran a report on equipment-related sales in Jurupa Valley, CA, and Dixon, CA, from 2023 to the present.

We filter our information to provide a closer result to the specific years of the units from 2010-2015.

2010-2015 FORD F-150 / SALES: 2023 - 2024	
Total Units Sold	107
GAP	635,150
Avg.	5,936



At JJ Kane / Ken Porter Auctions, based on the characteristics of your fleet (Trim, model, YR., & Mileage),  
We estimate prices as follows:

UNIT #	LICENSE #	VIN #	YEAR	MAKE	MODEL	TYPE	CURRENT MILEAGE	ESTIMATE
195	1343681	1FTMF1CW5AKB35387	2010	FORD	F150	PICKUP	136,011	\$4,500
200	1367509	1FTMF1EF7BKD22614	2011	FORD	F150	4 X 4 PICKUP	165,784	\$5,000
201	1367496	1FTMF1CF6BKD22610	2011	FORD	F150	PICKUP	134,850	\$5,000
203	1367497	1FTNF1CF2BKD22611	2011	FORD	F150	PICKUP	114,044	\$5,000
206	1405873	1FTMF1CF0CKD33040	2012	FORD	F150	PICKUP	105,706	\$5,000
208	1407340	1FTMF1CF6DFB61221	2013	FORD	F150	PICKUP	104,775	\$5,500
210	1407341	1FTMF1CF4DFB61220	2013	FORD	F150	PICKUP	112,255	\$5,000
213	1419229	1FTMF1CF9EKD33153	2014	FORD	F150	PICKUP	130,128	\$6,000
232	1490771	1FTMF1C84FKE52635	2015	FORD	F150	PICKUP	106,347	\$8,000
233	1490770	1FTMF1C88FKE52637	2015	FORD	F150	PICKUP	116,286	\$7,000

136	336907	1GBG6H1PXMJ106645	1991	CHEVY	C6	WATER TRUCK	40,001	\$9,500
-----	--------	-------------------	------	-------	----	-------------	--------	---------





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** William Fox, Chief Financial Officer  
**SUBJECT:** AWARD OF PROFESSIONAL SERVICES AGREEMENT - AUDIT SERVICES

---

**MEETING HISTORY:**

06/26/24 Finance Committee REFERRED TO BOARD

**BACKGROUND:**

In 2023 the CPA firm, The Pun Group, completed its fifth and final year of engagement for the District's annual financial audit. To follow best practice staff prepared and distributed a Request for Proposal (RFP) for Audit Services. The RFP was posted on the PlanetBids platform. Five CPA firms responded by submitting proposals. The District performed a proposal evaluation and conducted interviews to select a CPA firm to perform audit services for the next three years.

**DISCUSSION:**

The submitted proposals were scored based upon 10 criteria. Each criterion could earn a total of 10 points. A total of 100 points could be earned in the evaluation process. The ten criteria were as follows: 1) Transmittal letter; 2) Technical proposal; 3) Independence; 4) Licensed to practice in California; 5) Firm qualifications; 6) Partner, Supervisory and Staff qualifications & experience; 7) Grants and Single Audit Experience; 8) Similar engagements with Special Districts that are water district based; 9) Proof of insurance provided meeting District's specified requirements; and 10) Proposal cost for three-year agreement. The overall scores in rank order and proposal cost for the three-year period are listed below.

<b>Firm Name</b>	<b>Scores</b>	<b>3 Year Cost</b>
The Pun Group	99	153,629.00
Vasquez & Co LLP	94	159,202.00
Eadie Payne	87	160,100.00
C.J. Brown & Co.	85	124,936.00
Davis Farr	81	161,100.00

Due to the fact that auditors are hired by the Board, the Finance staff prepared the preliminary ranking to facilitate discussions and get direction at the Finance Committee. Based upon feedback received, the two top scoring CPA firms were invited for an interview. The interview consisted of ten questions. Both interviewed firms were deemed equally qualified. The Pun Group, by virtue of

having a lower overall three-year cost was Staff's recommendation is to engage in performing audit services for the District over the next three years.

**FISCAL IMPACT:**

The District's annual audit is budgeted each year and approved by the Board. Over the three-year agreement the total cost is \$153,629. The annual cost for the three-year period is \$51,210.

**STAFF RECOMMENDATION:**

Staff recommends that the Finance Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into an Agreement with The Pun Group to provide annual audit services for the next three fiscal years.
2. Authorize the General Manager to execute all necessary documents.

ATTACHMENT 1. Agreement for Professional Services – The Pun Group

**ATTACHMENT(S):**

1. Attachment 1 - PSA with Pun Group



# ***West Valley Water District***

***AGREEMENT FOR PROFESSIONAL SERVICES***

***With***

***The PUN Group Accountants & Advisors***

TABLE OF CONTENTS

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

## **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 18<sup>th</sup> day of July, 2024 (“Effective Date”) is by and between West Valley Water District (“District”) and The PUN Group Accountants & Advisors (“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 three (3) years commencing on the Effective Date and terminating three (3) years after the Effective Date.

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

(c) If a Task Order (as defined herein) is in effect at the expiration of the term of this Agreement, the term of this Agreement will automatically extend until Consultant completes the services under said Task Order, or until the Agreement is otherwise terminated, as set forth herein.

#### **Section 2. Scope and Performance of Services.**

**2.1** (a) District may, from time to time, by written instructions from the District’s General Manager or Assistant General Manager, or their designee, (“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: (1) the scope of services to be performed by Consultant; (2) the compensation to be paid to Consultant; and (3) 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"). Consultant shall not substitute or remove Key Personnel without the prior written consent of District.
- 2.4** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Notwithstanding Section 3 below, in the event Consultant utilizes the services of subcontractors or sub-consultants, Consultant assumes sole and complete responsibility for the performance of the subcontractor or sub-consultant to the specifications provided hereunder for Consultant's work, and no adjustment will be made to Consultant's requirements under this Agreement for timely completion of services, complete performance of services, or delivery of products or deliverables in a timely fashion, and no adjustment will be made to performance deadlines, or compensation due to Consultant, due to or arising from issues Consultant may have with any subcontractor or sub-consultant. Consultant will at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described in this Agreement. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

Consultant warrants it will perform its services, as more particularly described in this Agreement and each Task Order in accordance with generally accepted professional practices and current standards of care and diligence normally practiced by members of the profession currently practicing under conditions of a similar nature. Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein.

- 2.5** Neither District nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include a Force Majeure Event. A Force

Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the services); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety. Should such a Force Majeure Event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay. Notwithstanding the foregoing, District may still terminate this Agreement in accordance with the termination provisions of 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** In no event shall the total amount paid for services rendered by Consultant under this Agreement and all Task Orders issued hereunder exceed the sum of the Task Orders. Subject to any limitations set forth in this Agreement, District agrees to pay Consultant the amounts shown in a Task Order.
- 5.2** Consultant shall furnish District monthly with an original invoice for all services performed and expenses incurred under a Task Order 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 and the Task Order. 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 and California Labor Code.**

- 10.1** 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.

- 10.2** Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

- 10.3** If the services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subconsultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subconsultants, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

- 10.4** This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance

requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the District. Consultant shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

### **Section 11. Conflicts of Interest.**

Consultant covenants that neither Consultant, nor any officer, principal nor employee of its Consultant, 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 Consultant will make, participate in the making, or in any way attempt to use the position of Consultant to influence any decision of the District in which Consultant knows or has reason to know that Consultant, or any officer, principal or employee of Consultant has a financial interest as defined in Government Code section 87103.

### **Section 12. Confidential Information; Release of Information.**

- 12.1** All information gained or work product produced by Consultant in performance of this Agreement will be considered confidential to the full extent permitted by law, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than District without prior written authorization from an Authorized Representative, except as may be required by law.
- 12.2** Consultant, its officers, employees, or agents, shall not, without prior written authorization from an Authorized Representative or unless requested by the District counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order will not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena.
- 12.3** If Consultant, or any officer, employee, or agent of Consultant, provides any information or work product (including Project Documents) in violation of this Agreement, then District shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees related to any unauthorized disclosure by consultant or, caused by or incurred as a result of Consultant's conduct.

**12.4** Consultant shall promptly notify District should, Consultant, its officers, employees, or agents be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the services performed under this Agreement. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

### **Section 13. Indemnification.**

**13.1** 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 sole negligence or intentional acts of District or its Representatives (as solely defined below).

**13.2** To the fullest extent permitted by law, 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 services 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 services provided 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 ; (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 sole 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 Claim and charge all of the direct or incidental costs 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.

**13.3** If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

#### **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 said 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 giving ten (10) calendar days 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, including, but not limited to, Project Documents must be returned to District immediately. 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. If said termination occurs prior to completion of any Task Order for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by District and Consultant of the portion of such Task Order completed but not paid prior to said 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. District shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

## **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: General Manager

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

To Consultant:                The PUN Group Accountants & Advisors  
    Attention: Kenneth H. Pun  
    Address: 200 E Sandpointe Ave Suite 600  
    Phone Number: 949-777-8801

Email: ken.pun@pungroup.com

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

**Email: [apinvoices@wvwd.org](mailto:apinvoices@wvwd.org)**

or

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

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

**Section 18. General Provisions.**

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



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

- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE WEST VALLEY WATER DISTRICT  
AND THE PUN GROUP ACCOUNTANTS & ADVISORS**

**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 \_\_\_\_\_  
Gregory Young, President

By \_\_\_\_\_  
John Thiel, General Manager

By \_\_\_\_\_  
Elvia Dominguez, Board Secretary

**CONSULTANT:**

**THE PUN GROUP ACCOUNTANTS & ADVISORS**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT A**  
**TASK ORDER**

**TASK ORDER NO. 1**

This Task Order (“Task Order”) is executed this 18th day of July, 2024 by and between West Valley Water District, a public agency of the State of California (“District”) and THE PUN GROUP ACCOUNTANTS & ADVISORS (“Consultant”).

**RECITALS**

- A. On or about July 18th, 2024 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**

\_\_\_\_\_  
John Thiel, General Manager

\_\_\_\_\_  
Elvia Dominguez, Board Secretary

**CONSULTANT:**

**THE PUN GROUP ACCOUNTANTS &  
ADVISORS**

By \_\_\_\_\_

Name \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT “1”**

**TO**

**TASK ORDER NO.   1**

**SCOPE OF SERVICES**

The West Valley Water District is requesting the Consultant to perform Professional Auditing Services and issue opinions on the District’s Financial Statement. The audits are to be completed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants (AICPA).
- US General Accounting Office’s (GAO) Standard for Audit of Governmental Organizations, Programs, Activities, and Functions.
- Local Governments and Governmental Accounting Standards Board (GASB) Pronouncements.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted
- Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States. The provisions of the Single Audit Act as amended in 1996.
- The provisions of the US Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-profit Organizations, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- California Code of Regulations. Public Utilities Code.
- District policies and procedures.

To accomplish this task, the Consultant will:

- Perform an audit of the District's financial statements in accordance with Generally Accepted Auditing Standards as set forth by the American Institute of Certified Public Accountants, and in accordance with "Minimum Audit Requirements and Reporting Guidelines for California Special Districts" as required by the State Controller's Office.
- Prepare an audit report of the District’s Financial Statements, which the District will prepare with assistance and recommendations from the Consultant.
- If required, prepare a Single Audit Report which will include the following:

- Report on compliance and on internal control over financial reporting based on an audit of financial statements performed in accordance with Government Auditing Standards.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, “Audits of State and Local Governments,” and the Single Audit Act of 1984 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.
  - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non- Profit Organizations.
- If required, Pursuant to Government Code 53891, prepare an Annual Audit Report of Financial Transactions of the Special District and submit it to the California State Controller’s Office by the State Deadline.
  - Issue a separate “Management Letter” that includes recommendations for improvements in internal control, accounting procedures, and other significant observations that are considered non reportable conditions.
  - Keep the District informed of new state and national developments affecting governmental finance, reporting standards, and trends, including GASB pronouncements.

**Provided By Client (PBC) Lists:** They will be provided for both interim and final audits according to an agreed-upon timeline between the engagement team and the District in order to be reasonably prepared for a field audit. The engagement team will meet the District’s Management Team during the initial planning stage to discuss audit schedules and review the prior year’s audit findings (if any). Consultant will deliver a list of all documents to be provided by the District’s staff. Once such materials are agreed upon by the engagement team and District’s finance personnel, no other schedules will be requested unless new information comes to light in the course of test work.

**Attendance at Meetings and Hearings:** The engagement team will participate in as many meetings with staff as needed to perform the work scope tasks, present the audit plan prior to beginning fieldwork, and discuss the draft audit reports. The team will attend public meetings to present and discuss its findings and recommendations. Once all issues of discussion are resolved, the completed Financial Reports, Single Audit report (if applicable), and other reports will be delivered to the District according to the agreed-upon schedule.



**Proposed Audit Adjustments:** All proposed adjusting journal entries by the Consultant will be discussed and explained in a timely manner with the designated Finance Department personnel. Such proposed adjustments will be in a format that shows the lowest level of posting detail needed for data entry in the general ledger systems.

**Supplemental Reports, Audits, or Agreed-Upon Procedures:** Other services, such as agreed-upon procedures, may be deemed necessary. These services will be performed at agreed-upon rates and will be added to a written agreement before commencing audit work. The Consultant and the West Valley Water District will discuss and approve the scope and associated costs of these tasks.

**Advice and Consultation:** Will be provided throughout the year on matters relating to accounting and financial reporting. Such services do not include any task that entails significant research or a formal report.

**GASB Implementation:** The Consultant will provide technical assistance and training in the implementation of applicable GASB pronouncements not yet in effect. Consultant has a dedicated partner, Mr. Jack Georger, who will be responsible for providing advice and consultation for the implementation of these new standards. The Consultant will advise the District on the applicability of accounting and reporting standards and other accounting issues and provide guidance on new note disclosures, GASB implementations, and other reporting requirements. Consultant will also provide training, resources, and information on topics relevant to the District's financial reporting and operations. (Based on the scope, additional charges may apply.)

**Report of all Irregularities and Illegal Acts:** The Consultant will make an immediate written report of all irregularities and illegal acts or indications of illegal actions of which we may become aware to the General Manager and CFO.

The engagement team will also make all communications to the District required by the audit standards under which the engagement is performed.

**Working Paper Retention and Access to Working Papers:** The Consultant will retain, at its own expense, all working papers and reports for a minimum of seven (7) years unless the West Valley Water District notifies the Consultant in writing of the need to extend the retention period. The Consultant will make working papers available upon request by the West Valley Water District or its designees.

Also, Consultant will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

**EXHIBIT “2”**  
**TO**  
**TASK ORDER NO.   1**

**COMPENSATION**

Total All-Inclusive Maximum Price:

Consultant’s proposed fees for Professional Auditing Services for three fiscal years ending June 30, 2024, June 30, 2025, and June 30, 2026, with the option of auditing its financial statements for each of the two subsequent fiscal years, are as follows:

Service:	FY2023/24	FY2024/25	FY2025/26	FY2026/27 (Optional)	FY2027/28 (Optional)
Financial Statements Audit and Related Reports	\$ 43,425	\$ 45,596	\$ 47,876	\$ 50,270	\$ 52,783
Preparation and Filing State Controller’s Report	1,500	1,575	1,654	1,736	1,823
Single Audit - 1 Major Program (if needed)	4,000	4,200	4,410	4,631	4,862
<b>Total for Fiscal Year (not-to-exceed)</b>	<b>\$ 48,925</b>	<b>\$ 51,371</b>	<b>\$ 53,940</b>	<b>\$ 56,637</b>	<b>\$ 59,469</b>

(1) Single Audit fees based on one (1) major program. The number of programs determined to be “major” will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the West Valley Water District’s Management before starting Single Audit work.

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	40	\$ 300	\$ 300	\$ 12,000
Manager	80	\$ 200	\$ 200	\$ 16,000
Supervisory Staff	100	\$ 175	\$ 175	\$ 17,500
Staff	190	\$ 125	\$ 125	\$ 23,750
Clerical:	16	\$ 100	\$ 100	\$ 1,600
Out-of -Pocket Expenses:				Included
<i>Professional Discount:</i>				\$ (21,925)
<b>Total all-inclusive maximum price for FY 2024</b>				<b>\$ 48,925</b>

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	40	\$ 300	\$ 300	\$ 12,000
Manager	80	\$ 200	\$ 200	\$ 16,000
Supervisory Staff	100	\$ 175	\$ 175	\$ 17,500
Staff	190	\$ 125	\$ 125	\$ 23,750
Clerical:	16	\$ 100	\$ 100	\$ 1,600
Out-of -Pocket Expenses:				Included
<i>Professional Discount:</i>				\$ (19,479)
<b>Total all-inclusive maximum price for FY 2025</b>				<b>\$ 51,371</b>

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	40	\$ 300	\$ 300	\$ 12,000
Manager	80	\$ 200	\$ 200	\$ 16,000
Supervisory Staff	100	\$ 175	\$ 175	\$ 17,500
Staff	190	\$ 125	\$ 125	\$ 23,750
Clerical:	16	\$ 100	\$ 100	\$ 1,600
Out-of -Pocket Expenses:				Included
<i>Professional Discount:</i>				\$ (16,910)
<b>Total all-inclusive maximum price for FY 2026</b>				<b>\$ 53,940</b>

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	40	\$ 300	\$ 300	\$ 12,000
Manager	80	\$ 200	\$ 200	\$ 16,000
Supervisory Staff	100	\$ 175	\$ 175	\$ 17,500
Staff	190	\$ 125	\$ 125	\$ 23,750
Clerical:	16	\$ 100	\$ 100	\$ 1,600
Out-of -Pocket Expenses:				Included
<i>Professional Discount:</i>				\$ (14,213)
<b>Total all-inclusive maximum price for FY 2027</b>				<b>\$ 56,637</b>

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	40	\$ 300	\$ 300	\$ 12,000
Manager	80	\$ 200	\$ 200	\$ 16,000
Supervisory Staff	100	\$ 175	\$ 175	\$ 17,500
Staff	190	\$ 125	\$ 125	\$ 23,750
Clerical:	16	\$ 100	\$ 100	\$ 1,600
Out-of -Pocket Expenses:				Included
<i>Professional Discount:</i>				\$ (11,381)
<b>Total all-inclusive maximum price for FY 2028</b>				<b>\$ 59,469</b>

**EXHIBIT "3"**  
**TO**  
**TASK ORDER NO. 1**  
**SCHEDULE**

**Schedule to be determined by District Staff.**

**EXHIBIT B**  
**KEY PERSONNEL**

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

Kenneth H. Pun

**EXHIBIT C**  
**INSURANCE**

**INSURANCE**

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

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

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

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

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

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

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

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

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

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



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



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH HOWARD INDUSTRIAL PARTNERS, INC FOR BLOOMINGTON BUSINESS PARK OFFSITE (JURUPA AVE, LINDEN AVE, 5TH ST)

---

**MEETING HISTORY:**

06/18/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

**BACKGROUND:**

Howard Industrial Partners, Inc (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The Development proposes the construction of (1) tractor-trailer parking area and (3) warehouses totaling 2,078,140 square feet within a 231-acre Specific Plan site. As part of the Development, the project has been required to install several offsite utilities (i.e. sewer and storm drain) within Jurupa Ave, Linden Ave and 5<sup>th</sup> St, to service the proposed buildings. During the design phase of the project, the Developer identified several West Valley Water District (“District”) water mains in direct conflict with the new utility alignments and has proposed to relocate these facilities to maintain our District’s standards for pipe coverage and compliance with the Department of Drinking Water Standard’s for water main separation.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc.
2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# Exhibit A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Howard Industrial Partners, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Bloomington Business Park Offsite (Jurupa Ave, Linden Ave and 5th St)** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

## **3. LICENSES AND PERMITS**

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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



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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St)** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT

Attn: General Manager

Post Office Box 920

Rialto, CA 92377

*RE:* Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

Howard Industrial Partners, Inc

ATTN TO: Timothy Howard

2244 N. Pacific St

Orange, CA 92865

*RE:* Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

SURETY NAME:

ATTN TO:

ADDRESS

*RE:* Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

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

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

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

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

## 9. INSPECTION

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

9.7. Final acceptance of all material to be purchased or fabricated by Developer under this Agreement shall be made only with the prior approval of the District. Approval by the District, however, shall not operate to relieve the material supplier or Developer of any guarantees,

warranties, or the duty of compliance with any of the requirements of the approved plans and specifications or of this Agreement. All construction pursuant to this Agreement shall be inspected pursuant for conformity with District requirements. Developer shall pay actual costs for inspections.

