

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

#### BOARD MEETING AGENDA

THURSDAY, APRIL 2, 2020 CLOSED SESSION - 6:00 PM • OPEN SESSION - 7:30 PM

#### **BOARD OF DIRECTORS**

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

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

#### **OPENING CEREMONIES**

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

ADOPT AGENDA

#### PUBLIC PARTICIPATION

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

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

#### **PRESENTATIONS**

- 1. Status of the District's Response to the Coronavirus (COVID-19) Pandemic
- 2. Special District Leadership Foundation (Our Commitment to Excellence)

#### **CONSENT CALENDAR**

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

#### Consideration of:

- 1. Approval of Fiscal Year 2019-20 Mid-Year Budget.
- **2.** Approval of Payment to Tafoya & Garcia, LLP for Professional Services Rendered in February, 2020 Invoice No. 20-1002: \$23,553.96.

#### **BUSINESS MATTERS**

#### Consideration of:

- **3.** Joint Community Facilities Agreement between the City of Rialto, El Rancho Verde Golf, LLC, Lytle Development and West Valley Water District and Adopt Resolution No. 2020-10.
- **4.** Request to Lift Hiring Freeze for Critical Need Positions Six Water Systems Operator Positions; and to Recruit Internally First.
- **5.** Approval of Additional Funding for Contract with ChamberlaynePR Company for Assistance with Public and Media Relations.

**6.** Approval of Additional Funding for Los Angeles County Public Safety and Security Services, LLC, to Provide Detailed Safety and Security Services.

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

- Board Members
- Legal Counsel
- General Manager

#### **UPCOMING MEETINGS**

- 1. April 2, 2020 West Valley Water District Board of Directors Meeting at 7:00 PM (Closed Session at 6:00 PM) at the District Headquarters
- **2.** April 7, 2020 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- **3.** April 16, 2020 West Valley Water District Board of Directors Meeting at 7:00 PM (Closed Session at 6:00 PM) at the District Headquarters
- **4.** April 21, 2020 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- **5.** May 5, 2020 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA CANCELLED
- **6.** May 7, 2020 West Valley Water District Board of Directors Meeting at 7:00 PM (Closed Session at 6:00 PM) at the District Headquarters
- 7. May 19, 2020 San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- **8.** May 21, 2020 West Valley Water District Board of Directors Meeting at 7:00 PM (Closed Session at 6:00 PM) at the District Headquarters

#### **CLOSED SESSION**

- PUBLIC EMPLOYEE APPOINTMENT Government Code Section 54957(b)1 Assistant General Managers
- CONFERENCE WITH LEGAL COUNSEL ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Five (5)
- CONFERENCE WITH LABOR NEGOTIATOR (54957.6) District Negotiators: Martin Pinon, Robert Tafoya, Union Negotiators; re: International Union of Operating Engineers, Local 12

- PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Government Code Section 54957(b)
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Matthew Litchfield v. Clifford Young et al Case No. CIV DS 1904733
- CONFERENCE WITH LEGAL COUNSEL EXISTING LITIGATION Pursuant to Paragraph one (1) of subdivision (d) of the Government Code Section 54956.9 Case name: Clifford Young et al v. Robert Tafoya et al. Case No. 19STCV05677
- PUBLIC EMPLOYEE PERFORMANCE EVALUATION Pursuant to Government Code Section 54957 Title(s): General Manager, General Counsel

#### **ADJOURN**

#### **DECLARATION OF POSTING:**

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on March 30, 2020.

Peggy Asche, Executive Assistant

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#### 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 <a href="https://www.wvwd.org">www.wvwd.org</a> subject to staff's ability to post the documents before the meeting.

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



#### BOARD OF DIRECTORS STAFF REPORT

**DATE:** April 2, 2020

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: FISCAL YEAR 2019-20 MID YEAR BUDGET

#### **DISCUSSION:**

The FY2019-20 Mid - Year Operating Budget adjustments were presented to the Board of Directors at a Special Meeting on Saturday March 14, 2020 which continued Saturday March 21, 2020. At the special meeting, the Chief Financial Officer and staff presented recommendations for several Departmental changes to reallocate funding for various underfunded line items to provide continued operational activities until the end of Fiscal Year 2019-20 (June 30, 2020). The overall budgetary impact to the FY2019-20 Operating Budget resulted in budgetary savings of \$188, 150.00.

#### **FISCAL IMPACT:**

Positive Fiscal Impact. The Mid - Year adjustments resulted in a \$188,150 operating budgetary savings.

#### **STAFF RECOMMENDATION:**

That the Board adopt the FY2019-20 Mid - Year Budget.

Respectfully Submitted,

Clarence C. Mansell

Clarence Mansell Jr, General Manager

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#### **ATTACHMENT(S)**:

- 1. Final V3 Mid-Yr Chgs FY 2019-2020 Operating Budget
- 2. Final V3 MidYear Budget Summary FY 2019-2020
- 3. Final V3 MidYear Budget Detail FY 2019-2020 Operating Budget

Departmental Adjustments	Additions	Reductions	Explanations
Source of Supply		Reductions	<u>Explanations</u>
Purchased Water/IEUA	370,000.00	(05,000,00	Purchased Water Board Approved Oct. 17, 2019
purchased Water/MUNI		(95,000.00	) Will not use 5K water rights
Production Pumpin	g - 5210		1
Salary Expense transfer to OT		(10,000.00	
Overtime  Pennin & Maint Facility transformed from Utility	10,000.00		After hours additional calls
Repair & Maint. Facility transferred from Utility Electric	100,000.00		
Repair & Maint. Facility		(100,000.00	) Trending @ 1.6 million in prior years
Perchlorate - 5	320		]
Utility Service - Electric		(290,000.00	Multiple wells out of service (18A, 17, 16) $\begin{pmatrix} 41 \\ 841 \end{pmatrix}$
Repair & Maint. Facility		(75,000.00	Trans from Pur. Water MUNI
Water Treatment F	FXB/FBR		
Overtime	25,000.00		After hours additional calls
Prof Service/Other Consultants		(125,000.00	Budgeted for unexpected work, that's not needed
Misc./District Costs	25,000.00		Cover shortfall plus \$5k to Y.E
Prof Service/Lab Test			Trans. To Dist. Cost shortfall
Operating Supplies/Chemicals		(280,000.00	) Plant is down, no need for Chemicals
Repair & Maint/Facility	50,000.00		Need to purchase valves, actuators and plant parts
Equipment Rental		(1,000.00	) No rental equip. anticipated to Y.E.

<b>Departmental Adjustments</b>	Additions	Reductions	<b>Explanations</b>
Water Treatment - Ro	emer/Arsenic - 5390		
Salaries & Wages		(25,000.00)	2 Vacant Positions (Operators)
Overtime	30,000.00		Needed for after hours additional calls
Prof Services/Other Consultants		(17,000.00)	Not needed for this F.Y.
Utility Service - Electric	208,000.00		Underfunded
Communications - Telephone	12,000.00		Underfunded
Misc./District Costs		(30,000.00)	Do not plan to spend
Prof Services/Lab Tests		(15,000.00)	Do not plan to spend
Prof Services/Sludge Removal		(50,000.00)	Well 2 out of service
Operating Supplies - Chemicals		(70,000.00)	Red. To fund Maint. & Fac. Due to lower cost
Repair & Maint. Facility	70,000.00		Cover shortfall and planned repairs to
Repair & Maint. Facility	70,000.00		Y.E.
Repair & Maint. Chlorination Equip.	10,000.00		Unplanned repair for 2 Pumps
Maintenance - Transmissio	n and Distribution - 5410		
Salaries & Wages		(40,000.00)	one vacancy
Overtime	40,000.00	,	Coverage for vacancy
Repair & Maint. Fire Hydrants	10,000.00		Damaged Hydrants repair
Repair & Maint. Street Patching	200,000.00		Pending invoices for work completed and to fund repairs to year end
Repair & Maint. District Safety Equip	15,000.00		District wide safety equip. hard hats, cones, safety vests - More staff
Outside Labor/Contractors	4,000.00		Cover shortfall to year end
Rentals/Equipment	,	(15,000.00)	Don't anticipate need for rental equip.
Repair & Maint. Improvements	20,000.00		To cover landscape, building improvements trans. \$15K From Equip.

<u>Departmental Adjustments</u>	Additions	Reductions	<u>Explanations</u>
Asset Manageme	ent - 5420		
Professional Services/Other Consultants		(13,000.00	)) Program on hold as directed by BOD
Customer Service	ce - 5510		
Salaries & Wages		(49,000.00	))
Overtime	10,000.00		Coverage for employees on leave
Prof. Service/Armored Transport	1,000.00		Underfunded
Prof. Service/Other Consultants		(500.00	)) Reduce to fund operating supplies
Operating Supplies	500.00		Underfunded
Outside Labor/Contractors	31,000.00		Coverage for employees on leave
Outside Labor/Remote Sites	7,000.00		Underfunded
Misc./ Bank Card Expense	135,000.00		Underfunded
Meter Reading	y - 5520		
Salaries & Wages		(6,000.00	)) 1 Vacancy
Overtime	5,000.00		coverage for vacancy
Salaries & Wages /On Call	1,000.00		After hours calls
Repair & Maint/Meters & AMR's		(50,000.00	)) Limited meter changes due to COVID-19
Outside Labor/Contractors		(20,000.00	Don't anticipate to spend/use due to
Billing - 55	530		
Outside Labor /Printing	10,000.00		Additional printing due to system
-	,	(10,000,00	conversion
Communication Services/Postage & Shipping		(10,000.00	)) Red. To cover additional printing

Departmental Adjustments	Additions	Reductions	<b>Explanations</b>
Administratio	n - 5610		
Salaries & Wages		(100,000.00)	Two AGM Vacancies
Overtime	22,000.00		Underfunded
Salaries & Wages/Vehicle Allowance	2,400.00		Underfunded
Benefits/Med. Insurance		(50,000.00)	Two AGM Vacancies
Misc./Convention	10,000.00		Underfunded
Prof. Services/Legal	286,000.00		Cover shortage and fund to year end
Prof. Services/Other Consultants	110,000.00		Cover shortage and fund to year end
Misc./Election Expense		(121,150.00)	Conservative budgeting actual cost \$198K
Programs/Regional		(25,000.00)	Limited due to COVID-19
General Operat	ions - 5615		
			Raw materials-sands, type 2 base, due to
Operating Supplies/Shop Supplies	10,000.00		more leaks
Utility Service/Trash	5,000.00		Additional Spoil disposal more leaks
Repair & Maint./Vehicle		(20,000.00)	Fewer unanticipated repairs
Leasing/Vehicle		(20,000.00)	Reduced Lease fleet
Communication Service/Telephone	20,000.00		Underfunded
Rentals/Equipment		(10,000.00)	Less than anticipated need
Engineering	- 5630		
Salaries & Wages/Overtime	3,000.00		Coverage for Inspections
Expenses/Training	6,500.00		Inspector Training-Exams & Certs.
Operating Supplies/Uniforms	3,000.00		New Hire CIP Inspector
Prof. Service/Engineering	400.00		Unexpected on call service
Prof. Service/Other Consultants		(160,000.00)	Do not anticipate need due to COVID-19

FY 19-20 Mid Year Departmental Adjustments Summary
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<u>Departmental Adjustments</u>	Additions	Reductions	Explanations
Board of Direc	tors - 5650		1
Professional Services/Other Consultants	31,000.00		Outside Treasurer unfunded
Human Resources/R	isk Mgmt 5660		1
Salaries & Wages/Overtime	7,500.00		Coverage 2 employees out on leave
Purchasing	- 5680		1
Salaries & Wages/Overtime	8,000.00		OT due to vacancies
Salaries & Wages/Fulltime	-,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(30,000.00)	) Vacant position
Public Affair	rs - 5710		1
Salaries & Wages/Vehicle Allowance	7,200.00		Unfunded
Operating Supplies/Uniforms	6,000.00		Purch. I-Phones for P.R. replace stolen equip.
Postage		(13,000.00)	Trans. To P.S. Do not anticipate using
Misc./Printing		(15,000.00)	Trans. To P.S. Do not anticipate using
Sponsorships		(25,000.00)	) Limited due to COVID-19 Pandemic
Outreach Programs		(25,000.00)	Limited due to COVID-19 Pandemic
Grants & Rebo	ntes - 5720		
Professional Services/Other Consultants		(60,000.00)	Do not anticipate using COVID-19
Programs/Rebate		(20,000.00)	) Do not anticipate using
Hydro STEN	1 - 5740		1
Programs/Outreach Programs	2,000.00		Incorrectly classified moved from Sponsorship
Programs/Sponsorships		(22,000.00)	Limited due to COVID-19 Pandemic
Sub-Totals Net budgetary impact	1,939,500.00 <b>(188,150.00)</b>	(2,127,650.00)	

#### West Valley Water District Operating Mid-Year Budget Summary - Fiscal Year 2019-2020 (FY 2020 YTD as of 03/13/20)

	FY 2019-2020		FY 2019-2020	EV 2010 2020 VI	TD as of 03/13/20					Mid-Year
GL Accounts	Adopted	Transfers	Amended	YTD Actual	D us 0j 03/13/20	FY 2020	% of		Mid Year	Proposed
Budget Line Item	Budget	/Adjs	Budget	Thru March	Encumbrances	Total	Budget	Remaining	Adjs	Budget
Operating Revenues										
Subtotal: Domestic Water Consumption Sales	16,013,478.00	-	16,013,478.00	12,030,875.72	-	12,031,969.44	0.75	3,981,508.56	-	16,013,478.00
Subtotal: Other Water Consumption Sales	1,064,440.00	-	1,064,440.00	435,832.31	-	435,832.31	0.41	628,607.69	-	1,064,440.00
Total Water Consumption Sales	17,077,918.00	-	17,077,918.00	12,466,708.03	-	12,467,801.75	0.73	4,610,116.25		17,077,918.00
Total Monthly Service Charges	7,044,882.69	-	7,044,882.69	5,164,643.73	-	5,164,643.73	0.73	1,880,238.96	-	7,044,882.69
Total Other Operating Revenue	3,637,423.54	-	3,637,423.54	1,436,693.06	-	1,436,693.06	0.39	2,200,730.48	-	3,637,423.54
Total Operating Revenues	27,760,224.23	-	27,760,224.23	19,068,044.82	-	19,069,138.54	0.69	8,691,085.69	-	27,760,224.23
Operating Expenses										
Total Expenses: Source of Supply - 5110	1,682,292.00	-	1,682,292.00	1,247,454.91	21,800.22	1,269,255.13	0.75	413,036.87	275,000.00	1,957,292.00
Total Expenses: Production - Pumping - 5210	3,227,110.00	-	3,227,110.00	2,020,445.84	37,342.30	2,057,788.14	0.64	1,169,321.86	-	3,227,110.00
Total Expenses: Water Quality Department - 5310	667,679.00	-	667,679.00	341,807.06	19,796.29	361,603.35	0.54	306,075.65	-	667,679.00
Total Expenses: Water Treatment - Perchlorate- 5320	601,600.00	-	601,600.00	111,803.73	13,074.37	124,878.10	0.21	476,721.90	(365,000.00)	236,600.00
Total Expenses: Water Treatment - FBR/FXB - 5350	2,314,210.00	-	2,314,210.00	986,560.54	382,233.65	1,368,794.19	0.59	945,415.81	(331,000.00)	1,983,210.00
Total Expenses: Water Treatment - Roemer/Arsenic - 5390	1,840,730.00	-	1,840,730.00	1,017,852.54	193,399.68	1,211,252.22	0.66	629,477.78	123,000.00	1,963,730.00
Total Expenses: Maintenance - Transmission and Distribution - 5410	2,427,170.00	-	2,427,170.00	1,586,788.67	120,307.67	1,707,096.34	0.70	720,073.66	234,000.00	2,661,170.00
Total Expenses: Asset Management - 5420	422,570.00	-	422,570.00	292,292.61	3,011.06	295,303.67	0.70	127,266.33	(13,000.00)	409,570.00
Total Expenses: Customer Service - 5510	847,550.00	-	847,550.00	662,523.85	9,038.81	671,562.66	0.79	175,987.34	135,000.00	982,550.00
Total Expenses: Meter Reading - 5520	1,160,926.00	-	1,160,926.00	590,304.83	20,494.28	610,799.11	0.53	550,126.89	(70,000.00)	1,090,926.00
Total Expenses: Billing - 5530	529,525.00	-	529,525.00	325,305.22	13,458.44	338,763.66	0.64	190,761.34	-	529,525.00
Total Expenses: Administration - 5610	2,361,280.00	-	2,361,280.00	1,617,872.19	21,402.92	1,639,275.11	0.69	722,004.89	134,250.00	2,495,530.00
Total Expenses: General Operations - 5615	2,734,890.00	-	2,734,890.00	2,166,610.33	110,196.19	2,276,806.52	0.83	458,083.48	(15,000.00)	2,719,890.00
Total Expenses: Accounting - 5620	777,983.00	-	777,983.00	510,818.48	2,069.92	512,888.40	0.66	265,094.60	-	777,983.00
Total Expenses: Engineering Before Reclasses to CIP	2,086,720.00	-	2,086,720.00	998,595.83	1,649.66	1,000,245.49	0.48	1,086,474.51	(147,100.00)	1,939,620.00
Engineering Labor, Benefits, and Overhead Reclass To CIP	(2,099,028.00)	-	(2,099,028.00)	-	-	-	-	(2,099,028.00)	-	(2,099,028.00)
Total Expenses: Engineering - 5630	(12,308.00)	-	(12,308.00)	998,595.83	1,649.66	1,000,245.49	(81.27)	(1,012,553.49)	(147,100.00)	(159,408.00)
Total Expenses: Information Technology - 5640	1,225,074.00	-	1,225,074.00	633,204.17	38,231.25	671,435.42	0.55	553,638.58	-	1,225,074.00
Total Expenses: GIS - 5645	150,200.00	-	150,200.00	1,455.95	-	1,455.95	0.01	148,744.05	-	150,200.00
Total Expenses: Board of Directors - 5650	226,350.00	-	226,350.00	170,449.34	-	170,449.34	0.75	55,900.66	31,000.00	257,350.00
Total Expenses: Human Resources/Risk Management - 5660	809,684.00	_	809,684.00	491,595.20	29,396.20	520,991.40	0.64	288,692.60	7,500.00	817,184.00
Total Expenses: Purchasing - 5680	462,390.00	-	462,390.00	260,225.78	1,420.15	261,645.93	0.57	200,744.07	(22,000.00)	440,390.00
Total Expenses: Public Affairs - 5710	1,115,252.00	-	1,115,252.00	930,083.87	26,742.58	956,826.45	0.86	158,425.55	(64,800.00)	1,050,452.00
Total Expenses: Grants & Rebates - 5720	146,000.00	-	146,000.00	9,106.63	-	9,106.63	0.06	136,893.37	(80,000.00)	66,000.00
Total Expenses: Water Resources Management - 5730	340,060.00	-	340,060.00	27,794.50	87,305.50	115,100.00	0.34	224,960.00	-	340,060.00
Total Expenses: HydroSTEM - 5740	99,650.00	-	99,650.00	2,500.00	732.61	3,232.61	0.03	96,417.39	(20,000.00)	79,650.00
Total Operating Expenses	26,157,867.00	-	26,157,867.00	17,003,452.07	1,153,103.75	18,156,555.82	0.69	8,001,311.18	(188,150.00)	25,969,717.00
Operating Income(Loss) Before Depreciation/Amortization	1,602,357.23		1,602,357.23	2,064,592.75	(1,153,103.75)	912,582.72	0.57	689,774.51	-	1,790,507.23
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# West Valley Water District Operating Mid-Year Budget Summary - Fiscal Year 2019-2020 (FY 2020 YTD as of 03/13/20)

GL Accounts	FY 2019-2020 Adopted	Transfers	Amended	YTD Actual	TD as of 03/13/20	FY 2020	% of		Mid Year	Mid-Year Proposed
Budget Line Item	Budget	/Adjs	Budget	Thru March	Encumbrances	Total	Budget	Remaining	Adjs	Budget
Non-Operating Revenues  Subtotal: Property Taxes	1 070 000 00	_	1 070 000 00	1 421 000 00	_	1 421 000 00	0.72	538,013.10	_	1 070 000 00
Subtotal: Grants and Reimbursements	1,970,000.00	-	1,970,000.00	1,431,986.90 84,862.33		1,431,986.90 84,862.33	0.73	(84,862.33)	-	1,970,000.00
Subtotal: Interest and Investment Earnings	375,000.00	-	375,000.00	1,128,335.32		1,128,335.32	3.01	(753,335.32)	-	375,000.00
Subtotal: Rental Income - Cellular Anntenas	30,000.00	-	30,000.00	25,914.06		25,914.06	0.86	4,085.94	-	30,000.00
Subtotal: Other Non-Operating Revenues	11,800.00		11,800.00	8,778.32		8,778.32	0.74	3,021.68	-	11,800.00
Subtotal: Gain On Sale/Disposition Of Capital Assets	-	-	11,800.00			6,776.32	- 0.74	3,021.00	-	11,800.00
Total Non-Operating Revenues	2,386,800.00	-	2,386,800.00	2,679,876.93		2,679,876.93	1.12	(293,076.93)	-	2,386,800.00
Non-Operating Expenses										
Subtotal: Loss On Sale/Disposition Of Capital Assets	-	-	-	-	-	=	-	-	-	-
Subtotal: Interest Expense - Long-Term Debt	974,350.00	-	974,350.00	226,390.53	-	226,390.53	0.23	747,959.47	-	974,350.00
Subtotal: Amortization Of Deferred Charges	-	-	-	-	-	-	-	-	-	-
Subtotal: Change in Contingent Liability	-	-	-	162,000.00	-	162,000.00	-	(162,000.00)	-	-
Total Non-Operating Expenses	974,350.00	-	974,350.00	388,390.53	-	388,390.53	0.40	585,959.47	-	974,350.00
Non-Operating Income(Loss)	1,412,450.00	-	1,412,450.00	2,291,486.40	-	2,291,486.40	162.23%	(879,036.40)	-	1,412,450.00
Operating Budget Summary										
Grand Total Revenues	30,147,024.23	-	30,147,024.23	21,747,921.75	-	21,749,015.47		8,398,008.76	-	30,147,024.23
Grand Total Expenses	27,132,217.00	-	27,132,217.00	17,391,842.60	1,153,103.75	18,544,946.35	_	8,587,270.65	(188,150.00)	26,944,067.00
Grand Total Net Income(Loss)	3,014,807.23	-	3,014,807.23	4,356,079.15	(1,153,103.75)	3,204,069.12	=	(189,261.89)	188,150.00	3,202,957.23
Debt Service										
Debt Convenance Ratio Calculation:										
Debt Service										
Crestmore Heights AD 97-1	-		-							-
Series 2006D2 Revenue Bonds	-		-							-
Baseline Feeder Contract Payable	321,529.00		321,529.00	241,146.72		241,146.72				321,529.00
Roemer Hydroelectric Plant Payable	400,000.00		400,000.00	-		-				400,000.00
Series 2016A Bond Debt Service	1,307,450.00		1,307,450.00	409,817.55		409,817.55				1,307,450.00
Total Debt Service	2,028,979.00		2,028,979.00	650,964.27	-	650,964.27			_	2,028,979.00
Debt Covenance Ratio (Minimum 1.20)	1.49		1.49			4.92				1.58

