

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

REGULAR BOARD MEETING AGENDA

Thursday, January 16, 2025, 6:00 PM

BOARD OF DIRECTORS

Gregory Young, President Daniel Jenkins, Vice President Estevan Bennett, Director Angela Garcia, Director Kelvin Moore, 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.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

- 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.
- 2. PUBLIC EMPLOYEE PERFORMANCE EVALUATION Government Code Section 54957 Title: Board Secretary
- CONFERENCE WITH LABOR NEGOTIATORS Government Code 54957.6 Agency designated representative: General Manager John Thiel Unrepresented employees: Board Secretary

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. Presentation by San Bernardino County Supervisor Jesse Armendarez
- 2. Headquarter Facilities Master Plan Presentation

CONSENT CALENDAR

1. December 5, 2024 Regular Board Meeting Minutes

2. Consider a Water System Infrastructure Installation and Conveyance Agreement with the New Home Company Southern California LLC for Gardens at the Arboretum TRACT#20362, Lots 1 & 2

BUSINESS MATTERS

Consideration Of:

- 1. IE Works Contract Renewal 2024/25
- 2. New Position Water Conservation Specialist
- 3. Legislative Principles 2025

REPORTS

- 1. Board Committee Reports
- 2. Board Members
- 3. General Manager
- 4. Legal Counsel
 - Updates on current legal topics/best practice
- 5. Public Outreach and Government Affairs
- 6. Board Secretary

UPCOMING MEETINGS

- January 23, 2025 Engineering, Operations & Planning Committee at 6:00 p.m.
- January 28, 2025 Executive Committee Meeting at 6:00 p.m.
- February 3, 2025 Safety Committee Meeting at 5:00 pm
- February 6, 2025 Regular Board Meeting at 6:00 p.m.
- February 12, 2025 HR Committee Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

• February 20, 2025 - Fontana State of the City

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- January 24 Southern California Water Coalition Luncheon
- February 25-27 ACWA D.C. 2025

ADJOURN

Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, Page 3 of 94 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.

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 January 9, 2025.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: January 9, 2025



Facilities Master Plan

WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS JANUARY 16, 2025

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- Introduction
- What is a Facilities Master Plan?
- Project Schedule
- Guiding Principles and Objectives
- Discussion and Direction



Jest Valley

INTRODUCTION

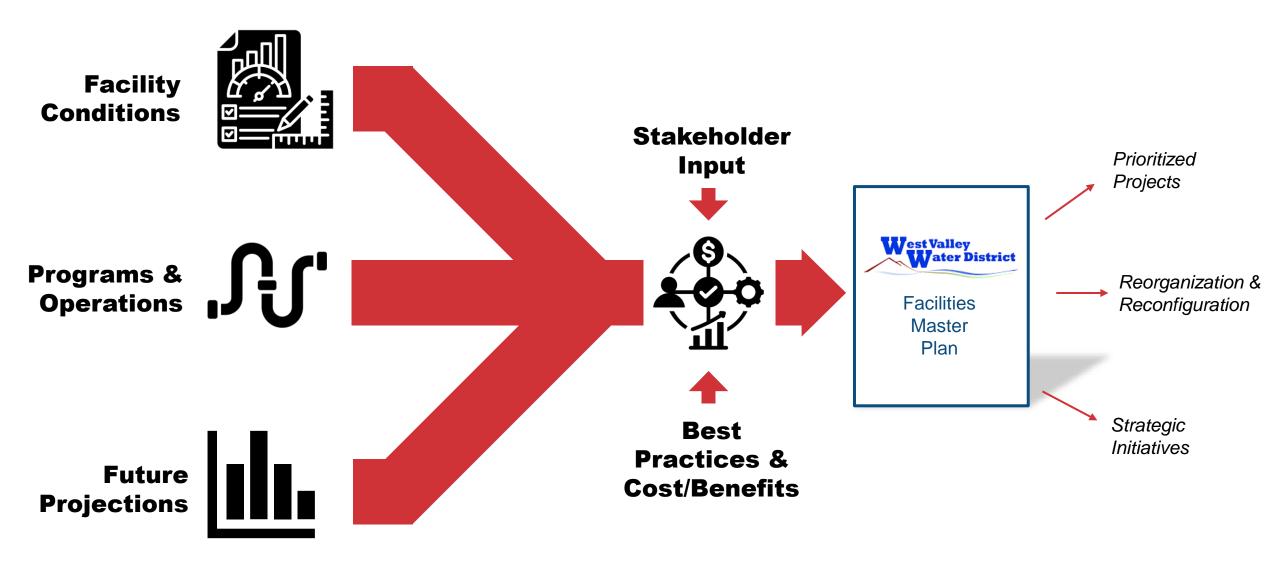


PBK embraces a culture that combines "big firm aptitude with small firm attitude."



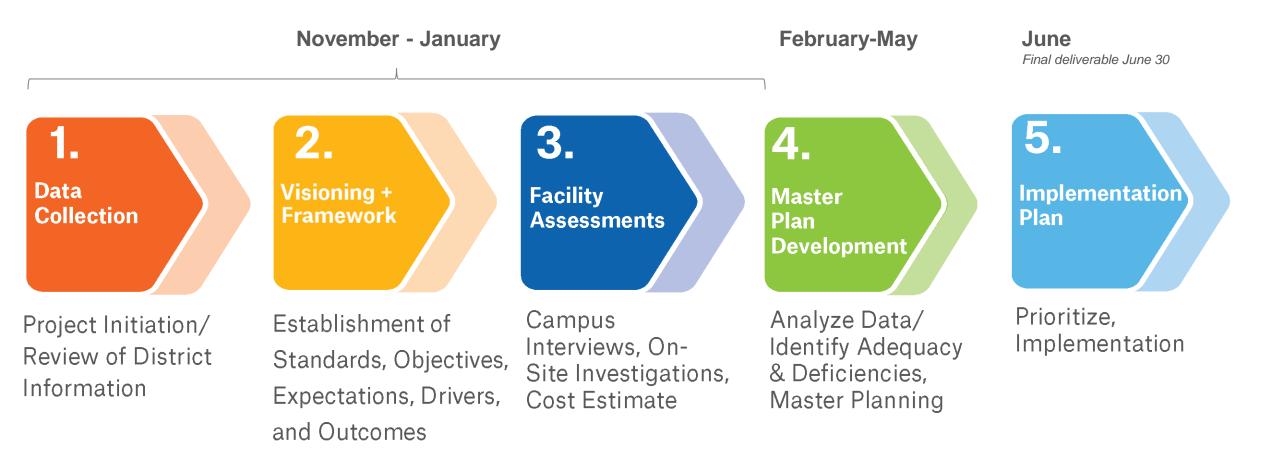






PROCESS





PROJECT SCHEDULE



TASKS	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Review Existing Facilities Documentation (PROJECT START						
Project kick-off								
Data request								
Set project schedule								
Develop Building/ Site Program Requireme	ents (30 days)							
Facility assessments								
Stakeholder engagement								
Workplace trends study								
Define project program				D	raft future space pro	ogram		
Develop Work Plan (30 days)				<u>ل</u>				
Define project types						•		
Assign project priorities						Draft prefe	rred site concept pl	an
Review Work Plan (15 days)								
Review project prioritization and implementation strategy				Leaders pri	ship reviews project iorities and strategy		4	
Prepare Cost Estimate and Project Schedu	ıle (15 days)						↓	
Define building projects								
Prepare cost estimates								
Propose project implementation timeline								
Prepare Final Report (7 days)								
Produce final report including renderings, projects, costs, and other materials							\bigcirc	
Review Final Report with Board (7 days)								
Board presentation: presentation of plan						Вос	nrd reviews final report	\diamond
Final Board Approval				Page 10 c	of 94			L
Incorporate board feedback								Final repo

GUIDING PRINCIPLES & OBJECTIVES



Accurate Facility Data



- Existing conditions
- Facility replacement and lifecycle costs
- Code compliance
- Projected future programmatic needs

Best Practices and Trends



Yuba Water Agency

- Public engagement
- Sustainability and resiliency
- Workplace design
- Water District facilities

Efficient and Comfortable Workplaces



- Technical needs met
- Adequate storage
 and technology
- Collaboration space
 and amenities

Civic Presence



Valley County Water District HQ Page 11 of 94

- Ease of use/ease of access
- Curb appeal
- Fiscal responsibility
- Location within jurisdiction

Fresno Irrigation District





QUESTIONS?

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PANG

PAPKIN





1. What are the District's most critical facility needs?

2. What are the Board's needs and concerns regarding facilities for its functions?

3. What guidance and direction does the Board have for the planning team?



THANK YOU

PBK

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REGULAR BOARD MEETING

of the

WEST VALLEY WATER DISTRICT

December 5, 2024

OPENING CEREMONIES

Call to Order - 6:01 p.m. Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Angela Garcia	V		
Estevan Bennett	V		
Kelvin Moore	V		
Daniel Jenkins	V		
Gregory Young	V		
General Counsel			
Jeff Ferre	V		
Staff			
John Thiel	V		
Linda Jadeski	\square		
William Fox	V		
Haydee Sainz	V		
Joanne Chan	V		
Elvia Dominguez	V		
Socorro Pantaleon	V		
Rocky Welborn	V		
Albert Clinger	$\overline{\mathbf{A}}$		

Approval of Any Board Member Requests for Remote Participation - None. Pledge of Allegiance – The Pledge of Allegiance was led by Vice President Jenkins and Presentation of Colors was led by Bloomington ROTC. Opening Prayer – The Opening Prayer was led by Pastor Daniel Vasquez.

OATH OF OFFICE

The Oath of Office was conducted for Director Garcia and Director Young's re-election, and for Director Bennett for his election to the Board of Directors.

ELECTION OF OFFICERS

Director Jenkins nominated Director Young to serve a new term as President.

Director Garcia nominated Director Jenkins to serve as President. Director Jenkins thanked Director Garcia for the nomination but respectfully declined it.

Director Garcia seconded the nomination for Director Young to serve a new term as President.

Motion to appoint Director Young to serve a new term as President.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Daniel Jenkins, Director
SECONDER:	Angela Garcia, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore
ABSENT:	None

Director Garcia nominated Director Jenkins to serve a new term as Vice President.

Motion to appoint Director Jenkins to serve a new term as Vice President.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Angela Garcia, Director
SECONDER:	None required
AYES:	Estevan Bennett, Angela Garcia, Kelvin Moore, Gregory Young
ABSENT:	None

CLOSED SESSION

Public Participation on closed session matters.

President Young inquired if anyone from the public would like to speak on closed session items. 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 6:26 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
- 2. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1).

Titles: Chief Financial Officer.

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 6:47 p.m. with all Board members present.

General Counsel Ferre reported that the Board discussed the closed session items and there was no reportable action taken.

ADOPT AGENDA

Motion to adopt the agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Daniel Jenkins, Vice President
SECONDER:	Angela Garcia, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young
ABSENT:	None

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

None.

CONSENT CALENDAR

Motion to approve Consent Calendar items #1 - #6.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Daniel Jenkins, Vice President
SECONDER:	Angela Garcia, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young
ABSENT:	None

- 1. October 24, 2024 Special Board Meeting and November 14, 2024 Regular Board Meeting Minutes
- 2. Purchase Order Report October 2024
- 3. Fund Transfer Report October 2024
- 4. Monthly Cash Disbursements Report October 2024

WVWD

Minutes: 12/05/24

- 5. Treasurer's Report
- 6. Monthly Revenue and Expenditures Report October 2024

BUSINESS MATTERS

1. Standing Committees and Board Assignments

The Board of Directors discussed the standing committees' assignments to select new committee members, select alternates, set meeting dates and times, and select Board assignments to outside agencies.

Board Secretary Dominguez and General Counsel Ferre reported on the purpose of the alternate committee member which will be called on to attend a committee meeting in case one of the committee members are not available.