## **10. TESTING AND DISINFECTION**

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

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

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

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

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

## **13. INDEMNIFICATION**

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

suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the aforesaid operations, provided as follows:

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

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

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

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

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

[CONTINUED ON NEXT PAGE]

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

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_  
John Thiel, General Manager

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

**DEVELOPER:**

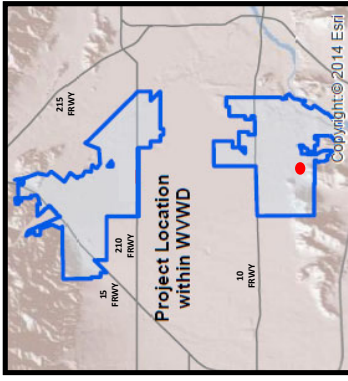
**Howard Industrial Partners, Inc**

By: \_\_\_\_\_  
Timothy Howard, President  
Authorized Agent

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

# Exhibit A





**Exhibit A**  
**Bloomington Business Park Offsite (Jurupa, Linden, 5<sup>th</sup>)**



# Exhibit B

(to be provided at late date)

# Exhibit C

(to be provided at later date)

# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St) (Date TBD)** This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**Howard Industrial Partners, Inc  
2244 N. Pacific St  
Orange, CA 92865**

as the "Principal", an agreement for the work described as follows:

**Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, 5th St) (Date TBD).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the

laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**)

no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of

the United States, for the payment of which sum well and truly to be made, we bind ourselves,

our heirs, executors, administrators, and successors, jointly and severally, firmly by these

presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

Howard Industrial Partners, Inc

By: \_\_\_\_\_  
Timothy Howard, President  
  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

\_\_\_\_\_

(NOTARIZATION AND SEAL)



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH HOWARD INDUSTRIAL PARTNERS, INC FOR BLOOMINGTON BUSINESS PARK SP

---

**MEETING HISTORY:**

06/18/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

**BACKGROUND:**

Howard Industrial Partners, Inc (“Developer”) is the owner of land located in the unincorporated community of Bloomington, known as Bloomington Business Park (“Development”). The project proposes the development of a 231-acre Specific Plan site for several industrial warehouses located north of Jurupa Avenue, south of Santa Ana Avenue, east of Alder Avenue, and west of Linden Avenue. The initial development plan includes 10 acres of trailer parking, and a total building footprint of 2,078,140 square feet on 113-acres. The warehouse buildings include ancillary office space along with 800 tractor trailer stalls, 402 parking spaces, and landscaped areas. The Development will require the upsizing and installation of new 16” and 12” Ductile Iron Pipe within the project area to meet the fire flow requirements needed for a heavy industrial development, along with associated domestic and irrigation meters to supply water service to the project.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:



1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Howard Industrial Partners, Inc.
2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# Exhibit A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Howard Industrial Partners, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

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

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Bloomington Business Park SP** as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

**2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

**3. LICENSES AND PERMITS**

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Bloomington Business Park SP** is **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)**. Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of **(Developer to Provide Bond Amount at Later Date)** no/100 dollars **(Developer to Provide Bond Amount at Later Date)** equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
 Attn: General Manager  
 Post Office Box 920  
 Rialto, CA 92377  
*RE:* Water Improvement Plans for Bloomington Business Park SP

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

Howard Industrial Partners, Inc  
 ATTN TO: Timothy Howard  
 2244 N. Pacific St  
 Orange, CA 92865  
*RE:* Water Improvement Plans for Bloomington Business Park SP

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

SURETY NAME:

ATTN TO:

ADDRESS

*RE:* Water Improvement Plans for Bloomington Business Park Offsite (Jurupa Ave, Linden Ave, and 5th St)

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

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

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

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

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

## **9. INSPECTION**

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



requirements. Developer acknowledges and represents that it assumes full and sole responsibility for the safety and management of the project.

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

## **10. TESTING AND DISINFECTION**

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

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

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

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

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

## **13. INDEMNIFICATION**

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

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

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by

reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

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

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and

AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

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

[CONTINUED ON NEXT PAGE]

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

**DEVELOPER:**

**Howard Industrial Partners, Inc**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Timothy Howard, President  
Authorized Agent

# Exhibit A

# Exhibit B

(to be provided at late date)

# Exhibit C

(to be provided at later date)



# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans Bloomington Business Park SP (Date TBD)** This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**Howard Industrial Partners, Inc  
2244 N. Pacific St  
Orange, CA 92865**

as the "Principal", an agreement for the work described as follows:

**Water System Installation in Accordance with Approved Water Improvement Plans Bloomington Business Park SP (Date TBD).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**) no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

Howard Industrial Partners, Inc

By: \_\_\_\_\_  
Timothy Howard, President  
  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20362 LOT 4

---

**MEETING HISTORY:**

06/18/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

**BACKGROUND:**

Richmond American Homes of Maryland, Inc. (“Developer”) is the owner of land located south of Garden Street, west of Casava Drive, east of Cypress Avenue, and north of Casa Grande Ave, in the City of Fontana, known as the Gardens at the Arboretum. This Specific Plan Area has been subdivided into multiple tracts and lots to be developed into single family residential homes. Tract 20362 Lot 4, (“Development”), is part of this master planned community and contains (86) residential lots for development. As part of this project, the Developer is required to construct new water mains and related facilities within the tract to allow for new domestic, irrigation and fire connections.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc

2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# Exhibit A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Richmond American Homes of Maryland, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20362 – Lot 4** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Tract 20362 – Lot 4**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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



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

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

## **3. LICENSES AND PERMITS**

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Tract 20362 – Lot 4**, is (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**) equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: Water Improvement Plans for Tract 20362 – Lot 4*

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

Richmond American Homes of Maryland, Inc  
ATTN TO: Van G. Martin  
5171 California Ave, Suite 120  
Irvine, Ca 92517  
*RE: Water Improvement Plans for Tract 20362 – Lot 4*

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
*RE: Water Improvement Plans for Tract 20362 – Lot 4*

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

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

7.7. The District is closed on the holidays listed in Exhibit “E”.

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

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

**9. INSPECTION**

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

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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

## **10. TESTING AND DISINFECTION**

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

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

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

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

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

## **13. INDEMNIFICATION**

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

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

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by

reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

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

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County



Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

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

[CONTINUED ON NEXT PAGE]

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

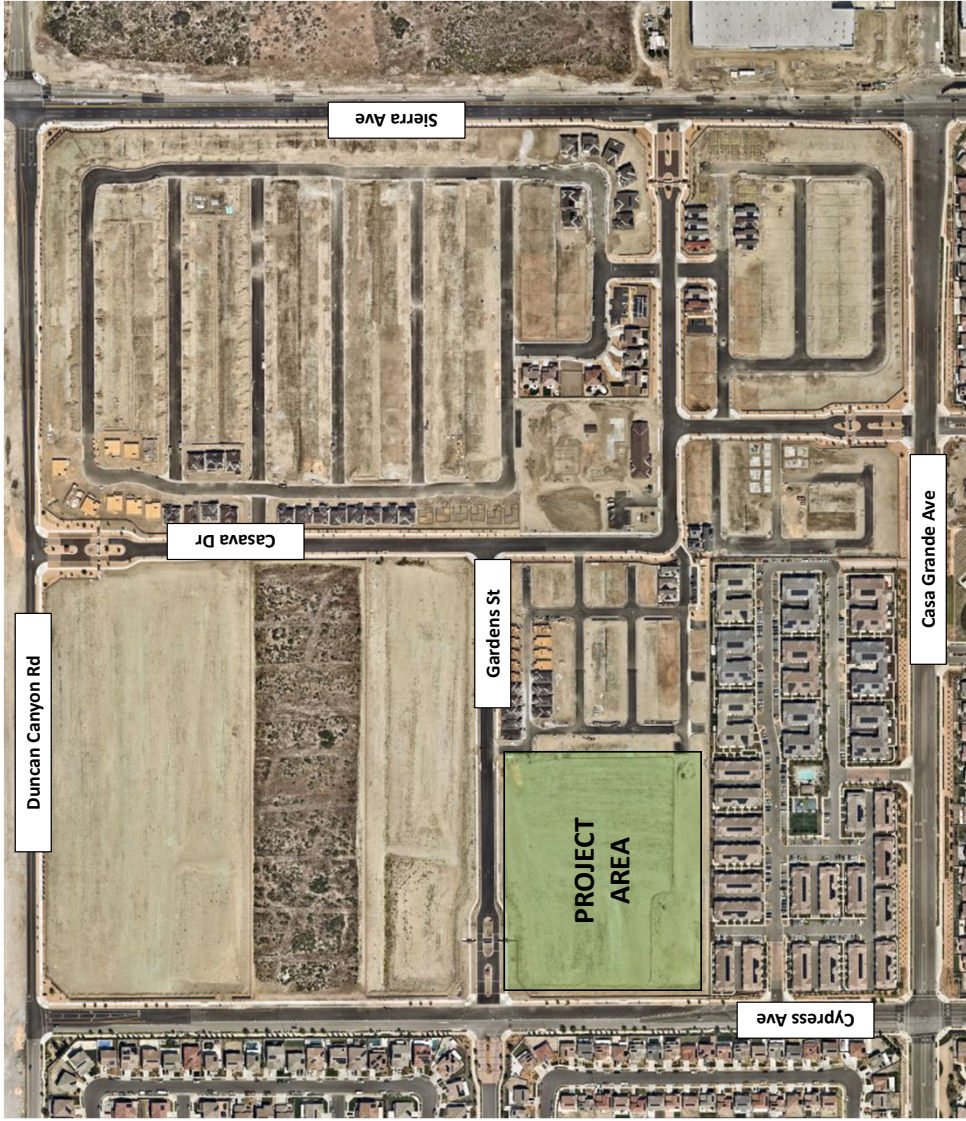
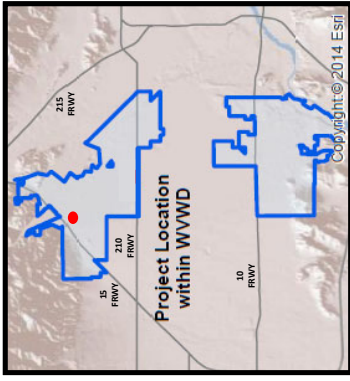
By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

**DEVELOPER:**

**Richmond American Homes of Maryland, Inc  
a Maryland Corporation**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Van G. Martin, Vice President  
Authorized Agent

# Exhibit A



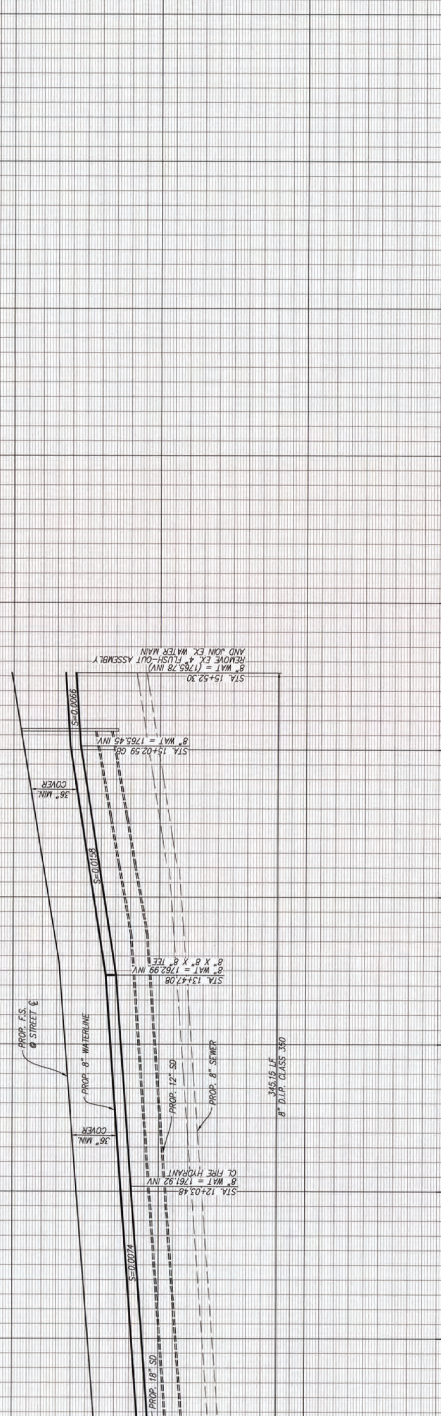
**Exhibit A**

**Tract 20362 – Lot 4**



# Exhibit B





**PROFILE SCALE**  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'

PROVIDE START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 8" D.I.P. GLASS 880 AND W-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
  - FURNISH AND INSTALL 8" 45° ELBOW D.I.
  - FURNISH AND INSTALL 8" FLANGED TEE D.I.
  - FURNISH AND INSTALL 8" TRENCH EXCAVATE AND BACKFILL PER WIND STD. DING. NO. W-11
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DING. NO. 4

**WATER SERVICE TABLE**

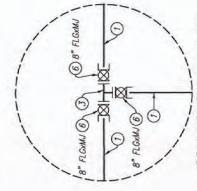
UNIT	TOSSON STA	7/6-8/6" STA
79	11+83.27	
80	12+01.48	
81	12+05.78	
82	12+03.88	
83	13+84.79	
84	14+02.89	
85	14+88.07	
86	15+07.28	
PARK	15+24.00	
PARK	15+45.71	

**LINE TABLE**

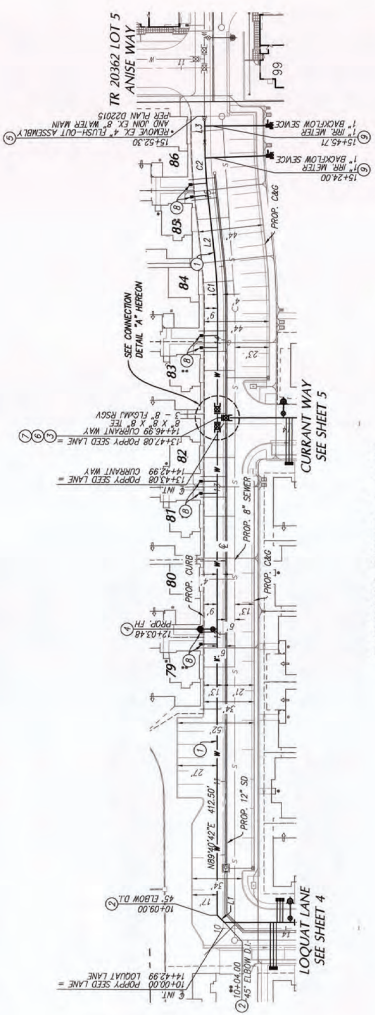
NO.	BEARING	LENGTH	RADIUS	LENGTH	TANGENT
L1	N44°02'42"E	7.02'			
L2	N87°29'59"E	48.45'			
L3	N89°19'29"E	19.32'			

**CURVE TABLE**

NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	67°40'3"	288.00'	82.31'	16.12'
C2	53°23'0"	300.00'	30.73'	15.41'



**CONNECTION DETAIL "A"**  
 STA. 13+47.08 TO 13+51.50



**POPPY SEED LANE**



CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES AND STANDARDS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION PROVIDED TO HIM BY THE ENGINEER AND ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.