Calculation: Net Revenue ÷ Total Debt Service

				FY 2019-2020 YT	D as of 03/13/2	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Operating Revenues								
	Water Consumption Sales								
100-4000-400-4005	Domestic Water Sales		(1,093.72)						
100-4000-400-4001	Water Domestic - Tier 1	4,768,710.00	3,350,258.25	-	3,350,258.25	70.26%	1,418,451.75		4,768,710.00
100-4000-400-4002	Water Domestic - Tier 2	5,995,516.00	4,638,951.42	-	4,638,951.42	77.37%	1,356,564.58		5,995,516.00
100-4000-400-4003	Water Domestic - Tier 3	5,249,252.00	4,042,759.77	-	4,042,759.77	77.02%	1,206,492.23		5,249,252.00
100-4000-400-4010	Water Revenue & Unauth / Unbilled Year End	-	-	-	-	0.00%	-		-
	Subtotal: Domestic Water Consumption Sales	16,013,478.00	12,030,875.72	-	12,031,969.44	75%	3,981,508.56	-	16,013,478.00
Not mapped	Out Of District Water Sales	-							-
100-4000-400-4006	Pressure Irrigation Water Sales	46,440.00	22,624.08	-	22,624.08	48.72%	23,815.92		46,440.00
Not mapped	Irrigation Water Sales	-							-
100-4000-400-4007	Hydrant Water Sales	575,000.00	289,560.08	-	289,560.08	50.36%	285,439.92		575,000.00
100-4000-400-4008	Fire Service	160,000.00	118,485.35	-	118,485.35	74.05%	41,514.65		160,000.00
100-4000-400-4009	Revenue / Wholesale Water Sales	20,000.00	3,962.80	-	3,962.80	19.81%	16,037.20		20,000.00
100-4000-400-4011	Revenue / Water-Unauthorized Consumption	3,000.00	1,200.00	-	1,200.00	40.00%	1,800.00		3,000.00
100-4000-400-4012	Chino Basin Water Rights Lease	260,000.00	-	-	-	0.00%	260,000.00		260,000.00
	Subtotal: Other Water Consumption Sales	1,064,440.00	435,832.31	-	435,832.31	41%	628,607.69	-	1,064,440.00
	Total Water Consumption Sales	17,077,918.00	12,466,708.03	-	12,467,801.75	73%	4,610,116.25	-	17,077,918.00
	Water Service Charges								
100-4010-401-4051	Fire Service Mnthly Service Charge	312,072.49	223,224.73	-	223,224.73	71.53%	88,847.76		312,072.49
100-4010-401-4050	Domestic Water Monthly Service Charge	6,646,093.20	4,875,394.21	-	4,875,394.21	73.36%	1,770,698.99		6,646,093.20
100-4010-401-4052	Hydrant Water Monthly Service Charge	40,440.00	33,816.76	-	33,816.76	83.62%	6,623.24		40,440.00
100-4020-405-4055	Pressure Irrigation Montly Service Charge	4,837.00	2,307.20	-	2,307.20	47.70%	2,529.80		4,837.00
100-4020-405-4054	Back Flow Monthly Service Charge	41,440.00	29,900.83	-	29,900.83	72.15%	11,539.17		41,440.00
	Total Monthly Service Charges	7,044,882.69	5,164,643.73	-	5,164,643.73	73%	1,880,238.96	-	7,044,882.69

		FY 2019-2020 YT	D as of 03/13/20	0			Mid-Year		
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Other operating income								
100-4020-405-4101	Delinquent Charges	455,000.00	246,330.00	-	246,330.00	54.14%	208,670.00		455,000.00
100-4010-401-4114	Backflow Install Chg	465.56	-	-	-	0.00%	465.56		465.56
100-4020-405-4108	After Hours/Same Day Turn On Charges	6,000.00	7,100.00	-	7,100.00	118.33%	(1,100.00)		6,000.00
100-4020-405-4106	Turn On/Turn Offs For Non-Payment	175,000.00	127,920.00	-	127,920.00	73.10%	47,080.00		175,000.00
100-4020-405-4104	Pulled Meter Charges	-	-	-	-	0.00%	-		-
100-4020-405-4107	Lien Fee	1,513.33	810.00	-	810.00	53.52%	703.33		1,513.33
100-4020-405-4102	Delinquent Collection Fee	100.00	-	-	-	0.00%	100.00		100.00
100-4020-405-4119	Customer Requested Re-Read Fee	-	-	-	-	0.00%	-		-
100-4020-405-4115	Water Service Application Fee	50,000.00	31,100.00	-	31,100.00	62.20%	18,900.00		50,000.00
100-4020-405-4110	Fire Flow Testing	6,100.00	5,250.00	-	5,250.00	86.07%	850.00		6,100.00
100-4020-405-4118	Copies	200.00	763.25	-	763.25	381.63%	(563.25)		200.00
100-4020-405-4109	Revenue / Meter Testing	-	-	-	-	0.00%	-		-
100-4020-405-4100	Revenue / Cash Variance	-	-	-	-	0.00%	-		-
100-4020-405-4113	Plan Check Fees	40,000.00	19,240.00	-	19,240.00	48.10%	20,760.00		40,000.00
100-4020-405-4105	Returned Payment Charges	11,500.00	8,850.00	-	8,850.00	76.96%	2,650.00		11,500.00
100-4020-405-4111	Inspection Fees	60,000.00	12,693.71	-	12,693.71	21.16%	47,306.29		60,000.00
100-4020-405-4112	Revenue / Meter Installation Charge	-	5,297.00	-	5,297.00	0.00%	(5,297.00)		-
100-4020-405-4103	Fines For Unauthorized Water Use	1,466.67	550.00	-	550.00	37.50%	916.67		1,466.67
100-4020-405-4117	Revenue / Miscellaneous	5,000.00	3,051.17	-	3,051.17	61.02%	1,948.83		5,000.00
100-4020-405-4116	Revenue / Unclaimed Customer Refund	-	-	-	-	0.00%	-		-
100-4020-405-4128	3A1 Pump	30,000.00	14,694.87	-	14,694.87	48.98%	15,305.13		30,000.00
100-4020-405-4132	Reimbursement From City Of Rialto - Opr Plant	130,000.00	15,553.60	_	15,553.60	11.96%	114,446.40		130,000.00
100-4020-405-4129	Reimbursement For Operating Rialto CR3 System Reimbursement From Operating Other Rialto Treatment	-	-	-	-	0.00%	-		-
100-4020-405-4130	Systems	-	-	-	-	0.00%	-		-
100-4020-405-4131	Reimbursement From UTC - Routine Costs FBR	1,144,000.00	607,132.57	-	607,132.57	53.07%	536,867.43		1,144,000.00
100-4020-405-4134	Reimbursement From UTC - Non-Routine Costs	25,000.00	-	-	-	0.00%	25,000.00		25,000.00
100-4020-405-4135	Reimbursement From UTC - Routine Costs FXB	350,000.00	-	-	-	0.00%	350,000.00		350,000.00
100-4020-405-4127	Baseline Feeder Operations	862,500.00	300,226.02	-	300,226.02	34.81%	562,273.98		862,500.00
100-4020-405-4121	Debit Card Fees	-	-	-	-	0.00%	-		-
100-4020-405-4122	Document Prep Fees	15.00	30.00	-	30.00	200.00%	(15.00)		15.00
100-4020-405-4120	Administration Fees (Section 2017)	200,000.00	5,856.24	-	5,856.24	2.93%	194,143.76		200,000.00
100-4020-405-4123	Utility Users Tax Administration	1,615.57	1,024.72	-	1,024.72	63.43%	590.85		1,615.57
100-4020-405-4125	Reimbursement From Residents For Damages Done	29,197.41	23,219.91	-	23,219.91	79.53%	5,977.50		29,197.41
100-4020-405-4124	Energy Demand Response Programs	-	-	-	-	0.00%	-		-
100-4020-405-4126	Conservation Rebate Reimb	52,750.00	-			0.00%	52,750.00		52,750.00
	Total Other Operating Revenue	3,637,423.54	1,436,693.06	-	1,436,693.06	39%	2,200,730.48	-	3,637,423.54
	Total Operating Revenues	27,760,224.23	19,068,044.82	-	19,069,138.54	69%	8,691,085.69	-	27,760,224.23

				FY 2019-2020 YT	D as of 03/13/20				Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Operating Expenses								
	Source of Supply - 5110					-			
100-5110-520-5252	Purchased Water / Muni	645,800.00	199,154.14	34.30	199,188.44	30.84%	446,611.56	(95,000.00)	550,800.00
100-5110-520-5253	Purchased Water / State Project Water	772,500.00	525,000.00	-	525,000.00	67.96%	247,500.00		772,500.00
100-5110-520-5250	Purchased Water / City of San Bernardino	134,992.00	101,087.84	21,765.92	122,853.76	91.01%	12,138.24	-	134,992.00
100-5110-520-5251	Purchased Water / Fontana Union	4,000.00	424.00	-	424.00	10.60%	3,576.00	-	4,000.00
100-5110-520-5255	Purchased Water / IEUA	75,000.00	408,251.00	-	408,251.00	544.33%	(333,251.00)	370,000.00	445,000.00
Not mapped	Maintenance/Lytle Creek Conservation	-				0.00%	-	-	-
100-5110-520-5254	Other Miscellaneous / Chino Basin Watermaster	50,000.00	13,537.93	-	13,537.93	27.08%	36,462.07		50,000.00
	Subtotal: Non Payroll and Benefits Expenses	1,682,292.00	1,247,454.91	21,800.22	1,269,255.13	75%	413,036.87	275,000.00	1,957,292.00
	Total Expenses: Source of Supply - 5110	1,682,292.00	1,247,454.91	21,800.22	1,269,255.13	75%	413,036.87	275,000.00	1,957,292.00

				FY 2019-2020 YT	TD as of 03/13/2	)			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Production - Pumping - 5210					-			
100-5210-500-5001	Salaries & Wages / Full Time	818,650.00	561,684.26	-	561,684.26	68.61%	256,965.74	(10,000.00)	808,650.00
100-5210-500-5003	Salaries & Wages / Overtime	40,000.00	38,623.61	-	38,623.61	96.56%	1,376.39	10,000.00	50,000.00
100-5210-500-5004	Salaries & Wages / On Call	4,500.00	1,785.71	_	1,785.71	39.68%	2,714.29		4,500.00
	Subtotal: Payroll Expenses	863,150.00	602,093.58	-	602,093.58	70%	261,056.42	-	863,150.00
100-5210-510-5101	Benefits / FICA	49,070.00	36,567.92	-	36,567.92	74.52%	12,502.08		49,070.00
100-5210-510-5102	Benefits / Medicare	11,660.00	8,864.75	-	8,864.75	76.03%	2,795.25		11,660.00
100-5210-510-5123	Benefits / Disability Insurance	4,280.00	873.87	-	873.87	20.42%	3,406.13		4,280.00
100-5210-510-5125	Benefits / Life Insurance	3,260.00	4,267.77	-	4,267.77	130.91%	(1,007.77)		3,260.00
100-5210-510-5121	Benefits / Dental	12,340.00	9,060.26	-	9,060.26	73.42%	3,279.74		12,340.00
100-5210-510-5120	Benefits / Hosp / Med Insurance	197,190.00	152,249.98	-	152,249.98	77.21%	44,940.02		197,190.00
100-5210-510-5122	Benefits / Vision Care Insurance	2,170.00	1,738.21	-	1,738.21	80.10%	431.79		2,170.00
100-5210-510-5124	Benefits / EAP	300.00	241.97	-	241.97	80.66%	58.03		300.00
100-5210-510-5100	Benefits / Deferred Comp-ER Match	19,500.00	8,982.26	-	8,982.26	46.06%	10,517.74		19,500.00
100-5210-510-5105	Expenses / PERS-Pension Classic	61,050.00	46,237.96	-	46,237.96	75.74%	14,812.04		61,050.00
100-5210-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	13,050.00	6,073.74	-	6,073.74	46.54%	6,976.26		13,050.00
100-5210-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	41,810.00	31,667.04	-	31,667.04	75.74%	10,142.96		41,810.00
100-5210-510-5103	Expenses / Workers Comp Ins	41,330.00	34,966.09	-	34,966.09	84.60%	6,363.91		41,330.00
	Subtotal: Benefits Expenses	457,010.00	341,791.82	-	341,791.82	75%	115,218.18	-	457,010.00
	Subtotal: Payroll and Benefits Expenses	1,320,160.00	943,885.40	-	943,885.40	71%	376,274.60	-	1,320,160.00
100-5210-515-5200	Expenses / Training	24,700.00	1,774.97	349.99	2,124.96	8.60%	22,575.04		24,700.00
100-5210-536-5475	Operating Supplies / Uniforms	4,800.00	1,759.35	264.41	2,023.76	42.16%	2,776.24		4,800.00
Not mapped	Miscellaneous / Trans/Meals/Convention	-				0.00%	-		-
100-5210-525-5321	Meter Testing	12,000.00	-	-	-	0.00%	12,000.00		12,000.00
100-5210-525-5301	Professional Services / Lab Tests	2,500.00	1,097.25	145.50	1,242.75	49.71%	1,257.25		2,500.00
100-5210-550-5300	Professional Services / Alarm	-	-	-	-	0.00%	-		-
100-5210-530-5401	Operating Supplies / Chemicals	60,000.00	36,527.98	5,973.13	42,501.11	70.84%	17,498.89		60,000.00
100-5210-540-5614	Repair & Maintenance / Structures / Facility	100,000.00	115,665.24	29,429.02	145,094.26	145.09%	(45,094.26)	100,000.00	200,000.00
100-5210-525-5306	Outside Labor / Contractors/Telemetering	-	-	954.63	954.63	0.00%	(954.63)		-
100-5210-550-5652	Utility Services / Electric	1,700,000.00	919,489.55	225.62	919,715.17	54.10%	780,284.83	(100,000.00)	1,600,000.00
100-5210-550-5655	Utility Services / Water	450.00	246.10	-	246.10	54.69%	203.90		450.00
100-5210-536-5473	Miscellaneous / Permits & Fees	2,500.00	-	-	-	0.00%	2,500.00		2,500.00
	Subtotal: Non Payroll and Benefits Expenses	1,906,950.00	1,076,560.44	37,342.30	1,113,902.74	58%	793,047.26	-	1,906,950.00
	Total Expenses: Production - Pumping - 5210	3,227,110.00	2,020,445.84	37,342.30	2,057,788.14	64%	1,169,321.86	-	3,227,110.00

				FY 2019-2020 YTI	D as of 03/13/2	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Water Quality Department - 5310					-			
100-5310-500-5001	Salaries & Wages / Full Time	300,090.00	182,539.16	-	182,539.16	60.83%	117,550.84		300,090.00
100-5310-500-5003	Salaries & Wages / Overtime	13,000.00	9,733.38	-	9,733.38	74.87%	3,266.62		13,000.00
100-5310-500-5004	Salaries & Wages / On Call	3,100.00	1,208.60	-	1,208.60	38.99%	1,891.40		3,100.00
	Subtotal: Payroll Expenses	316,190.00	193,481.14	-	193,481.14	61%	122,708.86	-	316,190.00
100-5310-510-5101	Benefits / FICA	19,010.00	12,268.98	-	12,268.98	64.54%	6,741.02		19,010.00
100-5310-510-5102	Benefits / Medicare	4,450.00	2,869.39	-	2,869.39	64.48%	1,580.61		4,450.00
100-5310-510-5123	Benefits / Disability Insurance	1,670.00	596.96	-	596.96	35.75%	1,073.04		1,670.00
100-5310-510-5125	Benefits / Life Insurance	1,290.00	1,574.10	-	1,574.10	122.02%	(284.10)		1,290.00
100-5310-510-5121	Benefits / Dental	4,900.00	2,731.51	-	2,731.51	55.75%	2,168.49		4,900.00
100-5310-510-5120	Benefits / Hosp / Med Insurance	86,430.00	54,116.90	-	54,116.90	62.61%	32,313.10		86,430.00
100-5310-510-5122	Benefits / Vision Care Insurance	870.00	516.30	-	516.30	59.34%	353.70		870.00
100-5310-510-5124	Benefits / EAP	120.00	71.82	-	71.82	59.85%	48.18		120.00
100-5310-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	4,045.31	-	4,045.31	51.86%	3,754.69		7,800.00
100-5310-510-5105	Expenses / PERS-Pension Classic	12,470.00	5,117.98	-	5,117.98	41.04%	7,352.02		12,470.00
100-5310-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	12,350.00	8,873.63	-	8,873.63	71.85%	3,476.37		12,350.00
100-5310-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	8,540.00	3,505.16	-	3,505.16	41.04%	5,034.84		8,540.00
100-5310-510-5103	Expenses / Workers Comp Ins	9,870.00	6,512.36	-	6,512.36	65.98%	3,357.64		9,870.00
	Subtotal: Benefits Expenses	169,770.00	102,800.40	-	102,800.40	61%	66,969.60	-	169,770.00
	Subtotal: Payroll and Benefits Expenses	485,960.00	296,281.54	-	296,281.54	61%	189,678.46	-	485,960.00
100-5310-500-5200	Expenses / Training	7,680.00	260.00	195.00	455.00	5.92%	7,225.00		7,680.00
100-5310-536-5475	Operating Supplies / Uniforms	1,470.00	645.92	83.58	729.50	49.63%	740.50		1,470.00
100-5310-525-5314	Professional Services / Lab Tests	59,476.00	28,641.50	4,016.75	32,658.25	54.91%	26,817.75		59,476.00
100-5310-530-5401	Operating Supplies / Chemicals	9,232.00	3,389.93	384.84	3,774.77	40.89%	5,457.23		9,232.00
100-5310-540-5614	Repair & Maintenance / Structures / Facility	51,880.00	5,783.00	3,042.87	8,825.87	17.01%	43,054.13		51,880.00
100-5310-540-5602	Repair & Maintenance / Equipment	51,981.00	6,805.17	12,073.25	18,878.42	36.32%	33,102.58		51,981.00
100-5310-515-5202	Miscellaneous / Trans/Meals/Convention	-	-	-	-	0.00%	-		-
	Subtotal: Non Payroll and Benefits Expenses	181,719.00	45,525.52	19,796.29	65,321.81	36%	116,397.19	-	181,719.00
	Total Expenses: Water Quality Department - 5310	667,679.00	341,807.06	19,796.29	361,603.35	54%	306,075.65	-	667,679.00

FY 2019-2020 YTD as of 03/13/20									Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Water Treatment - Perchlorate - 5320					-			
100-5320-500-5001	Salaries & Wages / Full Time	-	-	-	-	0.00%	-		
100-5320-500-5003	Salaries & Wages / Overtime	-	-	<u>-</u>	-	0.00%	-		
100-5320-500-5004	Salaries & Wages / On Call	-	-	_	-	0.00%	-		
100-5320-500-5021	Salaries & Wages / Class A Drivers License	-	-	_	-	0.00%	-		
100-5320-500-5020	Salaries & Wages / Bilingual Compensation	-	-	<u>-</u>	-	0.00%	-		
	Subtotal: Payroll Expenses	-	-	-	-	0%	-	-	
100-5320-510-5101	Benefits / FICA	-	-	<u>-</u>	-	0.00%	-		
100-5320-510-5102	Benefits / Medicare	-	-	<u>-</u>	-	0.00%	-		
100-5320-510-5123	Benefits / Disability Insurance	-	-	_	-	0.00%	-		
100-5320-510-5125	Benefits / Life Insurance	-	-	_	-	0.00%	-		
100-5320-510-5121	Benefits / Dental	-	-	<u>-</u>	-	0.00%	-		
100-5320-510-5120	Benefits / Hosp / Med Insurance	-	-	_	-	0.00%	-		
100-5320-510-5122	Benefits / Vision Care Insurance	-	-	_	-	0.00%	-		
100-5320-510-5124	Benefits / EAP	-	-	_	-	0.00%	-		
100-5320-510-5100	Benefits / Deferred Comp-ER Match	-	-	_	-	0.00%	-		
100-5320-510-5105	Expenses / PERS-Pension Classic	_	-	_	-	0.00%	-		
100-5320-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	_	-	_	-	0.00%	-		
100-5320-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	-	-	<u>-</u>	-	0.00%	-		
100-5320-510-5103	Expenses / Workers Comp Ins	_	-	<u>-</u>	-	0.00%	-		
	Subtotal: Benefits Expenses		-			0%		_	

				FY 2019-2020 YT	D as of 03/13/20	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Subtotal: Payroll and Benefits Expenses	-	-	-	-	0%	-	-	-
100-5320-515-5200	Expenses / Training	-	-	-	-	0.00%	-		-
100-5320-525-5340	Professional Services / Other Consultants	2,500.00	-	-	-	0.00%	2,500.00		2,500.00
100-5320-525-5315	Professional Services / Misc Studies	-	-	-	-	0.00%	-		-
100-5320-550-5308	Professional Services / Alarm	-	-	-	-	0.00%	-		-
100-5320-536-5475	Operating Supplies / Uniforms	-	-	-	-	0.00%	-		-
100-5320-550-5652	Utility Services / Electric	450,000.00	99,736.31	-	99,736.31	22.16%	350,263.69	(290,000.00)	160,000.00
100-5320-550-5654	Utility Services / Trash	-	-	-	-	0.00%	-		-
100-5320-550-5653	Utility Services / Gas	-	-	-	-	0.00%	-		-
100-5320-525-5313	Professional Services / Janitorial	-	-	-	-	0.00%	-		-
100-5320-550-5650	Communication Services / Telephone	-	-	-	-	0.00%	-		-
100-5320-540-5600	Other Miscellaneous / District Cost	-	-	-	-	0.00%	-		-
100-5320-525-5314	Professional Services / Lab Tests	38,100.00	8,474.50	891.00	9,365.50	24.58%	28,734.50		38,100.00
100-5320-525-5317	Professional Services / Sludge Disposal	-	-	-	-	0.00%	-		-
100-5320-530-5401	Operating Supplies / Chemicals	21,000.00	3,592.92	2,210.20	5,803.12	27.63%	15,196.88		21,000.00
100-5320-530-5404	Operating Supplies / Resin Exchange	-	-	-	-	0.00%	-		-
100-5320-530-5400	Operating Supplies / Carbon Exchange	-	-	-	-	0.00%	-		-
100-5320-540-5614	Repair & Maintenance / Structures / Facility	80,000.00	-	-	-	0.00%	80,000.00	(75,000.00)	5,000.00
100-5320-540-5602	Repair & Maintenance / Chlorination Equipment	10,000.00	-	9,973.17	9,973.17	99.73%	26.83		10,000.00
Not mapped	Miscellaneous / Computer Supplies & Maint	-				0.00%	-		-
100-5320-536-5473	Miscellaneous / Permits & Fees	-	-	-	-	0.00%	-		-
100-5320-515-5202	Miscellaneous / Trans/Meals/Convention	-	-	-	-	0.00%	-		-
Not mapped	Hydro-Generation / Permit & Fees	-				0.00%	-		-
	Subtotal: Non Payroll and Benefits Expenses	601,600.00	111,803.73	13,074.37	124,878.10	21%	476,721.90	(365,000.00)	236,600.00
	Total Expenses: Water Treatment - Perchlorate- 5320	601,600.00	111,803.73	13,074.37	124,878.10	21%	476,721.90	(365,000.00)	236,600.00