Motion to approve the following Committee and Board assignments:

WVWD Committees	Meets	Rep	Rep	Alternate
Executive Committee	10 days pre BOD Mtg	President	Vice President	N/A
Engineering Operatons & Planning	4th Thurs/Mo	Bennett	Young	Garcia
External Affairs	4th Mon/Mo	Garcia	Moore	Jenkins
Finance Committee	3rd Mon/Mo	Jenkins	Garcia	Young
Human Resources	2nd Wed/Mo	Moore	Bennett	Garcia
Policy Review & Oversight	2nd Thurs/Mo	Young	Jenkins	Garcia
Safety & Technology	1st Mon/Mo	Jenkins	Moore	Bennett

WVWD Board Assignments		Rep	Rep	Alternate
ACWA/JPIA	Yrly @ An nual Conf	President	Vice President	GM
Bloomington MAC	1st Wed/Mo	Young	Jenkins	Garcia
1s San Bernardino Valley MWD	st & 3rd Tues/Mo 2 pm	Moore	N/A	Bennett
Rialto Basin Groundwater Council	As needed	Young	N/A	Jenkins
IEWorks	Bi-monthly 12pm via Zoom	Garcia	N/A	Moore

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Daniel Jenkins, Vice President
SECONDER:	Angela Garcia, Director
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young
ABSENT:	None

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

1. Board Committee Reports

Director Garcia reported on the External Affairs Committee meeting.

President Young reported on the Finance Committee meeting.

2. Board Members

Vice President Jenkins reported on his attendance at the Bloomington MAC meeting, and Supervisor Joe Baca Jr.'s Holiday Open House.

Director Garcia reported on her attendance at the ACWA Fall Conference.

Director Moore reported on his attendance at the ACWA Fall Conference, and Supervisor Joe Baca Jr.'s Holiday Open House.

Director Bennet reported on his attendance at Supervisor Joe Baca Jr.'s Holiday Open House.

President Young requested prayers for his family as they grieve the loss of his uncle.

3. General Manager

General Manager Thiel provided an update on recruitment, reported staff is working on the Strategic Plan Work Plans and a presentation will be given at the January 16, 2025 Board meeting.

Manager of Public Outreach and Government Affairs Pantaleon provided an update on the upcoming Sacramento Advocacy Trip. The Board of Directors discussed the possible dates for the trip. Staff was directed to try to schedule the Advocacy trip and flights for January 27 - 28, 2025.

4. Legal Counsel

None.

5. Board Secretary

Board Secretary Dominguez provided an overview of upcoming meetings and holiday closure. Due to conflict with the upcoming Sacramento Advocacy Trip, the January External Affairs Committee

WVWD Minutes: 12/05/24 meeting was moved to January 13, 2025 at 5:00 p.m. and the due to the Martin Luther King Jr. Holiday, the January Finance Committee meeting was moved to January 13th at 6:00 p.m.

ADJOURN

President Young adjourned the meeting at 7:41 p.m. in memory of his Uncle Joey Hunter.

ATTEST:

Elvia Dominguez, Board Secretary



STAFF REPORT

DATE: January 16, 2025

TO: Board of Directors

FROM: Rocky Welborn, Director of Engineering

SUBJECT: Consider a Water System Infrastructure Installation and Conveyance Agreement with the New Home Company Southern California LLC for Gardens at the Arboretum TRACT#20362, Lots 1 & 2

MEETING HISTORY:

N/A

BACKGROUND:

The New Home Company Southern California LLC ("Developer") is the owner of land located east of Cypress Way, 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 Lots 1 and 2 ("Development") is part of the master planned community and contains (214) residential lots and (1) community building. 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 **Attachment 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.

REQUESTED ACTION:

- 1. Authorize entering into a Water System Infrastructure Installation and Conveyance Agreement with The New Home Company Southern California LLC.
- 2. Authorize the General Manager to execute all necessary documents related to the agreement.

Attachment 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 **The New Home Company Southern California LLC** ("Developer"), and WEST VALLEY WATER DISTRICT ("District") who agree as follows:

The Developer is the owner of certain land described as **Gardens at the Arboretum**, **TRACT 20362 Lots 1 & 2, APN 1118-401-01, 1118-401-02** 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 District plans known as West Vally Water District Water Improvement Plans for TR 20362 Lots 1 &2 in the City of Fontana/ Gardens at the Arboretum, as represented 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

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.

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. <u>General Liability</u>: 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. <u>Automotive/Vehicle Liability Insurance</u>: 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. <u>Workers' Compensation Insurance</u>: 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. <u>Excess Liability</u>: 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 as stated in Section 3.2 of this agreement 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. <u>Performance Bond</u>: The cost proposal for the water system improvements for West Vally Water District Water Improvement Plans for TR 20362 Lots 1 &2 in the City of Fontana/ Gardens at the Arboretum is One Million Four Hundred Ninety-Seven Thousand Three Hundred Ninety-Three no/100 dollars (\$1,497,393.00). Developer shall and by this Agreement does guarantee the Developer's faithful performance of this Agreement and all of its terms and conditions by providing the following: Developer shall provide the District with 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 "C", shall be in the amount of One Million Four Hundred Ninety-Seven Thousand Three Hundred Ninety-Three no/100 dollars (\$1,497,393.00) equal to 100 percent of the cost proposal.

5.3. <u>Warranty Bond:</u> The pre-approved Contractor shall furnish a two-year warranty bond for all work completed in accordance with the water improvement plans attached herein as <u>Exhibit "B"</u>. 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 **One Million Four Hundred Ninety-Seven Thousand Three Hundred Ninety-Three** no/100 dollars **(\$1,497,393.00)** 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:* West Vally Water District Water Improvement Plans for TR 20362 Lots 1

&2 in the City of Fontana/ Gardens at the Arboretum

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

DEVELOPER NAME: The New Home Company Southern California LLC ATTN TO: Noah Sourapas ADDRESS: 15231 Laguna Canyon Rd. Ste 250 Irvine, CA 92618 *RE:* West Vally Water District Water Improvement Plans for TR 20362 Lots 1 & 2 in the City of Fontana/ Gardens at the Arboretum

7.4. Notices required shall be given to Surety addressed as follows: SURETY NAME: TBD ATTN TO: TBD ADDRESS: TBD *RE:* West Vally Water District Water Improvement Plans for TR 20362 Lots 1

&2 in the City of Fontana/ Gardens at the Arboretum

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.

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 employees 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.

19. SUCCESSORS BOUND

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

[CONTINUED ON NEXT PAGE]

20. ENFORCEMENT OF PROVISIONS

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement.

WEST VALLEY WATER DISTRICT

By:

John Thiel, General Manager

Date:

DEVELOPER:

Michael Battaglia

President Southern California

The New Home Company Southern California LLC a Delaware limited liability company

By: The New Home Company Southern California LLC, a Delaware corporation – Its Sole Manager

By:_____

Date:_____

Exhibit A



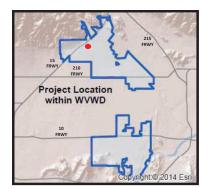


Exhibit A Gardens at the Arboretum/Tract 20362 Lots 1 & 2

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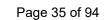
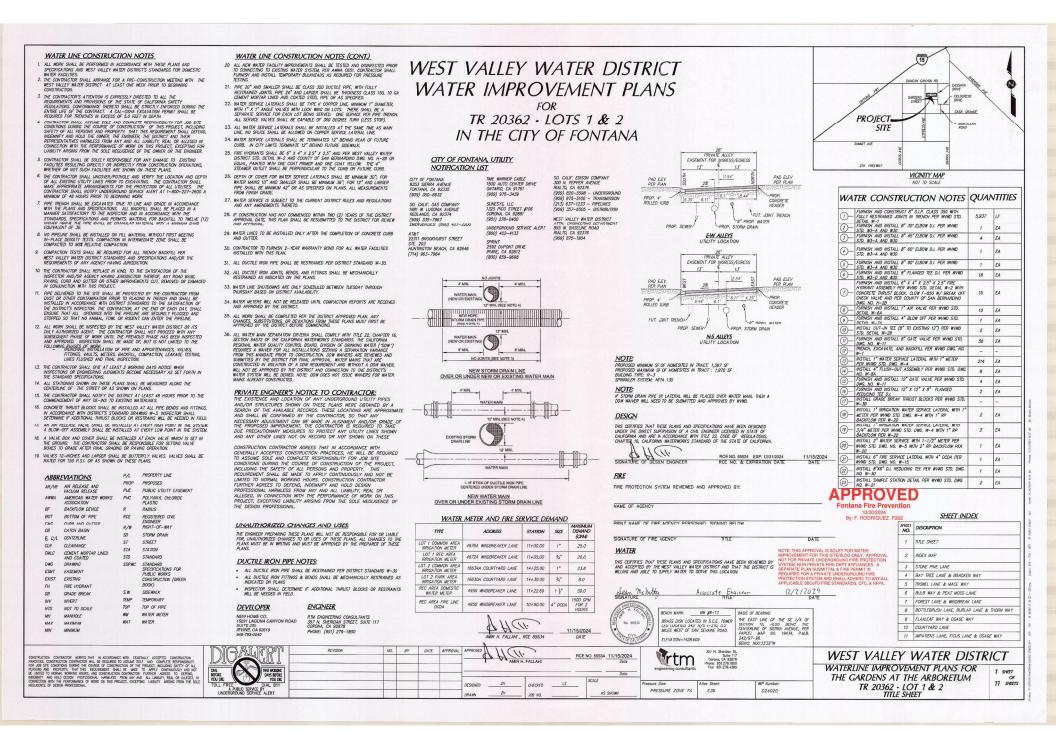
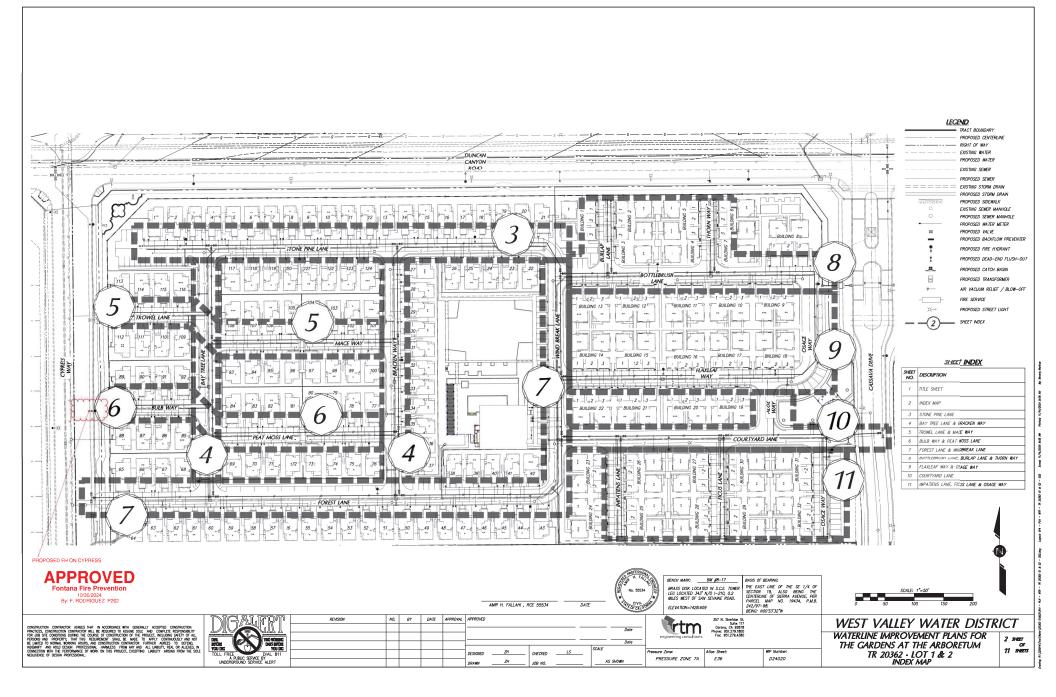
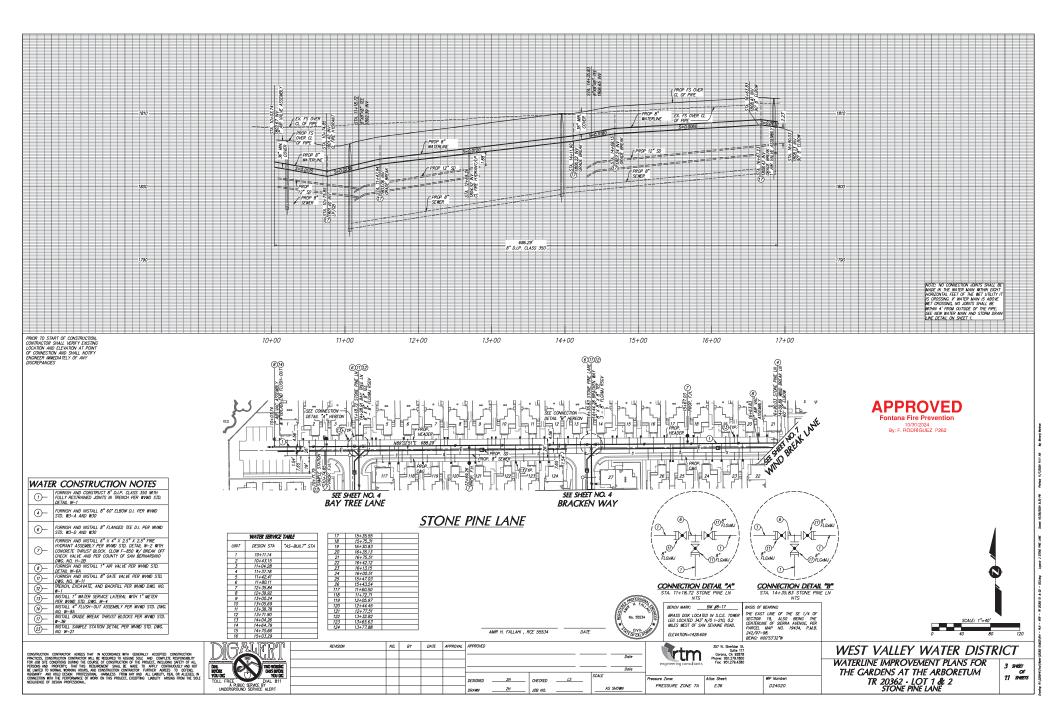
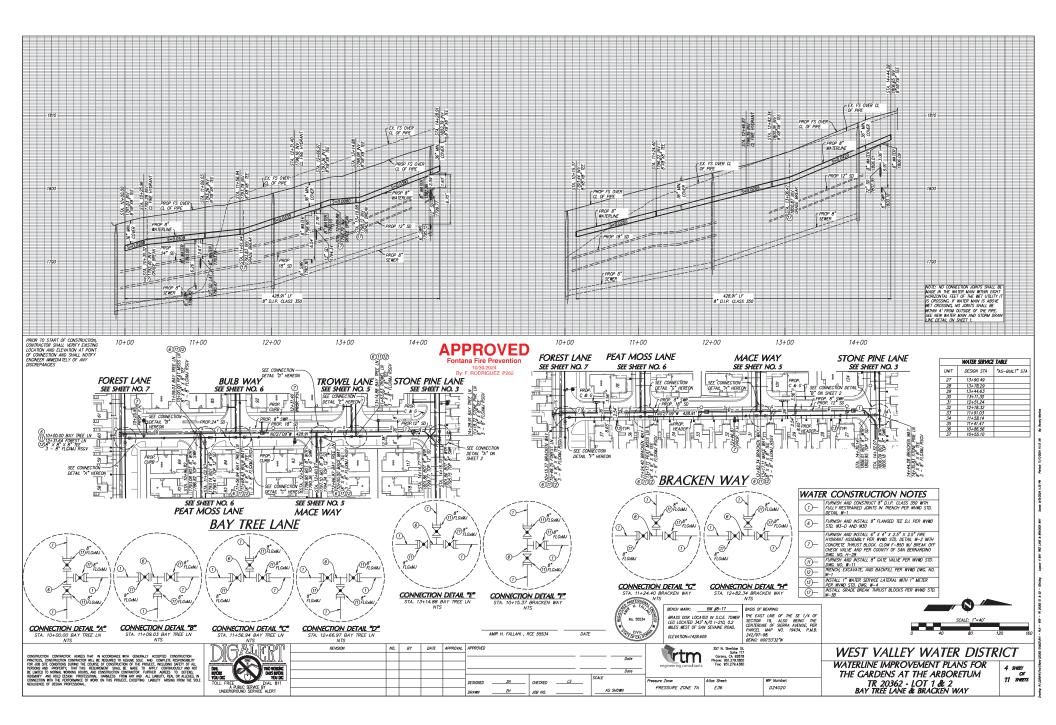