Underground Services Alert  
 Call TOLL FREE  
 1-800-257-8000

DESIGNED BY: AMR H. FALLAH  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

DATE: 12/21/2023  
 SHEET NO.: 2 OF 5  
 PROJECT: WEST VALLEY WATER DISTRICT  
 TRACT 20362 LOT 4

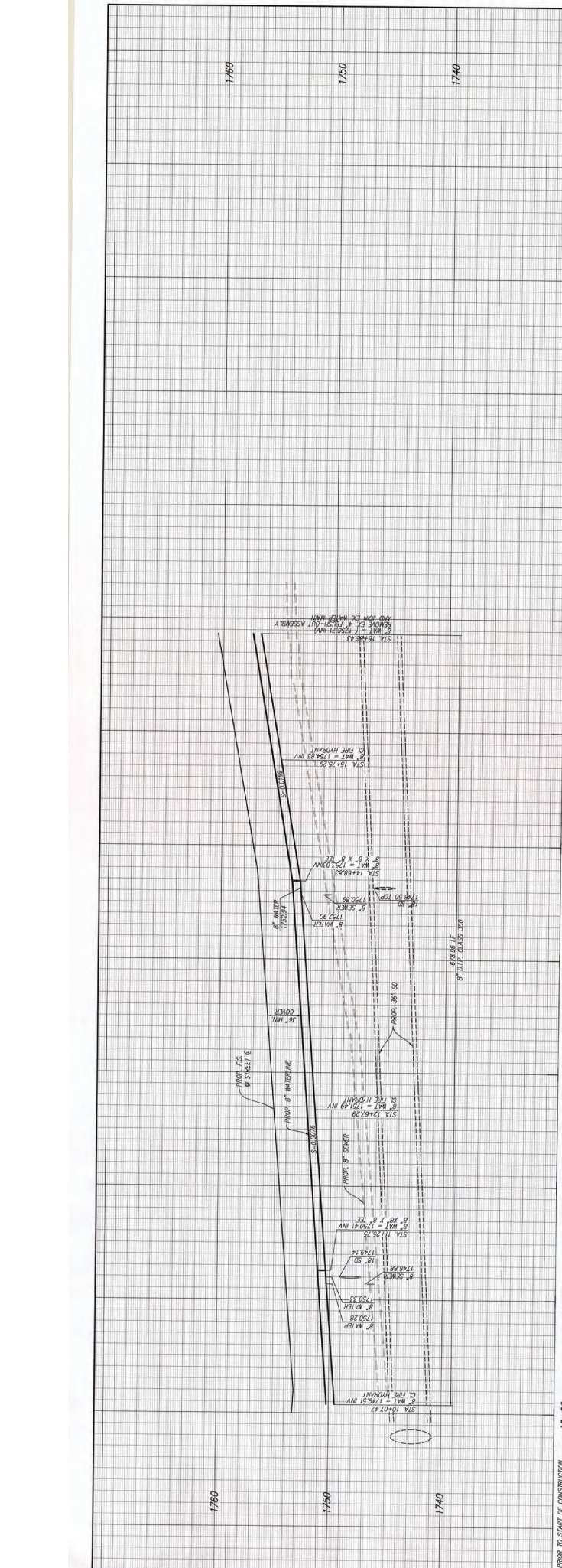
PROJECT: WEST VALLEY WATER DISTRICT  
 TRACT 20362 LOT 4  
 SHEET: 2 OF 5

**WEST VALLEY WATER DISTRICT**  
 WATERLINE IMPROVEMENT PLANS FOR  
 THE CARDENS AT THE ARBOR  
 TRACT 20362 LOT 4

**KA**  
 KAPLAN ENGINEERING & ARCHITECTURE  
 242 ST. 100  
 SUITE 100  
 BIRMINGHAM, AL 35203  
 TEL: (205) 988-1100  
 FAX: (205) 988-1101  
 WWW.KAPLANENGINEERING.COM

Pressure Zone: 7A  
 Allow Sheet: E36  
 Project: D23012

**6.11.a**

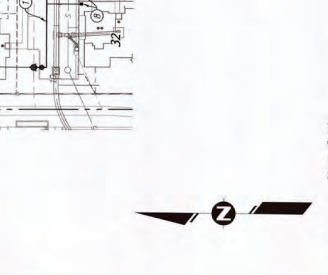
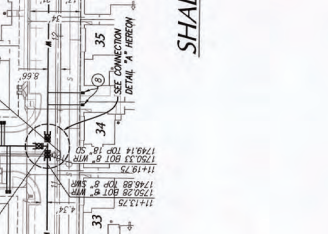
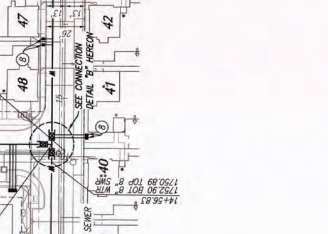
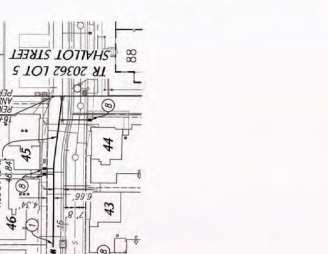
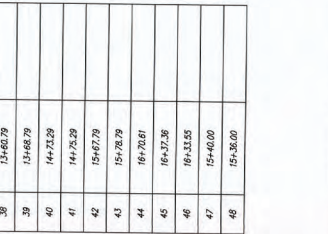
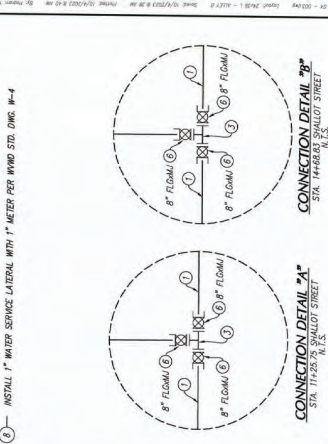


PROVIDE TO START OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING WATER SERVICE LINES AND CONNECTIONS AND SHALL NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.

- WATER CONSTRUCTION NOTES**
- FURNISH AND CONSTRUCT 8" D.I.P. CLASS 350 AND IN-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
  - FURNISH AND INSTALL 8" FLANGED TEE D.I.
  - FURNISH AND INSTALL 8" FIRE HYDRANT ASSEMBLY PER WIND STD. DETAIL W-2 WITH CONCRETE THRUST BLOCK. CLOW F-250 W/ BREAK OFF CHECK VALVE CONNECT TO DUST WATER
  - FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DET. NO. W-11
  - TRENCH, EXCAVATE, AND BACKFILL PER WIND DET. NO. W-1
  - INSTALL 1" WATER SERVICE LATERAL WITH 1" WEEPER PER WIND STD. DET. W-4

**WATER SERVICE TABLE**

UNIT	DESIGN STA	"G-BUILD" STA
32	10+50.41	
33	10+57.41	
34	11+53.79	
35	11+61.79	
36	12+57.29	
37	12+65.29	
38	13+60.79	
39	13+68.79	
40	14+73.29	
41	14+79.29	
42	15+67.79	
43	15+78.79	
44	16+70.01	
45	16+77.36	
46	16+83.85	
47	15+40.00	
48	15+58.00	



**WEST VALLEY WATER DISTRICT**  
 WATERLINE IMPROVEMENT PLANS FOR  
 THE GARDENS AT THE ARCADE  
 TRACT 20362 LOT 1

PROJECT: 023012  
 SHEET: 3 OF 5  
 DATE: 02/20/12

CONTRACTOR: KA AND PLANNING  
 307 N. SHALLOT STREET  
 SUITE 100, DENVER, CO 80202  
 TEL: (303) 733-2800  
 FAX: (303) 733-2800

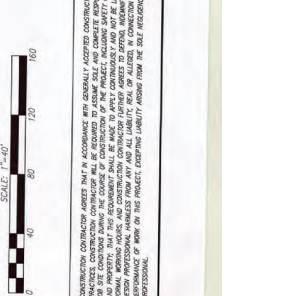
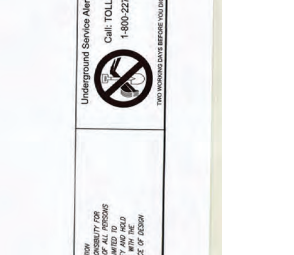
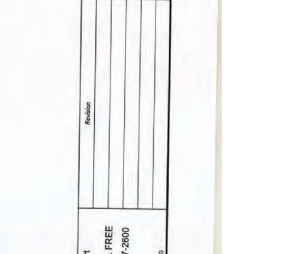
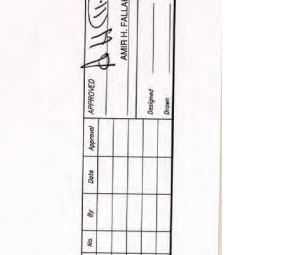
DESIGNER: AMERIL H. FALLAH  
 CHECKER: JAS. SPORN  
 SCALE: 1"=40'

**WATER CONSTRUCTION NOTES**

- FURNISH AND CONSTRUCT 8" D.I.P. CLASS 350 AND IN-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
- FURNISH AND INSTALL 8" FLANGED TEE D.I.
- FURNISH AND INSTALL 8" FIRE HYDRANT ASSEMBLY PER WIND STD. DETAIL W-2 WITH CONCRETE THRUST BLOCK. CLOW F-250 W/ BREAK OFF CHECK VALVE CONNECT TO DUST WATER
- FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DET. NO. W-11
- TRENCH, EXCAVATE, AND BACKFILL PER WIND DET. NO. W-1
- INSTALL 1" WATER SERVICE LATERAL WITH 1" WEEPER PER WIND STD. DET. W-4

**WATER SERVICE TABLE**

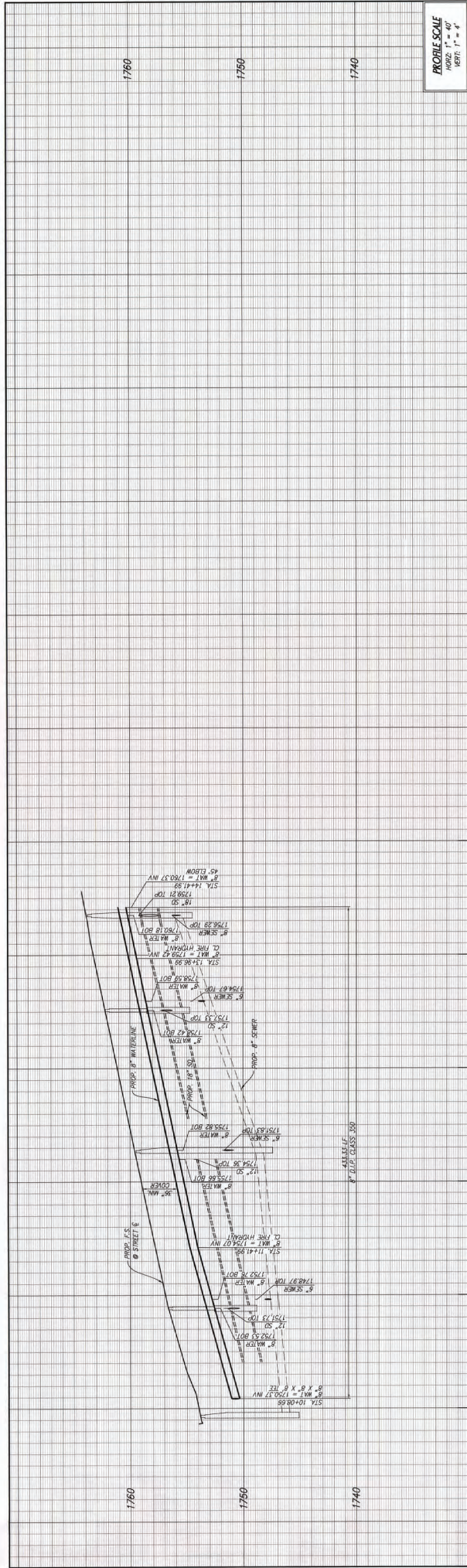
UNIT	DESIGN STA	"G-BUILD" STA
32	10+50.41	
33	10+57.41	
34	11+53.79	
35	11+61.79	
36	12+57.29	
37	12+65.29	
38	13+60.79	
39	13+68.79	
40	14+73.29	
41	14+79.29	
42	15+67.79	
43	15+78.79	
44	16+70.01	
45	16+77.36	
46	16+83.85	
47	15+40.00	
48	15+58.00	



CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ACCESS TO ALL UTILITIES.

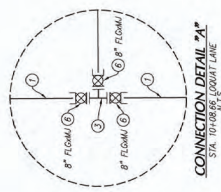
6.11.a





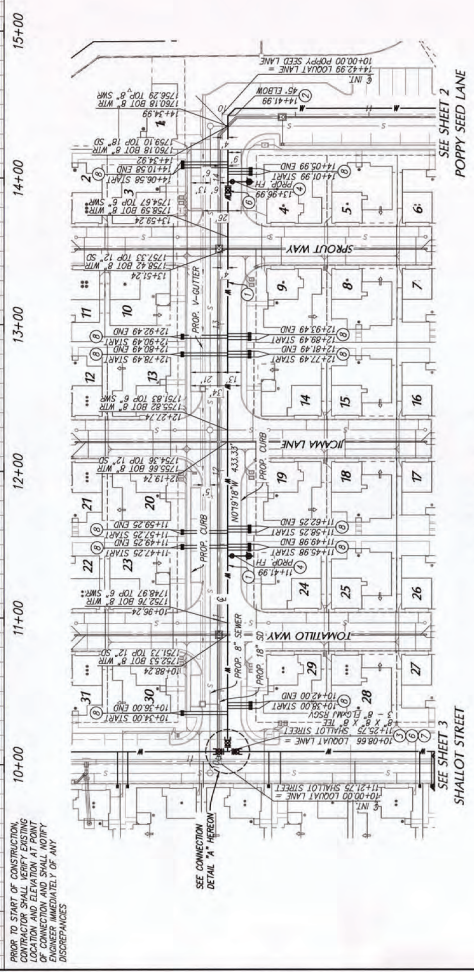
**PROFILES**  
 HORIZ. 1" = 40'  
 VERT. 1" = 4'

- WATER CONSTRUCTION NOTES**
1. FURNISH AND CONSTRUCT 8" D.I.P. CLASS 350 AND W-30 WITH FULLY RESTRAINED JOINTS IN TRENCH PER WIND STD. DETAIL W-1
  2. FURNISH AND INSTALL 8" 45° ELBOW D.I.
  3. FURNISH AND INSTALL 8" FIRE STOPPING ASSEMBLY PER WIND STD. DETAIL W-2 WITH CONCRETE THRUST BLOCK. CLOW F-800 W/ BREAK OFF CHECK VALVE
  4. FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-1
  5. FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-1
  6. FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-1
  7. FURNISH AND INSTALL 8" GATE VALVE PER WIND STD. DETAIL W-1
  8. INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WIND STD. DETAIL W-4



UNIT	DESIGN STA	AS-BUILT STA
16	12+61.49	
17	11+62.25	
18	11+62.25	
19	11+68.25	
20	11+68.25	
21	11+67.25	
22	11+47.25	
23	11+48.25	
24	11+45.00	
25	11+47.88	
26	11+48.88	
27	10+38.00	
28	10+40.00	
29	10+42.00	
30	10+38.00	
31	10+34.00	

UNIT	DESIGN STA	AS-BUILT STA
1	14+10.88	
2	14+08.38	
3	14+06.38	
4	14+01.89	
5	14+03.89	
6	14+02.89	
7	12+81.49	
8	12+81.49	
9	12+88.49	
10	12+82.49	
11	12+86.49	
12	12+78.49	
13	12+86.49	
14	12+77.49	
15	12+78.49	



**LOQUAT LANE**



CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND ELEVATION AT POINTS OF CONSTRUCTION. CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND REPORT TO THE ENGINEER IMMEDIATELY IN THE EVENT OF ANY DISCREPANCIES.

Underground Service Alert  
 Call TOLL FREE  
 1-800-227-2880

APPROVED  
 AMIR H. FALLAH  
 Designer

DESIGNER  
 AMIR H. FALLAH  
 AS SHOWN

PROJECT  
 023012

WEST VALLEY WATER DISTRICT  
 WATERLINE IMPROVEMENT PLANS FOR  
 THE GARDENS AT THE ARBORETUM  
 TRACT 2086 LOT 4

6.11.a



# Exhibit C

(to be provided at later date)

# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20362 – Lot 4, (Date February 26, 2024)**. This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**Richmond American Homes of Maryland, Inc  
5171 California Ave, Suite 120  
Irvine, CA 92617**

as the "Principal", an agreement for the work described as follows:

**Tract 20362 – Lot 4 - Water System Installation in Accordance with Approved Water Improvement Plans for Tract 20362 – Lot 4, (Date February 26, 2024).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**) no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

Richmond American Homes of Maryland, Inc  
a Maryland Corporation

By: \_\_\_\_\_  
Name: Van G. Martin, Vice President  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Rocky Welborn, Director of Engineering  
**SUBJECT:** CONSIDER A WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT WITH RICHMOND AMERICAN HOMES OF MARYLAND, INC FOR TRACT 20362 LOT 3

---

**MEETING HISTORY:**

06/18/24      Engineering, Operations and Planning Committee      REFERRED TO BOARD

**BACKGROUND:**

Richmond American Homes of Maryland, Inc. (“Developer”) is the owner of land located north of Garden Street, west of Casava Drive, east of Cypress Avenue, and south of Duncan Canyon Road, in the City of Fontana, known as the Gardens at the Arboretum. This Specific Plan Area has been subdivided into multiple tracts and lots to be developed into single family residential homes. Tract 20362 Lot 3, (“Development”), is part of this master planned community and contains (88) residential lots for development. As part of this project, the Developer is required to construct new water mains and related facilities within the tract to allow for new domestic, irrigation and fire connections.

**DISCUSSION:**

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

**FISCAL IMPACT:**

No fiscal impact to the District.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with Richmond American Homes of Maryland, Inc



2. Authorize the General Manager to execute all necessary documents related to the agreement.

**ATTACHMENT(S):**

1. Exhibit A - WICA

# Exhibit A

## WATER SYSTEM INFRASTRUCTURE INSTALLATION AND CONVEYANCE AGREEMENT

This water system infrastructure installation and conveyance agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ by and between **Richmond American Homes of Maryland, Inc** (“Developer”), and WEST VALLEY WATER DISTRICT (“District”) who agree as follows:

The Developer is the owner of certain land described as **Tract 20362 – Lot 3** and as more fully (or further) shown on Exhibit "A". In developing this land, the Developer is desirous of obtaining a public water supply adequate for domestic uses and public fire protection purposes and is desirous of integrating that water system into the District’s public water system.

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

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

### 1. DESIGN

1.1. Developer shall design and construct, at the Developer's sole expense, the water facilities and appurtenances required to serve the development in accordance with final District-approved plans known as **Water Improvement Plans for Tract 20362 – Lot 3**, as approved and attached herein as Exhibit "B" and in accordance with District-approved design standards and specifications, and the terms and conditions of this Agreement.

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

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

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

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

## **2. CONSTRUCTION**

2.1. Developer shall perform, or caused to be performed, all construction of the water system infrastructure installation pursuant to the approved water system plans, legal requirements, and other applicable requirements.

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

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

2.4. The Developer and its contractor and subcontractors shall attend a pre-construction meeting with the District no less than two (2) working days prior to commencement of construction.

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

## **3. LICENSES AND PERMITS**

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

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

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

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

3.5 Developer shall, at Developer's sole expense, be responsible for obtaining and adhering to the California Environmental Quality Act.

#### 4. INSURANCE REQUIREMENTS

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

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

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

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

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

d. Excess Liability: Developer shall ensure that its contractor and all subcontractors shall provide a policy providing excess coverage in a face amount necessary when combined with the primary insurance, to equal the minimum requirements for General Liability Insurance and Automotive/Vehicle Liability Insurance.

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

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

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

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

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

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

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

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

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

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

## 5. BONDING REQUIREMENTS

5.1. Developer shall obtain a cost proposal for the approved water improvement plans from a pre-approved Contractor attached herein as Exhibit "C". The cost proposal will be submitted to the District for review and approval, and shall be used as the basis for bonding requirements for the water system described in the plans provided to the District by the Developer and approved for construction by the District.