FY 2019-2020 YTD as of 03/13/20									Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Water Treatment - FBR/FXB - 5350					-			
100-5350-500-5001	Salaries & Wages / Full Time	361,230.00	273,164.86	169.25	273,334.11	75.67%	87,895.89		361,230.00
100-5350-500-5003	Salaries & Wages / Overtime	50,000.00	48,272.32	-	48,272.32	96.54%	1,727.68	25,000.00	75,000.00
100-5350-500-5004	Salaries & Wages / On Call	3,000.00	-	-	-	0.00%	3,000.00		3,000.00
100-5350-500-5021	Salaries & Wages / Class A Drivers License	650.00	-	-	-	0.00%	650.00		650.00
100-5350-500-5020	Salaries & Wages / Bilingual Compensation	650.00	450.00	-	450.00	69.23%	200.00		650.00
	Subtotal: Payroll Expenses	415,530.00	321,887.18	169.25	322,056.43	78%	93,473.57	25,000.00	440,530.00
100-5350-510-5101	Benefits / FICA	21,910.00	19,679.53	-	19,679.53	89.82%	2,230.47		21,910.00
100-5350-510-5102	Benefits / Medicare	5,130.00	4,758.46	-	4,758.46	92.76%	371.54		5,130.00
100-5350-510-5123	Benefits / Disability Insurance	1,680.00	386.76	-	386.76	23.02%	1,293.24		1,680.00
100-5350-510-5125	Benefits / Life Insurance	1,350.00	1,841.54	-	1,841.54	136.41%	(491.54)		1,350.00
100-5350-510-5121	Benefits / Dental	4,900.00	3,386.52	-	3,386.52	69.11%	1,513.48		4,900.00
100-5350-510-5120	Benefits / Hosp / Med Insurance	83,170.00	58,648.13	-	58,648.13	70.52%	24,521.87		83,170.00
100-5350-510-5122	Benefits / Vision Care Insurance	870.00	722.82	-	722.82	83.08%	147.18		870.00
100-5350-510-5124	Benefits / EAP	120.00	100.90	-	100.90	84.08%	19.10		120.00
100-5350-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	5,742.82	-	5,742.82	73.63%	2,057.18		7,800.00
100-5350-510-5105	Expenses / PERS-Pension Classic	28,210.00	19,894.03	-	19,894.03	70.52%	8,315.97		28,210.00
100-5350-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	4,870.00	4,302.29	-	4,302.29	88.34%	567.71		4,870.00
100-5350-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	19,320.00	13,624.81	-	13,624.81	70.52%	5,695.19		19,320.00
100-5350-510-5103	Expenses / Workers Comp Ins	19,410.00	14,910.75	-	14,910.75	76.82%	4,499.25		19,410.00
	Subtotal: Benefits Expenses	198,740.00	147,999.36	-	147,999.36	74%	50,740.64	-	198,740.00
	Subtotal: Payroll and Benefits Expenses	614,270.00	469,886.54	169.25	470,055.79	77%	144,214.21	25,000.00	639,270.00
100-5350-515-5200	Expenses / Training	3,990.00	2,951.56	400.00	3,351.56	84.00%	638.44	·	3,990.00
100-5350-525-5340	Professional Services / Other Consultants	321,000.00	33,465.58	98,536.23	132,001.81	41.12%	188,998.19	(125,000.00)	196,000.00
100-5350-525-5315	Professional Services / Misc Studies	10,000.00	-	-	-	0.00%	10,000.00	, ,	10,000.00
100-5350-536-5475	Operating Supplies / Uniforms	2,000.00	822.21	116.86	939.07	46.95%	1,060.93		2,000.00
100-5350-550-5652	Utility Services / Electric	340,000.00	193,105.96	2,915.76	196,021.72	57.65%	143,978.28		340,000.00
100-5350-550-5650	Communication Services / Telephone	450.00	, -	771.54	771.54	171.45%	(321.54)		450.00
100-5350-540-5600	Other Miscellaneous / District Cost	30,000.00	25,434.19	23,968.62	49,402.81	164.68%	(19,402.81)	25,000.00	55,000.00
100-5350-525-5314	Professional Services / Lab Tests	99,500.00	33,159.68	285.00	33,444.68	33.61%	66,055.32	(25,000.00)	74,500.00
100-5350-530-5401	Operating Supplies / Chemicals	658,000.00	155,673.69	158,407.78	314,081.47	47.73%	343,918.53	(280,000.00)	378,000.00
100-5350-530-5404	Operating Supplies / Resin Exchange	13,000.00	-	, -	_	0.00%	13,000.00	, ,	13,000.00
100-5350-540-5614	Repair & Maintenance / Structures / Facility	160,000.00	58,425.24	96,099.61	154,524.85	96.58%	5,475.15	50,000.00	210,000.00
100-5350-540-5602	Repair & Maintenance / Chlorination Equipment	30,000.00	6,043.09	563.00	6,606.09	22.02%	23,393.91	,	30,000.00
100-5350-526-5381	Equipment Rental	1,000.00	-,5.55	-	-	0.00%	1,000.00	(1,000.00)	,
100-5350-536-5473	Miscellaneous / Permits & Fees	30,000.00	7,558.96	_	7,558.96	25.20%	22,441.04	( )======	30,000.00
100-5350-515-5202	Miscellaneous / Trans/Meals/Convention	1,000.00	33.84	<u>-</u>	33.84	3.38%	966.16		1,000.00
,	Subtotal: Non Payroll and Benefits Expenses	1,699,940.00	516,674.00	382,064.40	898,738.40	53%	801,201.60	(356,000.00)	1,343,940.00
	Total Expenses: Water Treatment - FBR/FXB - 5350	2,314,210.00	986,560.54	382,233.65	1,368,794.19	59%	945,415.81	(331,000.00)	1,983,210.00
		_,51-,210.00	300,300.34	302,233.03	-,500,757.15	33/0	J-13,413.01	(331,000.00)	1,303,210.00

				FY 2019-2020 YT	D as of 03/13/20	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Water Treatment - Roemer/Arsenic - 5390					-			
100-5390-500-5001	Salaries & Wages / Full Time	462,650.00	218,315.31	113.25	218,428.56	47.21%	244,221.44	(25,000.00)	437,650.00
100-5390-500-5003	Salaries & Wages / Overtime	50,000.00	65,559.56	-	65,559.56	131.12%	(15,559.56)	30,000.00	80,000.00
100-5390-500-5004	Salaries & Wages / On Call	3,000.00	-	-	-	0.00%	3,000.00		3,000.00
100-5390-500-5021	Salaries & Wages / Class A Drivers License	650.00	889.80	-	889.80	136.89%	(239.80)		650.00
100-5390-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	889.80	-	889.80	68.45%	410.20		1,300.00
	Subtotal: Payroll Expenses	517,600.00	285,654.47	113.25	285,767.72	55%	231,832.28	5,000.00	522,600.00
100-5390-510-5101	Benefits / FICA	28,270.00	16,071.55	-	16,071.55	56.85%	12,198.45		28,270.00
100-5390-510-5102	Benefits / Medicare	6,620.00	4,202.08	-	4,202.08	63.48%	2,417.92		6,620.00
100-5390-510-5123	Benefits / Disability Insurance	2,440.00	458.79	-	458.79	18.80%	1,981.21		2,440.00
100-5390-510-5125	Benefits / Life Insurance	1,730.00	1,556.28	-	1,556.28	89.96%	173.72		1,730.00
100-5390-510-5121	Benefits / Dental	6,520.00	3,843.00	-	3,843.00	58.94%	2,677.00		6,520.00
100-5390-510-5120	Benefits / Hosp / Med Insurance	113,670.00	57,127.62	-	57,127.62	50.26%	56,542.38		113,670.00
100-5390-510-5122	Benefits / Vision Care Insurance	1,090.00	516.30	-	516.30	47.37%	573.70		1,090.00
100-5390-510-5124	Benefits / EAP	150.00	71.82	-	71.82	47.88%	78.18		150.00
100-5390-510-5100	Benefits / Deferred Comp-ER Match	9,750.00	4,019.38	-	4,019.38	41.22%	5,730.62		9,750.00
100-5390-510-5105	Expenses / PERS-Pension Classic	45,610.00	21,909.09	-	21,909.09	48.04%	23,700.91		45,610.00
Not mapped	PERS-Pension / Employer PEPRA-2nd Tier	-				0.00%	-		-
100-5390-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	31,240.00	15,004.82	-	15,004.82	48.03%	16,235.18		31,240.00
100-5390-510-5103	Expenses / Workers Comp Ins	21,550.00	13,246.72	-	13,246.72	61.47%	8,303.28		21,550.00
	Subtotal: Benefits Expenses	268,640.00	138,027.45	-	138,027.45	51%	130,612.55	-	268,640.00

	FY 2019-2020 YTD as of 03/13/20								Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Subtotal: Payroll and Benefits Expenses	786,240.00	423,681.92	113.25	423,795.17	0.54	362,444.83	5,000.00	791,240.00
100-5390-515-5200	Expenses / Training	3,990.00	961.87	-	961.87	24.11%	3,028.13		3,990.00
100-5390-525-5340	Professional Services / Other Consultants	85,000.00	870.00	22,703.05	23,573.05	27.73%	61,426.95	(17,000.00)	68,000.00
100-5390-525-5315	Professional Services / Misc Studies	10,000.00	140.56	-	140.56	1.41%	9,859.44		10,000.00
Not mapped	Professional Services / Alarm	-				0.00%	-		-
100-5390-536-5475	Operating Supplies / Uniforms	2,000.00	659.27	87.94	747.21	37.36%	1,252.79		2,000.00
100-5390-550-5652	Utility Services / Electric	280,000.00	322,741.46	-	322,741.46	115.26%	(42,741.46)	208,000.00	488,000.00
100-5390-550-5654	Utility Services / Trash	4,000.00	1,700.37	-	1,700.37	42.51%	2,299.63		4,000.00
100-5390-550-5653	Utility Services / Gas	500.00	319.35	-	319.35	63.87%	180.65		500.00
100-5390-525-5313	Professional Services / Janitorial	6,000.00	3,200.34	308.64	3,508.98	58.48%	2,491.02		6,000.00
100-5390-550-5650	Communication Services / Telephone	-	7,048.21	-	7,048.21	0.00%	(7,048.21)	12,000.00	12,000.00
100-5390-540-5600	Other Miscellaneous / District Cost	60,000.00	3,813.15	423.94	4,237.09	7.06%	55,762.91	(30,000.00)	30,000.00
100-5390-525-5314	Professional Services / Lab Tests	60,000.00	13,278.25	748.25	14,026.50	23.38%	45,973.50	(15,000.00)	45,000.00
100-5390-525-5317	Professional Services / Sludge Disposal	85,000.00	3,263.04	2,190.03	5,453.07	6.42%	79,546.93	(50,000.00)	35,000.00
100-5390-530-5401	Operating Supplies / Chemicals	250,000.00	87,788.81	73,010.95	160,799.76	64.32%	89,200.24	(70,000.00)	180,000.00
100-5390-540-5614	Repair & Maintenance / Structures / Facility	187,000.00	125,884.96	93,813.63	219,698.59	117.49%	(32,698.59)	70,000.00	257,000.00
100-5390-540-5602	Repair & Maintenance / Chlorination Equipment	20,000.00	22,500.98	-	22,500.98	112.50%	(2,500.98)	10,000.00	30,000.00
100-5390-526-5381	Equipment Rental	1,000.00	-	-	-	0.00%	1,000.00		1,000.00
Not mapped	Hydro-Generation / Permit & Fees	-				0.00%	-		-
	Subtotal: Non Payroll and Benefits Expenses	1,054,490.00	594,170.62	193,286.43	787,457.05	75%	267,032.95	118,000.00	1,172,490.00
	Total Expenses: Water Treatment - Roemer/Arsenic - 5390	1,840,730.00	1,017,852.54	193,399.68	1,211,252.22	66%	629,477.78	123,000.00	1,963,730.00

FY 2019-2020 YTD as of 03/13/20									Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
100 5440 500 5004	Maintenance - Transmission and Distribution - 5410	707.050.00	474.050.44		474.050.44	-	255 004 56	(40,000,00)	607.050.00
100-5410-500-5001	Salaries & Wages / Full Time	727,050.00	471,058.44	-	471,058.44	64.79%	255,991.56	(40,000.00)	687,050.00
Not mapped	Salaries & Wages / Part Time	-			75 000 54	0.00%	- (40,000,54)		-
100-5410-500-5003	Salaries & Wages / Overtime	65,000.00	75,800.51	-	75,800.51	116.62%	(10,800.51)	40,000.00	105,000.00
100-5410-500-5004	Salaries & Wages / On Call	25,000.00	14,193.97	-	14,193.97	56.78%	10,806.03		25,000.00
100-5410-500-5021	Salaries & Wages / Class A Drivers License	6,600.00	2,246.12	-	2,246.12	34.03%	4,353.88		6,600.00
100-5410-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	450.00	-	450.00	34.62%	850.00		1,300.00
	Subtotal: Payroll Expenses	824,950.00	563,749.04	-	563,749.04	68%	261,200.96	-	824,950.00
100-5410-510-5101	Benefits / FICA	45,920.00	35,494.54	-	35,494.54	77.30%	10,425.46		45,920.00
100-5410-510-5102	Benefits / Medicare	10,740.00	8,301.20	-	8,301.20	77.29%	2,438.80		10,740.00
100-5410-510-5123	Benefits / Disability Insurance	4,990.00	599.18	-	599.18	12.01%	4,390.82		4,990.00
100-5410-510-5125	Benefits / Life Insurance	3,880.00	3,565.79	-	3,565.79	91.90%	314.21		3,880.00
100-5410-510-5121	Benefits / Dental	14,340.00	7,038.81	-	7,038.81	49.09%	7,301.19		14,340.00
100-5410-510-5120	Benefits / Hosp / Med Insurance	252,880.00	131,870.81	-	131,870.81	52.15%	121,009.19		252,880.00
100-5410-510-5122	Benefits / Vision Care Insurance	2,610.00	1,669.37	-	1,669.37	63.96%	940.63		2,610.00
100-5410-510-5124	Benefits / EAP	360.00	232.35	-	232.35	64.54%	127.65		360.00
100-5410-510-5100	Benefits / Deferred Comp-ER Match	23,400.00	8,283.92	-	8,283.92	35.40%	15,116.08		23,400.00
100-5410-510-5105	Expenses / PERS-Pension Classic	52,280.00	21,625.23	-	21,625.23	41.36%	30,654.77		52,280.00
100-5410-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	14,370.00	17,085.72	-	17,085.72	118.90%	(2,715.72)		14,370.00
100-5410-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	35,810.00	14,810.43	-	14,810.43	41.36%	20,999.57		35,810.00
100-5410-510-5103	Expenses / Workers Comp Ins	29,340.00	25,191.92	-	25,191.92	85.86%	4,148.08		29,340.00
	Subtotal: Benefits Expenses	490,920.00	275,769.27	-	275,769.27	56%	215,150.73	-	490,920.00
	Subtotal: Payroll and Benefits Expenses	1,315,870.00	839,518.31	-	839,518.31	64%	476,351.69	-	1,315,870.00
100-5410-515-5200	Expenses / Training	24,100.00	8,648.37	2,230.00	10,878.37	45.14%	13,221.63		24,100.00
100-5410-536-5475	Operating Supplies / Uniforms	7,200.00	2,447.48	493.50	2,940.98	40.85%	4,259.02		7,200.00
100-5410-515-5202	Miscellaneous / Trans/Meals/Convention	-	-	-	-	0.00%	-		-
100-5410-540-5611	Repair & Maintenance / Reservoirs & Tanks	-	-	115.85	115.85	0.00%	(115.85)		-
100-5410-540-5605	Repair & Maintenance / Domestic Mains	400,000.00	339,847.43	11,783.38	351,630.81	87.91%	48,369.19		400,000.00
100-5410-540-5606	Repair & Maintenance / Fire Hydrants	45,000.00	41,156.28	361.12	41,517.40	92.26%	3,482.60	10,000.00	55,000.00
100-5410-540-5616	Repair & Maintenance / Vandalism Repairs	50,000.00	10,018.76	536.82	10,555.58	21.11%	39,444.42	200,000.00	250,000.00
100-5410-540-5612	Repair & Maintenance / Street Patching	475,000.00	284,530.40	87,202.00	371,732.40	78.26%	103,267.60		475,000.00
100-5410-540-5615	Repair & Maintenance / Tools	15,000.00	12,176.29	-	12,176.29	81.18%	2,823.71	15,000.00	30,000.00
100-5410-525-5319	Outside Labor / Contractors	-	3,497.20	-	3,497.20	0.00%	(3,497.20)	4,000.00	4,000.00
100-5410-526-5381	Rentals / Equipment	25,000.00	6,505.15	-	6,505.15	26.02%	18,494.85	(15,000.00)	10,000.00
100-5410-540-5613	Repair & Maintenance /Structures & Improvements	70,000.00	38,443.00	17,585.00	56,028.00	80.04%	13,972.00	20,000.00	90,000.00
	Subtotal: Non Payroll and Benefits Expenses	1,111,300.00	747,270.36	120,307.67	867,578.03	78%	243,721.97	234,000.00	1,345,300.00
	Total Expenses: Maintenance - Transmission and Distribution - 5410	2,427,170.00	1,586,788.67	120,307.67	1,707,096.34	70%	720,073.66	234,000.00	2,661,170.00

				Mid-Year					
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Asset Management - 5420					-			
100-5420-500-5001	Salaries & Wages / Full Time	252,480.00	182,410.75	-	182,410.75	72.25%	70,069.25		252,480.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5420-500-5003	Salaries & Wages / Overtime	3,000.00	608.88	-	608.88	20.30%	2,391.12		3,000.00
Not mapped	Salaries & Wages / On Call	-				0.00%	-		-
Not mapped	Salaries & Wages / Class A Drivers License	-				0.00%	-		-
Not mapped	Salaries & Wages / Bilingual Compensation	-				0.00%	_		<u>-</u>
	Subtotal: Payroll Expenses	255,480.00	183,019.63	-	183,019.63	72%	72,460.37	-	255,480.00
100-5420-510-5101	Benefits / FICA	15,730.00	11,549.24	-	11,549.24	73.42%	4,180.76		15,730.00
100-5420-510-5102	Benefits / Medicare	3,680.00	2,701.15	-	2,701.15	73.40%	978.85		3,680.00
100-5420-510-5123	Benefits / Disability Insurance	1,380.00	326.28	-	326.28	23.64%	1,053.72		1,380.00
100-5420-510-5125	Benefits / Life Insurance	1,040.00	1,399.18	-	1,399.18	134.54%	(359.18)		1,040.00
100-5420-510-5121	Benefits / Dental	2,950.00	2,345.64	-	2,345.64	79.51%	604.36		2,950.00
100-5420-510-5120	Benefits / Hosp / Med Insurance	63,200.00	50,806.66	-	50,806.66	80.39%	12,393.34		63,200.00
100-5420-510-5122	Benefits / Vision Care Insurance	660.00	516.30	-	516.30	78.23%	143.70		660.00
100-5420-510-5124	Benefits / EAP	90.00	71.82	-	71.82	79.80%	18.18		90.00
100-5420-510-5100	Benefits / Deferred Comp-ER Match	5,850.00	3,043.12	-	3,043.12	52.02%	2,806.88		5,850.00
100-5420-510-5105	Expenses / PERS-Pension Classic	25,330.00	18,418.57	-	18,418.57	72.71%	6,911.43		25,330.00
Not mapped	PERS-Pension / Employer PEPRA-2nd Tier	-				0.00%	-		-
100-5420-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	17,350.00	12,630.79	-	12,630.79	72.80%	4,719.21		17,350.00
100-5420-510-5103	Expenses / Workers Comp Ins	1,530.00	1,006.39	-	1,006.39	65.78%	523.61		1,530.00
	Subtotal: Benefits Expenses	138,790.00	104,815.14	-	104,815.14	76%	33,974.86	-	138,790.00
	Subtotal: Payroll and Benefits Expenses	394,270.00	287,834.77	-	287,834.77	73%	106,435.23	-	394,270.00
100-5420-515-5200	Expenses / Training	6,400.00	2,057.82	875.00	2,932.82	45.83%	3,467.18		6,400.00
100-5420-525-5340	Professional Services / Other Consultants	13,000.00	-	-	-	0.00%	13,000.00	(13,000.00)	-
100-5420-536-5475	Operating Supplies / Uniforms	5,000.00	732.32	486.06	1,218.38	24.37%	3,781.62		5,000.00
100-5420-515-5202	Miscellaneous / Trans/Meals/Convention	3,900.00	1,667.70	1,650.00	3,317.70	85.07%	582.30		3,900.00
	Subtotal: Non Payroll and Benefits Expenses	28,300.00	4,457.84	3,011.06	7,468.90	26%	20,831.10	(13,000.00)	15,300.00
	Total Expenses: Asset Management - 5420	422,570.00	292,292.61	3,011.06	295,303.67	70%	127,266.33	(13,000.00)	409,570.00

				FY 2019-2020 YT	D as of 03/13/20	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Customer Service - 5510					-			
100-5510-500-5001	Salaries & Wages / Full Time	481,500.00	295,957.42	-	295,957.42	61.47%	185,542.58	(49,000.00)	432,500.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5510-500-5003	Salaries & Wages / Overtime	10,000.00	15,388.92	-	15,388.92	153.89%	(5,388.92)	10,000.00	20,000.00
100-5510-500-5004	Salaries & Wages / On Call	-	-	-	-	0.00%	-		-
100-5510-500-5020	Salaries & Wages / Bilingual Compensation	2,600.00	992.08	-	992.08	38.16%	1,607.92		2,600.00
	Subtotal: Payroll Expenses	494,100.00	312,338.42	-	312,338.42	63%	181,761.58	(39,000.00)	455,100.00
100-5510-510-5101	Benefits / FICA	30,390.00	19,630.23	-	19,630.23	64.59%	10,759.77		30,390.00
100-5510-510-5102	Benefits / Medicare	7,110.00	4,590.93	-	4,590.93	64.57%	2,519.07		7,110.00
100-5510-510-5123	Benefits / Disability Insurance	2,790.00	550.65	-	550.65	19.74%	2,239.35		2,790.00
100-5510-510-5125	Benefits / Life Insurance	2,370.00	2,465.64	-	2,465.64	104.04%	(95.64)		2,370.00
100-5510-510-5121	Benefits / Dental	9,410.00	6,605.65	-	6,605.65	70.20%	2,804.35		9,410.00
100-5510-510-5120	Benefits / Hosp / Med Insurance	173,010.00	122,017.26	-	122,017.26	70.53%	50,992.74		173,010.00
100-5510-510-5122	Benefits / Vision Care Insurance	1,960.00	1,410.71	-	1,410.71	71.98%	549.29		1,960.00
100-5510-510-5124	Benefits / EAP	270.00	196.15	-	196.15	72.65%	73.85		270.00
100-5510-510-5100	Benefits / Deferred Comp-ER Match	17,550.00	4,354.85	-	4,354.85	24.81%	13,195.15		17,550.00
100-5510-510-5105	Expenses / PERS-Pension Classic	10,700.00	7,282.04	-	7,282.04	68.06%	3,417.96		10,700.00
100-5510-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	25,700.00	15,377.87	-	15,377.87	59.84%	10,322.13		25,700.00
100-5510-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	7,330.00	4,987.17	-	4,987.17	68.04%	2,342.83		7,330.00
100-5510-510-5103	Expenses / Workers Comp Ins	2,680.00	2,504.59	-	2,504.59	93.45%	175.41		2,680.00
	Subtotal: Benefits Expenses	291,270.00	191,973.74	-	191,973.74	66%	99,296.26	-	291,270.00
	Subtotal: Payroll and Benefits Expenses	785,370.00	504,312.16	-	504,312.16	64%	281,057.84	(39,000.00)	746,370.00
100-5510-515-5200	Expenses / Training	5,000.00	2,053.91	2,299.93	4,353.84	87.08%	646.16	-	5,000.00
100-5510-525-5309	Professional Services / Armored Transport	7,500.00	3,329.35	4,726.40	8,055.75	107.41%	(555.75)	1,000.00	8,500.00
100-5510-525-5340	Professional Services / Other Consultants	3,880.00	248.00	-	248.00	6.39%	3,632.00	(500.00)	3,380.00
100-5510-536-5475	Operating Supplies / Uniforms	1,800.00	936.46	488.26	1,424.72	79.15%	375.28	-	1,800.00
100-5510-530-5403	Operating Supplies / Miscellaneous	500.00	511.55	272.16	783.71	156.74%	(283.71)	500.00	1,000.00
100-5510-536-5412	Equipment	3,500.00	-	-	-	0.00%	3,500.00	-	3,500.00
100-5510-525-5319	Outside Labor / Contractors/Labor & Contractors	-	29,748.76	1,252.06	31,000.82	0.00%	(31,000.82)	31,000.00	31,000.00
100-5510-525-5305	Outside Labor / Contractors / Remote Site Fees	-	3,954.00	-	3,954.00	0.00%	(3,954.00)	7,000.00	7,000.00
100-5510-536-5320	Miscellaneous / Bank Card Expense	40,000.00	117,344.68	-	117,344.68	293.36%	(77,344.68)	135,000.00	175,000.00
100-5510-515-5202	Miscellaneous / Trans/Meals/Convention	-	84.98	-	84.98	0.00%	(84.98)	-	-
	Subtotal: Non Payroll and Benefits Expenses	62,180.00	158,211.69	9,038.81	167,250.50	269%	(105,070.50)	174,000.00	236,180.00
	Total Expenses: Customer Service - 5510	847,550.00	662,523.85	9,038.81	671,562.66	79%	175,987.34	135,000.00	982,550.00