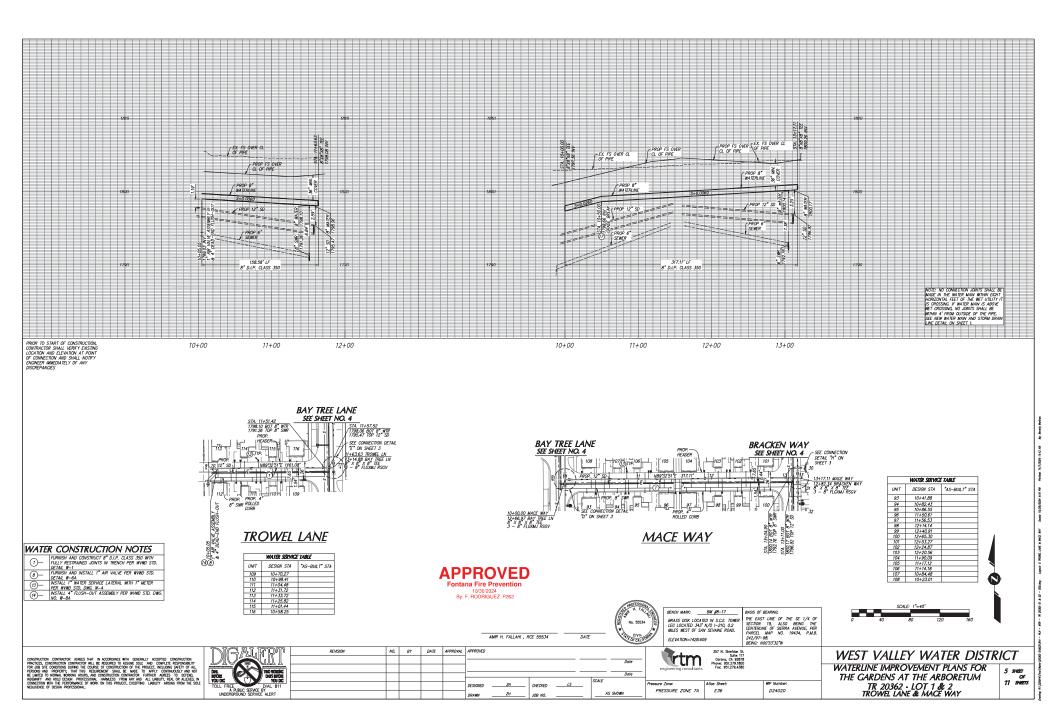
Exhibit B

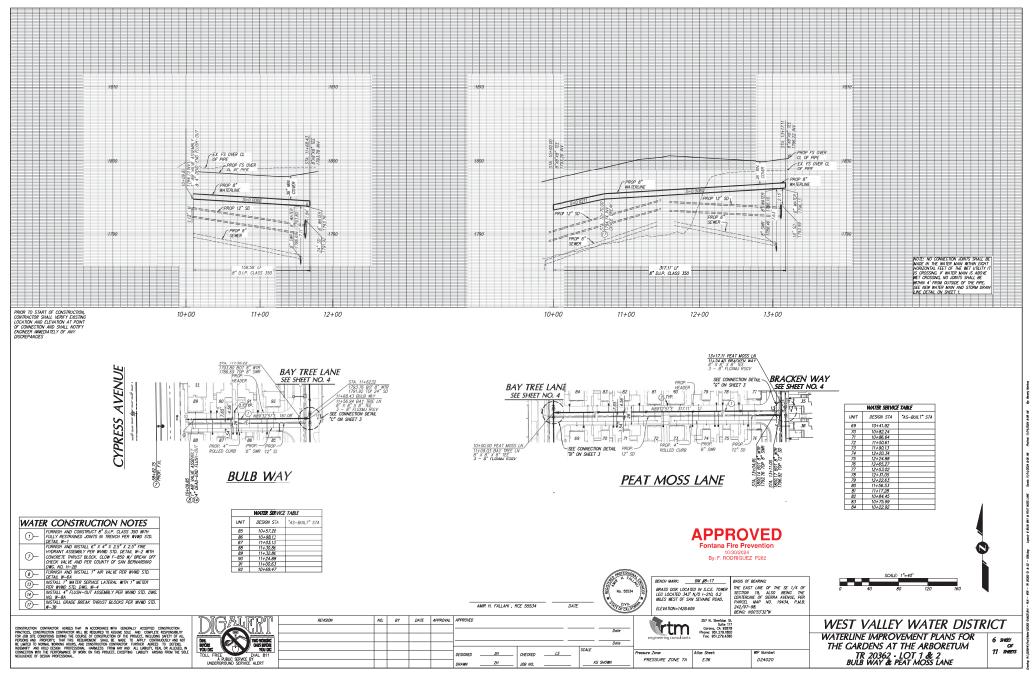




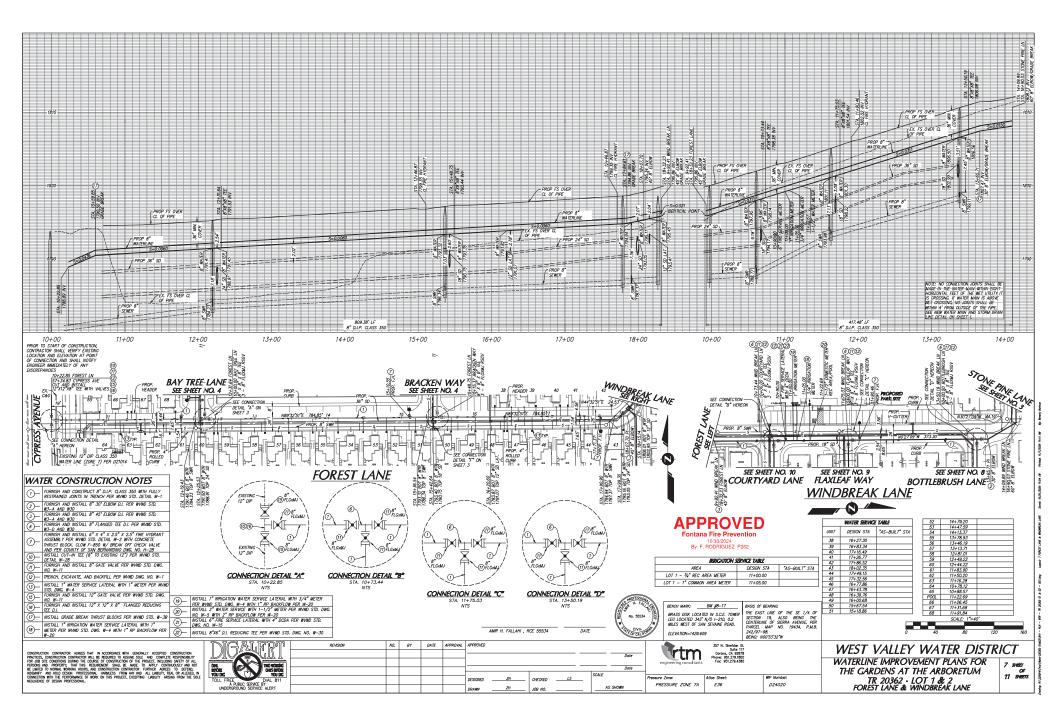


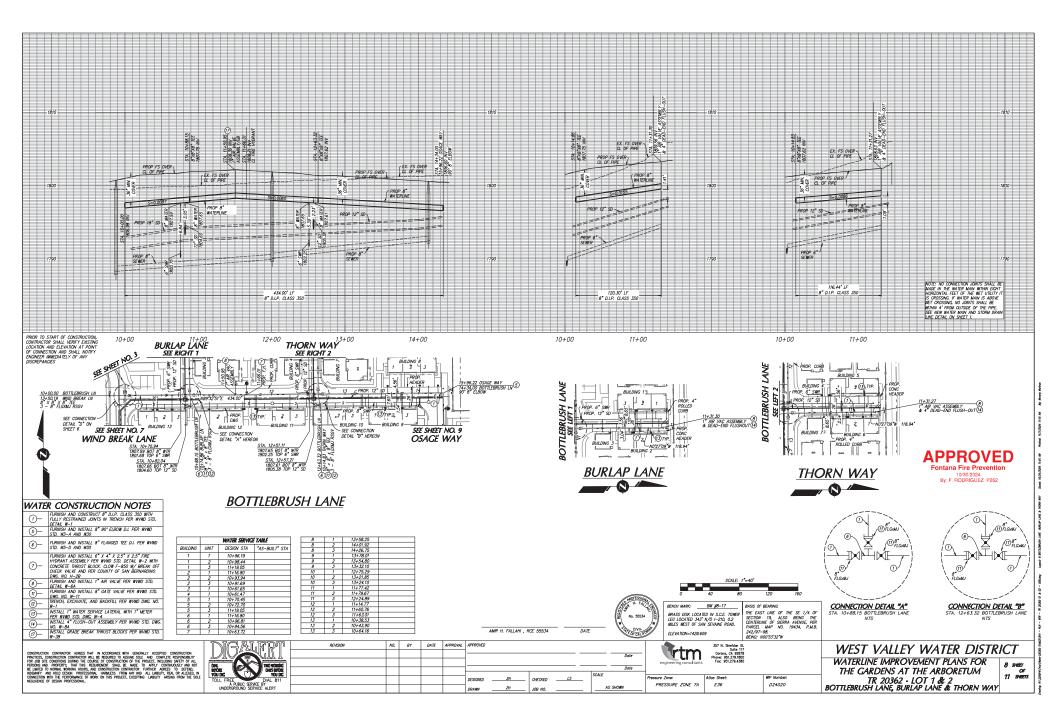


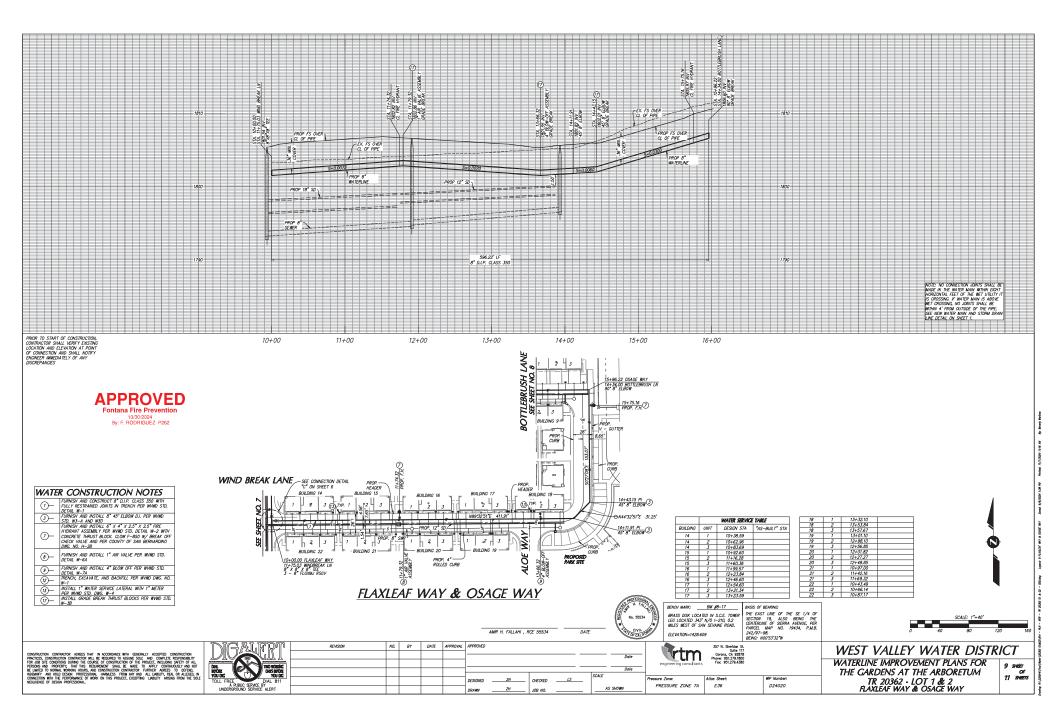


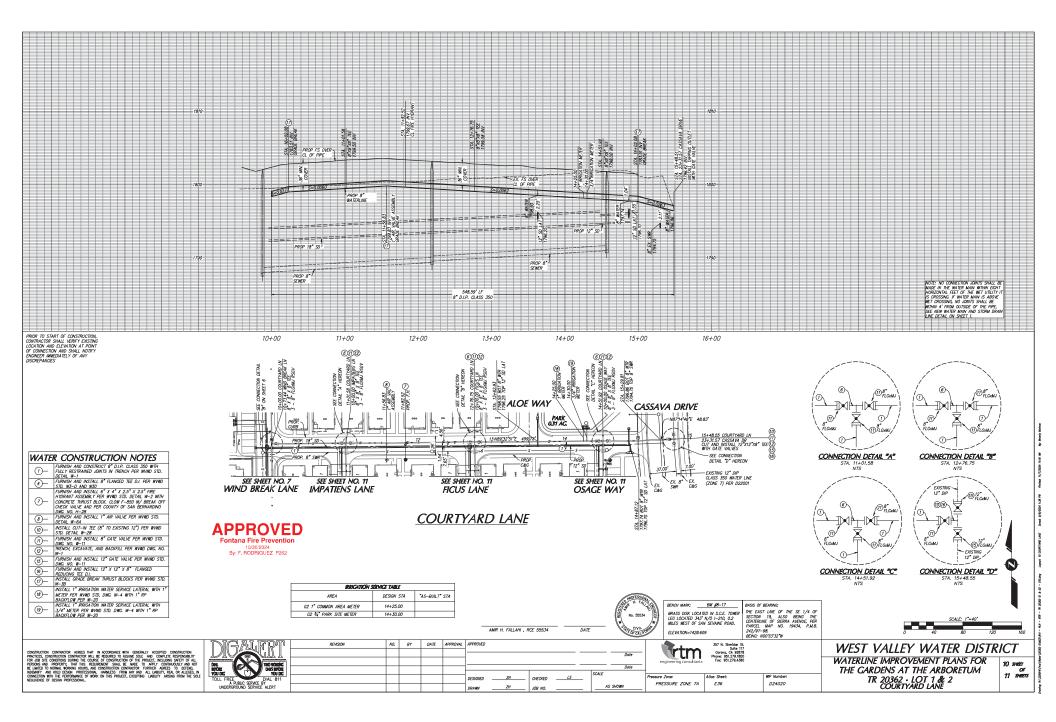


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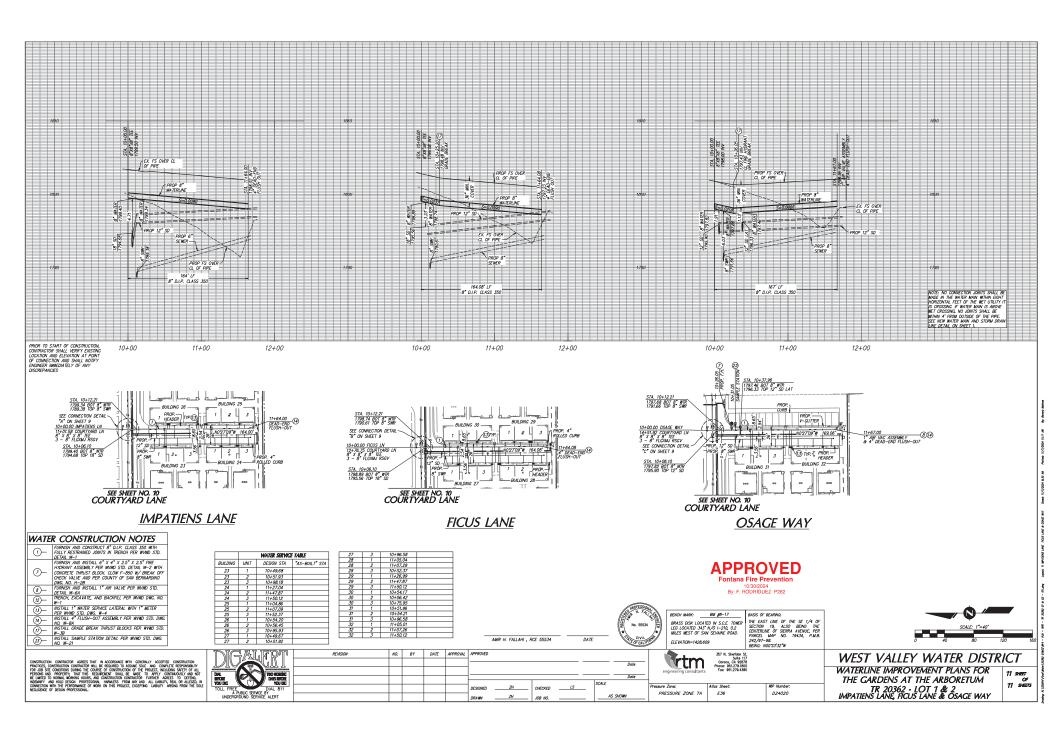


Exhibit C

FAITHFUL PERFORMANCE BOND

To WEST VALLEY WATER DISTRICT for Water System Installation in Accordance with Water Improvement Plans for TRACT#20362, Lots 1 & 2, PROJECT NAME Gardens at the Arboretum, APN# 1118-401-01, 1118-401-02, 11/15/2024. This premium charged on this bond is \$ 1,497,393.00 being at the rate of \$ 1,497,393.00 per thousand of the contract price. KNOW ALL MEN BY THESE PRESENTS:

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

DEVELOPER NAME: The New Home Company Southern California LLC ADDRESS: 15231 Laguna Canyon Rd. Ste 250 Irvine, CA 92618

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

TRACT#20362, Lots 1 & 2, PROJECT NAME Gardens at the Arboretum, APN# 1118-401-01, 1118-401-02 - Water System Installation in Accordance with Approved Water Improvement Plans for West Vally Water District Water Improvement Plans For TR 20362 Lots 1 & 2 in the City of Fontana/ Gardens at the Arboretum, dated 11/15/2024

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 (\$22,075.00) no/100 dollars (\$22,075.00) 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 _____, 2025.

ALL SIGNATURES MUST BE NOTARIZED

PRINCIPAL

DEVELOPER NAME The New Home Company Southern California LLC a Delaware Corporation

By: Noah Sourapas

Authorized Agent

(NOTARIZATION AND SEAL)

SURETY

(NOTARIZATION AND SEAL)



STAFF REPORT

DATE: January 16, 2025

TO: Board of Directors

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: IE Works Contract Renewal 2024/25

MEETING HISTORY:

10/09/24 Human Resources Committee

BACKGROUND:

Since 2021, the District has participated in the Jewish Vocational and Career Counseling Service ("JVS"), a nonsectarian 50l(c)(3) non-profit organization with respect to the IE Works Skilled Trades Internship Program. This program provides the opportunity for field instruction for students to integrate theory learned in the classroom and apply it in a professional setting while receiving the support of experienced staff. Since the inception of the program staff has provided the necessary training to twelve interns that successfully completed the training program. Three have been hired as Assistant Water System Operators and are gainfully employed. This is an example of the success this program which connects our skilled professionals with our communities to assist in the training of the next generation of water industry professionals.

DISCUSSION:

The program's purpose is to prepare individuals for careers in the Water Technology Industry. The internship program provides students to apply the classroom knowledge and gain hands on experience over a 12-week work program. Practical knowledge is gained through coursework completed at San Bernardino Vocational College and it is put into immediate use during the internship program. Interns will rotate through various departments to gain a better understanding of each of the responsibilities necessary to operate and maintain them. The program rotates them through the Water Maintenance, Meters, Water Treatment, Production and Water Quality Divisions.

Interns are expected to meet and follow West Valley Water District's rules and policies. Supervision is provided throughout the internship program. Supervisors evaluate the student's progress throughout the twelve (12) week program and certificates of completion are presented to interns once they complete the program.

JVS provided the IE Works 2024/25 Skilled Trades Internship Program agreement, which is attached as Exhibit "A".

FISCAL IMPACT:

Funds for the program are budgeted for FY 2024/25 in the amount not to exceed \$50,000 to cover the cost of the program, which is two thirds (2/3) of the hourly rate plus the membership cost.

REQUESTED ACTION:

Approve and adopt the IE Works 2024/25 Skilled Trades and Internship Program Agreement and authorize the General Manager to execute the agreement.