5.2. Performance Bond: The cost proposal for the water system improvements for **Water Improvement Plans for Tract 20362 – Lot 3**, is (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with a performance bond, from a surety institution licensed by the State of California and authorized to do and doing business in said State, valid and renewable until such improvements are accepted by the District. The performance bond attached herein at Exhibit "D", shall be in the amount of (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**) equal to 100 percent of the cost proposal.

5.3. Warranty Bond: The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the approved water improvement plans attached herein as Exhibit "B". Before District's acceptance of the completed water facilities and appurtenances, such facilities and appurtenances shall be free from any and all liens and encumbrances and free from any and all defects in the materials or construction thereof. The two-year warranty shall be a warranty bond beginning on the date of acceptance of the water facilities by the District and shall be in the amount of (**Developer to Provide Bond Amount at Later Date**) no/100 dollars (**Developer to Provide Bond Amount at Later Date**) equal to 100 percent of the Contractor's cost proposal.

## 6. MATERIALS

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

## 7. NOTICES

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

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

WEST VALLEY WATER DISTRICT  
Attn: General Manager  
Post Office Box 920  
Rialto, CA 92377  
*RE: Water Improvement Plans for Tract 20362 – Lot 3*

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

Richmond American Homes of Maryland, Inc  
ATTN TO: Van G. Martin  
5171 California Ave, Suite 120  
Irvine, Ca 92517  
*RE: Water Improvement Plans for Tract 20362 – Lot 3*

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

SURETY NAME:  
ATTN TO:  
ADDRESS  
*RE: Water Improvement Plans for Tract 20362 – Lot 3*

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

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

7.7. The District is closed on the holidays listed in Exhibit “E”.

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

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

**9. INSPECTION**

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



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

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

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

9.5. The District's inspectors shall have full, unlimited access to perform continuous inspection and have the authority to stop work at any time, by written notice or verbal notice followed by written notice within three (3) working days, without any liability whatsoever to the District, if, in the inspectors' judgment, the work called for by this Agreement, or the District approved plans, or the specifications is not being installed or performed in a satisfactory and workmanlike manner according to District's standards and specifications and/or in the event the materials do not comply with the District's standards and specifications.

9.6. The Developer shall be responsible for insuring the pre-approved contractor performs work with District inspection. If work is done without District inspection, the Contractor shall be responsible for exposing any portion of work as directed by the District at their sole expense. The District will not provide permanent water services until all required inspections are completed and any requirements set forth by the District have been satisfied.

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

## **10. TESTING AND DISINFECTION**

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

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

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

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

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

## **13. INDEMNIFICATION**

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

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

b. That the aforesaid hold harmless agreement by Developer shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by

reason of any or the aforesaid operations referred to in this subsection, regardless of whether or not District has prepared, supplied water system installation, or regardless of whether or not such insurance policies shall have been determined to be applicable to any such damages or claims for damages.

This provision is not intended to create any cause of action in favor of any third party against Developer or the District or to enlarge in any way Developer's liability but is intended solely to provide for indemnification of the District from liability for damage or injuries to third persons or property arising from Developer's performance hereunder.

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

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

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

## **15. COSTS AND FEES**

15.1. Developer shall be responsible for all fees and deposits as required by the District. All fees and deposits shall be paid in full before construction can take place as outlined in the billing letter (provided separately).

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

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

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

16.2. The Developer shall be responsible for insuring the pre-approved contractor furnish a warranty bond (One Hundred (100%) of Contractor's cost proposal) for a period of two (2) years as stated in Sections 5.3 of this Agreement, as-built drawings with contractor redlines and AutoCAD files, materials list with quantities, water system cost breakouts, compaction test report signed and sealed by a California Registered Engineer, notice of completion filed with County

Recorder's office, fire flow tests of all hydrants, all required easements for water facilities and unconditional financial release from subcontractors and material providers. Upon compliance with all the terms and conditions of this Agreement, the District shall prepare the Bill of Sale accepting the water facilities and forward same to the address provided herein. Title to the ownership of said facilities and appurtenances shall thereby be conveyed to the District. The District shall thereafter operate and maintain said facilities so as to furnish water service to the development (Exhibit "A") in accordance with the District's ordinances, policies and Rules and Regulations.

## **17. PERMANENT WATER SERVICE**

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

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

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

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

[CONTINUED ON NEXT PAGE]

**19. SUCCESSORS BOUND**

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

**20. ENFORCEMENT OF PROVISIONS**

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

**WEST VALLEY WATER DISTRICT**

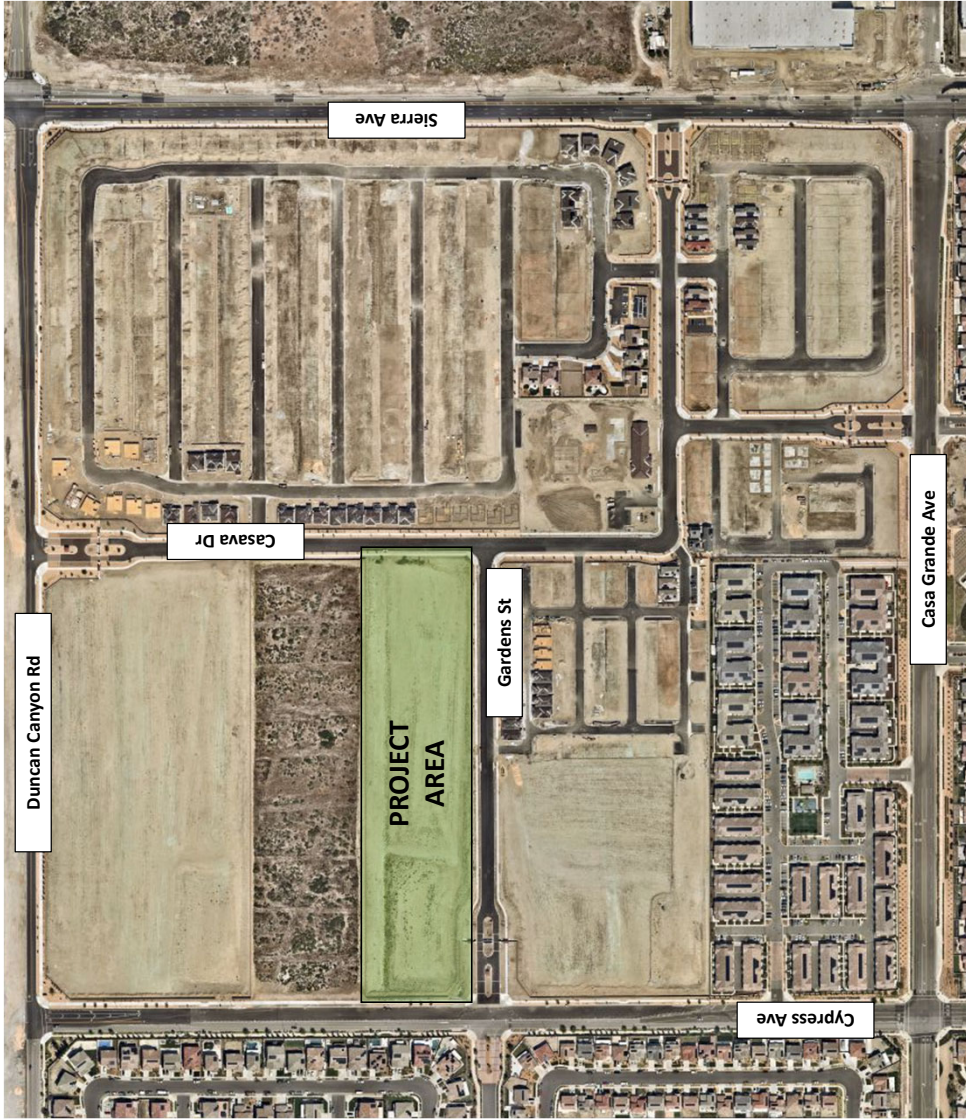
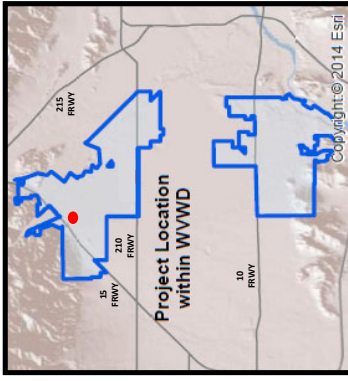
By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Thiel, General Manager

**DEVELOPER:**

**Richmond American Homes of Maryland, Inc  
a Maryland Corporation**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Van G. Martin, Vice President  
Authorized Agent

# Exhibit A



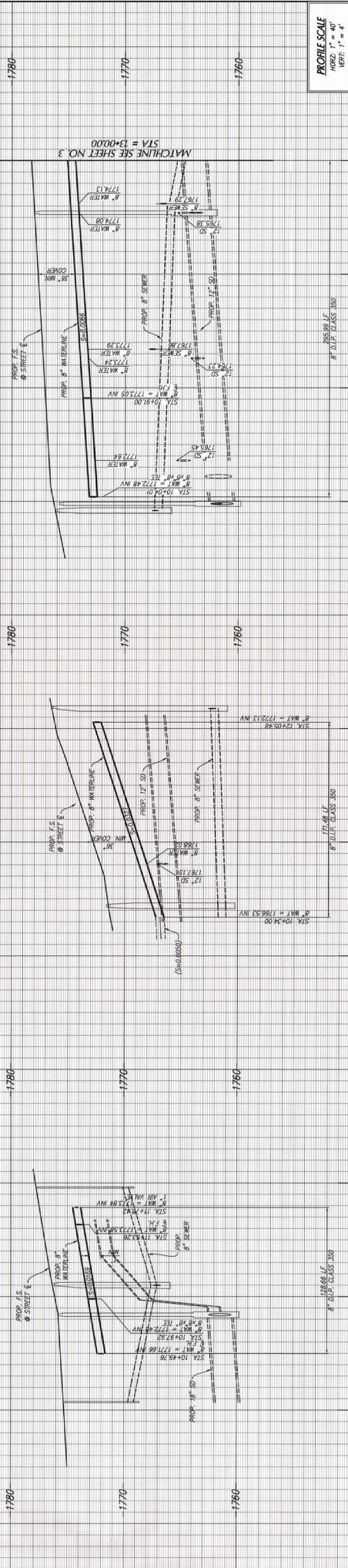
**Exhibit A**  
**Tract 20362 – Lot 3**



# Exhibit B

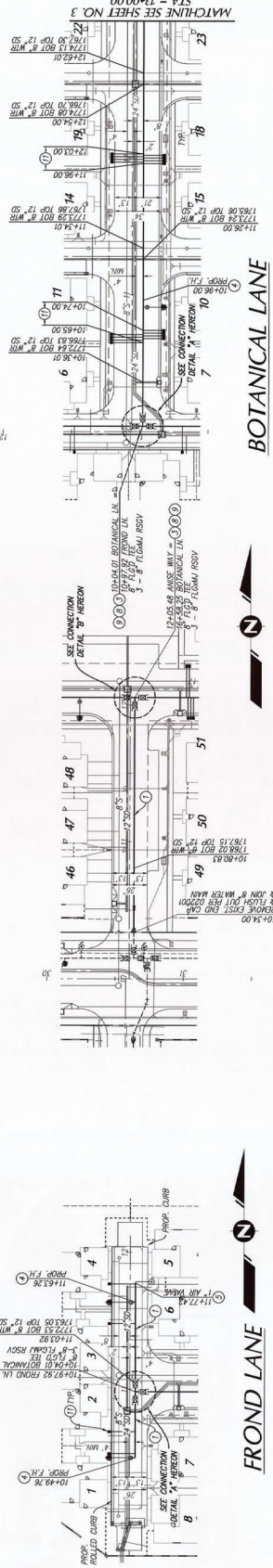






PROPOSED SCALE  
 1" = 40'  
 HOR. 1" = 4'

PROVIDE TO CONTRACTOR  
 CONTRACTOR SHALL VERIFY EXISTING  
 LOCATION AND DEPTH OF ALL  
 UTILITIES PRIOR TO ANY  
 CONSTRUCTION. CONTRACTOR SHALL  
 BE RESPONSIBLE FOR ANY  
 DISCREPANCIES.



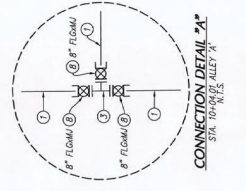
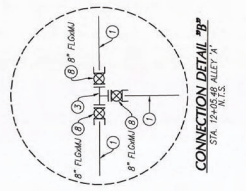
CONSTRUCTION NOTES  
 1. FURNISH AND INSTALL 8" FLOWAM TEE  
 2. FURNISH AND INSTALL 8" FLOWAM TEE  
 3. FURNISH AND INSTALL 8" FLOWAM TEE  
 4. FURNISH AND INSTALL 8" FLOWAM TEE  
 5. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 6. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 7. CONNECT TO EXIST. WATER  
 8. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 9. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 10. TRACK, EXCAVATE AND BACKFILL PER WWD DETAIL W-1  
 11. INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WWD STD. DETAIL W-4

CONSTRUCTION NOTES  
 1. FURNISH AND INSTALL 8" FLOWAM TEE  
 2. FURNISH AND INSTALL 8" FLOWAM TEE  
 3. FURNISH AND INSTALL 8" FLOWAM TEE  
 4. FURNISH AND INSTALL 8" FLOWAM TEE  
 5. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 6. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 7. CONNECT TO EXIST. WATER  
 8. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 9. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 10. TRACK, EXCAVATE AND BACKFILL PER WWD DETAIL W-1  
 11. INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WWD STD. DETAIL W-4

CONSTRUCTION NOTES  
 1. FURNISH AND INSTALL 8" FLOWAM TEE  
 2. FURNISH AND INSTALL 8" FLOWAM TEE  
 3. FURNISH AND INSTALL 8" FLOWAM TEE  
 4. FURNISH AND INSTALL 8" FLOWAM TEE  
 5. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 6. FURNISH AND INSTALL 1" AIR VALVE PER WWD STD. DETAIL W-6A  
 7. CONNECT TO EXIST. WATER  
 8. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 9. FURNISH AND INSTALL 8" GATE VALVE PER WWD STD. DETAIL W-4  
 10. TRACK, EXCAVATE AND BACKFILL PER WWD DETAIL W-1  
 11. INSTALL 1" WATER SERVICE LATERAL WITH 1" METER PER WWD STD. DETAIL W-4

UNIT	DESIGN STA	"AS-BUILT" STA
1	10+52.76	10+52.76
2	10+68.00	10+68.00
3	11+47.76	11+47.76
4	11+76.76	11+76.76
5	10+65.00	10+65.00
6	10+67.00	10+67.00
7	10+68.00	10+68.00
8	10+70.00	10+70.00
9	10+70.00	10+70.00
10	10+74.00	10+74.00

UNIT	DESIGN STA	"AS-BUILT" STA
11	10+71.00	10+71.00
12	10+66.00	10+66.00
13	11+96.00	11+96.00
14	11+97.00	11+97.00
15	11+96.00	11+96.00
16	11+96.00	11+96.00
17	11+96.00	11+96.00
18	12+02.00	12+02.00
19	12+02.00	12+02.00
20	12+02.00	12+02.00



**WEST VALLEY WATER DISTRICT**  
 WATERLINE IMPROVEMENT PLANS FOR  
 THE GARDENS AT THE ARBORETUM  
 TRACT 20362 LOT 3

Project: DC3011  
 Alter Sheet: E36  
 Project: DC3011

Prepared by: AMBIL LALLAH  
 Checked: [Signature]  
 Date: 12/31/2023

Scale: AS SHOWN

Revised: [Signature]

Underground Service Alert  
 CALL TOLL FREE  
 1-800-227-2600

CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WEST VALLEY WATER DISTRICT AND THE CITY OF DENVER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WEST VALLEY WATER DISTRICT AND THE CITY OF DENVER. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE WEST VALLEY WATER DISTRICT AND THE CITY OF DENVER.

SHEET  
 2 OF 3  
 SHEETS

**6.12.a**



# Exhibit C

(to be provided at later date)

# Exhibit D

BOND NO. \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND**

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with **Water Improvement Plans for Tract 20362 – Lot 3, (Date February 29, 2024)**. This premium charged on this bond is \$ \_\_\_\_\_ being at the rate of \$ \_\_\_\_\_ per thousand of the contract price.

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the WEST VALLEY WATER DISTRICT has awarded to:

**Richmond American Homes of Maryland, Inc  
5171 California Ave, Suite 120  
Irvine, CA 92617**

as the "Principal", an agreement for the work described as follows:

**Tract 20362 – Lot 3 - Water System Installation in Accordance with Approved  
Water Improvement Plans for Tract 20362 – Lot 3, (Date February 29, 2024).**

WHEREAS, the said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of labor and materials of said contract:

NOW, THEREFORE, WE the undersigned Developer, as Principal, and \_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety) duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the WEST VALLEY WATER DISTRICT in the sum (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**) no/100 dollars (**TBD – DEVELOPER TO PROVIDE AT LATER DATE**), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things

stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the WEST VALLEY WATER DISTRICT, its officers, agents, and as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect. In case suit is brought on this bond, Surety further agrees to pay all court costs and reasonable attorney's fees as shall be fixed by the court.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

Richmond American Homes of Maryland, Inc  
a Maryland Corporation

By: \_\_\_\_\_  
Name: Van G. Martin, Vice President  
Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

---

(NOTARIZATION AND SEAL)





**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** HOLIDAY CLOSURE 2024/25

---

**BACKGROUND:**

For the past six years, the Board has authorized the closure of the District from Christmas Eve through New Year's Day. This results in the District being closed for additional business days so all staff can have time off on those days without being required to report to work. This Business Item is being presented to the Board to discuss and determine a potential holiday closure for this coming December.

**DISCUSSION:**

Past closures were initially put in place to recognize the dedicated service provided by District employees during a challenging period which included a lack of COLA adjustments. Over the past six years, we have observed positive outcomes due to the holiday closure. Employees appreciate the clear time off to recharge, spend quality moments with their families, and return to work with renewed energy. The closure contributes to employee well-being by reducing stress and allowing them to fully participate in holiday festivities.

With the holiday closure, all employees will have the same time off during the closure. Because, while vacation time can be used by some to supplement holidays during this time, it cannot be used by all employees. If the District remains open, many employees will need to report to work to maintain functionality.

In the event of a holiday closure, the District implements standard operating procedures that are commonly used for night, weekend, and holiday operations to maintain all essential water services. Any emergency that could arise will be handled following existing callback protocol. While our customer service office would not be open to customers during this time, customers can always reach our on-call staff who can then contact other staff as necessary to attend to any situation that arises.