				Mid-Year					
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Meter Reading - 5520					-			
100-5520-500-5001	Salaries & Wages / Full Time	455,660.00	286,403.73	-	286,403.73	62.85%	169,256.27	(6,000.00)	449,660.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5520-500-5003	Salaries & Wages / Overtime	10,000.00	9,935.60	-	9,935.60	99.36%	64.40	5,000.00	15,000.00
100-5520-500-5004	Salaries & Wages / On Call	4,000.00	3,418.00	-	3,418.00	85.45%	582.00	1,000.00	5,000.00
100-5520-500-5020	Salaries & Wages / Bilingual Compensation	-	448.44	-	448.44	0.00%	(448.44)		_
	Subtotal: Payroll Expenses	469,660.00	300,205.77	-	300,205.77	64%	169,454.23	-	469,660.00
100-5520-510-5101	Benefits / FICA	28,850.00	18,922.97	-	18,922.97	65.59%	9,927.03		28,850.00
100-5520-510-5102	Benefits / Medicare	6,750.00	4,425.52	-	4,425.52	65.56%	2,324.48		6,750.00
100-5520-510-5123	Benefits / Disability Insurance	3,880.00	483.75	-	483.75	12.47%	3,396.25		3,880.00
100-5520-510-5125	Benefits / Life Insurance	2,680.00	2,121.10	-	2,121.10	79.15%	558.90		2,680.00
100-5520-510-5121	Benefits / Dental	9,310.00	4,313.31	-	4,313.31	46.33%	4,996.69		9,310.00
100-5520-510-5120	Benefits / Hosp / Med Insurance	157,880.00	67,893.57	-	67,893.57	43.00%	89,986.43		157,880.00
100-5520-510-5122	Benefits / Vision Care Insurance	1,740.00	1,083.71	-	1,083.71	62.28%	656.29		1,740.00
100-5520-510-5124	Benefits / EAP	230.00	150.40	-	150.40	65.39%	79.60		230.00
100-5520-510-5100	Benefits / Deferred Comp-ER Match	15,600.00	4,395.84	-	4,395.84	28.18%	11,204.16		15,600.00
100-5520-510-5105	Expenses / PERS-Pension Classic	35,950.00	9,476.69	-	9,476.69	26.36%	26,473.31		35,950.00
100-5520-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	6,840.00	12,773.58	-	12,773.58	186.75%	(5,933.58)		6,840.00
100-5520-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	24,620.00	6,503.72	-	6,503.72	26.42%	18,116.28		24,620.00
100-5520-510-5103	Expenses / Workers Comp Ins	2,730.00	3,974.36	-	3,974.36	145.58%	(1,244.36)		2,730.00
	Subtotal: Benefits Expenses	297,060.00	136,518.52	-	136,518.52	46%	160,541.48	-	297,060.00
	Subtotal: Payroll and Benefits Expenses	766,720.00	436,724.29	-	436,724.29	57%	329,995.71	-	766,720.00
100-5520-515-5200	Expenses / Training	6,320.00	574.00	1,599.96	2,173.96	34.40%	4,146.04	-	6,320.00
100-5520-536-5475	Operating Supplies / Uniforms	5,440.00	2,486.10	296.63	2,782.73	51.15%	2,657.27	-	5,440.00
100-5520-530-5407	Operating Supplies / Shop Supplies	11,000.00	4,402.74	1,591.10	5,993.84	54.49%	5,006.16	-	11,000.00
100-5520-540-5608	Repair & Maintenance / Meters & AMR's	318,776.00	137,871.35	16,835.54	154,706.89	48.53%	164,069.11	(50,000.00)	268,776.00
100-5520-525-5319	Outside Labor/Contractors / Labor & Contractors	20,000.00	-	-	-	0.00%	20,000.00	(20,000.00)	-
100-5520-515-5202	Miscellaneous / Trans/Meals/Convention	670.00	939.70	-	939.70	140.25%	(269.70)		670.00
100-5520-540-5601	Miscellaneous / AMR Mtr Replacemnt Prgram	32,000.00	7,306.65	171.05	7,477.70	23.37%	24,522.30		32,000.00
	Subtotal: Non Payroll and Benefits Expenses	394,206.00	153,580.54	20,494.28	174,074.82	44%	220,131.18	(70,000.00)	324,206.00
	Total Expenses: Meter Reading - 5520	1,160,926.00	590,304.83	20,494.28	610,799.11	53%	550,126.89	(70,000.00)	1,090,926.00

			Mid-Year						
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Billing - 5530					-			
100-5530-500-5001	Salaries & Wages / Full Time	214,030.00	147,928.67	-	147,928.67	69.12%	66,101.33		214,030.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5530-500-5003	Salaries & Wages / Overtime	10,000.00	4,457.51	-	4,457.51	44.58%	5,542.49		10,000.00
Not mapped	Salaries & Wages / On Call	-				0.00%	-		-
100-5530-500-5020	Salaries & Wages / Bilingual Compensation	650.00	448.44	-	448.44	68.99%	201.56		650.00
	Subtotal: Payroll Expenses	224,680.00	152,834.62	-	152,834.62	68%	71,845.38	-	224,680.00
100-5530-510-5101	Benefits / FICA	13,360.00	9,527.68	-	9,527.68	71.31%	3,832.32		13,360.00
100-5530-510-5102	Benefits / Medicare	3,130.00	2,228.21	-	2,228.21	71.19%	901.79		3,130.00
100-5530-510-5123	Benefits / Disability Insurance	1,140.00	269.52	-	269.52	23.64%	870.48		1,140.00
100-5530-510-5125	Benefits / Life Insurance	1,000.00	1,263.70	-	1,263.70	126.37%	(263.70)		1,000.00
100-5530-510-5121	Benefits / Dental	3,040.00	2,416.42	-	2,416.42	79.49%	623.58		3,040.00
100-5530-510-5120	Benefits / Hosp / Med Insurance	53,160.00	42,367.54	-	42,367.54	79.70%	10,792.46		53,160.00
100-5530-510-5122	Benefits / Vision Care Insurance	660.00	516.30	-	516.30	78.23%	143.70		660.00
100-5530-510-5124	Benefits / EAP	90.00	71.82	-	71.82	79.80%	18.18		90.00
100-5530-510-5100	Benefits / Deferred Comp-ER Match	5,850.00	896.87	-	896.87	15.33%	4,953.13		5,850.00
100-5530-510-5105	Expenses / PERS-Pension Classic	21,420.00	15,018.96	-	15,018.96	70.12%	6,401.04		21,420.00
Not mapped	PERS-Pension / Employer PEPRA-2nd Tier	-				0.00%	-		-
100-5530-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	14,670.00	10,286.63	-	10,286.63	70.12%	4,383.37		14,670.00
100-5530-510-5103	Expenses / Workers Comp Ins	1,190.00	778.91	-	778.91	65.45%	411.09		1,190.00
	Subtotal: Benefits Expenses	118,710.00	85,642.56	-	85,642.56	72%	33,067.44	-	118,710.00
	Subtotal: Payroll and Benefits Expenses	343,390.00	238,477.18	-	238,477.18	69%	104,912.82	-	343,390.00
100-5530-515-5200	Expenses / Training	4,570.00	495.76	-	495.76	10.85%	4,074.24		4,570.00
100-5530-525-5340	Professional Services / Other Consultants	1,500.00	-	-	-	0.00%	1,500.00	-	1,500.00
100-5530-536-5475	Operating Supplies / Uniforms	600.00	-	-	-	0.00%	600.00	-	600.00
100-5530-530-5403	Operating Supplies / Miscellaneous	3,150.00	434.23	-	434.23	13.79%	2,715.77	-	3,150.00
100-5530-525-5304	Outside Labor / Contractors/Printing	25,900.00	21,585.74	3,140.49	24,726.23	95.47%	1,173.77	10,000.00	35,900.00
100-5530-536-5471	Communication Services / Postage & Shipping	144,360.00	64,161.74	9,512.99	73,674.73	51.04%	70,685.27	(10,000.00)	134,360.00
100-5530-515-5202	Miscellaneous / Trans/Meals/Convention	6,055.00	150.57	804.96	955.53	15.78%	5,099.47		6,055.00
	Subtotal: Non Payroll and Benefits Expenses	186,135.00	86,828.04	13,458.44	100,286.48	54%	85,848.52	-	186,135.00
	Total Expenses: Billing - 5530	529,525.00	325,305.22	13,458.44	338,763.66	64%	190,761.34	-	529,525.00

				Mid-Year					
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Administration - 5610					-			
100-5610-500-5001	Salaries & Wages / Full Time	927,700.00	538,145.93	-	538,145.93	58.01%	389,554.07	(100,000.00)	827,700.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5610-500-5003	Salaries & Wages / Overtime	-	13,479.64	-	13,479.64	0.00%	(13,479.64)	22,000.00	22,000.00
100-5610-500-5020	Salaries & Wages / Bilingual Compensation	-	-	-	-	0.00%	-		-
100-5610-510-5104	Salaries & Wages / Vehicle Allowance	7,200.00	7,690.00	-	7,690.00	106.81%	(490.00)	2,400.00	9,600.00
	Subtotal: Payroll Expenses	934,900.00	559,315.57	-	559,315.57	60%	375,584.43	(75,600.00)	859,300.00
100-5610-510-5101	Benefits / FICA	45,840.00	28,313.53	-	28,313.53	61.77%	17,526.47		45,840.00
100-5610-510-5102	Benefits / Medicare	13,620.00	8,224.69	-	8,224.69	60.39%	5,395.31		13,620.00
100-5610-510-5123	Benefits / Disability Insurance	3,100.00	628.02	-	628.02	20.26%	2,471.98		3,100.00
100-5610-510-5125	Benefits / Life Insurance	2,280.00	2,432.14	-	2,432.14	106.67%	(152.14)		2,280.00
100-5610-510-5121	Benefits / Dental	8,230.00	4,204.74	-	4,204.74	51.09%	4,025.26		8,230.00
100-5610-510-5120	Benefits / Hosp / Med Insurance	133,870.00	64,315.31	-	64,315.31	48.04%	69,554.69	(50,000.00)	83,870.00
100-5610-510-5122	Benefits / Vision Care Insurance	1,520.00	963.76	-	963.76	63.41%	556.24		1,520.00
100-5610-510-5124	Benefits / EAP	210.00	134.02	-	134.02	63.82%	75.98		210.00
100-5610-510-5100	Benefits / Deferred Comp-ER Match	38,650.00	21,180.33	-	21,180.33	54.80%	17,469.67		38,650.00
100-5610-510-5105	Expenses / PERS-Pension Classic	36,000.00	11,606.97	-	11,606.97	32.24%	24,393.03		36,000.00
100-5610-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	38,290.00	21,006.91	-	21,006.91	54.86%	17,283.09		38,290.00
100-5610-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	24,660.00	7,369.38	-	7,369.38	29.88%	17,290.62		24,660.00
100-5610-510-5103	Expenses / Workers Comp Ins	5,550.00	2,967.77	-	2,967.77	53.47%	2,582.23		5,550.00
	Subtotal: Benefits Expenses	351,820.00	173,347.57	-	173,347.57	49%	178,472.43	(50,000.00)	301,820.00
	Subtotal: Payroll and Benefits Expenses	1,286,720.00	732,663.14	-	732,663.14	57%	554,056.86	(125,600.00)	1,161,120.00
100-5610-515-5200	Expenses / Training	6,850.00	3,352.99	-	3,352.99	48.95%	3,497.01		6,850.00
100-5610-536-5475	Operating Supplies / Uniforms	1,000.00	226.21	-	226.21	22.62%	773.79	-	1,000.00
100-5610-536-5500	Miscellaneous / Promotional Activities	20,400.00	10,639.72	-	10,639.72	52.16%	9,760.28	-	20,400.00
100-5610-536-5411	Miscellaneous / Printing	8,700.00	327.49	770.02	1,097.51	12.62%	7,602.49	-	8,700.00
100-5610-515-5202	Miscellaneous / Trans/Meals/Convention	81,880.00	74,689.98	10,632.90	85,322.88	104.20%	(3,442.88)	10,000.00	91,880.00
100-5610-515-5201	Miscellaneous / Dues & Subscriptions	35,830.00	15,113.95	-	15,113.95	42.18%	20,716.05		35,830.00
100-5610-536-5454	Miscellaneous / Office Supplies	6,020.00	273.97	-	273.97	4.55%	5,746.03		6,020.00
100-5610-536-5474	Miscellaneous / Recruitment	2,600.00	(265.80)	-	(265.80)	-10.22%	2,865.80		2,600.00
100-5610-525-5330	Professional Services / Legal	450,000.00	626,634.89	10,000.00	636,634.89	141.47%	(186,634.89)	286,000.00	736,000.00
100-5610-525-5340	Professional Services / Other Consultants	100,000.00	154,215.65	-	154,215.65	154.22%	(54,215.65)	110,000.00	210,000.00
100-5610-536-5452	Miscellaneous / Election Expense	321,280.00	-	-	-	0.00%	321,280.00	(121,150.00)	200,130.00
100-6200-610-6011	Miscellaneous / Discount On Water Bonds	-	-	-	-	0.00%	-		-
100-5610-537-5505	Programs / Regional Programs	40,000.00	-	-	-	0.00%	40,000.00	(25,000.00)	15,000.00
	Subtotal: Non Payroll and Benefits Expenses	1,074,560.00	885,209.05	21,402.92	906,611.97	84%	167,948.03	259,850.00	1,334,410.00
	Total Expenses: Administration - 5610	2,361,280.00	1,617,872.19	21,402.92	1,639,275.11	69%	722,004.89	134,250.00	2,495,530.00

						Mid-Year			
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	General Operations - 5615					-			
100-5615-510-5133	Benefits / Medicare Part B	-	27,957.00	-	27,957.00	0.00%	(27,957.00)		-
100-5615-510-5124	Benefits / EAP	-	-	-	-	0.00%	-		-
100-5615-510-5131	Benefits / Dental-Retired	-	5,952.32	-	5,952.32	0.00%	(5,952.32)		-
100-5615-510-5130	Benefits / Med-Retired	-	90,997.66	-	90,997.66	0.00%	(90,997.66)		-
100-5615-510-5132	Benefits / Vision-Retired	-	1,772.63	-	1,772.63	0.00%	(1,772.63)		-
	Subtotal: Benefits Expenses	_	126 679 61	_	126 679 61	0%	(126 679 61)	_	_

	Cl Assourts	FY 2019-2020 YTD as of 03/13/20  Amended YTD Actual % of							Mid-Year
Incode	GL Accounts  Budget Line Item	Amended Budget	Thru Feb	Encumbrances	Total	% OI Budget	Remaining	Mid Year Adjs	Proposed Budget
100-5615-510-5108	Expenses / PERS-Pension Classic	367,000.00	366,305.00	64.56	366,369.56	99.83%	630.44	Aujs	367,000.00
100-5615-510-5145	Expense / State Unemployment Ins	18,000.00	500.15	-	500.15	2.78%	17,499.85		18,000.00
100-5615-510-5135	Post Employment (GASB 75)	907,000.00	855,952.00	<u>-</u>	855,952.00	94.37%	51,048.00		907,000.00
100-5615-525-5318	Professional Services / Telephone Answering Svc	6,000.00	5,305.95	<u>-</u>	5,305.95	88.43%	694.05		6,000.00
100-5615-525-5308	Professional Services / Alarm	45,000.00	19,654.63	13,136.00	32,790.63	72.87%	12,209.37		45,000.00
100-5615-530-5409	Operating Supplies / Stationery & Office	53,000.00	23,448.13	11,371.88	34,820.01	65.70%	18,179.99		53,000.00
100-5615-530-5402	Operating Supplies / Gasoline & Oil	160,000.00	90,490.23	9,286.11	99,776.34	62.36%	60,223.66		160,000.00
100-5615-530-5408	Operating Supplies / Shop Supplies	90,000.00	50,864.74	34,235.26	85,100.00	94.56%	4,900.00	10,000.00	100,000.00
100-5615-536-5413	Other Expenses / Furniture & Equipment	25,000.00	9,282.81	-	9,282.81	37.13%	15,717.19	ŕ	25,000.00
100-5615-550-5652	Utility Services / Electric	42,000.00	22,844.42	_	22,844.42	54.39%	19,155.58		42,000.00
100-5615-550-5654	Utility Services / Trash	20,000.00	18,967.93	850.00	19,817.93	99.09%	182.07	5,000.00	25,000.00
100-5615-550-5656	Utility Services / Water	2,640.00	1,724.36	-	1,724.36	65.32%	915.64		2,640.00
100-5615-550-5653	Utility Services / Gas	1,800.00	1,297.49	_	1,297.49	72.08%	502.51		1,800.00
100-5615-525-5313	Professional Services / Janitorial	70,000.00	38,654.42	4,424.11	43,078.53	61.54%	26,921.47		70,000.00
100-5615-540-5610	Repair & Maintenance / Office Equipment	20,000.00	6,792.30	10,828.17	17,620.47	88.10%	2,379.53		20,000.00
100-5615-540-5603	Repair & Maintenance / Communication Equipment	10,000.00	300.00	-	300.00	3.00%	9,700.00		10,000.00
100-5615-540-5617	Repair & Maintenance / Vehicle	120,000.00	45,932.71	4,757.96	50,690.67	42.24%	69,309.33	(20,000.00)	100,000.00
100-5615-526-5380	Leasing / Vehicle	90,000.00	40,528.45	-	40,528.45	45.03%	49,471.55	(20,000.00)	70,000.00
100-5615-536-5303	Miscellaneous / Insurance-Auto / Gen	230,000.00	199,741.15	-	199,741.15	86.84%	30,258.85		230,000.00
100-5615-550-5650	Communication Services / Telephone	94,750.00	80,410.49	15,114.47	95,524.96	100.82%	(774.96)	20,000.00	114,750.00
100-5615-536-5471	Communication Services / Postage & Shipping	12,000.00	3,477.45	60.88	3,538.33	29.49%	8,461.67		12,000.00
100-5615-525-5319	Outside Labor / Contractors/Labor & Contractors	-	-	-	-	0.00%	-		-
100-5615-540-5470	Improvements Projects / Cap Improvement Proj Exp	50,000.00	_	_	-	0.00%	50,000.00		50,000.00
100-5615-526-5381	Rentals / Equipment	15,000.00	965.99	_	965.99	6.44%	14,034.01	(10,000.00)	5,000.00
100 3013 310 3001		13,000.00	303.33			211172	,	(10,000.00)	5,555
100-5615-540-5613	Repair & Maintenance / Structures & Improvements	43,000.00	32,077.81	5,388.79	37,466.60	87.13%	5,533.40		43,000.00
100-5615-540-5607	Repair & Maintenance / Major Equip & Gen Plant	15,000.00	7,995.10	-	7,995.10	53.30%	7,004.90		15,000.00
100-5615-540-5615	Repair & Maintenance / Tools	-	-	-	-	0.00%	-		-
Not mapped	PERS-Pension / Employer PEPRA-2nd Tier	-				0.00%	-		-
100-8000-700-5450	Miscellaneous / Cap Expenditure-Equip	-	-	-	-	0.00%	-		-
100-5615-536-5473	Miscellaneous / Permits & Fees	197,700.00	116,508.10	678.00	117,186.10	59.27%	80,513.90		197,700.00
100-8000-700-5451	Miscellaneous / Cap Expenditure-Improve	-				0.00%	-		-
100-5615-536-5455	Bad Debt Expense / Water Related	30,000.00	-	-	-	0.00%	30,000.00		30,000.00
100-6100-612-6030	Board Approved / Rate Rebate	-	(37.03)	-	(37.03)	0.00%	37.03		-
100-6100-612-6031	Board Approved / Rate Rebate	-	(54.06)	-	(54.06)	0.00%	54.06		-
	Subtotal: Non Payroll and Benefits Expenses	2,734,890.00	2,039,930.72	110,196.19	2,150,126.91	79%	584,763.09	(15,000.00)	2,719,890.00
	Total Expenses: General Operations - 5615	2,734,890.00	2,166,610.33	110,196.19	2,276,806.52	83%_	458,083.48	(15,000.00)	2,719,890.00