Attachments

JVS WVWD Internship MOU 2024-25 12.2024.pdf

Memorandum of Understanding Between West Valley Water District and Jewish Vocational and Career Counseling Service

The purpose of this Memorandum of Understanding ("MOU") is to describe the responsibilities of West Valley Water District, a California special district ("Employer"), and Jewish Vocational and Career Counseling Service ("JVS"), a non-sectarian 50l(c)(3) non-profit organization with respect to the IEWorks 2024-25 Skilled Trades Internship Program ("Program").

JVS and Employer agree to participate in the IEWorks 2024-25 Skilled Internship Program, the purpose of which is to offer students ("Interns") from community college trades programs a paid Internship with IEWorks signatory agencies. This program is designed to provide opportunities to enhance their classroom learning by obtaining practical real-world work experience at a water agency.

I. Employer agrees to do the following:

- A) Provide a primary point of contact for the Program as outlined above.
- B) Interview internship candidates or otherwise provide input to JVS on the selection of applicants before being assigned to the agency
- C) Provide worksites and supervision for hands-on, paid internship experience for up to six (6) Intern(s) at locations it deems appropriate.
- D) **Employer** will be responsible for signing off on timesheets from the third-party employer of record, Signature Staffing Resources. Signature Staffing Resources will pay the interns at the agreed upon rate, cover worker's comp, and handle all of the necessary taxes and employer reporting.
- E) Employer will reimburse JVS 66.67% of wages paid to the Intern(s) at \$21.61/hr. for a maximum of 30 hours/week so long as they remain employed. See Attachment A for details. This MOU shall not constitute a guarantee of employment for Interns through the End Date identified in Attachment A.
- F) Provide staff member(s) to serve as a supervisor for each Intern for the duration of the Program. An on-site supervisor(s) will be designated by **Employer** and will serve as a liaison between JVS and **Employer**.
- G) Promptly contact JVS if there are performance concerns about an Intern that jeopardizes the Internship placement or other serious concerns.
- H) Train, control, manage, and supervise each Intern during the duration of the Program
- I) Take all reasonable measures to ensure a safe worksite for the Intern(s) during the internship
- J) At the completion of each internship, submit an IEWorks Intern Evaluation Form, supplied by JVS.
- K) Participate in coordination, planning, and review meetings.
- L) Provide an estimate of In-Kind costs for supporting an intern in terms of planning, training, and supervision of an intern for 12 weeks.
- M) Promptly provide JVS with information about the status of each Intern at the conclusion of the scheduled internship, including an employment *'verification form'* if any Intern is retained for regular employment.

II. JVS agrees to do the following:

- A) Provide third party employer of record services though Signature Staffing Resources to cover all wages and administrative costs.
- B) Invoice the Employer for **66.67%** of all wages paid to the employee during the internship period.
- C) Provide a primary point of contact to coordinate all aspects of the Program described above including outreach, matching Interns with agencies, provide follow up services, and Program evaluation.
- D) Recruit, screen and refer to the employer for interviews Intern candidates who meet that criterion that **Employer** and JVS establishes.

III. All parties agree to the following:

- A) Participate in a joint meeting to discuss lessons learned after the Intern completes the internship at **Employer.**
- B) Defend, indemnify and hold the other party, its directors, officers, employees, volunteers and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the indemnifying party's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party its directors, officers, employees, volunteers and agents.

IV. Miscellaneous

- A) This MOU may be terminated by either party with 30 days' notice in writing of the intent to terminate. This agreement shall begin on December 5, 2024 and shall continue through June 30, 2025.
- B) The maximum amount of wages subsidized by JVS shall not exceed \$20,000.

We, the undersigned, agree to fulfill our responsibilities as detailed in this MOU.

West Valley Water District	JVS				
Signed:	Signed:				
Print Title: John Thiel	Print Name: Kathryn Beeley				
Title: General Manager	Title: Chief Operating Officer				
Date:	Date:				

Attachment A

2024-25 Skilled Trades Internship Program

Internship Assignment Description

Intern 1 Name: TBDBest Contact Info:Agency Name: West Valley Water DistrictBest Contact Info:Agency Point of Contact:Best Contact Info:Supervisor:Best Contact Info:JVS Point of Contact: Scott Goodellsgoodell@jvs.org, (415) 802-5576

Brief description of Internship assignment (ex. duties):

The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.

Primary location of Internship assignment: Rialto

Other locations of Internship assignment (if needed):

Term of Internship: 12 weeks

Internship Start Date:

Internship End Date:

Internship Schedule:

Hours per week (max 30 hrs.):

Wage: \$21.61/hr.

Employer of Record: Signature Staffing

Additional information:

Attachment A

2024-25 Skilled Trades Internship Program

Internship Assignment Description

Best Contact Info:

Best Contact Info:

Intern 2 Name: TBD

Agency Name: West Valley Water District

Agency Point of Contact:

Supervisor: Same as above

JVS Point of Contact: Scott Goodell

Brief description of Internship assignment (ex. duties):

The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.

Other locations of Internship assignment (if needed)

Primary location of Internship assignment: Rialto

Term of Internship: 12 weeks

Internship Start Date:

Internship End Date:

Internship Schedule:

Hours per week (max 30 hrs.):

Wage: \$21.61/hr.

Employer of Record: Signature Staffing

Additional information:

Attachment A

2024-25 Skilled Trades Internship Program

Internship Assignment Description

Intern 3 Name: TBD Agency Name: West Valley Water District Agency Point of Contact: Best Contact Info: Supervisor: Same as above JVS Point of Contact: Scott Goodell Best Contact Info:

Brief description of Internship assignment (ex. duties):

The internship program is designed to provide hands on, on-the-job training to facilitate the learning process and to further assists individuals with entering into the public water utility profession. Interns will take part in key learning objectives within operational departments including: Distribution, Meters, Production, Treatment, and Quality. Under close supervision by the Department Supervisor and/or designated employee, Interns will complete a variety of tasks throughout the District to gain knowledge, skills, and abilities in the proper operation and maintenance of a water facility.

Primary location of Internship assignment: Rialto

Term of Internship: 12 weeks

Primary location of Internship assignment: Rialto

Internship Start Date:

Internship End Date:

Internship Schedule:

Hours per week (max 30 hrs.):

Wage: \$21.61/hr.

Employer of Record: Signature Staffing

Additional information:



STAFF REPORT

DATE: January 16, 2025

TO: Board of Directors

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: New Position Water Conservation Specialist

MEETING HISTORY:

1/8/25 HR Committee

BACKGROUND:

On September 5, 2024, the Board authorized a Water Conservation Analyst position to assist with the expanding need for a dedicated water conservation position especially given the fast approaching and challenging water conservation regulations from the State of California known as "Conservation as a California Way of Life." The Water Conservation Analyst was opened for recruitment on an ongoing basis since September 2024 on an ongoing basis to seek and interview qualified candidates to fill the vacancy. However, the recruitment for the position did not render an ideal candidate that could fill the needs of the position.

DISCUSSION:

After careful consideration staff has determined that it is best to develop an entry level position that would provide an opportunity for candidates that have interest in this field but do not possess the minimum qualifications of the Water Conservation Analyst position. Therefore, staff recommends that the Water Conservation Analyst position be reclassified and changed to a Water Conservation Specialist. The job classification has been developed for the position (Exhibit "A"). As proposed, this position will report to the Director of Engineering and work closely with Public Outreach and Governmental Affairs.

The Water Conservation Specialist would be responsible for District-wide water conservation programming, assist in the oversight of current and future water supply, demand, and quality, assist in the preparation of technical reports and emergency response plans as required. The position is responsible for assisting in ensuring that water resources are managed with a vigorous conservation approach. Some key responsibilities of the position are as follows:

Conservation Strategies: Evaluate conditions, identify opportunities, and develop plans to increase water use efficiency, optimize water usage, and minimize water loss and water waste. Assess and address compliance with water conservation regulations and initiatives. Create, execute, and coordinate strategies to protect and conserve water resources and support the District's Water Resource Strategy.

Site Visits and Problem Identification: Physically visit locations with water-related issues to identify problems, potential causes, and possible solutions. This could involve assessing water quality, monitoring usage, and evaluating environmental impacts.

Advisory Role: Advise landowners (such as residential or businesses) on conservation plans, alternative solutions, and best practices. They also provide guidance to local governments and other stakeholders on water usage and conservation efforts.

Collaboration: Collaborate with various professionals to address water-related challenges and implement conservation measures. Coordinate District-wide efforts in water conservation including program development, implementation, and communication.

Works alongside the Public Outreach and Government Affairs Department to evaluate impacts of regulatory and state conservation compliance; providing recommendations and proposed actions and recommends and implements approved procedural changes as a result of regulatory changes.

The addition of this entry level position will provide an opportunity for interested candidates in this expanding field. The position would have a dedicated person to assist in addressing and adhering to water conservation regulations. The position will assume the essential duties as set forth in the job description attached as exhibit "A".

Staff prepared the Water Conservation Specialist job description, which reflects the current requirements, duties, and responsibilities of the position. The established and adopted annual salary range for the classifications is as follows:

• Water Conservation Specialist Range 127 - \$75,251 - \$106,316

The re-organizational changes requested is to add the Water Conservation Specialist position by one additional full-time position and to remove/deactivate the Water Conservation Analyst from the District's Job Classification List.

The above information was presented to the Human Resources Committee on January 8, 2025, which then referred this item to the full Board.

FISCAL IMPACT:

There is no fiscal impact. This position is already authorized and funded in FY 2024/25 Budget.

REQUESTED ACTION:

Approve the job description and salary range for the Water Conservation Specialist.

Attachments

<u>Water Conservation Specialist final HS Board .pdf</u> 2024-2025 Salary Schedule 1.16.2025 Authorized Positions.pdf</u>



Water Conservation Specialist

Department/Division:	Engineering
Reports To:	Director of Engineering
Provides Direction To:	Not Applicable
FLSA Exemption Status:	Non-Exempt
Effective Date:	January 16, 2025

GENERAL PURPOSE

Under direct supervision from the Director of Engineering, to perform a wide variety of professional, technical and analytical activities in support of the District's water conservation and efficiency programs, including administering, developing, executing, evaluating, and monitoring said programs.

DISTINGUISHING CHARACTERISTICS

This classification is responsible for performing a variety of professional level duties in support of the District's water conservation and efficiency programs. Incumbents at this level exercise judgment and initiative in their assigned tasks and are fully aware of the operating procedures and policies of the work unit.

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.

- Develops, recommends, and implements conservation/efficiency policies, ordinance provisions, programs and initiatives including retrofit and demonstration programs in conformance with state and local regulations and ordinances.
- Works alongside the Public Outreach and Government Affairs Department to evaluate impacts of regulatory and state conservation compliance; providing recommendations and proposed actions and recommends and implements approved procedural changes as a result of regulatory changes.
- Prepares and submits various routine and non-routine reports to state and federal regulatory agencies including compliance reports, usage reports, and monitoring reports.
- Writes technical reports, correspondence, and other materials; gathers and evaluates data; enters survey information for tracking and reporting purposes.
- Works with other District staff to formulate methods and approaches for addressing community and agency concerns; follows up to ensure that concerns and needs are responded to; speaks before meetings in public forums; takes proactive steps to build positive relationships with key stakeholders.
- Coordinates and schedules on-site surveys and inspections for indoor and outdoor water use practices; makes recommendations for improving water use efficiency; confers with customers and property owner to identify and discuss conservation opportunities in landscape irrigation and commercial and industrial processes; provides watering

schedules and information about low-water use plants and efficient watering practices; provides information to customers about outdoor water use; Assists in drafting written reports to customers outlining suggestions for improving water use efficiency.