A holiday closure this season will result in three additional days of closure (December 26, 27, and 30) between existing holidays on December 25<sup>th</sup> and January 1<sup>st</sup> that would otherwise be business days. Staff would be paid as normal for these days. Staff would return to normal work schedules on Thursday, January 2, 2025. The holiday closure results in three days paid time off.

Staff surveyed twelve (12) local area Special Districts to compare how other agencies handle the

holidays. The survey showed that four of twelve agencies follow a similar practice of closing during the holiday season. In addition, the City of Rialto also has a holiday closure.

**FISCAL IMPACT:**

The FY 24-25 Budget includes salary and benefits for all staff for the entire fiscal year, therefore; the District will not incur any additional cost for the holiday closure, other than minor standby time paid at the regular standby rate, and for emergency callbacks that could arise during those three days.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors provide direction and, if approved, authorize the General Manager to execute all necessary documents.



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Haydee Sainz, Human Resources and Risk Manager  
**SUBJECT:** APPROVAL OF AN EXCEPTION TO THE 180-DAY CALIFORNIA EMPLOYEES' RETIREMENT SYSTEM (CALPERS) WAIT PERIOD FOR A RETIRED ANNUITANT UNDER GOVERNMENT CODE SECTIONS 7522.56 AND 21221(H) AND AUTHORIZATION TO EXECUTE AN EMPLOYMENT AGREEMENT WITH WILLIAM FOX TO FILL A CRITICAL NEED IN THE FINANCE DEPARTMENT

---

**BACKGROUND:**

The Public Employees' Pension Reform Act (PEPRA), which took effect in January 2013, made substantial changes to retirement law in California including California Government Code section 7522.56 and 21221(h) which requires a 180-day break in service before a retired annuitant can return to work as extra help. The law allows for an exception to the 180-day rule for a critical need or for work that requires specialized skills. The appointments are of a limited duration. West Valley Water District's Finance Department has a need for extra help due to the upcoming retirement of the Chief Financial Officer.

William Fox, Chief Financial Officer, has submitted notice of retirement to be effective August 2, 2024. William has been employed since November 2022. In his short tenure he has implemented industry standard financial processes, was instrumental in ensuring the District secured enhanced services in a number of areas that benefited the District. The announcement of his retirement, results in a loss to the District of operational knowledge. The District may provide an arrangement where Mr. Fox can continue to work for a limited duration, with a 960-hour limitation per fiscal year. This additional time will minimize disruption, allow for the appropriate transition of critical projects, such as revising the current fee schedule, pending rate change study, audits among other important pending projects as well as assist with the proper selection and transition of his replacement.

**DISCUSSION:**

Section 7522.56 and 21221(h) of the California Government Code states that a retiree can only be retired by an agency for a maximum of 960 hours per fiscal year. The law also states that if an agency wishes to reemploy such individual sooner than 180 days after retirement, the governing board must certify that the nature of the appointment is necessary to fill a critical need. Although it is likely that Mr. Fox will complete his temporary assignment within the next six to eight months, or sooner, there is some flexibility in making the agreement effective through the time it takes to fill the

vacancy with a permanent candidate. Under CalPERS restrictions, the agreement can be terminated earlier.

In order to be compliant with California Law and the 2013 Pension Reform Act, it is normally necessary for the Board of Directors to certify there is an urgent need to waive the 180-day waiting period as well as take an action affirming the execution of such employment arrangements. Additionally, compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties. The minimum monthly salary for the Chief Financial Officer starts at \$19,647.00 or \$113.35 hourly and the maximum monthly salary is \$20,630.00 or \$119.02 hourly, as approved by the District's Job Classification Salary Schedule. Furthermore, per CalPERS guidelines, the retiree must certify that he has not or will not receive a Golden Handshake or any other retirement-related incentive. The attached resolution and agreement satisfy those requirements.

**FISCAL IMPACT:**

Funding will be paid from the salary cost savings associated with the vacant Chief Financial Officer position. This will result in savings to the General Fund as this appointment will receive no benefits other than an hourly salary within the current range for the vacant position.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors:

1.

Approve and adopt Resolution No. 2024-05 approving an exemption to the 180-day CalPERS waiting period for a retired annuitant, in accordance with Government Code Sections 7522.56 and 21221(h).

2.

Authorize the General Manager to reinstate William Fox as a retired annuitant prior to the 180-day wait period and provide authorization to execute an Employment Agreement with William Fox at a rate of \$119.02 per hour through the time it takes to fill the vacancy with a permanent candidate to fill a critical need in the Finance Department.

# EXHIBIT A

Item #14 Exhibits A-D  
Uploaded on 7/16/24

**WEST VALLEY WATER DISTRICT**  
**EMPLOYMENT AGREEMENT for**  
**INTERIM CHIEF FINANCIAL OFFICER**

**1. PARTIES AND DATE.**

This Employment Agreement (“Agreement”) is made by and between the WEST VALLEY WATER DISTRICT (“District”) and WILLIAM FOX (“Retiree”), effective August 5, 2024, to provide in writing, the terms and conditions of employment as interim Chief Financial Officer. The District and Retiree are sometimes individually referred to herein as “Party” and collectively as “Parties.”

**2. RECITALS.**

**2.1 Chief Financial Officer.** Due to his experience and specialized skills, the District desires to employ the services of Retiree as interim Chief Financial Officer of the District, and Retiree desires to accept employment as interim Chief Financial Officer. It is the desire of the Parties through this Agreement to establish conditions of employment and to set working conditions for Retiree.

**2.2 Temporary Appointment.** Retiree’s employment is authorized by Government Code Sections 7522.56 and 21221(h), which permit the Board of Directors to appoint a California Public Employees’ Retirement System (“CalPERS”) retiree to a vacant position requiring specialized skills during recruitment for a regular appointment, and provide that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year, inclusive of all hours worked for other CalPERS employers, unless an exception applies.

**2.3 Retiree Representations.** Retiree represents that he is a retired annuitant of CalPERS within the meaning of Government Code Sections 7522.56 and 21221(h) (“Statutes”) and acknowledges that his compensation is statutorily limited as provided in Government Code Section 21221(h). Retiree represents that, as of the effective date of this Agreement, he has not worked for another CalPERS state or contracting agency as a retired annuitant during the 2024-2025 fiscal year, and that he therefore acknowledges that he can work up to a total of 960 hours for the District, a state agency or other CalPERS contracting agencies (collectively “CalPERS Agencies”) during the 2024-2025 fiscal year, unless an exception applies.

**2.4 180-Day Waiver.** Although Retiree’s retirement became effective on August 2, 2024, less than the 180 days from the effective date of this Agreement, the Board of Directors took action on July 18, 2024, pursuant to Government Code section 7522.56(f), to deem the appointment of Retiree within the 180-day period as critically necessary as reflected in Resolution No. 2024-05.

EXHIBIT A

### 3. TERMS.

3.1 **Duties.** In accordance with Resolution No. 2024-05, the Board of Directors has appointed Retiree as interim Chief Financial Officer pursuant to the terms set forth in this Agreement. Thus, the District shall employ Retiree as interim Chief Financial Officer to perform the duties and functions of the Chief Financial Officer position, as set forth in the job description attached hereto as Exhibit A. The General Manager shall have the authority to determine any additional duties and functions to be performed by Retiree under this Agreement and the means and manner by which Retiree shall perform those duties and functions. Retiree agrees to devote all of his business time, subject to the hourly limitation set forth under Section 21221(h), skill, attention, and best efforts to the discharge of the duties and functions assigned to him pursuant to this Agreement and by the General Manager.

3.2 **District Documents.** All data, studies, reports and other documents prepared by Retiree while performing his duties during the term of this Agreement shall be furnished to and become the property of the District, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information and other materials either created by or provided to Retiree in connection with the performance of this Agreement shall be held confidential by Retiree. Such materials shall not, without the prior written consent of the Board of Directors, be used by Retiree for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

### 3.3 Conditions of Employment.

3.3.1 *Part Time Authorized.* Retiree is expected to devote necessary time, within normal business hours, to the business of the District. However, in accordance with Government Code Section 21221(h), Retiree shall not work under this Agreement for more than a total of 960 hours in any fiscal year, unless an exception applies. It is understood by both parties that employment with other CalPERS employers shall count against the 960 hours per fiscal year limitation, unless an exception applies. In the event Retiree is providing services to any other CalPERS Agencies during the term of this Agreement, Retiree must notify the District of such employment and disclose on a periodic basis (at a frequency determined by the District) the number of hours Retiree is performing services for that other public agency. Notwithstanding the preceding, Retiree shall be responsible for ensuring that he does not work in excess of 960 hours in a fiscal year, taking into account hours worked for any CalPERS Agency during the same fiscal year, unless an exception applies. Retiree shall be allowed to establish a schedule that is less than full time in order to maximize the use of the 960 hours throughout an entire fiscal year; provided, however, that Retiree's schedule shall be acceptable to the General Manager and shall be established in advance.

Retiree's position shall be deemed a NON-EXEMPT position under California wage and hour law. The position is a temporary, hourly assignment which shall not exceed 40 hours per week. The District, through the General Manager, will assign Retiree hours to work. Due to the nature of the position, it is understood that the workday and work week hours may vary, **however Employee shall not work overtime.**

3.3.2 *No Conflicts.* During the term of this Agreement, Retiree shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Retiree's duties under this Agreement.

### 3.4 **Compensation; No Fringe Benefits.**

3.4.1 *Compensation.* For services rendered pursuant to this Agreement, Retiree shall be compensated at the hourly rate of \$119.02. The District has confirmed that this rate is not less than the minimum, nor in excess of the maximum, paid by the District to other employees performing comparable duties as listed on the District's publicly available pay schedule. This hourly rate is established pursuant to the requirements of Government Code Section 21221(h) and may only be modified if permitted thereby. The compensation shall be paid at the same time and in the same manner as wages are usually paid to District employees and shall be subject to all applicable taxes, and other required deductions. Such compensation shall be Retiree's sole compensation for his services under this Agreement. Notwithstanding the foregoing, the District shall pay for workers' compensation insurance for Retiree. Retiree shall not be entitled to any additional benefits provided by the District to its employees, including, but not limited to, paid vacation, paid holiday leave, paid sick leave, medical insurance, dental insurance, life insurance, deferred compensation, disability insurance, unemployment insurance, and vehicle allowance.

3.4.2 *Reimbursable Expenses.* The District shall reimburse Retiree for his direct, reasonable and necessary expenses incurred in the performance of his duties and in compliance with District policies. Reimbursements are not compensation and shall not be reported to CalPERS.

### 3.5 **Term; Termination.**

3.5.1 *Term.* The term of this Agreement shall be effective as of August 05, 2024, and shall be a single appointment ending on the date immediately preceding the date on which the regular appointee to the vacant position of Chief Financial Officer commences his or her employment or, if earlier, the date the Retiree has served 960 hours in a fiscal year, or that this appointment is terminated by the District or Retiree in accordance with Section 3.5.2.

3.5.2 *Termination.* This Agreement may be terminated with or without cause at any time upon thirty (30) days advance written notice given by Retiree to District or immediately upon notice by District to Retiree. The notice period required of Retiree may be waived by the Board of Directors. No compensation or severance payment of any kind shall be payable upon termination of this Agreement, other than any compensation due and owing under this Agreement through the last effective date of employment. The Parties understand and agree that the temporary employment relationship created by this Agreement is "at-will" and that the Retiree shall serve at the will and pleasure of the General Manager, and may be terminated at any time, without notice and with or without cause. Nothing in this Agreement, any statute, ordinance or rule shall prevent, limit or otherwise interfere with the right of the General Manager to terminate, without cause or right of appeal or grievance, the services of the Retiree at any time and without notice. Notice of termination may be delivered personally or by mail.



3.6 **Notices.** All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose, by deposit in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

DISTRICT: West Valley Water District  
855 W Baseline Road  
Rialto, CA 92376  
ATTN: General Manager

RETIREE: ADDRESS ON FILE

Alternatively, notices required pursuant to this Agreement may be personally served in the manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the United States Postal Service.

3.7 **Indemnification.** The District shall defend, hold harmless and indemnify Retiree against any tort, professional liability, claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Retiree's services as interim Chief Financial Officer, except that this provision shall not apply with respect to any intentional tort or crime committed by Retiree, or any actions outside the course and scope of his employment as interim Chief Financial Officer.

### 3.8 **General Provisions.**

3.8.1 *Integration.* This Agreement constitutes the sole and complete agreement between the parties. This Agreement supersedes any ordinance, rule, regulation, policy, or procedure of the District that is inconsistent with the Agreement. No amendments to this Agreement may be made except in writing and signed by the parties.

3.8.2 *Severability.* If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

3.8.3 *Bonding.* If applicable, the District shall bear the full cost of any fidelity or other bonds required of Retiree in the performance of his duties as interim Chief Financial Officer.

3.8.4 *Modification.* Any modification to this Agreement will be effective only if it is in writing and signed by both Parties.

3.8.5 *Effect of Waiver.* The failure of either Party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other Party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

3.8.6 *Assignment.* Neither this Agreement, nor any right, privilege or obligation of Retiree hereunder shall be assigned or transferred by his without the prior written consent of the General Manager. Any attempt at assignment or transfer in violation of this provision shall, at the option of the General Manager, be null and void and may be considered a material breach of this Agreement.

3.8.7 *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue shall be in the County of San Bernardino, California.

3.8.8 *No Presumption of Drafter.* The Parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the Parties, and this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this Agreement and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

3.8.9 *Assistance of Counsel.* Each Party to this Agreement warrants to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this Agreement or could have had such assistance and voluntarily declined to obtain such assistance.

3.8.10 *Retiree Certifications.* In accordance with Government Code Sections 7522.56(e)(1) and (g), Retiree certifies and represents to District that he has not received any unemployment insurance compensation arising out of prior employment during the 12-month period prior to the appointment described in this Agreement.

**IN WITNESS WHEREOF**, the West Valley Water District has caused this Agreement to be signed and executed on its behalf by its General Manager, and duly attested by the Board Secretary, and Retiree has signed and executed this Agreement, effective on the day and year first above written.

**WEST VALLEY WATER DISTRICT**

**RETIREE**

---

John Thiel  
General Manager

---

William Fox

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

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

**ATTEST:**

**APPROVED AS TO FORM** (optional):

\_\_\_\_\_  
Elvia Dominguez, Board Secretary

\_\_\_\_\_  
Jeff Ferre, General Counsel

**EXHIBIT A**  
WEST VALLEY WATER DISTRICT  
CHIEF FINANCIAL OFFICER  
JOB DESCRIPTION

# EXHIBIT B

**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2024**

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 21.61		N
STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 21.61		N
FIELD ASSISTANT (LIMITED TERM <1000 HOURS)	22	\$ 21.61		N
CUSTOMER SERVICE REP I	24	\$ 47,195	\$ 66,456	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 49,608	\$ 69,763	N
CUSTOMER SERVICE REP II	28	\$ 52,083	\$ 73,216	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 52,083	\$ 73,216	N
* PURCHASING / INVENTORY SPECIALIST I	Y		\$ 86,896	N
WATER SYSTEMS OPERATOR I	30	\$ 54,662	\$ 76,898	N
ACCOUNTING SPECIALIST II	32	\$ 57,387	\$ 80,746	N
CUSTOMER SERVICE REP III	32	\$ 57,387	\$ 80,746	N
ENGINEERING SPECIALIST II	32	\$ 57,387	\$ 80,746	N
FIELD OPERATIONS SPECIALIST II	32	\$ 57,387	\$ 80,746	N
FACILITIES MAINTENANCE TECHNICIAN	33	\$ 58,843	\$ 82,763	N
ACCOUNTING SPECIALIST III	34	\$ 60,237	\$ 84,802	N
CUSTOMER SERVICE LEAD	36	\$ 63,274	\$ 89,045	N
WATER SYSTEMS OPERATOR II	36	\$ 63,274	\$ 89,045	N
ENGINEERING TECHNICIAN II	38	\$ 66,456	\$ 93,475	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 69,763	\$ 98,114	N
WATER SYSTEMS OPERATOR III	40	\$ 69,763	\$ 98,114	N
ACCOUNTING SPECIALIST LEAD	42	\$ 73,216	\$ 103,064	N
PUBLIC OUTREACH & GOVERNMENT AFFAIRS REPRESENTATIVE I	42	\$ 73,216	\$ 103,064	N
ENGINEERING TECHNICIAN III	42	\$ 73,216	\$ 103,064	N
ASSISTANT ENGINEER	42	\$ 73,216	\$ 103,064	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 76,898	\$ 108,160	N
WATER QUALITY SPECIALIST	44	\$ 76,898	\$ 108,160	N
ACCOUNTANT	46	\$ 80,746	\$ 113,630	N
DEVELOPMENT COORDINATOR I	46	\$ 80,746	\$ 113,630	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 80,746	\$ 113,630	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 80,746	\$ 113,630	N
PUBLIC OUTREACH & GOVERNMENT AFFAIRS REPRESENTATIVE II	46	\$ 80,746	\$ 113,630	N
PURCHASING ANALYST	46	\$ 80,746	\$ 113,630	N
DEVELOPMENT COORDINATOR II	52	\$ 93,475	\$ 131,539	Y
GIS ADMINISTRATOR	54	\$ 98,114	\$ 138,112	N
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 98,114	\$ 138,112	N
HUMAN RESOURCES ANALYST	113	\$ 71,843	\$ 117,894	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 71,843	\$ 117,894	N
SENIOR PUBLIC OUTREACH & GOVERNMENT AFFAIRS REPRESENTATIVE	114	\$ 75,462	\$ 123,781	Y
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 75,462	\$ 123,781	N
CUSTOMER SERVICE SUPERVISOR	115	\$ 79,248	\$ 129,979	N
PURCHASING SUPERVISOR	115	\$ 79,248	\$ 129,979	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 79,248	\$ 129,979	Y

**WEST VALLEY WATER DISTRICT**  
**JOB CLASSIFICATIONS - EFFECTIVE 07/01/2024**

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
ASSOCIATE ENGINEER W/ P.E.	117	\$ 87,360	\$ 143,291	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 87,360	\$ 143,291	Y
BOARD SECRETARY	Board Sec	\$ 88,213	\$ 144,726	Y
PUBLIC OUTREACH & GOVERNMENT AFFAIRS MANAGER	123	\$ 113,651	\$ 186,472	Y
BUSINESS SYSTEMS MANAGER	124	\$ 119,330	\$ 195,749	Y
SENIOR ENGINEER	124	\$ 119,330	\$ 195,749	Y
FINANCE MANAGER	125	\$ 125,299	\$ 205,566	Y
HUMAN RESOURCES & RISK MANAGER	125	\$ 125,299	\$ 205,566	Y
DIRECTOR OF ENGINEERING	126	\$ 131,560	\$ 215,862	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 131,560	\$ 215,862	Y
DIRECTOR OF OPERATIONS	126	\$ 131,560	\$ 215,862	Y
CHIEF FINANCIAL OFFICER	CFO	\$ 235,768	\$ 247,562	Y
ASSISTANT GENERAL MANAGER	130	\$ 159,910	\$ 262,350	Y
GENERAL MANAGER	GM	\$ 279,739	\$ 304,491	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/15/2022			\$ 196.55	
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/15/2023			\$ 206.38	