				FY 2019-2020 YT			Mid-Year		
GL Accounts		Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Accounting - 5620					-			
100-5620-500-5001	Salaries & Wages / Full Time	386,890.00	262,719.39	-	262,719.39	67.91%	124,170.61		386,890.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5620-500-5003	Salaries & Wages / Overtime	15,000.00	11,218.05	-	11,218.05	74.79%	3,781.95		15,000.00
100-5620-500-5020	Salaries & Wages / Bilingual Compensation	1,950.00	1,193.06	-	1,193.06	61.18%	756.94		1,950.00
	Subtotal: Payroll Expenses	403,840.00	275,130.50	-	275,130.50	68%	128,709.50	-	403,840.00
100-5620-510-5101	Benefits / FICA	24,200.00	17,298.58	-	17,298.58	71.48%	6,901.42		24,200.00
100-5620-510-5102	Benefits / Medicare	5,660.00	4,045.66	-	4,045.66	71.48%	1,614.34		5,660.00
100-5620-510-5123	Benefits / Disability Insurance	1,970.00	466.98	-	466.98	23.70%	1,503.02		1,970.00
100-5620-510-5125	Benefits / Life Insurance	1,640.00	1,992.25	-	1,992.25	121.48%	(352.25)		1,640.00
100-5620-510-5121	Benefits / Dental	8,080.00	6,020.70	-	6,020.70	74.51%	2,059.30		8,080.00
100-5620-510-5120	Benefits / Hosp / Med Insurance	111,580.00	83,843.07	-	83,843.07	75.14%	27,736.93		111,580.00
100-5620-510-5122	Benefits / Vision Care Insurance	1,090.00	808.87	-	808.87	74.21%	281.13		1,090.00
100-5620-510-5124	Benefits / EAP	150.00	112.21	-	112.21	74.81%	37.79		150.00
100-5620-510-5100	Benefits / Deferred Comp-ER Match	9,750.00	4,021.25	-	4,021.25	41.24%	5,728.75		9,750.00
100-5620-510-5105	Expenses / PERS-Pension Classic	25,900.00	18,130.51	-	18,130.51	70.00%	7,769.49		25,900.00
100-5620-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	8,890.00	5,279.24	-	5,279.24	59.38%	3,610.76		8,890.00
100-5620-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	17,740.00	12,417.01	-	12,417.01	69.99%	5,322.99		17,740.00
100-5620-510-5103	Expenses / Workers Comp Ins	2,160.00	1,407.04	-	1,407.04	65.14%	752.96		2,160.00
	Subtotal: Benefits Expenses	218,810.00	155,843.37	-	155,843.37	71%	62,966.63	-	218,810.00
	Subtotal: Payroll and Benefits Expenses	622,650.00	430,973.87	-	430,973.87	69%	191,676.13	-	622,650.00
100-5620-515-5200	Expenses / Training	6,690.00	144.04	-	144.04	2.15%	6,545.96	-	6,690.00
100-5620-536-5475	Operating Supplies / Uniforms	1,200.00	-	-	-	0.00%	1,200.00	-	1,200.00
100-5620-515-5202	Miscellaneous / Trans/Meals/Convention	6,960.00	2,018.95	1,609.92	3,628.87	52.14%	3,331.13		6,960.00
100-5620-530-5403	Operating Supplies / Miscellaneous	1,000.00	369.95	-	369.95	37.00%	630.05		1,000.00
100-5620-536-5302	Miscellaneous / Bank Account Analysis	60,000.00	35,525.31	-	35,525.31	59.21%	24,474.69		60,000.00
Not mapped	Miscellaneous / Sweep Fees	-				0.00%	-		-
100-5620-515-5201	Miscellaneous / Dues & Subscriptions	2,048.00	922.00	-	922.00	45.02%	1,126.00		2,048.00
100-5620-525-5310	Professional Services / Auditing	37,935.00	20,000.00	460.00	20,460.00	53.93%	17,475.00		37,935.00
100-5620-525-5312	Professional Services / Fiscal Agent	9,600.00	2,315.54	-	2,315.54	24.12%	7,284.46		9,600.00
100-5620-525-5307	Professional Services / Accounting Assistance	-	-	-	-	0.00%	-		-
100-5620-525-5340	Professional Services / Consultants	29,500.00	18,534.42	-	18,534.42	62.83%	10,965.58		29,500.00
Not mapped	Outside Labor / Contractors/Labor & Contractors	-				0.00%	-		-
100-5620-536-5476	Other Miscellaneous / County Tax Collection Fee	400.00	14.40	-	14.40	3.60%	385.60		400.00
Not mapped	Other Miscellaneous / Penalties	-				0.00%	-		-
	Subtotal: Non Payroll and Benefits Expenses	155,333.00	79,844.61	2,069.92	81,914.53	53%	73,418.47	-	155,333.00
	Total Expenses: Accounting - 5620	777,983.00	510,818.48	2,069.92	512,888.40	66%	265,094.60	_	777,983.00

				Mid-Year					
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Engineering - 5630					-			
100-5630-500-5001	Salaries & Wages / Full Time	1,188,120.00	685,524.97	304.38	685,829.35	57.72%	502,290.65		1,188,120.00
100-5630-500-5002	Salaries & Wages / Part Time	-	9,177.45	-	9,177.45	0.00%	(9,177.45)		-
100-5630-500-5003	Salaries & Wages / Overtime	2,000.00	2,540.54	-	2,540.54	127.03%	(540.54)	3,000.00	5,000.00
100-5630-500-5004	Salaries & Wages / On Call	-	-	-	-	0.00%	-		-
100-5630-500-5020	Salaries & Wages / Bilingual Compensation	650.00	448.43	-	448.43	68.99%	201.57		650.00
Not mapped	Salaries & Wages / Vehicle Allowance	-				0.00%	-		
	Subtotal: Payroll Expenses	1,190,770.00	697,691.39	304.38	697,995.77	59%	492,774.23	3,000.00	1,193,770.00
100-5630-510-5101	Benefits / FICA	67,190.00	43,010.17	-	43,010.17	64.01%	24,179.83		67,190.00
100-5630-510-5102	Benefits / Medicare	16,950.00	10,293.63	-	10,293.63	60.73%	6,656.37		16,950.00
100-5630-510-5123	Benefits / Disability Insurance	5,350.00	896.22	-	896.22	16.75%	4,453.78		5,350.00
100-5630-510-5125	Benefits / Life Insurance	3,790.00	4,317.98	-	4,317.98	113.93%	(527.98)		3,790.00
100-5630-510-5121	Benefits / Dental	13,520.00	6,796.16	-	6,796.16	50.27%	6,723.84		13,520.00
100-5630-510-5120	Benefits / Hosp / Med Insurance	230,950.00	117,892.11	-	117,892.11	51.05%	113,057.89		230,950.00
100-5630-510-5122	Benefits / Vision Care Insurance	2,390.00	1,531.69	-	1,531.69	64.09%	858.31		2,390.00
100-5630-510-5124	Benefits / EAP	330.00	213.33	-	213.33	64.65%	116.67		330.00
100-5630-510-5100	Benefits / Deferred Comp-ER Match	26,450.00	10,889.05	-	10,889.05	41.17%	15,560.95		26,450.00
100-5630-510-5105	Expenses / PERS-Pension Classic	96,690.00	37,019.88	-	37,019.88	38.29%	59,670.12		96,690.00
100-5630-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	13,710.00	21,392.73	-	21,392.73	156.04%	(7,682.73)		13,710.00
100-5630-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	66,220.00	25,371.84	-	25,371.84	38.31%	40,848.16		66,220.00
100-5630-510-5103	Expenses / Workers Comp Ins	14,880.00	9,864.06	-	9,864.06	66.29%	5,015.94		14,880.00
	Subtotal: Benefits Expenses	558,420.00	289,488.85	-	289,488.85	52%	268,931.15	-	558,420.00
	Subtotal: Payroll and Benefits Expenses	1,749,190.00	987,180.24	304.38	987,484.62	56%	761,705.38	3,000.00	1,752,190.00
100-5630-515-5200	Expenses / Training	8,030.00	7,151.99	999.95	8,151.94	101.52%	(121.94)	6,500.00	14,530.00
100-5630-536-5475	Operating Supplies / Uniforms	3,500.00	541.87	345.33	887.20	25.35%	2,612.80	3,000.00	6,500.00
100-5630-515-5202	Miscellaneous / Trans/Meals/Convention	1,000.00	120.42	-	120.42	12.04%	879.58		1,000.00
100-5630-540-5610	Repair & Maintenance / Office Equipment	5,000.00	2,451.31	-	2,451.31	49.03%	2,548.69		5,000.00
100-5630-525-5311	Professional Services / Engineering	-	400.00	-	400.00	0.00%	(400.00)	400.00	400.00
Not mapped	Professional Services / Computer Programer-GIS	-				0.00%	-		-
Not mapped	Professional Services / Computer Prog-Wellhead	-				0.00%	-		-
100-5630-525-5340	Professional Services / Other Consultants	320,000.00	750.00	-	750.00	0.23%	319,250.00	(160,000.00)	160,000.00
Not mapped	Professional Services / GIS Licensing	-				0.00%	-		-
·	Subtotal: Non Payroll and Benefits Expenses	337,530.00	11,415.59	1,345.28	12,760.87	4%	324,769.13	(150,100.00)	187,430.00
	Total Expenses: Engineering Before Reclasses to CIP	2,086,720.00	998,595.83	1,649.66	1,000,245.49	48%	1,086,474.51	(147,100.00)	1,939,620.00
100 5630 500 5000	Cap Improvement Projects / Expenses Reclass To CIP	(2,000,029,00)				0.00%	(2 000 020 00)		
100-5630-500-5090		(2,099,028.00)		1 640 66	1 000 345 40		(2,099,028.00)	(147 100 00)	(2,099,028.00)
	Total Expenses: Engineering - 5630 _	(12,308.00)	998,595.83	1,649.66	1,000,245.49	-8127%	(1,012,553.49)	(147,100.00)	(159,408.00)

	FY 2019-2020 YTD as of 03/13/20								Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Information Technology - 5640								
100-5640-500-5001	Salaries & Wages / Full Time	482,190.00	277,443.95	-	277,443.95	57.54%	204,746.05		482,190.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5640-500-5003	Salaries & Wages / Overtime	15,000.00	5,317.32	-	5,317.32	35.45%	9,682.68		15,000.00
	Subtotal: Payroll Expenses	497,190.00	282,761.27	-	282,761.27	57%	214,428.73	-	497,190.00
100-5640-510-5101	Benefits / FICA	27,290.00	14,789.21	-	14,789.21	54.19%	12,500.79		27,290.00
100-5640-510-5102	Benefits / Medicare	6,730.00	4,142.71	-	4,142.71	61.56%	2,587.29		6,730.00
100-5640-510-5123	Benefits / Disability Insurance	2,060.00	366.39	-	366.39	17.79%	1,693.61		2,060.00
100-5640-510-5125	Benefits / Life Insurance	1,390.00	1,473.93	-	1,473.93	106.04%	(83.93)		1,390.00
100-5640-510-5121	Benefits / Dental	6,460.00	3,843.00	-	3,843.00	59.49%	2,617.00		6,460.00
100-5640-510-5120	Benefits / Hosp / Med Insurance	94,460.00	54,097.46	-	54,097.46	57.27%	40,362.54		94,460.00
100-5640-510-5122	Benefits / Vision Care Insurance	870.00	516.30	-	516.30	59.34%	353.70		870.00
100-5640-510-5124	Benefits / EAP	120.00	71.82	-	71.82	59.85%	48.18		120.00
100-5640-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	3,142.03	-	3,142.03	40.28%	4,657.97		7,800.00
100-5640-510-5105	Expenses / PERS-Pension Classic	46,620.00	27,180.48	-	27,180.48	58.30%	19,439.52		46,620.00
100-5640-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	-	-	-	-	0.00%	-		-
100-5640-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	31,930.00	18,615.02	-	18,615.02	58.30%	13,314.98		31,930.00
100-5640-510-5103	Expenses / Workers Comp Ins	2,630.00	1,428.27	-	1,428.27	54.31%	1,201.73		2,630.00
	Subtotal: Benefits Expenses	228,360.00	129,666.62	-	129,666.62	57%	98,693.38	-	228,360.00
	Subtotal: Payroll and Benefits Expenses	725,550.00	412,427.89	-	412,427.89	57%	313,122.11	-	725,550.00
100-5640-515-5200	Expenses / Training	-	-	-	-	0.00%	-		-
100-5640-515-5202	Miscellaneous / Trans/Meals/Convention	694.00	165.00	-	165.00	23.78%	529.00		694.00
100-5640-530-5410	Miscellaneous / Computer Supplies & Maint	119,200.00	61,297.01	26,805.92	88,102.93	73.91%	31,097.07		119,200.00
100-5640-550-5651	Miscellaneous / High Speed Internet Ser	20,890.00	6,117.92	662.30	6,780.22	32.46%	14,109.78		20,890.00
100-5640-525-5316	Professional Services / Programmer	45,000.00	6,353.00	5,885.00	12,238.00	27.20%	32,762.00		45,000.00
100-5640-540-5604	Repair & Maintenance / Contracts And Licensing	313,740.00	146,843.35	4,878.03	151,721.38	48.36%	162,018.62		313,740.00
	Subtotal: Non Payroll and Benefits Expenses	499,524.00	220,776.28	38,231.25	259,007.53	52%	240,516.47	-	499,524.00
	Total Expenses: Information Technology - 5640	1,225,074.00	633,204.17	38,231.25	671,435.42	55%	553,638.58	-	1,225,074.00

						Mid-Year			
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	GIS - 5645					-			
100-5645-500-5001	Salaries & Wages / Full Time	85,960.00	-	-	-	0.00%	85,960.00		85,960.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
Not mapped	Salaries & Wages / Overtime	-				0.00%	<u>-</u>		-
	Subtotal: Payroll Expenses	85,960.00	-	-	-	0%	85,960.00	-	85,960.00
100-5645-510-5101	Benefits / FICA	5,350.00	-	<del>-</del>	-	0.00%	5,350.00		5,350.00
100-5645-510-5102	Benefits / Medicare	1,260.00	-	<del>-</del>	-	0.00%	1,260.00		1,260.00
100-5645-510-5123	Benefits / Disability Insurance	480.00	-	_	-	0.00%	480.00		480.00
100-5645-510-5125	Benefits / Life Insurance	350.00	-	-	-	0.00%	350.00		350.00
100-5645-510-5121	Benefits / Dental	450.00	-	<u>-</u>	-	0.00%	450.00		450.00
100-5645-510-5120	Benefits / Hosp / Med Insurance	7,860.00	-	<del>-</del>	-	0.00%	7,860.00		7,860.00
100-5645-510-5122	Benefits / Vision Care Insurance	220.00	-	<del>-</del>	-	0.00%	220.00		220.00
100-5645-510-5124	Benefits / EAP	30.00	-	_	-	0.00%	30.00		30.00
100-5645-510-5100	Benefits / Deferred Comp-ER Match	1,950.00	-	-	-	0.00%	1,950.00		1,950.00
Not mapped	Expenses / PERS-Pension Classic	-				0.00%	-		-
100-5645-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	5,900.00	-	_	-	0.00%	5,900.00		5,900.00
Not mapped	PERS-Pension / Classic-Epmc Neg. Benefit	-				0.00%	-		-
100-5645-510-5103	Expenses / Workers Comp Ins	490.00	-	_	-	0.00%	490.00		490.00
	Subtotal: Benefits Expenses	24,340.00	-	-	-	0%	24,340.00	-	24,340.00
	Subtotal: Payroll and Benefits Expenses	110,300.00	-	-	-	0%	110,300.00	-	110,300.00
100-5645-515-5200	Expenses / Training	3,900.00	199.99	-	199.99	5.13%	3,700.01		3,900.00
100-5645-515-5202	Miscellaneous / Trans/Meals/Convention	3,000.00	1,255.96	-	1,255.96	41.87%	1,744.04		3,000.00
100-5645-530-5410	Miscellaneous / Computer Supplies & Maint	3,000.00	-	<u>-</u>	-	0.00%	3,000.00		3,000.00
Not mapped	Miscellaneous / High Speed Internet Ser	-				0.00%	-		-
100-5645-525-5316	Professional Services / Programmer	30,000.00	-	<u>-</u>	-	0.00%	30,000.00		30,000.00
Not mapped	Repair & Maintenance / Contracts And Licensing	-				0.00%	-		-
Not mapped	Outside Labor / Contractors/Labor & Contractors	-				0.00%	-		-
	Subtotal: Non Payroll and Benefits Expenses	39,900.00	1,455.95	-	1,455.95	4%	38,444.05	-	39,900.00
	Total Expenses: GIS - 5645	150,200.00	1,455.95	-	1,455.95	1%	148,744.05	-	150,200.00

		FY 2019-2020 YTD as of 03/13/20							Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Board of Directors - 5650					-			
100-5650-500-5002	Salaries & Wages / Part Time	97,250.00	54,348.28	-	54,348.28	55.89%	42,901.72		97,250.00
	Subtotal: Payroll Expenses	97,250.00	54,348.28	-	54,348.28	56%	42,901.72	-	97,250.00
100-5650-510-5123	Benefits / Disability Insurance	200.00	45.78	-	45.78	22.89%	154.22		200.00
100-5650-510-5125	Benefits / Life Insurance	230.00	216.56	-	216.56	94.16%	13.44		230.00
100-5650-510-5101	Benefits / FICA	6,030.00	3,369.55	-	3,369.55	55.88%	2,660.45		6,030.00
100-5650-510-5102	Benefits / Medicare	1,410.00	788.08	-	788.08	55.89%	621.92		1,410.00
100-5650-510-5121	Benefits / Dental	4,710.00	3,687.06	-	3,687.06	78.28%	1,022.94		4,710.00
100-5650-510-5120	Benefits / Hosp / Med Insurance	85,790.00	71,877.85	-	71,877.85	83.78%	13,912.15		85,790.00
100-5650-510-5122	Benefits / Vision Care Insurance	1,090.00	826.08	-	826.08	75.79%	263.92		1,090.00
100-5650-510-5105	Expenses / PERS-Pension Classic	-	-	-	-	0.00%	-		-
100-5650-510-5103	Expenses / Workers Comp Ins	640.00	118.17	-	118.17	18.46%	521.83		640.00
	Subtotal: Benefits Expenses	100,100.00	80,929.13	-	80,929.13	81%	19,170.87	-	100,100.00
	Subtotal: Payroll and Benefits Expenses	197,350.00	135,277.41	-	135,277.41	69%	62,072.59	-	197,350.00
100-5650-525-5340	Professional Services / Other Consultants	-	23,135.85	-	23,135.85	0.00%	(23,135.85)	31,000.00	31,000.00
100-5650-515-5200	Expenses / Training	3,000.00	250.00	-	250.00	8.33%	2,750.00	-	3,000.00
100-5650-530-5403	Operating Supplies / Miscellaneous	1,000.00	273.87	-	273.87	27.39%	726.13	-	1,000.00
Not mapped	Miscellaneous / Election Expense	-				0.00%	-	-	-
100-5650-515-5202	Miscellaneous / Trans/Meals/Convention	25,000.00	11,512.21	-	11,512.21	46.05%	13,487.79	-	25,000.00
	Subtotal: Non Payroll and Benefits Expenses	29,000.00	35,171.93	-	35,171.93	121%	(6,171.93)	31,000.00	60,000.00
	Total Expenses: Board of Directors - 5650	226,350.00	170,449.34	-	170,449.34	75%	55,900.66	31,000.00	257,350.00

				FY 2019-2020 YT	D as of 03/13/20	0			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Human Resources/Risk Management - 5660					-			
100-5660-500-5001	Salaries & Wages / Full Time	360,900.00	257,339.50	-	257,339.50	71.30%	103,560.50		360,900.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5660-500-5003	Salaries & Wages / Overtime	-	5,427.63	-	5,427.63	0.00%	(5,427.63)	7,500.00	7,500.00
100-5660-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	900.00	-	900.00	69.23%	400.00		1,300.00
100-5660-510-5104	Salaries & Wages / Vehicle Allowance	6,500.00	4,500.00	-	4,500.00	69.23%	2,000.00		6,500.00
	Subtotal: Payroll Expenses	368,700.00	268,167.13	-	268,167.13	73%	100,532.87	7,500.00	376,200.00
100-5660-510-5101	Benefits / FICA	20,350.00	14,926.73	-	14,926.73	73.35%	5,423.27		20,350.00
100-5660-510-5102	Benefits / Medicare	5,210.00	4,100.06	-	4,100.06	78.70%	1,109.94		5,210.00
100-5660-510-5123	Benefits / Disability Insurance	1,270.00	351.21	-	351.21	27.65%	918.79		1,270.00
100-5660-510-5125	Benefits / Life Insurance	980.00	1,451.00	-	1,451.00	148.06%	(471.00)		980.00
100-5660-510-5121	Benefits / Dental	3,290.00	2,613.16	-	2,613.16	79.43%	676.84		3,290.00
100-5660-510-5120	Benefits / Hosp / Med Insurance	59,570.00	47,545.23	-	47,545.23	79.81%	12,024.77		59,570.00
100-5660-510-5122	Benefits / Vision Care Insurance	660.00	517.33	-	517.33	78.38%	142.67		660.00
100-5660-510-5124	Benefits / EAP	90.00	71.96	-	71.96	79.96%	18.04		90.00
100-5660-510-5100	Benefits / Deferred Comp-ER Match	10,850.00	7,500.00	-	7,500.00	69.12%	3,350.00		10,850.00
100-5660-510-5105	Expenses / PERS-Pension Classic	9,590.00	6,852.09	-	6,852.09	71.45%	2,737.91		9,590.00
100-5660-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	17,750.00	9,692.93	-	9,692.93	54.61%	8,057.07		17,750.00
100-5660-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	6,570.00	4,692.73	-	4,692.73	71.43%	1,877.27		6,570.00
100-5660-510-5103	Expenses / Workers Comp Ins	1,980.00	1,348.24	-	1,348.24	68.09%	631.76		1,980.00
	Subtotal: Benefits Expenses	138,160.00	101,662.67	-	101,662.67	74%	36,497.33	-	138,160.00
	Subtotal: Payroll and Benefits Expenses	506,860.00	369,829.80	-	369,829.80	73%	137,030.20	7,500.00	514,360.00
100-5660-515-5200	Expenses / Training	56,330.00	19,094.58	4,675.00	23,769.58	42.20%	32,560.42		56,330.00
100-5660-515-5202	Miscellaneous / Trans/Meals/Convention	18,750.00	1,079.56	-	1,079.56	5.76%	17,670.44		18,750.00
100-5660-530-5406	Operating Supplies / Safety Recognition Supply	42,800.00	17,877.68	-	17,877.68	41.77%	24,922.32		42,800.00
100-5660-530-5405	Operating Supplies / Safety	4,650.00	2,071.69	-	2,071.69	44.55%	2,578.31		4,650.00
100-5660-530-5403	Operating Supplies / Miscellaneous	3,680.00	194.88	481.40	676.28	18.38%	3,003.72		3,680.00
100-5660-515-5201	Miscellaneous / Dues & Subscriptions	24,864.00	6,684.75	-	6,684.75	26.89%	18,179.25		24,864.00
100-5660-536-5474	Miscellaneous / Recruitment	15,750.00	8,802.76	-	8,802.76	55.89%	6,947.24		15,750.00
100-5660-510-5453	Miscellaneous / Employee Wellness Program	16,000.00	559.50	59.80	619.30	3.87%	15,380.70		16,000.00
100-5660-525-5330	Professional Services / Legal	-	-	-	-	0.00%	-		-
100-5660-525-5340	Professional Services / Other Consultants	120,000.00	65,400.00	24,180.00	89,580.00	74.65%	30,420.00	-	120,000.00
	Subtotal: Non Payroll and Benefits Expenses	302,824.00	121,765.40	29,396.20	151,161.60	50%	151,662.40	-	302,824.00
	Total Expenses: Human Resources/Risk Management -	000 000 00	404 ======		F06 004		202.222.22		04= 45 - 55
	5660_	809,684.00	491,595.20	29,396.20	520,991.40	64%	288,692.60	7,500.00	817,184.00