- Reviews and comments on compliance requirements during facility design process; participates in design meetings, document review, and contractor submittals pertaining to compliance; tracks construction timelines for initiation of compliance related activities.
- Assists in the development, submission of grant applications and proposals to secure water efficiency and conservation program funding; prepares applications for national and state awards for District programs and projects; represents the District on state-wide task forces and with other industry groups on water efficiency/conservation matters.
- Develops and maintains working relationships with agencies on efficiency and conservation matters; builds and maintains relationships with cities, school districts, homeowners' groups, local businesses and other community organizations to assist in furthering water efficiency and conservation efforts; confers with representatives of the landscape profession, other utilities, industry association, manufactures and vendors of water devices as necessary to obtain and provide technical information.
- Provides insight to staff in District departments on compliance issues and process changes as needed. May serve on a variety of District committees and task forces.
- Maintains prompt and regular attendance.
- Performs other related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

- Water industry and public sector including structure and governance of special districts and general understanding of water services.
- Applicable federal, state, and local laws, codes, and ordinances relevant to the area(s) of responsibility.
- Basic understanding of water principles and their application to landscape water management and the types and characteristics of water conserving plants, landscape designs, soils, turf grasses and irrigation systems.
- Principles and practices of public speaking, event planning and scheduling, promotions, and logistics.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors and District staff.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

Ability to:

- Market, organize and conduct effective water efficiency and water auditing programs.
- Effectively speak at education and community events demonstrating proficiency of water efficiency programs; operate audio-visual equipment.
- Research, develop and implement water efficiency and associated programs and secure funding through grant applications.
- Analyze customer water use problems and make practical independent decisions and recommendations based on specifics found.
- Prepare clear, concise, and comprehensive reports, memoranda, correspondence, and standard operating procedures.

Water Conservation Specialist

- Develop and maintain knowledge of proper plants and landscapes for Southern California and irrigation systems and practices, including but not limited to weather-based controllers, irrigation distribution systems and low water landscapes.
- Organize work, set priorities, meet critical deadlines and follow-up on assignments, exercise sound judgement.
- Effectively use computer systems, software applications relevant to work performed and modern business equipment to perform a variety of work tasks.
- Perform research on a diverse range of topics.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.

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: Associate degree with major coursework in business administration, public administration, physical science, environmental science, horticulture, or a related field. A bachelor's degree and experience in a public agency are preferred.

And

Experience: One (1) year of responsible experience in water use efficiency/conservation related discipline.

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.

Possession of an AWWA Water Use Efficiency Practitioner certificate is highly desirable.

In accordance with California Government Code Section 3100, West Valley Water District employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL DEMANDS 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 job, the incumbent is regularly required to use hands to finger, handle, feel or operate objects, tools or controls; perform repetitive movements with hands, and reach with hands and arms. Incumbent frequently is required to walk and stand, talk or hear; sit or balance, stoop, kneel, crouch or crawl. The incumbent must occasionally lift and/or move up to twenty-five (25) pounds. See in the normal visual range with or without correction; vision sufficient to read printed documents. Specific vision abilities required by this job include close vision,

distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus. Hear in the normal audio range with or without correction.

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.

WEST VALLEY WATER DISTRICT JOB CLASSIFICATIONS - EFFECTIVE 01/16/2025

			Annual	Exempt	
Job Classification Title	Job Classification Title Range No Minimum		Minimum	Maximum	Y = Yes N = No
GIS Student Intern (Limited Term <1000 Hours)	107	\$	22.07		N
Student Intern (Limited Term <1000 Hours)	107	\$	22.07		N
Field Assistant (Limited Term < 1000 Hours)	107	\$	22.07		N
Customer Service Representative I	112	\$	51,957	\$ 73,408	N
Meter Services Operator Assistant	112	\$	51,957	\$ 73,408	N
Customer Service Representative II	116	\$	57,346	\$ 81,028	N
Water Distribution Operator Assistant	116	\$	57,346	\$ 81,028	N
Meter Services Operator I	116	\$	57,346	\$ 81,028	N
Accounting Specialist I-Billing	119	\$	61,750	\$ 87,259	Ν
Accounting Specialist I-Accounts Payable	119	\$	61,750	\$ 87,259	N
Customer Service Representative III	120	\$	63,295	\$ 89,440	N
Water Distribution Operator I	120	\$	63,295	\$ 89,440	N
Meter Services Operator II	120	\$	63,295	\$ 89,440	N
Administrative Specialist	120	\$	63,295	\$ 89,440	N
Accounting Specialist II-Billing	121	\$	64,879	\$ 91,676	N
Accounting Specialist II-Accounts Payable	121	\$	64,879	\$ 91,676	Ν
Support Services Specialist I	122	\$	66,501	\$ 93,968	N
Water Production Operator I	122	\$	66,501	\$ 93,968	Ν
Payroll Specialist	123	\$	68,162	\$ 96,317	N
Accounting Specialist III-Billing	123	\$	68,162	\$ 96,317	N
Customer Service Lead	124	\$	69,862	\$ 98,725	N
Development Coordinator I	124	\$	69,862	\$ 98,725	N
Engineering Inspector I	124	\$	69,862	\$ 98,725	Ν
Water Treatment Operator I	124	\$	69,862	\$ 98,725	Ν
Water Distribution Operator II	124	\$	69,862	\$ 98,725	Ν
Meter Services Operator III	124	\$	69,862	\$ 98,725	N
Cross-Connection Technician	124	\$	69,862	\$ 98,725	Ν
Accounting Specialist Lead-Billing	126	\$	73,416	\$ 103,723	Ν
Water Production Operator II	126	\$	73,416	\$ 103,723	N
Electrical and Instrument Technician	126	\$	73,416	\$ 103,723	N
Public Outreach And Government Affairs Representative I	127	\$	75,251	\$ 106,316	N
Water Conservation Specialist	127	\$	75,251	\$ 106,316	N
Support Services Specialist II	128	\$	77,124	\$ 108,974	N
Facilities Maintenance Technician	128	\$	77,124	\$ 108,974	N
Development Coordinator II	128	\$	77,124	\$ 108,974	Ν
Engineering Inspector II	128	\$	77,124	\$ 108,974	N
Water Treatment Operator II	128	\$	77,124	\$ 108,974	N
Water Distribution Operator III	128	\$	77,124	\$ 108,974	Ν
Lead Meter Services Operator	128	\$	77,124	\$ 108,974	Ν
Water Quality Specialist	128	\$	77,124	\$ 108,974	Ν
Cross-Connection Control Specialist	128	\$	77,124	\$ 108,974	Ν
Executive Assistant I	128	\$	77,124	\$ 108,974	Ν

WEST VALLEY WATER DISTRICT JOB CLASSIFICATIONS - EFFECTIVE 01/16/2025

		Annual Salary				Exempt
Job Classification Title	Range No	1	Minimum	Ν	1aximum	Y = Yes N = No
Assistant Engineer	129	\$	79,056	\$	111,699	N
Human Resources Specialist	129	\$	79,056	\$	111,699	N
* Human Resources Specialist	Y			\$	117,894	N
Water Production Operator III	130	\$	81,026	\$	114,491	N
Accountant	131	\$	83,054	\$	117,353	N
Purchasing Analyst	131	\$	83,054	\$	117,353	N
Public Outreach And Government Affairs Representative II	131	\$	83,054	\$	117,353	N
Development Coordinator III	132	\$	85,140	\$	120,287	N
Engineering Inspector III	132	\$	85,140	\$	120,287	N
Water Treatment Operator III	132	\$	85,140	\$	120,287	N
Electrical Instrumentation and Control Specialist	132	\$	85,140	\$	120,287	N
Lead Water Distribution Operator	132	\$	85,140	\$	120,287	N
Information Technology Specialist	132	\$	85,140	\$	120,287	N
Human Resources Analyst	133	\$	87,265	\$	123,294	N
Lead Water Production Operator	134	\$	89,447	\$	126,377	N
Executive Assistant II - Confidential	134	\$	89,447	\$	126,377	N
Senior Public Outreach And Government Affairs Representative	135	\$	91,668	\$	129,536	Ŷ
Lead Water Treatment Operator	136	\$	93,967	\$	132,775	N
Associate Engineer	137	\$	96,323	\$	136,094	Y
Customer Service Supervisor	138	\$	98,718	\$	139,496	Y
Support Services Supervisor	138	\$	98,718	\$	139,496	Y
Development Services Supervisor	138	\$	98,718	\$	139,496	Y
Water Quality Supervisor	138	\$	98,718	\$	139,496	Y
GIS Administrator	140	\$	103,721	\$	146,558	Y
Chief Water Systems Operator-Distribution And Meter Services	140	\$	103,721	\$	146,558	Y
Board Secretary	140	\$	103,721	\$	146,558	Y
Information Technology Administrator	140	\$	103,721	\$	146,558	Y
Chief Water Systems Operator-Production	142	\$	108,974	\$	153,978	Y
Associate Engineer With P.E.	143	\$	111,698	\$	157,827	Y
Chief Water Systems Operator-Treatment	144	\$	114,499	\$	161,773	Y
Senior Engineer	149	\$	129,545	\$	183,031	Y
* Senior Engineer	Y			\$	188,947	Y
Business Systems Manager	152	\$	139,492	\$	197,105	Y
Public Outreach And Government Affairs Manager	152	\$	139,492	\$	197,105	Y
Finance Manager	156	\$	153,978	\$	217,567	Y
Director Of Technical Services	156	\$	153,978	\$	217,567	Y
Human Resources And Risk Manager	156	\$	153,978	\$	217,567	Y
Director Of Engineering	160	\$	169,971	\$	240,153	Y
Director of Operations	160	\$	169,971	\$	240,153	Y
Chief Financial Officer	164	\$	187,605	\$	265,084	Y
Assistant General Manager	168	\$	207,075	\$	292,603	Y
General Manager	GM	\$	292,603	\$	331,053	Y

WEST VALLEY WATER DISTRICT JOB CLASSIFICATIONS - EFFECTIVE 01/16/2025

		Annual	Exempt	
Job Classification Title	Range No	Minimum	Maximum	Y = Yes N = No
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/15/2023			\$ 206.38	
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/15/2	024		\$ 216.70	

* =Y-Rate (base salary is set above the maximum for the range assigned)



STAFF REPORT

DATE: January 16, 2025

TO: Board of Directors

FROM: Socorro Pantaleon, Public Outreach & Government Affairs Manager

SUBJECT: Legislative Principles 2025

MEETING HISTORY:

09/14/24 Board of Directors Legislative Workshop 09/30/24 External Affairs Committee 10/15/24 Policy and Oversight Committee 11/20/24 Policy and Oversight Committee

BACKGROUND:

West Valley Water District (WVWD) is committed to working with stakeholders and representatives in Sacramento and Washington, D.C. to effectively communicate legislative priorities and support our mission to provide ratepayers with safe, high quality and reliable water service at a reasonable rate. The policy's purpose is to guide District officials and staff in considering legislative or regulatory proposals that are likely to impact the District. The purpose of identifying Legislative principles is to provide clear direction to District staff regarding monitoring and acting upon bills during state and federal legislative sessions. Adherence to the Legislative Principles will ensure that legislative request and responses will be administered consistently with "one voice".

DISCUSSION:

To be effective and engaged these guiding principles will allow staff in coordination with our State and Federal Lobbyist to in a timely and effectively manner respond to legislative alerts from ACWA, CSDA and other advocacy groups to be a voice in the water industry. The overall strategy for the 2024-2025 legislative session is to ensure and enhance WVWD's operations and efficiency through the support or opposition of relevant legislation or policy initiatives. The review of the legislative principles take into consideration: best practices, legislative advocacy norms and lobbyist contract scope. Staff worked with our state lobbyist (California Strategies) to ensure that the priorities within this document align with the district's strategic plan.

- September 30, 2024 the External Affairs Committee supported Version 1 (Exhibit A) of the Legislative Principles that reflect industry norms for best advocacy practice.
- November 20, 2024, Policy Committee and Oversight recommended Version 2 (Exhibit B), that requires Board of Directors approve all legislative positions and for the Public Outreach and Government Affairs team to work with the Board Secretary to schedule special meetings if there is legislative matters that require timely action.

Staff has created:

- Legislative Road Map (Exhibit C)
- External Affairs Committee Legislative Principles Road Map (Exhibit D)
- Policy and Oversight Committee Legislative Principles Road Map (Exhibit E)

FISCAL IMPACT:

There is no fiscal impact associated with this item.

REQUESTED ACTION:

Approve Version 1 or Version 2 of the Legislative Principles for 2025.