\* =Y-Rate (base salary is set above the maximum for the range assigned, due to elimination of prior position effective 7/1/2020)

**WEST VALLEY WATER DISTRICT**  
**SALARY SCHEDULE - EFFECTIVE 07/01/2024**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 22	21.61	22.14	22.69	23.25	23.85	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42
	3,746	3,838	3,933	4,030	4,134	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273
	44,949	46,051	47,195	48,360	49,608	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274
Range 23	22.14	22.69	23.25	23.85	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19
	3,838	3,933	4,030	4,134	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406
	46,051	47,195	48,360	49,608	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875
Range 24	22.69	23.25	23.85	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95
	3,933	4,030	4,134	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538
	47,195	48,360	49,608	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456
Range 25	23.25	23.85	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75
	4,030	4,134	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677
	48,360	49,608	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120
Range 26	23.85	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54
	4,134	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813
	49,608	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763
Range 27	24.44	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37
	4,236	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957
	50,835	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490
Range 28	25.04	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20
	4,340	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101
	52,083	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216
Range 29	25.64	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09
	4,444	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255
	53,331	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067
Range 30	26.28	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97
	4,555	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408
	54,662	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898
Range 31	26.92	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90
	4,666	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569
	55,994	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832
Range 32	27.59	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82
	4,782	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729
	57,387	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746
Range 33	28.29	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79
	4,904	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897
	58,843	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763
Range 34	28.96	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77
	5,020	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067
	60,237	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802



**WEST VALLEY WATER DISTRICT**  
**SALARY SCHEDULE - EFFECTIVE 07/01/2024**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 35	29.69	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78
	5,146	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242
	61,755	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902
Range 36	30.42	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81
	5,273	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420
	63,274	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045
Range 37	31.19	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87
	5,406	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604
	64,875	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250
Range 38	31.95	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94
	5,538	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789
	66,456	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475
Range 39	32.75	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06
	5,677	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984
	68,120	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805
Range 40	33.54	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17
	5,813	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176
	69,763	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114
Range 41	34.37	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36
	5,957	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382
	71,490	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589
Range 42	35.20	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55
	6,101	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589
	73,216	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064
Range 43	36.09	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77
	6,255	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800
	75,067	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602
Range 44	36.97	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00
	6,408	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013
	76,898	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160
Range 45	37.90	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31
	6,569	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240
	78,832	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885
Range 46	38.82	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63
	6,729	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469
	80,746	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630
Range 47	39.79	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98
	6,897	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703
	82,763	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438

**WEST VALLEY WATER DISTRICT**  
**SALARY SCHEDULE - EFFECTIVE 07/01/2024**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 48	40.77	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34
	7,067	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939
	84,802	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267
Range 49	41.78	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77
	7,242	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187
	86,902	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242
Range 50	42.81	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77	60.23
	7,420	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187	10,440
	89,045	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242	125,278
Range 51	43.87	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77	60.23	61.72
	7,604	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187	10,440	10,698
	91,250	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242	125,278	128,378
Range 52	44.94	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77	60.23	61.72	63.24
	7,789	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187	10,440	10,698	10,961
	93,475	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242	125,278	128,378	131,539
Range 53	46.06	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77	60.23	61.72	63.24	64.82
	7,984	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187	10,440	10,698	10,961	11,235
	95,805	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242	125,278	128,378	131,539	134,826
Range 54	47.17	48.36	49.55	50.77	52.00	53.31	54.63	55.98	57.34	58.77	60.23	61.72	63.24	64.82	66.40
	8,176	8,382	8,589	8,800	9,013	9,240	9,469	9,703	9,939	10,187	10,440	10,698	10,961	11,235	11,509
	98,114	100,589	103,064	105,602	108,160	110,885	113,630	116,438	119,267	122,242	125,278	128,378	131,539	134,826	138,112
Range 113	34.54	35.80	37.08	38.43	39.79	41.23	42.72	44.24	45.83	47.50	49.21	50.98	52.80	54.70	56.68
	5,987	6,205	6,427	6,661	6,897	7,146	7,405	7,668	7,944	8,233	8,530	8,836	9,152	9,481	9,824
	71,843	74,464	77,126	79,934	82,763	85,758	88,858	92,019	95,326	98,800	102,357	106,038	109,824	113,776	117,894
Range 114	36.28	37.56	38.94	40.33	41.78	43.28	44.84	46.47	48.13	49.88	51.66	53.53	55.45	57.44	59.51
	6,288	6,510	6,749	6,990	7,242	7,502	7,772	8,055	8,342	8,646	8,954	9,278	9,611	9,956	10,315
	75,462	78,125	80,995	83,886	86,902	90,022	93,267	96,658	100,110	103,750	107,453	111,342	115,336	119,475	123,781
Range 115	38.10	39.45	40.88	42.35	43.87	45.46	47.09	48.79	50.53	52.35	54.25	56.20	58.22	60.31	62.49
	6,604	6,838	7,086	7,341	7,604	7,880	8,162	8,457	8,758	9,074	9,403	9,741	10,091	10,454	10,831
	79,248	82,056	85,030	88,088	91,250	94,557	97,947	101,483	105,102	108,888	112,840	116,896	121,098	125,445	129,979
Range 116	40.00	41.42	42.92	44.47	46.07	47.73	49.44	51.22	53.07	54.98	56.96	59.00	61.13	63.34	65.62
	6,933	7,179	7,439	7,708	7,985	8,273	8,569	8,878	9,199	9,530	9,873	10,226	10,596	10,979	11,374
	83,200	86,154	89,274	92,498	95,826	99,278	102,835	106,538	110,386	114,358	118,477	122,720	127,150	131,747	136,490
Range 117	42.00	43.51	45.08	46.70	48.37	50.11	51.93	53.79	55.73	57.73	59.81	61.95	64.19	66.50	68.89
	7,280	7,542	7,814	8,095	8,384	8,686	9,001	9,323	9,660	10,006	10,367	10,738	11,126	11,526	11,941
	87,360	90,501	93,766	97,136	100,610	104,229	108,014	111,883	115,918	120,078	124,405	128,856	133,515	138,320	143,291
Range 118	44.09	45.68	47.32	49.03	50.78	52.62	54.53	56.48	58.51	60.61	62.80	65.05	67.39	69.83	72.34
	7,642	7,918	8,202	8,498	8,802	9,121	9,452	9,790	10,142	10,506	10,885	11,275	11,681	12,104	12,539
	91,707	95,014	98,426	101,982	105,622	109,450	113,422	117,478	121,701	126,069	130,624	135,304	140,171	145,246	150,467
Range 119	44.11	45.69	47.34	49.05	50.82	52.63	54.53	56.50	58.53	60.64	62.84	65.09	67.43	69.85	72.36
	7,646	7,919	8,205	8,502	8,809	9,122	9,452	9,793	10,145	10,511	10,892	11,282	11,688	12,107	12,542
	91,749	95,035	98,467	102,024	105,706	109,470	113,422	117,520	121,742	126,131	130,707	135,387	140,254	145,288	150,509

**WEST VALLEY WATER DISTRICT**  
**SALARY SCHEDULE - EFFECTIVE 07/01/2024**

Hourly / Monthly / Annual	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
Range 120	47.21	48.90	50.66	52.47	54.36	56.32	58.35	60.44	62.63	64.89	67.23	69.64	72.14	74.74	77.44
	8,183	8,476	8,781	9,095	9,422	9,762	10,114	10,476	10,856	11,247	11,653	12,071	12,504	12,955	13,423
	98,197	101,712	105,373	109,138	113,069	117,146	121,368	125,715	130,270	134,971	139,838	144,851	150,051	155,459	161,075
Range 121	49.56	51.33	53.19	55.10	57.08	59.13	61.27	63.47	65.76	68.13	70.57	73.12	75.76	78.48	81.31
	8,590	8,897	9,219	9,550	9,894	10,249	10,620	11,001	11,398	11,809	12,232	12,674	13,131	13,603	14,093
	103,085	106,766	110,635	114,608	118,726	122,990	127,442	132,018	136,781	141,710	146,786	152,090	157,581	163,238	169,125
Range 122	52.02	53.90	55.84	57.86	59.94	62.11	64.32	66.63	69.05	71.53	74.10	76.77	79.53	82.40	85.36
	9,017	9,342	9,679	10,029	10,389	10,766	11,149	11,549	11,968	12,398	12,844	13,307	13,785	14,282	14,795
	108,202	112,112	116,147	120,349	124,675	129,189	133,786	138,590	143,624	148,782	154,128	159,682	165,422	171,392	177,549
Range 123	54.64	56.60	58.64	60.75	62.94	65.21	67.56	69.98	72.50	75.12	77.82	80.61	83.51	86.52	89.65
	9,471	9,810	10,164	10,530	10,909	11,303	11,710	12,130	12,566	13,021	13,489	13,972	14,475	14,997	15,539
	113,651	117,728	121,971	126,360	130,915	135,637	140,525	145,558	150,800	156,250	161,866	167,669	173,701	179,962	186,472
Range 124	57.37	59.44	61.56	63.78	66.08	68.46	70.93	73.48	76.12	78.85	81.71	84.65	87.70	90.84	94.11
	9,944	10,303	10,670	11,055	11,454	11,866	12,294	12,736	13,194	13,667	14,163	14,672	15,201	15,745	16,312
	119,330	123,635	128,045	132,662	137,446	142,397	147,534	152,838	158,330	164,008	169,957	176,072	182,416	188,947	195,749
Range 125	60.24	62.41	64.65	66.97	69.38	71.88	74.46	77.15	79.92	82.80	85.80	88.88	92.07	95.39	98.83
	10,441	10,818	11,206	11,608	12,026	12,459	12,906	13,372	13,853	14,352	14,872	15,406	15,958	16,534	17,130
	125,299	129,813	134,472	139,298	144,310	149,510	154,877	160,472	166,234	172,224	178,464	184,870	191,506	198,411	205,566
Range 126	63.25	65.53	67.89	70.32	72.85	75.48	78.21	81.02	83.93	86.95	90.08	93.32	96.68	100.16	103.78
	10,963	11,358	11,767	12,189	12,627	13,083	13,556	14,043	14,548	15,071	15,614	16,175	16,758	17,361	17,988
	131,560	136,302	141,211	146,266	151,528	156,998	162,677	168,522	174,574	180,856	187,366	194,106	201,094	208,333	215,862
Range 127	66.41	68.80	71.27	73.85	76.49	79.24	82.12	85.06	88.12	91.29	94.59	97.98	101.52	105.16	108.95
	11,511	11,925	12,353	12,800	13,258	13,735	14,234	14,743	15,274	15,823	16,395	16,983	17,596	18,227	18,884
	138,133	143,104	148,242	153,608	159,099	164,819	170,810	176,925	183,290	189,883	196,747	203,798	211,162	218,733	226,616
Range 128	69.72	72.24	74.84	77.53	80.32	83.21	86.21	89.32	92.53	95.87	99.31	102.88	106.60	110.44	114.40
	12,085	12,521	12,972	13,438	13,922	14,423	14,943	15,482	16,038	16,617	17,213	17,832	18,477	19,143	19,829
	145,018	150,259	155,667	161,262	167,066	173,077	179,317	185,786	192,462	199,410	206,565	213,990	221,728	229,715	237,952
Range 129	73.23	75.86	78.58	81.41	84.34	87.38	90.52	93.78	97.16	100.65	104.28	108.05	111.91	115.94	120.12
	12,693	13,149	13,620	14,111	14,619	15,146	15,690	16,255	16,841	17,446	18,075	18,728	19,397	20,096	20,820
	152,318	157,789	163,446	169,333	175,427	181,750	188,282	195,062	202,093	209,352	216,902	224,744	232,773	241,155	249,850
Range 130	76.88	79.63	82.51	85.48	88.56	91.74	95.06	98.47	102.01	105.70	109.49	113.43	117.52	121.74	126.13
	13,326	13,802	14,301	14,816	15,350	15,901	16,477	17,068	17,681	18,321	18,978	19,661	20,370	21,101	21,862
	159,910	165,630	171,621	177,798	184,205	190,819	197,725	204,818	212,181	219,856	227,739	235,934	244,442	253,219	262,350
Board Sec	42.41	43.93	45.52	47.16	48.87	50.61	52.43	54.33	56.28	58.31	60.42	62.59	64.84	67.16	69.58
	7,351	7,614	7,890	8,174	8,471	8,772	9,088	9,417	9,755	10,107	10,473	10,849	11,239	11,641	12,060
	88,213	91,374	94,682	98,093	101,650	105,269	109,054	113,006	117,062	121,285	125,674	130,187	134,867	139,693	144,726
CFO	113.35	119.02													
	19,647	20,630													
	235,768	247,562													
GM	134.49	146.39													
	23,311	25,374													
	279,739	304,491													

**Annual Safety Boot Reimbursement Amount: Up to \$250.00 and up to 2 times per year with Supervisor Approval**

# EXHIBIT C



## Chief Financial Officer

Department/Division:	Administration
Reports To:	General Manager
Provides Direction To:	Finance Manager, Customer Service Supervisor, Support Services Supervisor
FLSA Exemption Status:	Exempt
Effective Date:	

### GENERAL PURPOSE

Under direction from the General Manager, to plan, organize, and direct the financial, accounting, billing, and customer service functions of the District including information and communication systems for these functions; to invest and protect the District's assets and maintain effective internal budget controls; to provide highly responsible and complex administrative support to the General Manager; and to perform related duties as required.

### DISTINGUISHING CHARACTERISTICS

The Chief Financial Officer provides leadership and strategic vision to the District in the primary administrative support functions, including Accounting, Customer Service, Support Services and Finance. This role manages a team of managers and supervisors, and ensures operational, managerial, and administrative procedures, reporting structures and operational controls are established for the District's divisions, while also being aligned with the District's goals and strategies. This class is distinguished from the General Manager by the latter class's greater authority to manage, administer and supervise all organizational and operational affairs of the District under the direction of the Board of Directors.

### ESSENTIAL FUNCTIONS

*The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the class.*

- Plans and, organizes, coordinates and directs the financial, accounting, billing, customer service and public relations related administrative functions of the District in accordance with Board policies.
- Assists the General Manager with long range financial planning, protection of the District's assets, and maintenance of budget controls.
- Assists the General Manager with the analysis, preparation, presentation, justification and administration of the District's budget and financial statements.
- Oversees and directs, with the auditor, the preparation and issuance of the Agency's annual financial reports.
- Oversees and directs cash flow, bond issues, investment activities and assessments for community facility districts.
- Oversees the information systems and communication systems for areas of responsibility; identifies and coordinates technical advancements.

- Assists the General Manager in the area of public relations; issues press releases, customer newsletters and related communications.
- Attends and participates in District Board meetings, professional organizations, and community meetings; prepares and presents reports.
- Participates in employee selection; directs, trains, develops, evaluates, and disciplines subordinate staff up to and including termination, subject to District policies and practices.
- Serves as a District representative with other local, regional, and governmental agencies.
- Performs special analytical studies; initiates and participates in the analysis and preparation of water rate studies, rate structures and other revenue enhancement programs; and prepares reports and internal policies/procedures as directed by the General Manager and in accordance with Board direction.
- Performs special analytical studies; initiates and participates in the analysis and preparation of water rate studies, rate structures and other revenue enhancement programs; and prepares reports and internal policies/procedures as directed by the General Manager and in accordance with Board direction.
- Performs internal audits of District activities; recording of assets and adjusting entries and insures accurate posting to the general and subsidiary ledgers.
- Monitors legislation affecting areas of responsibility and implements necessary changes.
- Responds to and resolve sensitive and complex community and organizational inquiries and complaints.
- Assists in the negotiation of terms of agreements, contracts and other documents on behalf of the District.
- Identifies, maintains, and implements opportunities for cross-department coordination for effective operations; encourages continuing education and development of personnel.
- Develops and maintains a records retrieval system to complement financial and statistical reports.
- Assists the District's Grant Administrator related to the financial administration and monitoring of the District's Federal and State Grants.
- Acts as a liaison with District vendors, contractors, and debtors.
- Participates in District safety meetings.
- Maintain prompt and regular attendance.
- Performs other related duties, as assigned.

## **QUALIFICATIONS GUIDELINES**

### **Knowledge of:**

- Principles, practices, methods and procedures of budgeting, accounting, controls, auditing, debt administration and financial management in accordance with Generally Accepted Accounting Principles (GAAP).
- Principles of public administration, management, supervision, training and performance evaluation.
- Pertinent federal, state and local laws, codes, regulations and ordinances affecting District operations and financial activities.
- Application of information technology solutions in the maintenance of accounting records and financial administration.
- Principles of business letter writing and basic report preparation.
- Modern office procedures, methods and equipment including computers.
- Safe work practices.

### **Ability to:**

- Plan, organize, administer, evaluate and coordinate the District's accounting and financial activities.

- Develop and administer goals, objectives and procedures.
- Interpret, apply and explain District policies and procedures related to Finance, Accounting, Billing and Customer Service activities.
- Lead and coordinate District budget preparation and control.
- Oversee the preparation of financial reports and maintenance of ledgers and journals.
- Recommend and implement improvements to existing District activities.
- Prepare and present comprehensive and concise written and oral reports.
- Analyze problems, identify, recommend, and implement solutions.
- Exercise a high degree of managerial and administrative skills.
- Establish and maintain cooperative working relationships with others; deal tactfully and courteously with the public.
- Communicate clearly and concisely, both orally and in writing.
- Operate a vehicle observing legal and defensive driving practices.
- Operate standard office equipment, personal computers, Internet, and Microsoft Office software products.
- Observe proper safety precautions.

### **Minimum Qualifications**

*Any combination of education, training, and experience that would likely provide the knowledge, skills, and abilities to successfully perform in the position is qualifying. A typical combination includes:*

**Education:** Bachelor's degree from an accredited college or university in finance, accounting, business administration or a closely related field; designation as a Certified Public Accountant is required; A Master's Degree from an accredited college or university in finance, accounting, business administration or a closely related field is highly desirable.