				FY 2019-2020 YT	D as of 03/13/20	)			Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Purchasing - 5680					-			
100-5680-500-5001	Salaries & Wages / Full Time	277,040.00	162,490.02	-	162,490.02	58.65%	114,549.98	(30,000.00)	247,040.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
100-5680-500-5003	Salaries & Wages / Overtime	7,500.00	10,507.26	-	10,507.26	140.10%	(3,007.26)	8,000.00	15,500.00
100-5680-500-5021	Salaries & Wages / Class A Drivers License	650.00	448.91	-	448.91	69.06%	201.09		650.00
100-5680-500-5020	Salaries & Wages / Bilingual Compensation	650.00	450.00	-	450.00	69.23%	200.00		650.00
	Subtotal: Payroll Expenses	285,840.00	173,896.19	-	173,896.19	61%	111,943.81	(22,000.00)	263,840.00
100-5680-510-5101	Benefits / FICA	17,580.00	10,952.00	-	10,952.00	62.30%	6,628.00		17,580.00
100-5680-510-5102	Benefits / Medicare	4,110.00	2,561.37	-	2,561.37	62.32%	1,548.63		4,110.00
100-5680-510-5123	Benefits / Disability Insurance	1,820.00	247.71	-	247.71	13.61%	1,572.29		1,820.00
100-5680-510-5125	Benefits / Life Insurance	1,350.00	1,365.82	-	1,365.82	101.17%	(15.82)		1,350.00
100-5680-510-5121	Benefits / Dental	6,460.00	3,116.77	-	3,116.77	48.25%	3,343.23		6,460.00
100-5680-510-5120	Benefits / Hosp / Med Insurance	97,720.00	49,995.79	-	49,995.79	51.16%	47,724.21		97,720.00
100-5680-510-5122	Benefits / Vision Care Insurance	870.00	533.51	-	533.51	61.32%	336.49		870.00
100-5680-510-5124	Benefits / EAP	120.00	74.17	-	74.17	61.81%	45.83		120.00
100-5680-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	2,755.43	-	2,755.43	35.33%	5,044.57		7,800.00
100-5680-510-5105	Expenses / PERS-Pension Classic	7,350.00	-	-	-	0.00%	7,350.00		7,350.00
100-5680-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	14,240.00	11,348.17	-	11,348.17	79.69%	2,891.83		14,240.00
100-5680-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	5,030.00	-	-	-	0.00%	5,030.00		5,030.00
100-5680-510-5103	Expenses / Workers Comp Ins	1,600.00	885.12	-	885.12	55.32%	714.88		1,600.00
	Subtotal: Benefits Expenses	166,050.00	83,835.86	-	83,835.86	50%	82,214.14	-	166,050.00
	Subtotal: Payroll and Benefits Expenses	451,890.00	257,732.05	-	257,732.05	57%	194,157.95	(22,000.00)	429,890.00
100-5680-515-5200	Expenses / Training	1,600.00	891.37	604.51	1,495.88	93.49%	104.12		1,600.00
100-5680-536-5475	Operating Supplies / Uniforms	2,100.00	894.05	68.96	963.01	45.86%	1,136.99		2,100.00
100-5680-515-5202	Miscellaneous / Trans/Meals/Convention	3,050.00	708.31	56.68	764.99	25.08%	2,285.01		3,050.00
100-5680-530-5403	Operating Supplies / Miscellaneous	2,000.00	-	60.00	60.00	3.00%	1,940.00		2,000.00
100-5680-515-5201	Miscellaneous / Dues & Subscriptions	1,750.00	-	630.00	630.00	36.00%	1,120.00	_	1,750.00
	Subtotal: Non Payroll and Benefits Expenses	10,500.00	2,493.73	1,420.15	3,913.88	37%	6,586.12	_	10,500.00
	Total Expenses: Purchasing - 5680	462,390.00	260,225.78	1,420.15	261,645.93	57%	200,744.07	(22,000.00)	440,390.00

		FY 2019-2020 YTD as of 03/13/20							Mid-Year
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Public Affairs - 5710								
100-5710-500-5001	Salaries & Wages / Full Time	479,140.00	622,504.62	-	622,504.62	129.92%	(143,364.62)		479,140.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	<del>-</del>		-
100-5710-500-5003	Salaries & Wages / Overtime	14,000.00	16,045.76	-	16,045.76	114.61%	(2,045.76)		14,000.00
100-5710-500-5020	Salaries & Wages / Bilingual Compensation	650.00	231.81	-	231.81	35.66%	418.19		650.00
100-5710-510-5104	Salaries & Wages / Vehicle Allowance	-	3,300.00	-	3,300.00	0.00%	(3,300.00)	7,200.00	7,200.00
	Subtotal: Payroll Expenses	493,790.00	642,082.19	-	642,082.19	130%	(148,292.19)	7,200.00	500,990.00
100-5710-510-5101	Benefits / FICA	24,810.00	27,096.93	-	27,096.93	109.22%	(2,286.93)		24,810.00
100-5710-510-5102	Benefits / Medicare	6,840.00	9,373.08	-	9,373.08	137.03%	(2,533.08)		6,840.00
100-5710-510-5123	Benefits / Disability Insurance	2,060.00	553.38	-	553.38	26.86%	1,506.62		2,060.00
100-5710-510-5125	Benefits / Life Insurance	1,390.00	2,389.12	-	2,389.12	171.88%	(999.12)		1,390.00
100-5710-510-5121	Benefits / Dental	4,220.00	3,836.60	-	3,836.60	90.91%	383.40		4,220.00
100-5710-510-5120	Benefits / Hosp / Med Insurance	78,290.00	78,494.99	-	78,494.99	100.26%	(204.99)		78,290.00
100-5710-510-5122	Benefits / Vision Care Insurance	870.00	894.92	-	894.92	102.86%	(24.92)		870.00
100-5710-510-5124	Benefits / EAP	120.00	124.40	-	124.40	103.67%	(4.40)		120.00
100-5710-510-5100	Benefits / Deferred Comp-ER Match	12,800.00	1,426.45	-	1,426.45	11.14%	11,373.55		12,800.00
100-5710-510-5105	Expenses / PERS-Pension Classic	19,900.00	7,166.12	-	7,166.12	36.01%	12,733.88		19,900.00
100-5710-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	18,430.00	25,554.70	-	25,554.70	138.66%	(7,124.70)		18,430.00
100-5710-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	13,630.00	4,907.76	-	4,907.76	36.01%	8,722.24		13,630.00
100-5710-510-5103	Expenses / Workers Comp Ins	2,770.00	2,659.62	-	2,659.62	96.02%	110.38		2,770.00
	Subtotal: Benefits Expenses	186,130.00	164,478.07	-	164,478.07	88%	21,651.93	-	186,130.00
	Subtotal: Payroll and Benefits Expenses	679,920.00	806,560.26	-	806,560.26	119%	(126,640.26)	7,200.00	687,120.00
100-5710-515-5200	Expense / Training	13,192.00	255.00	577.96	832.96	6.31%	12,359.04		13,192.00
100-5710-536-5475	Operating Supplies / Uniforms	2,500.00	5,606.95	-	5,606.95	224.28%	(3,106.95)	6,000.00	8,500.00
100-5710-536-5471	Postage	27,000.00	-	9,341.25	9,341.25	34.60%	17,658.75	(13,000.00)	14,000.00
100-5710-536-5411	Miscellaneous / Printing	31,100.00	5,127.48	4,951.89	10,079.37	32.41%	21,020.63	(15,000.00)	16,100.00
100-5710-515-5202	Miscellaneous / Trans/Meals/Convention	4,620.00	3,603.36	-	3,603.36	77.99%	1,016.64		4,620.00
100-5710-515-5201	Miscellaneous / Dues & Subscriptions	4,820.00	300.00	-	300.00	6.22%	4,520.00		4,820.00
100-5710-525-5340	Professional Services / Other Consultants	276,500.00	99,898.75	10,484.44	110,383.19	39.92%	166,116.81		276,500.00
100-5710-525-5319	Outside Labor / Contractors/Labor & Contractors	-	-	-	-	0.00%	-		-
100-5710-537-5503	Programs / Rebate	-	-	-	-	0.00%	-		-
100-5710-537-5504	Programs / Regional Conservation	-	-	-	-	0.00%	-		-
100-5710-537-5506	Sponsorships	38,500.00	4,849.00	-	4,849.00	12.59%	33,651.00	(25,000.00)	13,500.00
100-5710-537-5502	Outreach Programs	37,100.00	3,883.07	1,387.04	5,270.11	14.21%	31,829.89	(25,000.00)	12,100.00
Not mapped	Federal Conserv Grant / Irrigation Devices	-	•					,	-
	Subtotal: Non Payroll and Benefits Expenses	435,332.00	123,523.61	26,742.58	150,266.19	0.35	285,065.81	(72,000.00)	363,332.00
	Total Expenses: Public Affairs - 5710	1,115,252.00	930,083.87	26,742.58	956,826.45	86%	158,425.55	(64,800.00)	1,050,452.00

		FY 2019-2020 YTD as of 03/13/20						Mid-Year	
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Grants & Rebates - 5720					-			
100-5720-525-5340	Professional Services / Other Consultants	85,000.00	-	-	-	0.00%	85,000.00	(60,000.00)	25,000.00
100-5720-537-5503	Programs / Rebate	61,000.00	9,106.63	-	9,106.63	14.93%	51,893.37	(20,000.00)	41,000.00
100-5720-537-5472	Programs / Grants	-	-	-	-	0.00%	-	-	-
	Subtotal: Non Payroll and Benefits Expenses	146,000.00	9,106.63	-	9,106.63	6%	136,893.37	(80,000.00)	66,000.00
	Total Expenses: Grants & Rebates - 5720	146,000.00	9,106.63	-	9,106.63	6%	136,893.37	(80,000.00)	66,000.00

		FY 2019-2020 YTD as of 03/13/20						Mid-Year	
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Water Resources Management - 5730					-			
100-5730-500-5001	Salaries & Wages / Full Time	94,920.00	-	-	-	0.00%	94,920.00		94,920.00
Not mapped	Salaries & Wages / Part Time	-				0.00%	-		-
Not mapped	Salaries & Wages / Overtime	-				0.00%	-		-
Not mapped	Salaries & Wages / Bilingual Compensation	-				0.00%			-
	Subtotal: Payroll Expenses	94,920.00	-	-	-	0%	94,920.00	-	94,920.00
100-5730-510-5101	Benefits / FICA	6,010.00	-	-	-	0.00%	6,010.00		6,010.00
100-5730-510-5102	Benefits / Medicare	1,410.00	-	-	-	0.00%	1,410.00		1,410.00
100-5730-510-5123	Benefits / Disability Insurance	250.00	-	-	-	0.00%	250.00		250.00
100-5730-510-5125	Benefits / Life Insurance	220.00	-	-	-	0.00%	220.00		220.00
100-5730-510-5121	Benefits / Dental	890.00	-	-	-	0.00%	890.00		890.00
100-5730-510-5120	Benefits / Hosp / Med Insurance	20,810.00	-	-	-	0.00%	20,810.00		20,810.00
100-5730-510-5122	Benefits / Vision Care Insurance	220.00	-	-	-	0.00%	220.00		220.00
100-5730-510-5124	Benefits / EAP	30.00	-	-	-	0.00%	30.00		30.00
100-5730-510-5100	Benefits / Deferred Comp-ER Match	1,950.00	-	-	-	0.00%	1,950.00		1,950.00
Not mapped	Expenses / PERS-Pension Classic	-				0.00%	-		-
100-5730-510-5106	PERS-Pension / Employer PEPRA-2nd Tier	6,630.00	-	-	-	0.00%	6,630.00		6,630.00
Not mapped	PERS-Pension / Classic-Epmc Neg. Benefit	-				0.00%	-		-
100-5730-510-5103	Expenses / Workers Comp Ins	620.00	-	-	-	0.00%	620.00		620.00
	Subtotal: Benefits Expenses	39,040.00	-	-	-	0%	39,040.00	-	39,040.00
	Subtotal: Payroll and Benefits Expenses	133,960.00	-	-	-	0%	133,960.00	-	133,960.00
100-5730-515-5202	Miscellaneous / Trans/Meals/Convention	2,100.00	-	-	-	0.00%	2,100.00		2,100.00
100-5730-525-5340	Professional Services / Other Consultants	200,000.00	27,794.50	87,305.50	115,100.00	57.55%	84,900.00		200,000.00
100-5730-537-5505	Programs / Water Supply Reliability 2025 Program	4,000.00	-	-	-	0.00%	4,000.00		4,000.00
	Subtotal: Non Payroll and Benefits Expenses	206,100.00	27,794.50	87,305.50	115,100.00	56%	91,000.00	-	206,100.00
	Total Expenses: Water Resources Management - 5730	340,060.00	27,794.50	87,305.50	115,100.00	34%	224,960.00	-	340,060.00

	FY 2019-2020 YTD as of 03/13/20							Mid-Year	
	GL Accounts	Amended	YTD Actual			% of		Mid Year	Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	HydroSTEM - 5740					-			
100-5740-537-5502	Programs / Outreach Programs	-	1,000.00	732.61	1,732.61	0.00%	(1,732.61)	2,000.00	2,000.00
100-5740-537-5506	Programs / Sponsorships	99,650.00	1,500.00	-	1,500.00	1.51%	98,150.00	(22,000.00)	77,650.00
	Subtotal: Non Payroll and Benefits Expenses	99,650.00	2,500.00	732.61	3,232.61	3%	96,417.39	(20,000.00)	79,650.00
	Total Expenses: HydroSTEM - 5740	99,650.00	2,500.00	732.61	3,232.61	3%	96,417.39	(20,000.00)	79,650.00
	Total Operating Expenses	26,157,867.00	17,003,452.07	1,153,103.75	18,156,555.82	69%	8,001,311.18	(188,150.00)	25,969,717.00
	Operating Income(Loss) Before Depreciation/Amortization	1,602,357.23	2,064,592.75	(1,153,103.75)	912,582.72	57%	689,774.51		1,790,507.23

	GL Accounts	Amended	YTD Actual	FY 2019-2020 YT	D as of 03/13/20	0 % of		Mid Year	Mid-Year Proposed
Incode	Budget Line Item	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Non-Operating Revenues	J				<u> </u>		•	
	Property Taxes								
100-4030-420-4201	Taxes & Assessments / County Of San Bernardino	-	-	-	-	0.00%	-		
100-4030-420-4200	Couty Of Riverside - Assessments	-	-	-	-	0.00%	-		
100-4030-420-4215	Redevelopment Passthrough (RPPTF)	454,000.00	494,413.19	-	494,413.19	108.90%	(40,413.19)		454,000.
100-4030-420-4214	Prop Taxes-Redevelopment Deferred Pymt Oblig.	20,000.00	-	-	-	0.00%	20,000.00		20,000
100-4030-420-4202	Homeowners Exemption	9,000.00	6,446.03	-	6,446.03	71.62%	2,553.97		9,000
100-4030-420-4208	Supplemental Secured	1,400,000.00	843,343.95	-	843,343.95	60.24%	556,656.05		1,400,000
100-4030-420-4209	Supplemental Unsecured	50,000.00	53,695.34	-	53,695.34	107.39%	(3,695.34)		50,000
100-4030-420-4206	Property Tax Secured	-	10.40	-	10.40	0.00%	(10.40)		
100-4030-420-4207	Property Tax Unsecured	-	0.46	-	0.46	0.00%	(0.46)		
100-4030-420-4204	Mobile Home Interest	17,000.00	9,673.20	-	9,673.20	56.90%	7,326.80		17,000
100-4030-420-4210	Utility Secured	20,000.00	24,392.55	-	24,392.55	121.96%	(4,392.55)		20,000
100-4030-420-4205	Prior Year Secured	-	-	-	-	0.00%	-		
100-4030-420-4211	Penalty	-	11.78	-	11.78	0.00%	(11.78)		
	Subtotal: Property Taxes	1,970,000.00	1,431,986.90	-	1,431,986.90	73%	538,013.10	-	1,970,000
	Grants and Reimbursements								
Not mapped	Reimbursement For State Mandated Claims	-				0.00%	-		
100-4060-425-4250	Grant Revenue / Grant	-	8,327.27	-	8,327.27	0.00%	(8,327.27)		
100-4060-425-4251	Expense Reimbursements	-	76,535.06	-	76,535.06	0.00%	(76,535.06)		
	Subtotal: Grants and Reimbursements	-	84,862.33	-	84,862.33	0%	(84,862.33)	-	
	Interest and Investment Earnings								
100-4040-426-4300	Interest Income On Investments	375,000.00	740,044.08	-	740,044.08	197.35%	(365,044.08)		375,000
100-4040-426-4301	Revenue / Unrealized Gain On Invest	-	388,291.24	-	388,291.24	0.00%	(388,291.24)		
	Subtotal: Interest and Investment Earnings	375,000.00	1,128,335.32	-	1,128,335.32	301%	(753,335.32)	-	375,000.
	Rental Income - Cellular Anntenas								
100-4050-427-4350	Rental & Leasing of Property	30,000.00	25,914.06	-	25,914.06	86.38%	4,085.94		30,000
	Subtotal: Rental Income - Cellular Anntenas	30,000.00	25,914.06	-	25,914.06	86%	4,085.94	-	30,000.
	Other Non-Operating Revenues								
100-4080-435-4453	Other Income / Settlement	-	-	-	-	0.00%	-		
100-4080-435-4452	Recycling Materials Sold	9,800.00	7,178.32	-	7,178.32	73.25%	2,621.68		9,800
Not mapped	Other Income / Exp Reimb/Solar Challenge	-				0.00%	-		
100-4080-435-4451	Other Income / Employee Wellness Program	2,000.00	1,600.00	-	1,600.00	80.00%	400.00		2,000
	Subtotal: Other Non-Operating Revenues	11,800.00	8,778.32	-	8,778.32	74%	3,021.68	-	11,800
	Gain On Sale/Disposition Of Capital Assets								
100-4070-430-4400	Gain-Asset Sale/Retirement	-	-	-	-	0.00%	-		
	Subtotal: Gain On Sale/Disposition Of Capital Assets	-	-	-	-	0%	-	-	
	Total Non-Operating Revenues	2,386,800.00	2,679,876.93	-	2,679,876.93	112%	(293,076.93)	_	2,386,800.

				FY 2019-2020 Y	TD as of 03/13/20				Mid-Year
la conte	GL Accounts	Amended	YTD Actual		Tatal	% of	Domeining	Mid Year	Proposed
Incode	Budget Line Item Non-Operating Expenses	Budget	Thru Feb	Encumbrances	Total	Budget	Remaining	Adjs	Budget
	Non-Operating Expenses								
	Loss On Sale/Disposition Of Capital Assets								
Not mapped	Miscellaneous / Loss-Asset Sale / Retrmt	_				0.00%	-	_	<u>-</u>
постарреа	Subtotal: Loss On Sale/Disposition Of Capital Assets	_	_			0%		_	_
	Interest Expense - Long-Term Debt					<u> </u>			
100-6200-610-6010	Long Term Debt / Interest	899,350.00	226,390.53	<u>-</u>	226,390.53	25.17%	672,959.47		899,350.00
100-6200-610-6009	Long Term Debt / Interest Hydro Station	75,000.00	-	_	· -	0.00%	75,000.00		75,000.00
100-6200-610-4303	Crestmore Heights / Interest	-	_	_	-	0.00%	-		-
	Subtotal: Interest Expense - Long-Term Debt	974,350.00	226,390.53		226,390.53	23%	747,959.47	_	974,350.00
	Amortization Of Deferred Charges	•	•		•		•		,
100-6300-613-6051	Amort-Bond Issue Costs	-	-	-	-	0.00%	-		-
	Subtotal: Amortization Of Deferred Charges	-	_	-	-	0%		-	-
	Change in Contingent Liability								
100-6800-614-6080	LITIGATION LOSS / LITIGATION LOSS	-	162,000.00	-	162,000.00	0.00%	(162,000.00)		-
	Subtotal: Change in Contingent Liability	_	162,000.00	-	162,000.00	0%	(162,000.00)	_	-
	Total Non-Operating Expenses	974,350.00	388,390.53	-	388,390.53	40%	585,959.47	-	974,350.00
	Non-Operating Income(Loss)	1,412,450.00	2,291,486.40	-	2,291,486.40	162%	(879,036.40)	-	1,412,450.00
	Operating Budget Summary								
	Grand Total Revenues	30,147,024.23	21,747,921.75	-	21,749,015.47	0.72	8,398,008.76	-	30,147,024.23
	Grand Total Expenses	27,132,217.00	17,391,842.60	1,153,103.75	18,544,946.35	0.68	8,587,270.65	(188,150.00)	26,944,067.00
	Grand Total Net Income(Loss)	3,014,807.23	4,356,079.15	(1,153,103.75)	3,204,069.12	106%	(189,261.89)	188,150.00	3,202,957.23
	Debt Service								
	Debt Convenance Ratio Calculation: Debt Service								
	Baseline Feeder Contract Payable	321,529.00	241,146.72		241,146.72	75.00%	80,382.28	-	321,529.00
	Roemer Hydroelectric Plant Payable	400,000.00	-		· -	0.00%	400,000.00	-	400,000.00
	Series 2016A Bond Debt Service	1,307,450.00	409,817.55		409,817.55	31.34%	897,632.45	-	1,307,450.00
	Total Debt Service	2,028,979.00	650,964.27	-	650,964.27	32%	1,378,014.73	-	2,028,979.00
	Debt Covenance Ratio (Minimum 1.20)  Calculation: Net Revenue ÷ Total Debt Service	1.49			4.92				1.58



316 W. 2nd St. • Suite 1000 Los Angeles, CA 90012 Office 213.617.0600 • Fax 213.617.2226

Statement No.: 20-1002

Date: February 2020

Billing Period: February 1, 2020-February 29, 2020

Bill to: West Valley Water District

855 West Base Line Road Rialto, California 92376

#### PROFESSIONAL SERVICES

Total Fees for February 2020:	\$	23,226.00
Total Costs for February 2020:	\$	327.96
Total for Rebruary 2020:	S	23,553.96



## BOARD OF DIRECTORS STAFF REPORT

**DATE:** April 2, 2020

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER A JOINT COMMUNITY FACILITIES AGREEMENT

BETWEEN THE CITY OF RIALTO, EL RANCHO VERDE GOLF, LLC, LYTLE DEVELOPMENT AND WEST VALLEY WATER DISTRICT AND

**ADOPT RESOLUTION NO. 2020-10** 

#### **DISCUSSION:**

As part of developing the area formerly occupied by the El Rancho Verde Golf Course, the Lytle Development Company, ("Owner" of the property), has petitioned the City of Rialto to create a Community Facilities District ("CFD") through proceedings under the Mello-Roos Community Facilities Act of 1982. The CFD would finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of public facilities and the payment of development, impact and other fees and (2) the incidental expenses incurred in financing the facilities and forming and administering the CFD. The City of Rialto's City Council intends to authorize the issuance of bonds for the proposed CFD with the repayment of the bonds secured by special taxes levied on taxable property.

The special taxes levied through the CFD would be used to finance certain public facilities including facilities to be owned, operated and maintained by West Valley Water District ("WVWD"). The WVWD facilities include (i) certain fees and charges included in WVWD's capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the property and (ii) certain other master planned facilities to be constructed by or on behalf of Owner. Upon the construction of the facilities and the inspection and acceptance by WVWD, the facilities will be conveyed to WVWD.

A CFD can finance facilities to be owned or operated by an entity other than the agency that created the CFD only pursuant to a Joint Community Facilities Agreement ("Agreement"). Attached, as Exhibit A is a copy of an Agreement with the City of Rialto, El Rancho Verde Golf, LLC, Lytle Development Company and WVWD. The purpose of this Agreement is to provide a mechanism by which the CFD may levy special taxes and issue bonds to provide a source of funds to finance, in whole or in part, WVWD fees and the acquisition of facilities.

Attached as Exhibit B is a copy of Resolution No. 2020-10, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement.

### **FISCAL IMPACT:**

No fiscal impact.

### **STAFF RECOMMENDATION:**

Approve the Joint Community Facilities Agreement between the City of Rialto, El Rancho Verde Golf, LLC, Lytle Development Company and West Valley Water District and adopt Resolution No. 2020-10, Resolution of the Board of Directors of the West Valley Water District adopting the Joint Community Facilities Agreement.

Respectfully Submitted,

Clarence C. Mansell

Clarence Mansell Jr, General Manager

LJ:pa

### ATTACHMENT(S):

- 1. Exhibit A Joint Community Facilities Agreement for CFD 2019-1 (002)
- 2. Exhibit B Resolution No. 2020-10

## **EXHIBIT A**

# JOINT COMMUNITY FACILITIES AGREEMENT (WEST VALLEY WATER DISTRICT)

THIS JOINT COMMUNITY FACILITIE	S AGREEMENT (the "Facilities Agreement") is
made and entered into as of	_ by and among the City of Rialto, for and on
behalf of City of Rialto Community Facilities Dis	trict No. 2019-1 (El Rancho Verde) (the "City"),
the West Valley Water District (the "Water Distri	ct"), El Rancho Verde Golf, LLC ("El Rancho")
and Lytle Development Company ("Lytle" and w	rith El Rancho, the "Owner").