Attachments

Exhibit A - 2025 Legislative Principles - External Affairs

Exhibit B - 2025 Legislative Principles - Policy and Oversight

Exhibit C - Legislative Principles Road Map

Exhibit D - External Affairs Committee - Legislative Principles Road Map

Exhibit E - Policy and Oversight Committee - Legislative Principles Road Map

EXHIBIT A

WVWD 2025 Legislative Principles

Title	Content	Comments
Introduction	West Valley Water District (WVWD) recognizes the importance of an active legislative program to protect and advocate for the interests of its customers in a timely matter. This program aims to address the challenges posed by proposed legislation, define desired outcomes, and determine positions on issues impacting the region that align with our strategic plan adopted by the district.	
	Developed by Public Outreach and Government Affairs in conjunction with, Lobbyist, management and the Board of Directors, this document strives to cover the District's anticipated needs and its positions for the legislative term.	
	By adopting this platform, West Valley Water District's Board of Directors sets a clear direction for staff to adopt official district positions on clearly stated legislative issues throughout the year. By doing this, the legislative approval process is streamlined by receiving clear direction at the beginning of the legislative session from the Board on pertinent legislative issues.	
	On both federal and state levels, West Valley may support legislative proposals, policies, and regulatory actions that are consistent with the Platform. WVWD may oppose those legislative proposals, policies, and regulatory actions that are inconsistent with Platform. In cases where a legislative proposal, policy, or regulatory action is not a priority for WVWD but may affect the water industry, WVWD may choose to take a "watch" position.	
	Any legislative positions and/or actions that are deemed as potentially "controversial" by the General Manager will be presented to the Board for further action. Generally, WVWD will not address matters that are not pertinent to West Valley's services, such as social or international issues. Items not addressed in the Platform or Priorities may require further Board direction.	
	For proposed legislation, consistent with West Valley's Legislative Platform, WVWD staff shall be authorized to prepare position letters for the General Manager's signature. The General Manager or the Government Affairs Manager will inform the Board of Directors of WVWD's actions as soon as possible or at the following meeting of the External Affairs Committee on advocacy efforts.	
	There may be issues that arise that are not addressed in this platform or on which the Board may change its position. It is anticipated that staff will continue to interact with the Board to ensure the iterative process necessary to ensure that the advocacy needs of WVWD are met.	
	Throughout the year, the Board may also take additional steps to direct staff to oppose or support policy initiatives as they arise.	

	DISTRICT ROLES	
Board of	Participates in meetings with legislators, agency representatives, and other stakeholders on behalf of WVWD.	
Directors	Review and advise on adopting a legislative platform for the incoming legislative year	
	Refrain from taking policy positions on behalf of WVWD, unless adopted by the full Board. Directors can take positions as private citizens of the community.	
General	Maintain a list of proposed legislation that may affect WVWD, its customers, and stakeholders.	
Manager and Public Outreach and Government	Monitor bills and work with associations such as, but not limited to: Association of California Water Agencies (ACWA), California Special Districts Association (CSDA), American Water Works Association (AWWA), California Municipal Utilities Association (CMUA), California Water Efficiency Partnership (CalWEP), Southern California Water Coalition (SCWC) and local water agencies.	
Affairs Staff	Work with our wholesale and local retail agencies to advocate on behalf of the needs of the region.	
	Submit letters and give direction to lobbyists to advocate on behalf of WVWD in a timely manner.	
	Participate in weekly meetings with lobbyists and other stakeholders.	
	Establish relationships with stakeholders, legislators, staff and others on behalf of WVWD's advocacy efforts.	
Lobbyists	Provide regular reports to staff and members of the external affairs committee on appropriate bills.	
	Advise staff on State and Federal legislation, relevant budget impacts, funding opportunities, and issues that directly or indirectly impact WVWD in a timely manner.	
	As necessary, attend hearings and provide testimony on behalf of WVWD, as directed by staff.	
	Maintain relationships with legislators, stakeholders and staff on behalf of WVWD.	
	Maintain regular meetings with WVWD.	
	Provide End of the Year update to WVWD Board of Directors.	
Summary of	When considering legislative or regulatory proposals, the Board may support or oppose based on the adopted policy principles.	
the positions considered by WVWD staff	Actions that can be taken:	[

and Board of Directors	• SUPPORT : This position reflects the District's interest in seeing the legislation become law. District staff and legislative advocates will work for passage of the bill in its present form.	
	• SUPPORT IF AMENDED : This is an affirmative position that suggests conditional support for a measure, but only if it is amended to incorporate specific amendments that directly address District priorities. Staff and legislative advocates will not advocate in support of the legislation unless it is amended as requested by the District.	
	 WATCH: Take no action but monitor the bill to see if any amendments are added that may impact the District. OPPOSE UNLESS AMENDED: This is a position that suggests conditional opposition to a measure, unless it is amended to incorporate specific amendments that directly address District priorities. District staff and legislative advocates will not advocate in opposition to the legislation if it is amended as requested by the District. OPPOSE: This position reflects the District's interest in defeating the legislation. WVWD staff and legislative advocates will work for defeat of the measure in its present form and will not pursue amendments to address the measure's shortcomings. 	

WVWD 2024-2025 Legislative Priorities

<mark>Legislative</mark> Priority	Content	Link to Strategic Plan	Comments
Water Supply Reliability	Support measures to expand surface and groundwater supply. Support legislation that enhances water reliability for the region and to the water supplies of West Valley Water District.	Manage and Deliver a Safe, Reliable, and Sustainable Water Supply	
	Support funding, resources, and projects that promote sustainability and resiliency.		
	Advocate for projects and initiatives that secure long-term water resources, including infrastructure improvements and new water sources.		
Water-Use Efficiency	Support legislation that encourages attainable water efficiency standards & best practices.	Manage and Deliver a Safe, Reliable, and Sustainable Water	
Enterency	Support funding for cost-effective water use efficiency and conservation measures.	Supply	

	Support the implementation of advanced water technologies and practices that reduce water usage.		
	Support public awareness campaigns to educate customers about the importance of water conservation.		
Local Control	Support legislation that is beneficial to Special Districts.	Develop and Grow Effective Communication and Advocacy	
	Support legislation that expands options for local supply development.	Practices	
	Oppose a "public goods charge" or "water tax" on public water agencies or their customers.		
	Oppose measures that may impede the district's ability to maintain day-to-day operations.		
	Support legislative and regulatory efforts that minimize cost impacts of new or expanded regulations and discourage measures that impose an undue burden on customers.		
	Oppose legislation that pushes for a "one-size fits all" policy		
Strategic Partnership and Coalition Building	Promote collaboration with local, state, and federal agencies to achieve common goals and address shared challenges.	Strengthen Partnerships with Outside Agencies	
Coantion Dunung	Support initiatives that foster partnerships with other water districts, community organizations, and stakeholders.		
	Advocate for policies that encourage resource sharing and joint projects to improve regional water management and service delivery.		
Workforce	Support legislation that creates workforce and training opportunities in the water industry.	Be an Exemplary Employer	
	Support legislation that addresses economic equity across the water/wastewater industry and encourages more protected class inclusion.		
	Support regional efforts/programs that strengthen the water industry and its workforce.		
Diversity, Equity, Inclusion	Endorse initiatives that promote diversity, equity, and inclusion within the water industry and community.	Public Trust & Integrity	
	Advocate for investments and funding allocations that promote a fair and equitable funding process for the public, ensuring diversity and equity considerations for disadvantaged communities.		

	1	
	Support policies that ensure equitable access to water services for all customers, regardless of background or socioeconomic status.	
	Advocate for representation and inclusion of diverse voices in decision-making processes.	
Transparency	Support legislation that allows for greater public access to public meetings.	Public Trust and Integrity
	Support measures that encourage the streamlining of processes to respond to public records requests.	
	Support measures that protect and advance local governance and transparency.	
	Advocate for practices that build trust and accountability between WVWD and its customers.	
Advancing District initiatives	Protect local revenue sources and reserve funds.	Effective Financial Stewardship
District initiatives	Maintain local government control over the rate-setting process.	Sound Planning, Innovation,
	Prioritize cybersecurity to protect sensitive information and ensure compliance with legislative regulations related to data privacy and security.	and Best Practices
	Use Information Technology (IT) tools to facilitate collaboration and communication within the district and with external stakeholders.	
	Embrace digital transformation initiatives to modernize processes and improve service delivery to our customers.	
Water- Energy Nexus	Support funding opportunities for investment in backup energy storage and other infrastructure needs to prepare public agencies to address Public Safety Power Shutoff (PSPS) events.	Sound Planning, Innovation, and Best Practices
	Support preparation for broader deployment of zero-emission fleet vehicles and support efforts to manage energy use.	Health, Safety, and Regulatory Compliance
Access to Safe Affordable Drinking Water	Support sensible, long-term solutions to assist disadvantaged communities with reliable access to safe, affordable drinking water.	Manage and Deliver a Safe, Reliable, and Sustainable Water
Drinking water	Oppose measures that impose fees on drinking water that would increase cost.	Supply
Water Quality	Support measures that promote innovative technologies.	Manage and Deliver a Safe,
	Support measures that promote advanced water technologies and practices that reduce water usage.	Reliable, and Sustainable Water Supply
		Health, Safety, and Regulatory Compliance

	Support measures that promote environmental stewardship, consistent with District's mission and water rights.
	Support sound science & transparent regulatory processes in establishing drinking water standards.
	Advocate for funding and resources to address emerging contaminants and improve water treatment processes.
	Promote policies that protect water sources from pollution and degradation.
Customer Connection	Support initiatives that improve communication and responsiveness to customer needs and concerns. Superior Customer Service
	Support initiatives that promote water awareness campaigns in the region to educate our customers on the value of water.
	Advocate for the implementation of technologies and practices that streamline customer interactions and service delivery.

EXHIBIT B

WVWD 2025 Legislative Principles

Title	Content	Comments
Introduction	West Valley Water District (WVWD) recognizes the importance of an active legislative program to protect and advocate for the interests of its customers in a timely matter. This program aims to address the challenges posed by proposed legislation, define desired outcomes, and determine positions on issues impacting the region that align with our strategic plan adopted by the district.	
	Developed by Public Outreach and Government Affairs in conjunction with, Lobbyist, management and the Board of Directors, this document strives to cover the District's anticipated needs and its positions for the legislative term.	
	By adopting this platform, West Valley Water District's Board of Directors sets a clear direction for staff to recommend official district positions on clearly stated legislative issues throughout the year.	
	On both federal and state levels, West Valley may support legislative proposals, policies, and regulatory actions that are consistent with the Platform. WVWD may oppose those legislative proposals, policies, and regulatory actions that are inconsistent with Platform. In cases where a legislative proposal, policy, or regulatory action is not a priority for WVWD but may affect the water industry, WVWD may choose to take a "watch" position.	
	These principles lay out a collaborative approach to managing our local ground water, water resources, and water infrastructure and allows WVWD to advocate on behalf of its customers to ensure long-term resilience and reliability for the communities we serve.	
	Once adopted, staff will use this document to recommend bill positions to the Board for their approval and direct advocacy for these priorities and principles at the state and federal level.	
	ALL position will be taken to the Board of Directors at the regular scheduled meeting for approval.	
	In some cases, legislative positions of the District are required prior to a scheduled Board of Directors meeting. In times where action is required prior to a scheduled Board of Directors meeting, the Board Secretary will work with the board of directors to plan a "special board meeting" to address the policy and ensure that we are engaging in important legislative matters in timely manner.	
	DISTRICT ROLES	
Board of Directors	Participates in meetings with legislators, agency representatives, and other stakeholders on behalf of WVWD.	
Directors	Review and advise on adopting a legislative platform for the incoming legislative year.	
	Refrain from taking policy positions on behalf of WVWD, unless adopted by the full Board. Directors can take positions as private citizens of the community.	
General Manager and	Maintain a list of proposed legislation that may affect WVWD, its customers, and stakeholders.	