**And**

**Experience:** Seven (7) years of progressively responsible professional experience in financial management, accounting, analysis and reporting for a governmental or special district agency of which at least two (2) years were at a lead, supervisory or managerial level.

### **Licenses, Certificates; Special Requirements:**

Must possess an appropriate valid Class "C" Driver's License issued by the California State Department of Motor Vehicles, and a good driving record.

### **PHYSICAL AND MENTAL DEMANDS**

*The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

While performing the duties of this classification, an incumbent is regularly required to use hands and fingers to handle or feel. The employee is frequently required to talk, hear, and to sit and reach with hands and arms. The employee is occasionally required to stand, walk, climb or balance and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up twenty-five (25) pounds. Specific vision abilities required by this job

include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

***THIS POSITION MAY BE ELIMINATED, OR THE DUTIES, QUALIFICATIONS AND TRAINING REQUIRED CHANGED BY THE BOARD OF DIRECTORS AND/OR THE GENERAL MANAGER, WHEN IN THEIR JUDGEMENT, IT IS CONSIDERED NECESSARY AND PROPER FOR THE EFFICIENT OPERATION OF THE DISTRICT.***



# EXHIBIT D

**RESOLUTION NO. 2024-05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT APPROVING EXCEPTION TO THE 180-DAY WAITING PERIOD TO HIRE A CALPERS RETIRED ANNUITANT IN ACCORDANCE WITH GOVERNMENT CODE SECTIONS 7522.56 AND 21221 AND AUTHORIZING AN EMPLOYMENT AGREEMENT BETWEEN THE WEST VALLEY WATER DISTRICT AND WILLIAM FOX TO PROVIDE TEMPORARY EXTRA HELP AS A RETIRED ANNUITANT OR A LIMITED DURATION**

**WHEREAS**, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Board of Directors must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

**WHEREAS**, William Fox, will retire from the West Valley Water District in the position of Chief Financial Officer, effective August 2, 2024; and

**WHEREAS**, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is February 1, 2025 without this certification resolution; and

**WHEREAS**, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

**WHEREAS**, the Board of Directors , the West Valley Water District , and William Fox certify that William Fox has not and will not receive a Golden Handshake or any other retirement-related incentive; and

**WHEREAS**, the Board of Directors hereby appoints William Fox as an extra help retired annuitant to perform the duties of the Chief Financial Officer for the West Valley Water District under Gov. Code section 21221, effective August 5, 2024; and

**WHEREAS**, the entire employment agreement, contract or appointment document between William Fox and the West Valley Water District has been reviewed by this body and is attached herein; and

**WHEREAS**, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

**WHEREAS**, the maximum base salary for this position is \$20,630.00 and the hourly equivalent is \$119.02, and the minimum base salary for this position is \$19,647.00 and the hourly equivalent is \$113.35; and

**WHEREAS**, the hourly rate paid to William Fox will be \$119.02; and

**WHEREAS**, William Fox has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

**NOW, THEREFORE**, the Board of Directors of the West Valley Water District does hereby resolve as follows:

**Section 1.** the Board of Directors hereby certifies the nature of the appointment of William Fox as described herein and detailed in the attached employment agreement/contract/appointment document and that this appointment is necessary to fill the critically needed position of Chief Financial Officer for the West Valley Water District by August 5, 2024, due to the specialized skills required of said position.

**Section 2.** This resolution shall become effective immediately upon its adoption.

**ADOPTED, SIGNED AND APPROVED THIS 18th DAY OF JULY 2024.**

**AYES: DIRECTORS:**

**NOES: DIRECTORS:**

**ABSENT: DIRECTORS:**

**ABSTAIN: DIRECTORS:**

---

Greg Young  
President of the Board of Directors  
West Valley Water District

**ATTEST:**

---

Elvia Dominguez  
Board Secretary



**REGULAR BOARD MEETING  
AGENDA**

**THURSDAY, JULY 18, 2024**

**SUPPLEMENTAL CONSENT ITEM ADDED 07.15.24**

**APPROVE AN AGREEMENT WITH SAN BERNARDINO COUNTY  
TO PROVIDE IMPORTED DOMESTIC WATER TO GLEN HELEN**



**BOARD OF DIRECTORS  
STAFF REPORT**

**DATE:** July 18, 2024  
**TO:** Board of Directors  
**FROM:** Linda Jadeski Assistant General Manager  
**SUBJECT:** Approve an Agreement with San Bernardino County to Provide Imported Domestic Water to Glen Helen

---

**MEETING HISTORY:**

05/21/24 Engineering, Operations and Planning Committee REFERRED TO BOARD

**DISCUSSION:**

San Bernardino County (County) is currently seeking an emergency secondary source of domestic water to serve the Glen Helen area in the event the County wells cannot supply enough water to meet demand. The County has requested that West Valley Water District (District) provide imported domestic water to the County for purchase.

The County, at its own sole cost and expense, has designed and constructed temporary interconnection facilities with the District's water system but is seeking a more permanent connection that will allow for the delivery of imported water supply. In December 2023 the District entered into an agreement with the County for the construction of permanent emergency interconnection facilities to replace the current temporary interconnection facilities. The County will bear 100% of the cost and will complete the design, detailed construction plans and specifications for the permanent interconnection facilities and will submit them to the District for review and approval prior to the beginning of any construction.

To facilitate the delivery of imported water supplies, a three-party agreement (agreement) between the County, West Valley Water District, and the San Bernardino Valley Municipal Water District (SBVMWD) has been prepared (see Exhibit A attached). The agreement shall remain in effect for a period of five years and provides for the delivery of up to 1,100 acre-foot (AF) per year of imported water to serve the Glen Helen area. The County shall pay the District \$870 per AF for the treatment and delivery of imported water. There is no cost to the District for the purchase of the imported water supply. The County will purchase the imported water directly from SBVMWD.

**FISCAL IMPACT:**

If the agreement is approved, the District could receive up to \$957,000 per year in revenue from the transaction to cover the costs incurred to treat and deliver the water.

**STAFF RECOMMENDATION:**

Staff recommends that the Committee forward a recommendation to the Board of Directors to:

1. Authorize entering into an Agreement with San Bernardino County to provide imported domestic water to the Glen Helen area.
2. Authorize the General Manager to execute all necessary documents.

**ATTACHMENT(S):**

1. Exhibit A - Agreement

# EXHIBIT A



**Contract Number**

\_\_\_\_\_

**SAP Number**

\_\_\_\_\_

## San Bernardino County

**Department Contract Representative** Don Day  
**Telephone Number** 909-387-5000

**Contractee** West Valley Water District & San Bernardino Valley Municipal Water District

**Contractee Representative** \_\_\_\_\_  
**Telephone Number** \_\_\_\_\_  
**Contract Term** \_\_\_\_\_  
**Original Contract Amount** \_\_\_\_\_  
**Amendment Amount** \_\_\_\_\_  
**Total Contract Amount** \_\_\_\_\_  
**Cost Center** \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**AGREEMENT  
BETWEEN  
WEST VALLEY WATER DISTRICT  
AND  
SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
AND  
SAN BERNARDINO COUNTY**

This Agreement (the Agreement) is entered into as of \_\_\_\_\_, 2024 (Effective Date) by and between the West Valley Water District, a public agency of the State of California (WVWD), San Bernardino Valley Municipal Water District, a public agency of the State of California (SBVMWD), and San Bernardino County, a public agency of the State of California (COUNTY). WVWD, SBVMWD, and COUNTY are hereafter referred to individually as a "Party" and collectively as the "Parties."

**RECITALS**



WHEREAS, COUNTY is a public agency providing water service to certain real property owned by San Bernardino County and depicted on Exhibit "A" attached hereto and by this reference incorporated herein ("Glen Helen"); and

WHEREAS, WVWD is a public agency organized and operating under the County Water District Law (Water Code § 30000 *et seq.*); and

WHEREAS, SBVMWD is a public agency organized and operating under the Municipal Water District Act of 1911 (Water Code § 71000 *et seq.*) and authorized to provide imported and supplemental water service, primarily from the State Water Project, to retail water agencies within its boundaries, including WVWD; and

WHEREAS, SBVMWD current rates for water are established in its Resolution 888, as amended, and the rate for areas outside the SBVMWD boundary are significantly higher than the rate for areas inside the SBVMWD boundary; and

WHEREAS, the Parties agree that approximately seventy five percent (75%) of the area to be served under this agreement is outside the SBVMWD boundary; and

WHEREAS, COUNTY seeks the availability of an emergency secondary source of domestic water to serve Glen Helen to be used in the event COUNTY wells within Glen Helen Regional Park cannot supply sufficient water to meet demand; and

WHEREAS, COUNTY has requested that WVWD and SBVMWD provide domestic water to COUNTY to serve Glen Helen, and WVWD and SBVMWD are willing to provide such domestic water imported from outside the region on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the above and the mutual benefits which will accrue to the Parties in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

### **OPERATIVE PROVISIONS**

#### **1. COUNTY AGREES:**

- 1.1. From time to time during the term of this Agreement, COUNTY may request to purchase potable domestic water from WVWD and SBVMWD on the terms and conditions set forth in this Agreement. COUNTY acknowledges that COUNTY has no vested right to receive imported water, nor any prior or superior right to receive imported water from WVWD and SBVMWD. COUNTY further acknowledges that WVWD and SBVMWD shall each be entitled to exercise sole discretion at any time to decline, limit, curtail, or terminate any purchase.
- 1.2. COUNTY, at its own sole cost and expense, has designed and constructed, or caused the design and construction of, certain temporary interconnection facilities, including, but not limited to, pipelines, a water meter (Meter), a booster connection and appurtenances to complete an interconnection with the WVWD water system that will allow delivery of the imported water supply to COUNTY, at no cost to WVWD. The temporary interconnection facilities are generally described and/or depicted on Exhibit "B" attached hereto incorporated herein by this reference. These temporary interconnection facilities have been designed and completed with the oversight and review of the WVWD, as appropriate.
- 1.3. At such time that the COUNTY may complete the design and detailed construction plans and specifications (Plans) for permanent interconnection facilities and the same shall be submitted to WVWD as set forth below. All such planning and Plans prepared by or on behalf of COUNTY shall be subject to review and written approval by WVWD prior to the beginning of any construction of the permanent interconnection facilities.

- 1.4. COUNTY will submit Plans for WVWD review and approval. If WVWD takes exception to any facilities proposed, it shall submit these to COUNTY in writing for revision before WVWD formally approves. In the event WVWD disapproves the Plans, COUNTY may modify the Plans in accordance with the reasons given for disapproval and may resubmit the revised Plans to WVWD for approval or disapproval.
- 1.5. If and when the Plans have been approved by WVWD, COUNTY shall construct or cause the construction of the permanent interconnection facilities in strict compliance with the approved Plans, at no cost to WVWD. COUNTY will cooperate with WVWD in connecting the interconnection facilities to the WVWD water system.
- 1.6. COUNTY shall own and maintain the temporary and permanent interconnection facilities at its sole cost, including but not limited to the Meter, annual testing and calibration of the Meter to within industry standards, and replacement of the Meter as warranted. County shall provide records to WVWD of Meter testing and calibration upon request.
- 1.7. COUNTY may order imported water from WVWD and SBVMWD by submitting a written request to both WVWD and SBVMWD at least 5 business days in advance. WVWD and SBVMWD shall each approve or decline, in whole or in part, in writing, any request within 4 business days after receipt.
- 1.8. For each approved order for imported water:
  - 1.8.1. SBVMWD shall invoice COUNTY, and COUNTY shall pay SBVMWD, for the imported water delivery quantity at a blended rate equal to seventy-five percent (75%) of the then-current SBVMWD "outside" water rate in accordance with SBVMWD's Resolution 888, as may be amended, plus twenty-five percent (25%) of the then-current SBVMWD "inside" water rate.
  - 1.8.2. WVWD shall invoice COUNTY, and COUNTY shall pay WVWD, \$870 per acre-foot for the treatment and delivery of the imported water ("WVWD Rate"). WVWD at its sole discretion may change the WVWD Rate upon providing COUNTY with 60-day advanced notice.
- 1.9. COUNTY may request up to one thousand one hundred (1,100) AF per year of imported water to serve Glen Helen. Any amount over one thousand one hundred AF per year would require separate approval by SBVMWD. Delivery of imported water is subject to availability and all terms and conditions in SBVMWD's Resolution 888, as amended.

## 2. WVWD AGREES:

- 2.1. WVWD shall approve or disapprove the Plans within a reasonable amount of time after submittal to WVWD.
- 2.2. WVWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt. If approved, WVWD shall coordinate delivery of the imported water requested by COUNTY from SBVMWD.
- 2.3. Imported water delivered pursuant to this Agreement shall be measured and recorded at the interconnection by the Meter with the capacity of accurately measuring flow at one thousand gallons per minute.
- 2.4. WVWD will supply only such imported water at such pressure as may be available from time to time from the operation of its water system, as WVWD may determine in its sole and absolute discretion.

- 2.5. Periodically, WVWD shall invoice COUNTY for payment for treatment and delivery of imported water delivered hereunder, as provided in Section 1.8.2 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. WVWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into WVWD's designated checking or other bank account. WVWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.
- 2.6. Imported water delivered through the interconnection shall be of domestic water quality served by WVWD to its customers.
- 2.7. The gate/valve on WVWD's side of the interconnection facilities normally will be closed until it is opened by WVWD employees and utilized to provide water to COUNTY.
- 2.8. WVWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the WVWD Rate charged for treatment and delivery of imported water.
- 2.9. WVWD makes no guarantee of the availability and/or quantity of imported water it may deliver to the COUNTY.
- 2.10. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by WVWD, for any reason or no reason whatsoever, as determined by WVWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to SBVMWD and COUNTY.

### 3. SBVMWD AGREES:

- 3.1. Upon request from COUNTY, SBVMWD may sell to COUNTY, for use in Glen Helen, such imported water as SBVMWD may determine, at SBVMWD's sole and absolute discretion, but at a flow rate not greater than one thousand gallons per minute. SBVMWD shall approve or decline, in whole or in part, in writing, any request from COUNTY for imported water within 4 business days after receipt.
- 3.2. Imported water sold by SBVMWD to COUNTY shall not be counted as a deduction against WVWD's allocation of imported water.
- 3.3. SBVMWD makes no guarantee of the availability and/or the quantity of imported water it may sell to the COUNTY.
- 3.4. Periodically, SBVMWD shall invoice COUNTY for payment for imported water delivered hereunder, as provided in Section 1.7 above. Payment of the amount shown on the invoice shall be due on the thirtieth (30) day after the receipt of the invoice by COUNTY. SBVMWD agrees to accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into SBVMWD's designated checking or other bank account. SBVMWD shall comply with directions and complete forms provided by COUNTY required to process EFT payments.
- 3.5. Delivery of imported water pursuant to this Agreement may be limited, curtailed or terminated by SBVMWD for any reason or no reason whatsoever, as determined by SBVMWD in its sole and absolute discretion, by the delivery of a two-day prior written notice to WVWD and COUNTY.
- 3.6. SBVMWD shall notify COUNTY, in writing, at least sixty (60) days in advance of any change to the rate charged for imported water.

#### 4. THE PARTIES MUTUALLY AGREE:

- 4.1. As inducement and consideration for WVWD and SBVMWD to enter into this Agreement, COUNTY hereby assumes all risk of damage to property and injury to persons or property, arising out of or in connection with any limiting, curtailment or termination of imported water by WVWD and SBVMWD to COUNTY and COUNTY hereby waives all claims with respect thereto against WVWD and SBVMWD. Should there be any claims against WVWD or SBVMWD by third parties related to the limiting, curtailment or termination of imported water under this section, the indemnity provisions of Section 4.5 will apply to such claims.
- 4.2. The Meter will be read by COUNTY at such time or times as may be determined by WVWD. Further, COUNTY shall provide WVWD access to the Meter at any time upon request.
- 4.3. This Agreement shall remain in effect for a period of five (5) years from the Effective Date. Either Party may terminate this Agreement without liability, upon sixty (60) days notice to the other Party.
- 4.4. COUNTY shall not assign or transfer its rights or obligations under this Agreement.
- 4.5. To the maximum extent permitted by law, COUNTY shall indemnify, defend, and hold harmless WVWD and SBVMWD, their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) COUNTY's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by COUNTY of its obligations pursuant to this Agreement; (c) the design, engineering, construction, and maintenance of the interconnection facilities; (d) any limitation, curtailment or termination of imported water delivery to COUNTY; or (e) any death, injury, property damage, accident or casualty caused or claimed to be caused by COUNTY or its Representatives or incurred by COUNTY or its Representatives or property. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of WVWD, SBVMWD, their Indemnitees, or any of them. WVWD and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.5.
- 4.6. To the maximum extent permitted by law, WVWD shall indemnify, defend, and hold harmless COUNTY and SBVMWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs and expenses (including attorney's fees) of every type and description (collectively, Costs) arising from or in connection with: (a) WVWD's acts or omissions or the acts or omissions of its agents (including contractors and subcontractors), employees, successors or assigns (collectively, Representatives), in connection with the matters contemplated by this Agreement; (b) any breach by WVWD of its obligations pursuant to this Agreement; or (c) the design, engineering, construction, and maintenance of the interconnection facilities. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the gross negligence or willful misconduct of COUNTY, SBVMWD, its Indemnitees, or any of them. COUNTY and SBVMWD will make all decisions with respect to their representation in any legal proceeding concerning this Section 4.6.
- 4.7. To the maximum extent permitted by law, SBVMWD shall indemnify, defend, and hold harmless COUNTY and WVWD, and their directors, authorized agents, officers, representatives, professional consultants, and employees, and each and every one of them (collectively, Indemnitees), from and against any and all third-party claims, actions, damages, liabilities, losses, fines, penalties, costs



- 4.12. The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
- 4.13. Each individual executing this Agreement hereby represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named Parties.
- 4.14. This Agreement shall not be construed as a conveyance or waiver of any right to water owned by WVWD and SBVMWD, nor shall it be construed as conferring any right whatsoever upon any person, firm or entity not a party to this Agreement.
- 4.15. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 4.16. This Agreement shall be governed by the laws of the State of California. Any lawsuit arising out of this Agreement shall be filed in the Superior Court of California, San Bernardino District.
- 4.17. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 4.18. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by all Parties. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
- 4.19. If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this Agreement is frustrated.
- 4.20. With the exception of the specific provisions set forth in this Agreement, there are no intended third-party beneficiaries under this Agreement and no such other third parties shall have any rights or obligations hereunder.
- 4.21. All privileges and immunities of the Parties provided by state or federal law shall remain in full force and effect.
- 4.22. The Recitals are incorporated into the body of this Agreement.
- 4.23. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of both Parties.
- 4.24. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