#### WITNESSETH:

WHEREAS, the City Council of the City of Rialto (the "City Council") has initiated proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to create City of Rialto Community Facilities District No. 2019-1 (El Rancho Verde) (the "Community Facilities District"), to authorize the levy of special taxes (the "Special Taxes") upon the land within each of two improvement areas of the Community Facilities District (each, an "Improvement Area") and to issue bonds (the "Bonds") secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities;

**WHEREAS,** the Owner is the owner of all of the property (the "Property") within the proposed boundaries of the Community Facilities District, which Property and Community Facilities District are depicted on Exhibit "E" attached hereto;

**WHEREAS,** the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by the Water District (the "Water District Facilities"), as well as facilities to be owned, operated or maintained by the City (the "City Facilities");

WHEREAS, the Water District Facilities include (i) certain fees and charges included in the Water District's capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the "Water District Fees"), which fees, as of the date of this Facilities Agreement, are estimated to total \$5,834,744 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by Water District for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a "Water District Acquisition Facility," and collectively, the "Water District Acquisition Facilities");

WHEREAS, upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by Water District, the Water District Acquisition Facilities will be conveyed to and accepted by Water District;

**WHEREAS,** Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section;

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity;

**WHEREAS,** the City Council and the Board of the Water District have each adopted such a resolution;

**WHEREAS**, subsection (e) of Section 53316.2 of the Act permits the City to have primary responsibility for formation of a community facilities district;

WHEREAS, the City, the Water District and the Owner desire to enter into this Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District;

**NOW, THEREFORE,** for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

**Section 1.** <u>Water District Facilities.</u> The Water District Facilities, including any real or tangible property which is to be purchased, constructed, expanded or rehabilitated, are described in Exhibit "A" attached hereto.

Section 2. Financing of Water District Facilities. It is anticipated that the Community Facilities District will levy Special Taxes to pay directly for City Facilities and Water District Facilities and issue Bonds in one or more series secured by Special Taxes in each Improvement Area to finance the acquisition, construction and installation of the Water District Facilities and the City Facilities. The proceeds of such Special Taxes and Bonds available for City Facilities and Water District Facilities shall be referred to as "CFD Proceeds." Under the terms set forth herein, the Community Facilities District will provide CFD Proceeds to finance the acquisition, construction and installation of all or a portion of the Water District Facilities. Notwithstanding any other provision of this Facilities Agreement, the fact that there may not be sufficient CFD Proceeds available to pay for the Water District Facilities shall not relieve Owner, or its successors and assigns, of its obligation to pay to Water District the Water District Fees described in Exhibit "A" hereto required to be paid in connection with the development of the Property or to otherwise construct any Water District Facilities that are required as a condition to development of the Property. The purpose of this Facilities Agreement is to provide a mechanism by which the Community Facilities District may levy Special Taxes and issue Bonds to provide a source of funds to finance, in whole or in part, the Water District Fees and the acquisition prices of Water District Acquisition Facilities.

The Community Facilities District shall proceed with the levy of Special Taxes and the issuance and sale of Bonds of each Improvement Area at such time and in such amounts as are determined by the City to be appropriate to finance the acquisition, construction and installation

of the Water District Facilities and the City Facilities. Upon the receipt by the City of a written requisition executed by the Water District and Owner in the form attached here to Exhibit "D-2," the City shall cause the Community Facilities District to disburse and deliver to the Water District the amount of CFD Proceeds requested in the requisition to fund Water District Fees, not to exceed the amount determined to be available for financing Water District Fees by the Community Facilities District. As CFD Proceeds of the Bonds are transferred to Water District to fund Water District Fees, Owner shall receive a credit, in an amount equal to the amount of such CFD Proceeds so received, against the Water District Fees required to be paid by the Owner in connection with the development of the Property. Nothing herein shall supersede the obligation of any owner of the Property to pay Water District Fees to Water District when due or to pay any increase in the amount of fees when due.

Owner may advance Water District Fees to the Water District prior to the availability of sufficient CFD Proceeds. Each such cash advance shall be referred to as a "Deposit." In the event Owner makes a Deposit with the Water District, the full amount of such Deposit shall be reimbursed to Owner by Water District from available CFD Proceeds, including the proceeds of the Bonds requisitioned if and when Bonds are issued. Notwithstanding the foregoing, if CFD Proceeds are insufficient to fund the entire amount of Water District Fees for any Improvement Area and Owner is required to provide one or more Deposits pursuant to this Section 2, such Deposits shall be retained by the Water District and the Water District shall have no obligation to reimburse them except to the extent CFD Proceeds subsequently become available. Notwithstanding the preceding sentence, to the extent the City and the CFD is no longer required to provide funding or levy special taxes under the provisions of the acquisition and funding agreement with the City, the City will notify Owner and the Water District and the Deposits shall be applied to the payment of Water District Fees or as otherwise determined by the Owner and the Water District.

The City shall cause the Community Facilities District to maintain or cause, to be maintained records relating to the disbursements of proceeds of the sale of the Bonds, including all amounts expended from the Acquisition and Construction Fund of the Acquisition and Construction Fund (defined below). The City or the Community Facilities District will, upon request, provide Water District and Owner with access to such records during regular office hours.

Section 3. <u>Use of Bond Proceeds</u>; <u>Investment Earnings</u>; <u>Records</u>. The Water District shall deposit any Bond proceeds and other CFD Proceeds received from the Community Facilities District pursuant hereto in an account of the Water District and shall use such proceeds only for the costs of the acquisition, construction and installation of the Water District Facilities.

The Water District shall keep accurate records of the investment earnings on investments made by the Water District with any portion of the Bond proceeds or the CFD Proceeds received from the Community Facilities District pursuant hereto. In addition Water District shall keep records of all expenditures related to Bond proceeds, Advances or Deposits, and provide such information to the City upon request within a reasonable time. No later than sixty (60) days after the end of each fiscal year, the Water District shall provide to the City such records and documents with respect to such investments as the City may reasonably request in order to enable the City to determine the nature of any such investment; and the interest earnings thereon for purposes of determining whether any amounts are required to be paid to the United States Treasury as rebatable arbitrage earnings under the Internal Revenue Code of 1986 and the Treasury Regulations

promulgated thereunder. The Water District shall have no responsibility or obligation to make any such rebate payments to the United States Treasury or to any other entity. Water District shall submit an invoice to Owner for its actual costs and expenses incurred by Water District to provide such records and documents with respect to such investments. Owner shall reimburse Water District for such costs and expenses within fifteen (15) days of receipt of such invoice and such amounts may be included in the administrative costs paid by the Community Facilities District and reimbursed to Owner from Special Taxes collected for such administrative costs.

**Section 4.** Water District Acquisition Facilities. The parties acknowledge that Water District may require Owner, pursuant to its rules and regulations, to design, construct and dedicate to Water District the Water District Acquisition Facilities as a condition to development of the Property. Except as otherwise provided herein, City, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities in accordance with the provisions of this Section 4.

In the event CFD Proceeds are available to finance Water District Acquisition Facilities, such proceeds shall be held or transferred by the Community Facilities District as determined by the Community Facilities District to a special account (together or separate from other CFD Proceeds) (the "Acquisition and Construction Fund"). City shall make disbursements from the Acquisition and Construction Fund in accordance with the terms of this Section 4. The following provisions of this Section 4 shall apply solely with respect to those Water District Acquisition Facilities to be constructed by Owner that are acquired by Water District with CFD Proceeds.

#### (a) Construction and Acquisition of Water District Acquisition Facilities.

(i) Owner shall, at no cost to Water District, be responsible for the preparation of the plans and specifications for the construction of the Water District Acquisition Facilities (the "Plans and Specifications"). The Plans and Specifications shall conform to the requirements of Water District for such facilities and shall be subject to the review and approval by Water District. All cost and expense of Water District review (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Owner and shall be deemed eligible costs available for reimbursement from the Acquisition and Construction Fund of the Acquisition and Construction Fund to the extent reasonable. Owner represents that the Plans and Specifications will conform to all applicable federal, state and local governmental rules, ordinances and regulations and all applicable environmental protection laws. Owner's submission of the Plans and Specifications to Water District shall evidence Owner's representation and warranty to Water District that the Plans and Specifications are complete, accurate, workable and in compliance with all governmental requirements with respect thereto. Owner, at its cost and expense, shall, except as otherwise provided herein, pay all permit fees, connection fees and other fees customarily charged by Water District as may now exist or may be charged in the future arising out of the planning, engineering or construction of the Water District Acquisition Facilities, and such fees shall be deemed eligible costs available for reimbursement from amounts deposited in the Acquisition and Construction Fund of the Acquisition and Construction Fund.

(ii) The Water District Acquisition Facilities must be constructed in strict accordance with the Plans and Specifications as approved by Water District. Any deviations

from the approved Plans and Specifications must be approved by the Water District, in writing. Owner shall be solely responsible for the bidding, contracting and construction of the Water District Acquisition Facilities to be acquired with Bond proceeds in accordance with the requirements set forth in Exhibit "B" hereto. Except as otherwise provided herein, the City, Water District and the Community Facilities District shall have no responsibility whatsoever for the bidding, contracting the construction of the Water District Acquisition Facilities. The Owner shall construct and install all Water District Acquisition Facilities on the following terms and conditions:

- (A) The Owner shall construct and complete the Water District Acquisition Facilities (or subject portion thereof) at no cost or expense to Water District and in accordance with the laws, rules and regulations of all governmental bodies and agencies having jurisdiction over the Water District Acquisition Facilities (or subject portion thereof).
- (B) The Owner shall be required to furnish labor and material payment bonds and contract performance bonds in an amount equal to one hundred percent (100%) of the contract price for the Water District Acquisition Facilities (or such portion thereof) naming the Owner, City, Community Facilities District and Water District as obligees and issued by insurance or surety companies approved by the Water District. All such bonds shall be in a form approved by the Water District.
- (C) The Owner shall deliver to Water District a Certificate of Insurance evidencing coverage for "builder's risk," evidence of employer liability insurance with limits of at least One Million Dollars per occurrence and evidence of comprehensive liability insurance (automobile and general liability) with limits of at least Five Million Dollars per occurrence. The Owner shall maintain, keep in force and pay all premiums required to maintain and keep in force all insurance at all times during which such work is in progress. The general liability insurance to be obtained by the Owner shall name City, Community Facilities District and Water District as additional insureds. The Owner shall further maintain and provide evidence of workers' compensation insurance coverage as provided by law.
- (D) The Owner shall comply with such other requirements relating to the construction of the Water District Acquisition Facilities (or subject portion thereof) which Water District may impose by written notification delivered to the Owner at any time, either prior to the receipt of bids by the Owner for the construction of the Water District Acquisition Facilities (or subject portion thereof) or, to the extent required as a result of changes in applicable laws, during the progress of construction thereof. As set forth above, the Owner shall be deemed the awarding body and shall be solely responsible for compliance and enforcement of the provisions of the Labor Code, Government Code and Public Contract Code to the extent expressly applicable to a non-governmental entity constructing infrastructure to be acquired by a public entity. Owner shall pay or cause its construction contractors to pay prevailing wages with respect to the Water District Acquisition Facilities and any other facilities constructed by Owner as required by the Labor Code.
- (E) Water District shall have access to inspect the Water District Acquisition Facilities during normal business hours by making reasonable advance arrangements with Owner. It is understood and agreed that Water District's inspection personnel shall have the authority to enforce the Plans and Specifications, which authority shall include

requiring that all unacceptable material, workmanship installation be replaced, repaired or corrected by the Owner. All cost and expense of Water District's inspection (including, but not limited to, Water District's agents, employees and independent contractors) shall be paid by Owner and be eligible for reimbursement with Bond proceeds. Other than the final inspection and approval of the Water District Acquisition Facilities (or subject portion thereof), any inspection completed by Water District shall be for the sole use and benefit of Water District and neither the Owner nor any third party shall be entitled to rely thereon for any purpose. Water District does not undertake or assume any responsibility for or owe a duty to select, review or supervise the creation of the Water District Acquisition Facilities (or subject portion thereof). Upon completion of the construction of the Water District Acquisition Facilities (or subject portion thereof) to the satisfaction of Water District's inspectors, the Owner shall notify Water District in writing that the construction of the Water District Acquisition Facilities (or subject portion thereof) has been completed in accordance with the Plans and Specifications.

(F) Upon satisfactory completion of the Water District Acquisition Facilities (or subject portion thereof) in accordance with the Plans and Specifications and Water District's standard requirements, in accordance with the terms thereof, the Owner shall forthwith file with the County Recorder of the County of San Bernardino, a Notice of Completion pursuant to the provisions of the Civil Code. The Owner shall furnish to Water District a duplicate copy of each such Notice of Completion showing thereon the date of filing with the County Recorder. Any actual costs reasonably incurred by Water District in inspecting and approving the construction of the Water District Acquisition Facilities (or subject portion thereof) not previously paid by the Owner or funded with proceeds of the Bonds of the Community Facilities District shall be paid by Owner.

(G) The Owner shall provide to Water District such evidence as Water District shall require that all persons, firms and corporations supplying work, labor, materials, supplies and equipment for the construction of the Water District Acquisition Facilities (or subject portion thereof) have been paid, and that no claims on behalf of any such person, firm or corporation are outstanding.

(H) The Owner shall, at the time Water District acquires the Water District Acquisition Facilities (or subject portion thereof), grant to Water District, by appropriate instruments prescribed by Water District, all easements across private property, fee title, ownership deeds, public access or rights-of-way which may be necessary for the proper operation and maintenance of the Water District Acquisition Facilities (or subject portion thereof), or any part thereof. The Owner shall insure that all deeds of trust and mortgages are subordinated to the easements and reconveyed as to the fee title ownership.

(I) Upon completion of the Water District Acquisition Facilities (or subject portion thereof) and completion of the final inspection, testing and written assurance thereof by Water District, the Owner shall execute and deliver a Bill of Sale in the form and content acceptable to Water District. The Bill of Sale shall convey title of the Water District Acquisition Facilities (or subject portion thereof) to Water District. The Water District Acquisition Facilities (or subject portion thereof) shall be transferred to Water District free of all liens and encumbrances.

**(J)** Prior to the transfer of ownership of the Water District Acquisition Facilities (or subject portion thereof) by the Owner to Water District, the Owner shall be responsible for the maintenance thereof and shall maintain and transfer the Water District Acquisition Facilities (or subject portion thereof) to Water District in as good condition as the Water District Acquisition Facilities (or subject portion thereof) were in at the time the Owner notified Water District that construction of same had been completed in accordance with the Plans and Specifications. The Owner shall provide to Water District, a two-year performance bond (following date of final acceptance by Water District of the Water District Acquisition Facilities (or subject portion thereof)) for materials and workmanship guarantee providing that Owner will repair, at its expense, all failures of or to the Water District Acquisition Facilities (or subject portion thereof) which was furnished, installed and/or constructed due to faulty materials or installation, within said two-year period. In the event Owner or the surety fails to cause satisfactory repair, as determined by Water District, within ten (10) business days following written notice or such longer period of time as Water District may reasonably determine, Water District may cause such repairs to be completed at Owner's surety's cost and expense. Notwithstanding the above–referenced ten (10) business day or other specified repair period, Water District shall have the unqualified right to immediately make any emergency repairs necessary to eliminate any threat to the public's health, safety or welfare, at Owner's and/or surety's cost and expense. Nothing in this subparagraph shall limit or abrogate any other claims, demands or actions Water District may have against Owner and/or Owner's surety on account of damages sustained by reason of such defect, nor shall the provisions of this subparagraph limit, abrogate or affect any warranties in favor of Water District which are expressed or implied by law.

(K) Water District shall have the right to review all books and records of the Owner pertaining to costs and expenses incurred by the Owner for the design and construction of the Water District Acquisition Facilities (or subject portion thereof) during normal business hours by making reasonable advance arrangements with Owner.

(L) Upon the written request of Owner, Water District shall notify City and Owner in writing when a Water District Acquisition Facility has been substantially completed in accordance with its Plans and Specifications and when a Water District Acquisition Facility has been finally completed and is ready for acceptance by Water District.

(iii) For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "substantially completed" when Owner has notified Water District that the Water District Acquisition Facility has been completed in accordance with its Plans and Specifications, Water District's inspector has inspected the facility, prepared a final "punch list" and has determined that the only punch list items required to be completed are items not required for the safe operation of the Water District Acquisition Facility and can therefore be completed after the Water District Acquisition Facility has been opened to or made available for public use. For purposes of this Agreement, a Water District Acquisition Facility shall be deemed "finally completed" when all punch list items have been completed to the satisfaction of Water District, and Water District has accepted the Water District Acquisition Facilities pursuant to subparagraph (a) above.

### (b) Acquisition and Ownership of Water District Acquisition Facilities.

- (i) For purposes of determining the acquisition price to be paid by the Community Facilities District for the acquisition of each Water District Acquisition Facility, the value of such facility shall be based on the "Actual Costs" submitted by the Owner, as that term is defined in Exhibit "C" attached hereto and incorporated herein by reference. Upon the transfer of ownership of the Water District Acquisition Facilities to Water District, Water District shall be responsible for the maintenance of the Water District Acquisition Facilities.
- (ii) Upon acceptance of the Water District Acquisition Facilities by Water District, Water District shall incorporate the Water District Acquisition Facilities in Water District's system. Following the expiration of any warranty period applicable to the construction of the Water District Acquisition Facilities during which time Owner shall be responsible for the maintenance of the Water District Acquisition Facilities, Water District shall thereafter be responsible for maintenance of the Water District Acquisition Facilities in accordance with all applicable Water District procedures and practices.

### (c) Payment Requests.

- (i) Notwithstanding the timing of substantial completion or final completion and acceptance of the Water District Acquisition Facilities, Owner may submit a payment request upon substantial or final completion of a Water District Acquisition Facility. The form of payment request to be submitted to Water District by Owner in requesting payment by the Community Facilities District of the acquisition price of the Water District Acquisition Facility, shall be substantially in the form of Exhibit "D-1" hereto. Within ten (10) business days of Owner's submission to Water District of a payment request, Water District shall determine if the Water District Acquisition Facility has been substantially completed and shall either deny or approve the payment request, which approval shall not be unreasonably withheld. If Water District denies any payment request it shall provide Owner a detailed written explanation describing the reasons or rational for such denial. All denied payment requests may be resubmitted for approval. Owner shall reimburse Water District for its actual costs incurred in connection with the processing of such payment requests, including the inspection of the Water District Acquisition Facilities and such amounts shall be included in the acquisition price paid by the Community Facilities District.
- (ii) In connection with Water District's approval of a payment request, Water District and Owner shall authorize the Community Facilities District to disburse the acquisition price with respect to the approved Water District Acquisition Facilities pursuant to a disbursement request, which shall be substantially in the of Exhibit "D-2" hereto. The sole source of funds for payment of the acquisition price or funding with respect to the approved Water District Acquisition Facilities shall be the CFD Proceeds made available by the Community Facilities District for Water District Facilities. Within a reasonable time of City's receipt of a signed disbursement request, City shall authorize payment of the disbursement request by the trustee or fiscal agent for the Bonds.
- Section 5. <u>Construction, Ownership and Maintenance of City Facilities and Water District Acquisition Facilities.</u> The Owner and the City, as applicable, shall be solely responsible for the design, acquisition, construction and installation of the City Facilities, and the

Water District shall have no responsibility therefor or liability with respect thereto. The City Facilities shall be and remain the sole and separate property of the City and shall be operated, maintained and utilized by the City. The Water District shall not have any ownership interest in the City Facilities, and the Water District shall have no responsibility for the operation or maintenance of the City Facilities or any liability with respect thereto.

The Owner shall be solely responsible for the design, acquisition, construction and installation of the Water District Acquisition Facilities, and the City and Water District shall have no responsibility therefor or liability with respect thereto. Upon acquisition of the Water District Acquisition Facilities by the Water District, the Water District Acquisition Facilities shall be and remain the sole and separate property of the Water District and, except as otherwise provided herein, shall be operated, maintained and utilized by the Water District. The City shall not have any ownership interest in the Water District Acquisition Facilities, and the City shall have no responsibility for the operation or maintenance of the Water Acquisition District Facilities or any liability with respect thereto.

**Section 6. No Water District Liability.** The City, the Water District and the Owner acknowledge and agree that the Water District shall have no responsibility or liability to the City or the Owner for the establishment of the Community Facilities District, the levy of the Special Taxes, the issuance of the Bonds, the financing, acquisition, construction and installation of the City Facilities, the financing, construction and installation of the Water District Acquisition Facilities, any disclosure made in connection with the offering and sale of the Bonds or any continuing disclosure made at any time with respect to the Bonds.

Section 7. **Indemnification.** The Owner shall assume the defense of, and hold harmless the Water District and the City and the Community Facilities District and their officers, directors, officials, employees and agents, and each of them, from and against all actions, damages, claims, losses or expenses, including reasonable attorneys' fees and costs, of every type and description to which they may be subjected or put, by reason of, or resulting from, (i) any act or omission of Owner under this Facilities Agreement, (ii) the design, engineering, construction and installation of the Water District Acquisition Facilities to be constructed by Owner, including its consultants, contractors, subcontractors, and anyone directly or indirectly employed by Owner or anyone for whose acts any of them may be liable in connection with the construction of the Water District Acquisition Facilities, the establishment of the Community Facilities District, (iii) the levy of Special Taxes, the issuance of the Bonds, (iv) the financing of all or a portion of the City Facilities and Water District Acquisition Facilities from Bond proceeds or special taxes, and (v) any disclosure made by Owner in connection with the offering and sale of the Bonds or any continuing disclosure made at any time by Owner with respect to the Bonds, or any matters relating thereto. If the Owner fails to do so, the Water District and City shall have the right, but not the obligation, to defend the same and charge all of the direct or incidental costs of such defense, including any fees or costs, to, and recover the same from, the Owner.

**Section 8.** <u>Nature of Allocation of Special Taxes</u>. This Facilities Agreement shall constitute a joint community facilities agreement entered into pursuant to Sections 53316.2, 53316.4 and 53316.6 of the Act. The entire amount of the proceeds of the Special Taxes shall be allocated and distributed to the City.

**Section 9.** <u>Notices.</u> All Written notices to be given hereunder shall be given to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the parties in writing time to time, namely:

**If to the City:** City of Rialto

150 South Palm Avenue Rialto, California 92376 Attention: City Manager

**If to the Water District:** West Valley Water District

Post Office Box 920

Rialto, California 92377-0920 Attention: General Manager

**If to the Owner:** Lytle Development Company and El Rancho

Verde Golf, LLC

285 W. Rialto Avenue, Suite B

Rialto, CA 92376 Attention: Kevin Lynch

Each such notice, statement, demand, consent, authorization, offer, designation, request or other hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram, electronic mail or telecopier, upon the sender's receipt of an appropriate answerback or other written acknowledgment, (c) if given by registered or certified mail, return receipt requested, deposited with the United States postage prepaid, 72 hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, 24 hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this Section.