Public Outreach and Government Affairs Staff	Monitor bills and work with associations such as, but not limited to: Association of California Water Agencies (ACWA), California Special Districts Association (CSDA), American Water Works Association (AWWA), California Municipal Utilities Association (CMUA), California Water Efficiency Partnership (CalWEP), Southern California Water Coalition (SCWC) and local water agencies. Work with our wholesale and local retail agencies to advocate on behalf of the needs of the region. Submit letters and give direction to lobbyists to advocate on behalf of WVWD in a timely manner. Participate in weekly meetings with lobbyists and other stakeholders. Establish relationships with stakeholders, legislators, staff and others on behalf of WVWD's advocacy efforts.	
Lobbyists	 Provide regular reports to staff and members of the external affairs committee on appropriate bills. Advise staff on State and Federal legislation, relevant budget impacts, funding opportunities, and issues that directly or indirectly impact WVWD in a timely manner. As necessary, attend hearings and provide testimony on behalf of WVWD, as directed by staff. Maintain relationships with legislators, stakeholders and staff on behalf of WVWD. Maintain regular meetings with WVWD. Provide End of the Year update to WVWD Board of Directors. 	
Summary of the positions considered by WVWD staff and Board of Directors	 When considering legislative or regulatory proposals, the Board may support or oppose based on the adopted policy principles. Actions that can be taken: SUPPORT: This position reflects the District's interest in seeing the legislation become law. District staff and legislative advocates will work for passage of the bill in its present form. SUPPORT IF AMENDED: This is an affirmative position that suggests conditional support for a measure, but only if it is amended to incorporate specific amendments that directly address District priorities. Staff and legislative advocates will not advocate in support of the legislation unless it is amended as requested by the District. WATCH: Take no action but monitor the bill to see if any amendments are added that may impact the District. OPPOSE UNLESS AMENDED: This is a position that suggests conditional opposition to a measure, unless it is amended to incorporate specific amendments that directly address District priorities. District staff and legislative advocates will not advocate in opposition to the legislation if it is amended as requested by the District. OPPOSE: This position reflects the District's interest in defeating the legislation. WVWD staff and legislative advocates will work for defeat of the measure in its present form and will not pursue amendments to address the measure's shortcomings. 	

WVWD 2024-2025 Legislative Priorities

Legislative Priority	Content	Link to Strategic Plan	Comments
Water Supply Reliability	Support measures to expand surface and groundwater supply.	Manage and Deliver a Safe, Reliable, and Sustainable Water	
	Support legislation that enhances water reliability for the region and to the water supplies of West Valley Water District.	Supply	
	Support funding, resources, and projects that promote sustainability and resiliency.		
	Advocate for projects and initiatives that secure long-term water resources, including infrastructure improvements and new water sources.		
Water-Use Efficiency	Support legislation that encourages attainable water efficiency standards & best practices.	Manage and Deliver a Safe, Reliable, and Sustainable Water	
	Support funding for cost-effective water use efficiency and conservation measures.	Supply	
	Support the implementation of advanced water technologies and practices that reduce water usage.		
	Support public awareness campaigns to educate customers about the importance of water conservation.		
Local Control	Support legislation that is beneficial to Special Districts.	Develop and Grow Effective Communication and Advocacy	
	Support legislation that expands options for local supply development.	Practices	
	Oppose a "public goods charge" or "water tax" on public water agencies or their customers.		
	Oppose measures that may impede the district's ability to maintain day-to-day operations.		

	Support legislative and regulatory efforts that minimize cost impacts of new or expanded regulations and discourage measures that impose an undue burden on customers.		
	Oppose legislation that pushes for a "one-size fits all" policy		
Strategic Partnership and Coalition Building	Promote collaboration with local, state, and federal agencies to achieve common goals and address shared challenges.	Strengthen Partnerships with Outside Agencies	
	Support initiatives that foster partnerships with other water districts, community organizations, and stakeholders.		
	Advocate for policies that encourage resource sharing and joint projects to improve regional water management and service delivery.		
Workforce	Support legislation that creates workforce and training opportunities in the water industry.	Be an Exemplary Employer	
	Support legislation that addresses economic equity across the water/wastewater industry and encourages more protected class inclusion.		
	Support regional efforts/programs that strengthen the water industry and its workforce.		
Diversity, Equity, Inclusion	Endorse initiatives that promote diversity, equity, and inclusion within the water industry and community.	Public Trust & Integrity	
	Advocate for investments and funding allocations that promote a fair and equitable funding process for the public, ensuring diversity and equity considerations for disadvantaged communities.		
	Support policies that ensure equitable access to water services for all customers, regardless of background or socioeconomic status.		
	Advocate for representation and inclusion of diverse voices in decision-making processes.		
Transparency	Support legislation that allows for greater public access to public meetings.	Public Trust and Integrity	
	Support measures that encourage the streamlining of processes to respond to public records requests.		
	Support measures that protect and advance local governance and transparency.		
Advancing District initiatives	Advocate for practices that build trust and accountability between WVWD and its customers. Protect local revenue sources and reserve funds.	Effective Financial Stewardship	

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	Maintain local government control over the rate-setting process.	Sound Planning, Innovation, and Best Practices
	Prioritize cybersecurity to protect sensitive information and ensure compliance with legislative regulations related to data privacy and security.	
	Use Information Technology (IT) tools to facilitate collaboration and communication within the district and with external stakeholders.	
	Embrace digital transformation initiatives to modernize processes and improve service delivery to our customers.	
Water- Energy Nexus	Support funding opportunities for investment in backup energy storage and other infrastructure needs to prepare public agencies to address Public Safety Power Shutoff (PSPS) events.	Sound Planning, Innovation, and Best Practices
	Support preparation for broader deployment of zero-emission fleet vehicles and support efforts to manage energy use.	Health, Safety, and Regulatory Compliance
Access to Safe Affordable Drinking Water	Support sensible, long-term solutions to assist disadvantaged communities with reliable access to safe, affordable drinking water.	Manage and Deliver a Safe, Reliable, and Sustainable Water Supply
	Oppose measures that impose fees on drinking water that would increase cost.	
Water Quality	Support measures that promote innovative technologies. Support measures that promote advanced water technologies and practices that reduce water usage.	Manage and Deliver a Safe, Reliable, and Sustainable Water Supply
	Support measures that promote environmental stewardship, consistent with District's mission and water rights.	Health, Safety, and Regulatory Compliance
	Support sound science & transparent regulatory processes in establishing drinking water standards.	
	Advocate for funding and resources to address emerging contaminants and improve water treatment processes.	
	Promote policies that protect water sources from pollution and degradation.	
Customer Connection	Support initiatives that improve communication and responsiveness to customer needs and concerns.	Superior Customer Service
	Support initiatives that promote water awareness campaigns in the region to educate our customers on the value of water.	

Advocate for the implementation of technologies and practices that streamline customer	
interactions and service delivery.	

EXHIBIT C

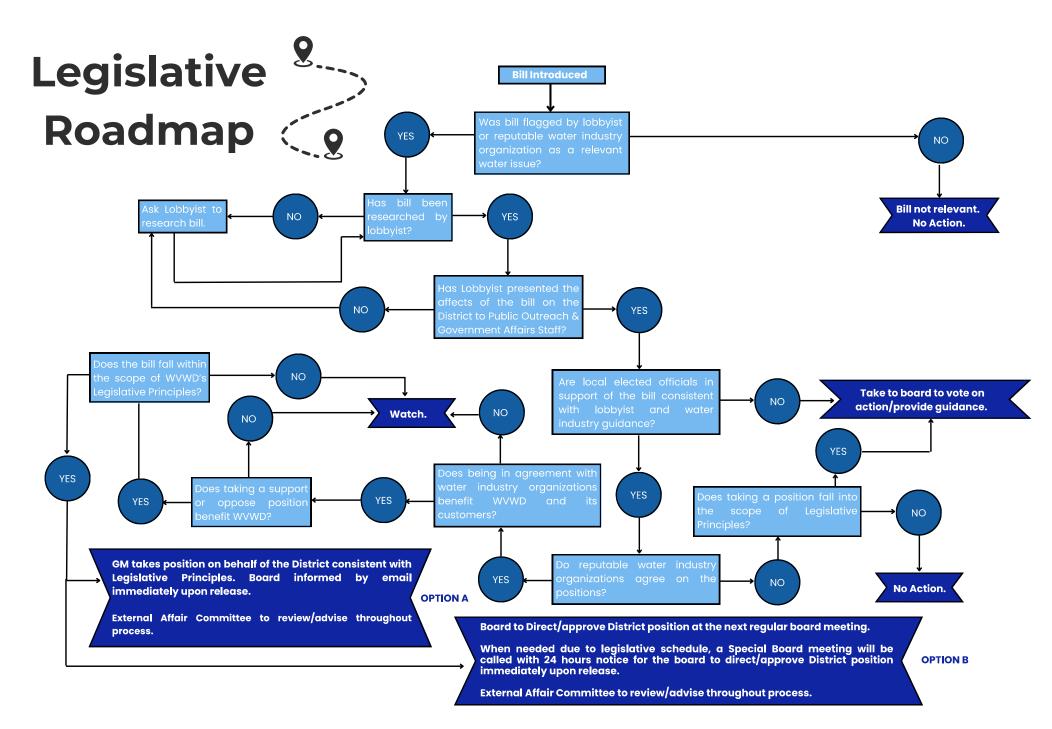
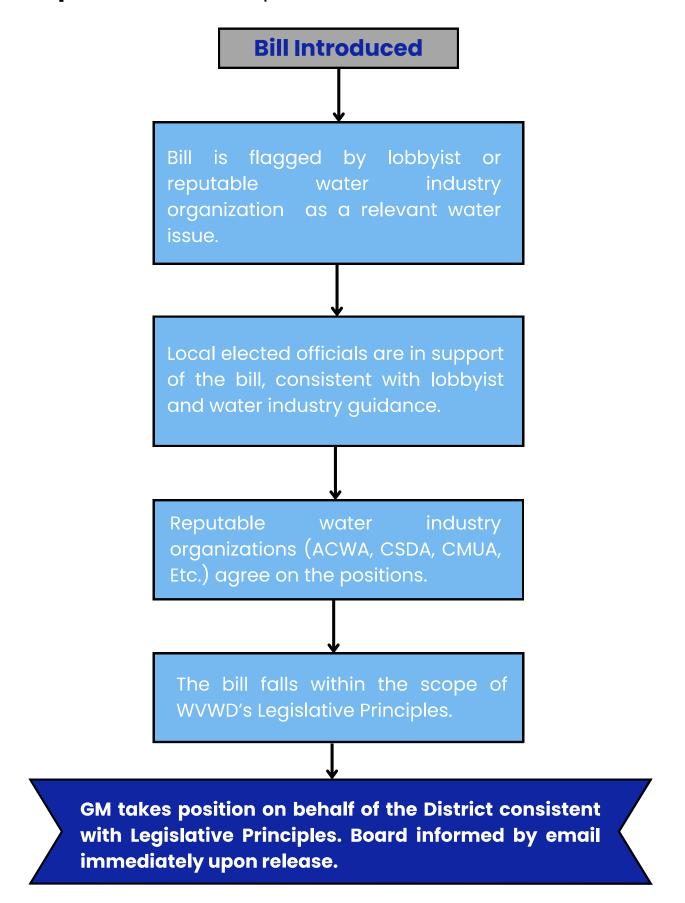


EXHIBIT D

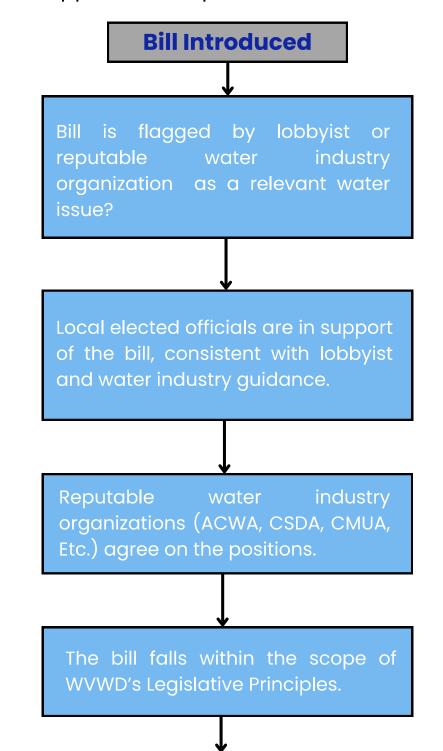
Option A*: GM takes positions on behalf of the District.



* This process streamlines our ability to effectively respond to legislative issues in a timely manner, aligning with industry norms.

EXHIBIT E

Option B: Board to approve each position taken on behalf of the District.



Board to Direct/approve District position at the next regular board meeting.

When needed due to legislative schedule, Public Outreach and Government Affairs will work with the Board Secretary to call a Special Board meeting. Some meetings may need to be scheduled within 24 hours notice to ensure an effective response.

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