**[Signature Page Follows]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WEST VALLEY WATER DISTRICT  
*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

SAN BERNARDINO VALLEY MUNICIPAL WATER DISTRICT  
*(Print or type name of corporation, company, contractor, etc.)*

By \_\_\_\_\_  
*(Authorized signature - sign in blue ink)*

Name \_\_\_\_\_  
*(Print or type name of person signing contract)*

Title \_\_\_\_\_  
*(Print or Type)*

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

SAN BERNARDINO COUNTY



\_\_\_\_\_  
Dawn Rowe, Chair, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
San Bernardino County

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form  
  
▶ \_\_\_\_\_  
Aaron Gest, Deputy County Counsel  
  
Date \_\_\_\_\_





Reviewed for Contract Compliance  
  
▶ \_\_\_\_\_  
  
Date \_\_\_\_\_

Reviewed/Approved by Department  
  
▶ \_\_\_\_\_  
  
Date \_\_\_\_\_

# EXHIBIT A

Glen Helen Water System

## Legend

-  Glen Helen Amphitheater
-  Glen Helen Raceway
-  Glen Helen Regional Park
-  Glen Helen Water System Infrastructure Map

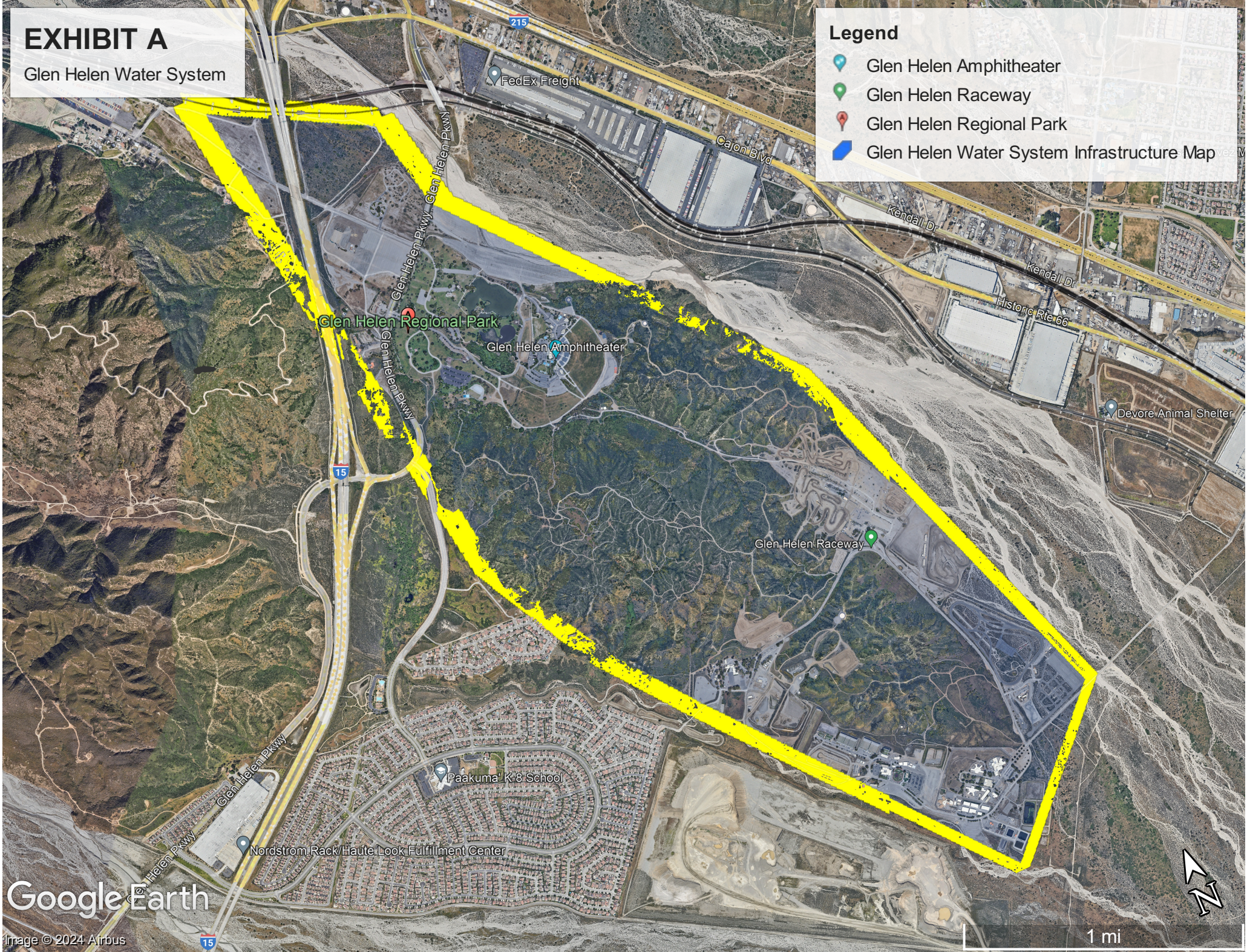
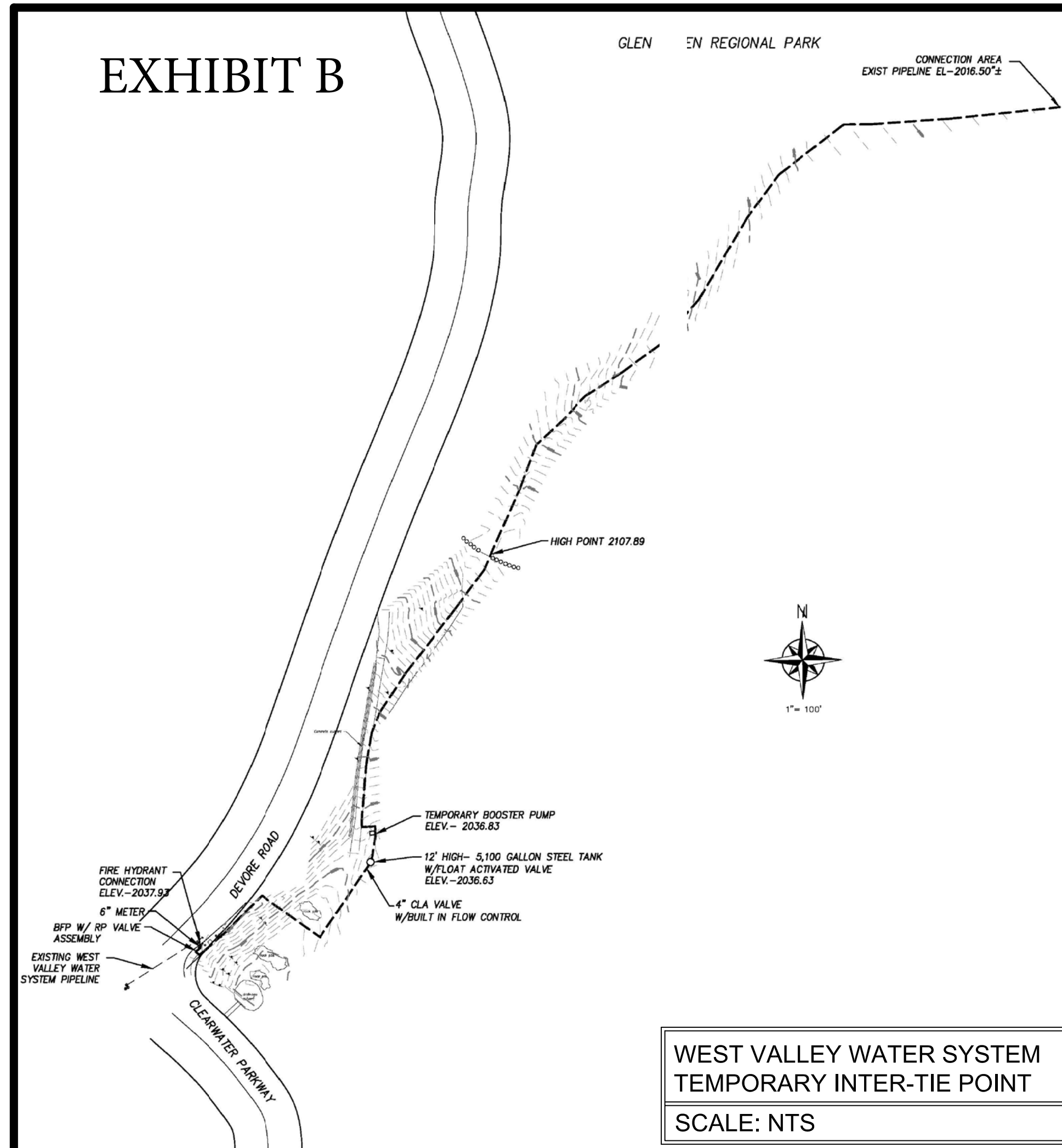




EXHIBIT B



WEST VALLEY WATER SYSTEM  
TEMPORARY INTER-TIE POINT  
SCALE: NTS



WEST VALLEY WATER SYSTEM  
TEMPORARY INTER-TIE POINT  
SCALE: NTS



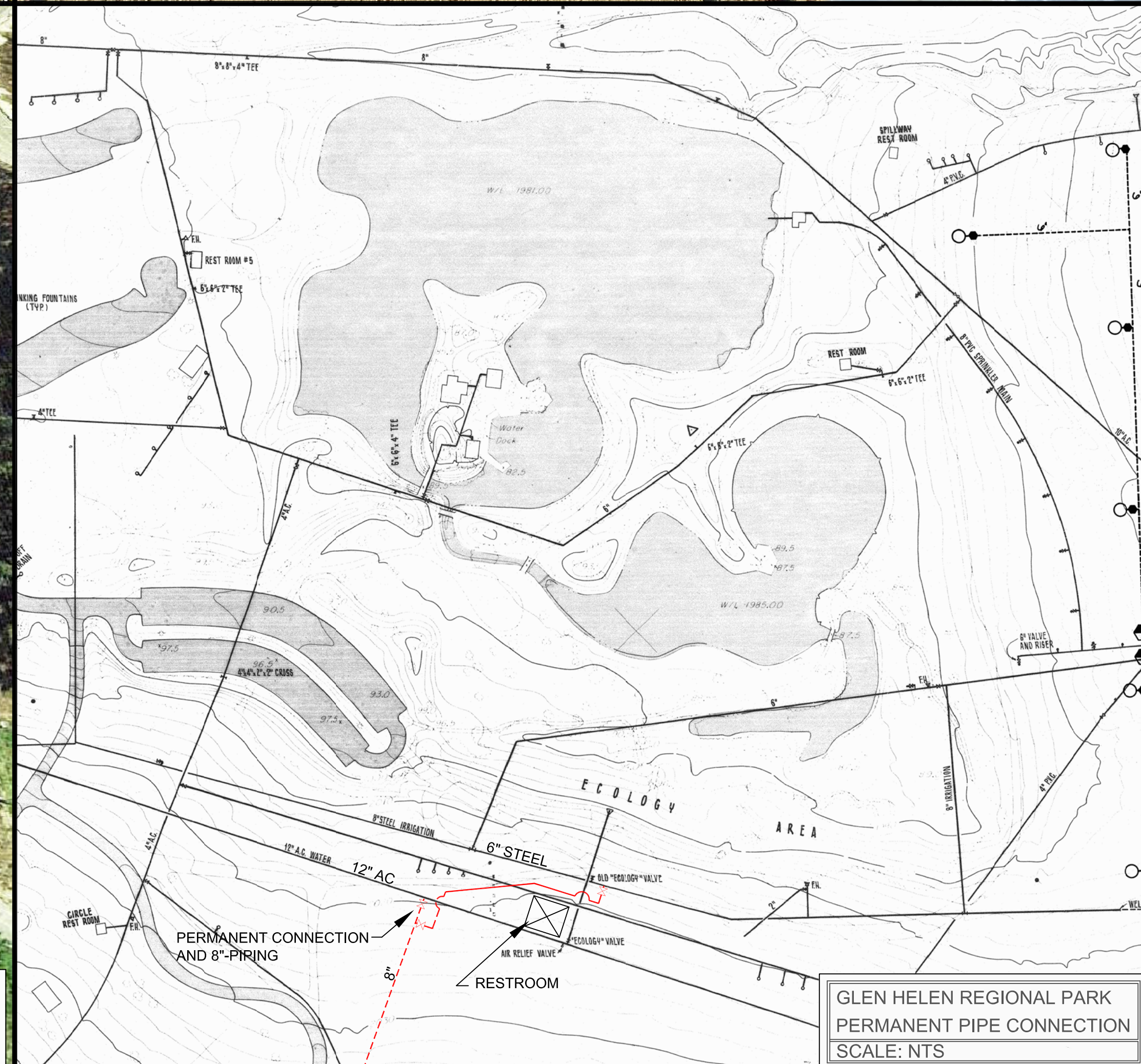
WEST VALLEY WATER SYSTEM  
TEMPORARY INTER-TIE POINT  
SCALE: NTS



GLEN HELEN REGIONAL PARK  
HIGH LINE TANK & PUMP  
SCALE: NTS



GLEN HELEN REGIONAL PARK  
HIGHLINE PIPE CONNECTION  
SCALE: NTS



GLEN HELEN REGIONAL PARK  
PERMANENT PIPE CONNECTION  
SCALE: NTS

<p>Underground Service Alert Call: TOLL FREE 1-800-227-2600 TWO WORKING DAYS BEFORE YOU DIG</p>	DESIGNED BY: GM	PREPARED BY:	SUBMITTED BY:	SCALE:	SAN BERNARDINO COUNTY PUBLIC WORKS SPECIAL DISTRICTS  GLEN HELEN REGIONAL PARK HIGHLINE FROM WEST VALLEY WATER	SHEET 1
	DRAWN BY: GM	222 W. Hospitality Lane, 2nd Floor San Bernardino, CA 92415-0450 (909) 386-8800	DIVISION ENGINEER	NTS		OF 1
REV.	CHECKED BY: SS	DATE	APPROVED BY:	WORK ORDER NO.	DRAWING NO.	1
REVISION	DESCRIPTION	DATE	SPECIAL DISTRICTS DEPARTMENT	DATE		



**BBK**

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

# Walking the Line” – Public Agencies

Officials’ and Employees’ Roles in Local Elections

# West Valley Water District Elections



- West Valley Water District (WVWD) consolidates elections with San Bernardino County and Riverside County.
- The Next General Election will be held on **Tuesday, November 5, 2024**, for the following seats (4-year terms):
  - **Division 1**
  - **Division 4**
  - **Division 5**
- To be eligible to run for West Valley Water District, a candidate must be registered to vote and live within the Division of office sought.

# West Valley Water District Elections



## Candidate Filing Period

- **July 15, 2024- August 9, 2024**
- Elections overseen by both San Bernardino County and Riverside County Registrar of Voters.

# Use of Private Funds and Time In Elections



- Generally, no limits – First Amendment speech
- Officials may freely advocate on their own “time and dime”
  - Official must be mindful of “private” versus “public” time
- Private funds may include personal money/resources or valid privately-contributed and spent campaign funds
  - Committees can be specifically formed to support or oppose candidates or measures, or both
  - Follow FPPC rules to establish committees and to report campaign funds contributed and spent

# Campaigning by Public Officers/Employees



- Public officers and employees may not engage in political activities during “work hours”
  - “Work hours” = standard/OT hours part of a required work shift
  - Not “work hours” = permitted lunch break, vacation, admin. leave day, or public holiday when not working
  - While on “work hours”, no. . .
    - Distributing pamphlets, signs, handouts or other campaign materials;
    - Attending campaign meetings, rallies or other functions;
    - Making campaign telephone calls, e-mails, etc. (even from private devices);
    - Performing any other campaign-related tasks (i.e., copies, stuffing envelopes, etc.);
    - Wearing campaign buttons, hats, shirts or other clothing, or posting signs

# Appearance in Uniform and/or Vehicles/Equipment



- Govt. Code § 3206 – “No officer or employee of a local agency shall participate in political activities of any kind while in uniform.”
  - What is “in uniform”?
    - Is the clothing/equipment required for the job?
    - Does the District pay for the clothing/equipment?
    - Is the clothing/equipment associated with a specific position?
  - This rule applies even when uniformed officer/employee is off-duty
- No authorizing officer, employee or candidate to appear in, on, next to, or otherwise appear to operate agency vehicles or equipment for political activities

# Making Promises to and Soliciting Contributions from other Officers/Employees



- Govt. Code 3204 - A public officer or employee may not promise to provide any person with a gift, money, promotion, job, or other form of compensation in return for a contribution or vote
- Govt. Code 3205 - a public officer/employee shall not, directly or indirectly, solicit political contributions from another officer/employee
  - Applies to all solicitations, even outside of District property
  - Exception - Officer/employee solicits contributions from “a significant segment of the public which may include officers or employees of that local agency.” (no specific targeting of officer/employee)
  - Violation is a criminal misdemeanor



# Statements About Candidates or Measures During Public Meetings



- Public Officials may:
  - Generally urge citizens to be informed and to vote;
  - Provide impartial non-advocacy information to the public about a measure
- Public Officials may not:
  - Make advocacy statements about a specific measure;
    - A very brief comment (15-20 seconds) would likely be viewed as de minimus. But extended comments or statements would be prohibited govt.-funded advocacy
  - Make advocacy statements about a specific candidate

# Campaigning on Public Property



- Government Code Section 3207
  - Any governing body of a local agency may establish rules and regulations to prohibit or otherwise restrict political activities on the premises of the local agency
  - Government Code Section 3207 allows the District to establish further rules and regulations to prohibit or restrict officers/employees engaging in political activity during work hours
  - If the law or District's policy do not restrict activity, officer/employee enjoys full political rights
- Political Signs
  - *Reed v. Gilbert*
- Right to campaign in traditional public forum (parks, sidewalks)

# Mass Mailing Rule



- Three of the otherwise permissible mass mailings cannot be sent within 60 days of an election by, or on behalf of, a candidate:
  - Letterhead with the incumbent candidate's name
  - Announcement of a meeting directly related to the incumbent's duties held/attended by incumbent
  - Announcement of District event where District provides facility/funds and includes more than 1 mention of incumbent's name
  - Gov. Code §§ 89002, 89003



# BBK

BEST BEST & KRIEGER LLP  
ATTORNEYS AT LAW

## Questions?

### Henry G. Castillo

henry.castillo@bbklaw.com | 909-466-4911

DISCLAIMER: BBK presentations and webinars are not intended as legal advice. Additional facts, facts specific to your situation or future developments may affect subjects contained herein. Seek the advice of an attorney before acting or relying upon any information herein. Audio or video recording of presentation and webinar content is prohibited without express prior consent.