- **Section 10.** <u>California Law.</u> This Facilities Agreement shall be governed and construed in accordance with the laws of the State of California.
- **Section 11.** <u>Attorney Fees.</u> In the event of any legal action or proceeding arising from or related in any way to a breach of or enforcement or interpretation of this Facilities Agreement, the prevailing party shall be entitled to recover from the opposing party reasonable attorneys' fees and court costs in such amounts as shall be allowed by the court.
- **Section 12.** Severability. If any part of this Facilities Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Facilities Agreement shall be given effect to the fullest extent reasonably possible.
- **Section 13.** <u>Successors and Assigns</u>. This Facilities Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- **Section 14.** No Third Party Beneficiaries. Except as provided explicitly in this Facilities Agreement, no person or entity shall be deemed to be a third–party beneficiary hereof,

and nothing in this Facilities Agreement (either express or implied) is intended to confer upon any person or entity other than the Water District, City, Community Facilities District and Owner any rights, remedies, obligations or liabilities under or by reason of this Facilities Agreement. Owner expects to assign this Facilities Agreement, in whole or in part, to one or more merchant builders that acquires property within each Improvement Area. This Facilities Agreement may be assigned by Owner to a third party upon the consent of Water District and City, which consent shall not be unreasonably withheld or delayed.

**Section 15.** <u>Counterparts.</u> This Facilities Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**Section 16.** <u>Independent Contractor</u>. In performing this Facilities Agreement, Owner is an independent contractor and not the agent of Water District or City. Except as provided herein, Water District and City shall have no responsibility for payment to any contractor or supplier of Owner. It is not intended by the parties that this Facilities Agreement create a partnership or joint venture among them and this Facilities Agreement shall not otherwise be construed.

**IN WITNESS WHEREOF,** the parties hereto have executed this Facilities Agreement as of the date first written above.

CITY OF RIALTO
By: CITY MANAGER
WEST VALLEY WATER DISTRICT, a public agency of the State of California
By:Clarence C. Mansell, Jr., General Manager
By:  Channing Hawkins,  President of the Board of Directors
Approved as to Form: Tafoya & Garcia LLP
By:Robert Tafoya
LYTLE DEVELOPMENT COMPANY, a California corporation
By:Ronald Pharris, Chairman
EL RANCHO VERDE GOLF, LLC, a Delaware limited liability company
By: Ronald Pharris, Managing Member

#### **EXHIBIT "A"**

#### DESCRIPTION OF WATER DISTRICT FACILITIES

### Water District Fees<sup>1</sup>

1. Capacity Charge \$7,009 per DU

2. Fire Service Charge \$510 per DU

### **Water District Acquisition Facilities**

The type of Water District Acquisition Facilities eligible to be financed by Community Facilities District under the Act are as follows:

- 1. El Rancho Verde Parkway (Tract 20092) approximately 7200 linear feet of Water improvements (including 12" ductile iron pipeline, appurtenances etc.)
- 2. Tract 20204 Water improvements approximately 5200 linear fees (including ductile iron water line, manholes etc.)
- 3. Tract 20205 Water improvements approximately 6300 linear feet (including ductile iron water line, manholes etc.)
- 4. Tract 20206 Water improvements approximately 3600 linear feet (including ductile iron water line, manholes etc.)
- 5. Tract 20207 Water improvements approximately 3300 linear feet (including ductile iron water line, manholes etc.)
- 6. Tract 20208 Water improvements approximately 3400 linear feet (including ductile iron water line, manholes etc.)
- 7. Tract 20209 Water improvements approximately 4800 linear feet (including ductile iron water line, manholes, etc.)
- 8. Transmission line from groundwater extraction wells, approximately 4150 linear feet, mixed 18" and 24" steel pipe and appurtenances.
  - 9. Water Quality Basins 1 & 2 and all related appurtenances.

The description of the Water District Acquisition Facilities are preliminary. The final location, scope, nature and specification, of the Water District Acquisition Facilities shall be determined by reference to the final Water District-approved Plans and Specifications for each facility.

<sup>&</sup>lt;sup>1</sup> Amounts stated for each fee are as of the date of this Facilities Agreement. The amounts eligible to be financed shall be the current amounts payable whenever payment is required pursuant to Water District policies.

#### **EXHIBIT "B"**

### BIDDING, CONTRACTING AND CONSTRUCTION REQUIREMENTS

- 1. Bids shall be solicited at least three (3) qualified contractors, provided at least three (3) qualified contractors are reasonably available. Owner may also directly solicit bids.
  - 2. The bidding response time shall be not less than ten (10) working days.
- 3. An authorized representative of Water District shall be provided a copy of the tabulation of bid results.
- 4. Contract(s) the construction of the Water District Acquisition Facilities shall be awarded to the qualified bidder submitting the lowest responsible bid, as determined by Owner.
- 5. The contractor to whom a contract is awarded shall be required to pay not less than the prevailing rates of wages pursuant to Labor Code Sections 1770,1773 and 1773.1. A current copy of applicable wage rates shall be on file in the Office of the Water District Engineer, as required by Labor Code Section 1773.2.

### **EXHIBIT "C"**

#### **ACTUAL COSTS**

The eligible costs for the Water District Acquisition Facilities shall include all of the actual costs and expenses, directly or indirectly related to the design, planning, engineering, construction, installation and testing of the Water District Acquisition Facilities (the "Actual Costs"). Actual Costs shall include without limitation, the following:

- 1. Costs for the construction of the Water District Acquisition Facilities, including, without limitation, costs incurred in the employment of licensed contractors to construct, install, complete and test the Water District Acquisition Facilities.
- 2. Allocated grading costs based upon the square footage of grading area for the Water District Acquisition Facilities and the grading of slope areas relating to the Water District Acquisition Facilities as a percentage of the total graded area under the applicable grading contract, if separable.
- 3. All permit fees, inspection fees and other fees actually charged by governmental agencies or other entities, including Water District, arising out of or in connection with the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities.
- 4. Costs of tests, inspections, studies, reports and surveys, including, without limitation, any environmental, archaeological, biological or cultural studies or any mitigation requirements that may be requested by federal, state or local agencies evaluations attributable to the Water District Acquisition Facilities.
- 5. Professional costs and fees associated with design, engineering, accounting, inspection, construction staking, materials testing, legal and accounting and other similar services.
- 6. Costs of labor and material payment bonds and contract performance and maintenance bonds.
- 7. Builder's risk insurance, employer's liability insurance and comprehensive liability insurance obtained with respect to the Water District Acquisition Facilities.
- 8. Costs of acquiring from unrelated third parties any fee or easement interest in real property or licenses or encroachment permits to install the Water District Acquisition Facilities, including, without limitation, temporary construction easements, haul road and maintenance easements, the cost to prepare surveys, deeds and easement documents, and professional and escrow fees.
- 9. Construction and project management and supervision not to exceed 5% of the costs of construction of the related Water District Acquisition Facilities.
- 10. Costs and expenses of Water District in connection with the performance of its obligations under this Facilities Agreement, including, but not limited to, (i) attorneys, accountants

and other professionals retained in connection with Water District's compliance with this Facilities Agreement or any matter related to the design, planning, engineering, construction, installation or testing of the Water District Acquisition Facilities, and (ii) employee time to review the Plans and Specifications, inspect the construction and installation of the Water District Acquisition Facilities and process payment requests. All costs must be properly documented and reasonable to be reimbursed.

#### EXHIBIT "D-1"

#### FORM OF PAYMENT REQUEST

The undersigned hereby requests payment from the Acquisition and Construction Fund of the Acquisition and Construction Fund, or any applicable account or subaccount thereof, established by City of Rialto Community Facilities District No. 2019-1 (El Rancho Verde) (the "CFD), an amount equal to \$\_\_\_\_\_\_ for the Water District Acquisition Facilities (as defined in the Joint Community Facilities Agreement by and among the City of Rialto ("City"), West Valley Water District ("Water District") and Lytle Development Company and El Rancho Verde Golf, LLC ("Owner"), dated \_\_\_\_\_\_, 2019 (the "Facilities Agreement")), all as more fully described in Attachment 1 hereto. In connection with this Payment the undersigned hereby represents and warrants to Water District as follows:

- 1. He(she) is a duly authorized officer or representative of the undersigned, qualified to execute this Payment Request for payment on behalf of the undersigned and is knowledgeable as to the matters set forth herein.
- 2. All costs of the Water District Acquisition Facilities for which payment is requested hereby are those Actual Costs (as described in Exhibit "C" to the Facilities Agreement) and have not been inflated in any respect. The Eligible Costs for which payment is requested have not been the subject of any prior disbursement request submitted to the CFD.
- 3. Supporting documentation (such as third party invoices, lien releases and cancelled checks or other evidence of payment) is attached with respect to each cost for which payment is requested.
- 4. The Water District Acquisition Facilities for which payment is requested was constructed in accordance with the requirements of the Facilities Agreement.
- 5. The undersigned is in compliance with the terms and provisions of the Facilities Agreement and no portion of the amount being requested to be paid was previously paid.
- 6. The acquisition price for the Water District Acquisition Facilities (a detailed calculation of which is shown in Attachment 1 hereto) has been calculated in conformance with the terms of the Facilities Agreement.
- 7. The Water District Acquisition Facilities have been transferred to the Water District or provision for transfer has been made for \_\_\_\_.
  - 8. All provisions of the Facilities Agreement have been complied with.
- 9. Please authorize payment of the acquisition price by the CFD to the following if other than the undersigned, in the amounts or percentages indicated:

[Insert names of payees and amounts or percentages]

#190012 v6 3040.36 D-1-1

Date:	[OWNER]
	By:
	Name:
	Title:
	ACCEPTED AND APPROVED BY
	WEST VALLEY WATER DISTRICT
	By:
	Name:
	Title:

connect.

I declare under penalty of perjury that the above representations and warranties are true and

#190012 v6 3040.36 D-1-2

### **ATTACHMENT 1**

# SUMMARY OF WATER DISTRICT ACQUISITION FACILITIES TO BE ACQUIRED AS PART OF PAYMENT REQUEST

Water District Disbursement
Acquisition Facilities Eligible Costs Requested

[List here Water District Acquisition Facilities which payment is requested, and attach support documentation]

#190012 v6 3040.36 D-1-3

# EXHIBIT "D-2" DISBURSEMENT REQUEST FORM

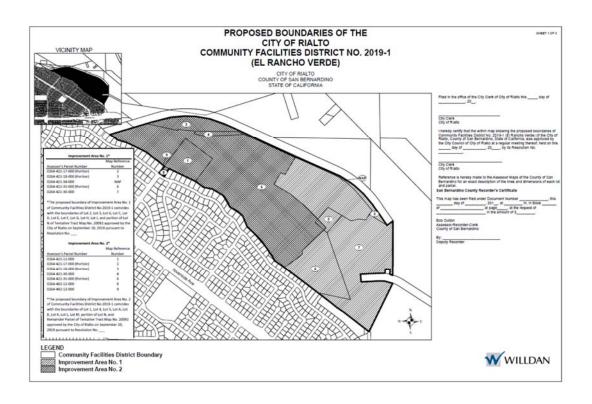
## (Acquisition Facilities/Water District Fees) Community Facilities District No. 2019-1

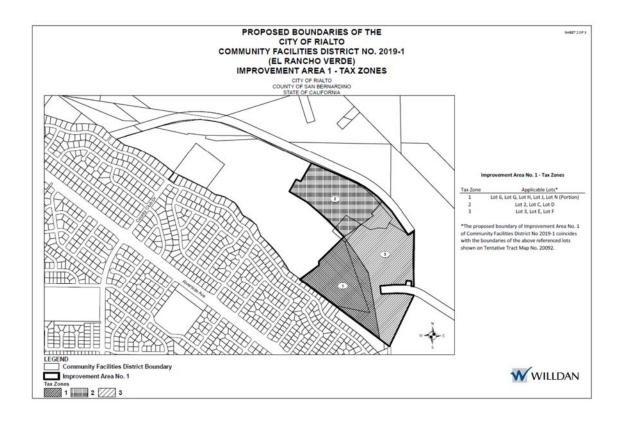
Community Facilities District No. 2017-1	
City of Rialto Community Facilities District No. 2019-1 (the "CFD") is hereby requested to pay from the Acquisition and Construction Fund of the Acquisition and Construction Fund, or any applicable account or subaccount thereof, established by the CFD, the sum set forth below and as set forth in the attached payment request:	
\$ (the "Requested Amount")	
The undersigned certifies that the amount requested hereunder has been expended or encumbered for capital costs related to the construction and acquisition of the following [Water District Acquisition Facilities/Water District Fees]:	
Water District Acquisition Facilities/Water District Fees	Disbursement Requested
request or payment.  The Requested Amount is authorized Community Facilities Agreement by and amount is accordance.	ayable and has not formed the basis of prior and payable pursuant to the terms of the Joint ong the City of Rialto, the West Valley Water pment Company and El Rancho Verde Golf, e "Facilities Agreement").
The Requested Amount shall be paid to the following Payee:	
[Insert name and wire instruction for Payee]	
Capitalized terms not defined herei Facilities Agreement.	in shall have the meaning set forth in the
OWNER	WEST VALLEY WATER DISTRICT
By:	By:
Its:	Its:
Date:	Date:

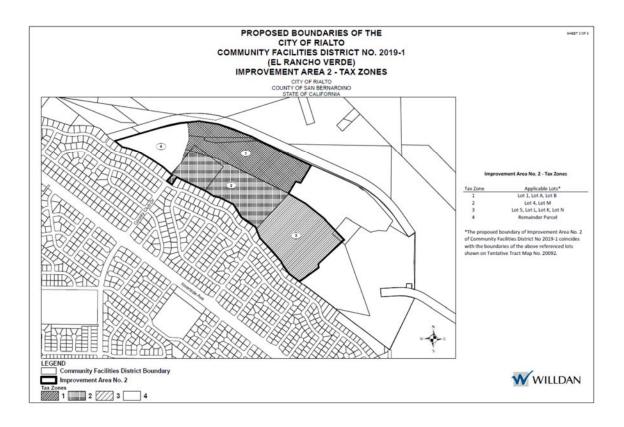
#190012 v6 3040.36 D-2-1

# EXHIBIT "E" CFD BOUNDARY MAP

[Attached]







# **EXHIBIT B**

# RESOLUTION NO. 2020-10 RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ADOPTING A JOINT COMMUNITY FACILITIES AGREEMENT WITH THE CITY OF RIALTO, EL RANCHO VERDE GOLF, LLC AND LYTLE DEVELOPMENT COMPANY

WHEREAS, the City Council of the City of Rialto will be initiating proceedings under the Mello-Roos Community Facilities Act of 1982 (the "Act") to create City of Rialto Community Facilities District No. 2019-1 (El Rancho Verde) (the "Community Facilities District"), to authorize the levy of special taxes (the "Special Taxes") upon the land within each of two improvement areas of the Community Facilities District (each, an "Improvement Area") and to issue bonds (the "Bonds") secured by the Special Taxes, the proceeds of which are to be used to finance certain public facilities; and

**WHEREAS,** the El Rancho Verde Golf, LLC ("El Rancho") and Lytle Development Company ("Lytle" and with El Rancho, the "Owner") are the owners of all of the property (the "Property") within the proposed boundaries of the Community Facilities District; and

**WHEREAS,** the facilities proposed to be financed by the Community Facilities District include certain facilities to be owned, operated and maintained by West Valley Water District (the "Water District Facilities"), as well as facilities to be owned, operated or maintained by the City of Rialto (the "City Facilities"); and

WHEREAS, the Water District Facilities include (i) certain fees and charges included in West Valley Water District's ("WVWD") capacity and connection fee program and used to fund master plan water facilities necessary to provide service to the Property (the "Water District Fees"), which fees, as of the date of this Facilities Agreement, are estimated to total \$5,834,744 and (ii) certain other master planned facilities to be constructed by or on behalf of Owner and acquired by WVWD for their actual cost, together with appurtenances and appurtenant work, and incidental expenses related thereto (each, a "Water District Acquisition Facility," and collectively, the "Water District Acquisition Facilities"); and

**WHEREAS,** upon the construction of the Water District Acquisition Facilities by or on behalf of Owner and the inspection and acceptance thereof by WVWD, the Water District Acquisition Facilities will be conveyed to and accepted by WVWD; and

**WHEREAS,** Section 53316.2 of the Act provides that a community facilities district may finance facilities to be owned or operated by an entity other than the agency that created the community facilities district only pursuant to a joint community facilities agreement or a joint exercise of powers agreement adopted pursuant to said Section; and

WHEREAS, Section 53316.2 of the Act further provides that at any time prior to the adoption of the resolution of formation creating a community facilities district or resolution of issuance, the legislative bodies of two or more local agencies may enter into a joint community facilities agreement pursuant to said Section and Sections 53316.4 and 53316.6 of the Act to exercise any power authorized by the Act with respect to the community facilities district being created if the legislative body of each entity adopts a resolution declaring that such a joint agreement would be beneficial to the residents of that entity; and

**WHEREAS,** subsection (e) of Section 53316.2 of the Act permits the City of Rialto to have primary responsibility for formation of a community facilities district; and

**WHEREAS,** the City of Rialto, WVWD and the Owner desire to enter into a Joint Community Facilities Agreement in accordance with Sections 53316.2, 53316.4 and 53316.6 of the Act in order to provide for the financing of the Water District Facilities through the levy of Special Taxes and issuance of Bonds by the Community Facilities District;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the West Valley Water District as follows:

The Joint Community Facilities Agreement, presented at this meeting, is hereby approved and adopted.

ADOPTED, SIGNED, AND APPROVED THIS 2<sup>nd</sup> DAY OF APRIL, 2020.

<b>DIRECTORS:</b>
<b>DIRECTORS:</b>
<b>DIRECTORS:</b>
<b>DIRECTORS:</b>

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

ATTEST:	
Peggy Asche	
Acting Board Secretary	



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** April 2, 2020

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: REQUEST TO LIFT HIRING FREEZE FOR CRITICAL NEED

POSITIONS - SIX WATER SYSTEMS OPERATOR POSITIONS; AND TO

RECRUIT INTERNALLY FIRST

#### **BACKGROUND:**

A team of 42 in the Operations Department (Department) ensures that approximately 90,000 customers receive high quality drinking water at sufficient pressure to meet their daily needs. The Department is divided into six divisions:

- 1. Water Quality
- 2. Production
- 3. Surface Water Treatment
- 4. Biomediation Treatment
- 5. Meter Reading
- 6. Distribution & Facilities Maintenance.

The Department is responsible for protecting our source of supply, responsible for water quality & regulatory compliance, and operating and maintaining 8 water treatment facilities, 17 groundwater wells, 12 pump stations, 25 reservoirs, 22,500 connections and over 150 miles of transmission lines.

All Water Systems Operators are certified with the State Water Resources Control Board and work around the clock to ensure the facilities and systems are in good working order.

#### **DISCUSSION:**

The Department cannot function properly with 6 vacant positions.

There has been a shared responsibility of providing coverage between the divisions with Supervisors performing underground utilities markings, collecting samples, and flushing dead-end hydrants. This shared responsibility makes it difficult for each division to perform daily functions and productivity is affected.

Operations staff have been working more overtime to cover the workload and are getting burnedout. The Operations Manager has identified a critical need to fill 6 vacant positions.

The vacancies are summarized below:

- 3 Water Systems Operator Assistant, I, II, & III Positions
- 2 Lead Water System Operator Positions
- 1 Supervising Water Systems Operator Position

#### **FISCAL IMPACT:**

There is no fiscal impact.

These are budgeted positions in the Fiscal Year 2019/20 Operating Budget.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors approve this request to recruit and fill six (6) Operations positions.

If this request is approved, the recruitment will be conducted internally first.

Respectfully Submitted,

Clarence C. Mansel

Clarence Mansell Jr, General Manager

CM:jc

#### ATTACHMENT(S):

1. Attachment for Request to Lift Hiring Freeze

## **EXHIBIT A**

# Summary of Water Systems Operator Job Class Requirements for Appointment

Job Title	Job Level &	Education	Experience
	Certification		
Assistant Water Systems	Training Class	Two college courses in water	None
Operator	No certification	and/or wastewater.	
Water Systems Operator I	Entry	Four courses in water and/or	1 Year
	D1/T1	wastewater.	
Water Systems Operator II	Experienced	Six college classes in water	2 Years
	D2/T2	and/or wastewater.	-
Water Systems Operator III	Journey	Eight college courses in water	3 Years
	D3/T3	and/or wastewater.	
Lead Water Systems	Journey	Eight college courses in water	4 Years
Operator	D3/T3	and/or wastewater and two	
		courses in	
		supervisory/management.	
<b>Supervising Water Systems</b>	Expert	Eight college courses in water	5 Years
Operator	D4/T4	and/or wastewater and four	
		courses in	
		supervisory/management.	
Chief Water Systems	Expert	A.S. Degree in Water Supply	5 Years
Operator	D5/T5	Technology, Engineering	
		Technology or related science.	



# Assistant Water Systems Operator Water Systems Operator I/II/III

Department: Water Systems Operations

FLSA Status:

Non-Exempt

Salary Ranges: 26-40

Effective Date:

July 2019

Salaries: \$42,016 - \$83,117

#### **General Description**

Under general supervision of the Supervising Water Systems Operator and close supervision of the Lead Water Systems Operator, operates and maintains District equipment and facilities for sourcing, treatment and the distribution of drinking water to its service areas. Performs a full range of water system duties which include but are not limited to operating and maintaining wells, wellhead treatment systems, reservoirs. surface water treatment plants, booster pump stations, transmission and distribution pipeline, and related equipment and facilities. Examples of duties and responsibilities include but are not limited to: installing, operating and maintaining water mains, valves, hydrants, service lines, meters, booster pumps, and all other facilities of the District; weed abatement; painting of District structures; marking mains and services for Underground Service Alerts: flushing the distribution system: exercising fire hydrants and valves; raising valve boxes; monitoring and controlling flows and pressures in the distribution system; monitoring and controlling treatment processes to achieve desired water quality objectives; and, performing related duties and responsibilities as assigned. operator is required to serve on a rotating shift and serve "on call" with a District cell phone after hours, weekends and holidays.

Assistant Water Systems Operator
This is a training level job placeification

Range 26

\$42,016 - \$59,093

This is a training level job classification. Employees must show constant progress in learning and performing the duties and responsibilities of a journey level operator and in achieving the educational and certification requirements to promote to Water Systems Operator I within a maximum of two years. Appointment to this job class requires the completion of two college courses in water distribution, water treatment, wastewater treatment or collection systems. No experience in water/wastewater systems operations is required. *Please refer to Essentials Duties and Responsibilities for this Class Specification by division (Distribution, Meters, Production, Treatment, and Water Quality).* 

Water Systems Operator I

Range 30

\$44,096 - \$62,046

This is the second level in the Water Systems Operator job class series. This is a permanent full time position. Appointment to this position requires possession of: State Water Resources Control Board (SWRCB) Certifications issued for Grade I Water Treatment Plant Operator and Grade I Water Distribution Systems Operator; one year of operations experience in water or wastewater systems; the completion of four colleges courses in water distribution, water treatment, wastewater treatment or collection

systems; and, passing a standardized written and performance examination demonstrating competency in selected District Standard Operating Procedures (SOP's). A Water Systems Operator I must show constant progress in learning and performing the duties and responsibilities of a journey level operator and in achieving the educational and certification requirements to promote to Water Systems Operator II within a maximum of two years. *Please refer to Essentials Duties and Responsibilities for this Class Specification by division (Distribution, Meters, Production, Treatment, and Water Quality).* 

#### Water Systems Operator II

Range 36

**\$53,602 - \$75,421** 

This is the third level in the Water Systems Operator job class series. Appointment to this position requires possession of: SWRCB Certifications issued for Grade II Water Treatment Plant Operator and Grade II Water Distribution Systems Operator; two years of operations experience in water or wastewater systems; the completion of six colleges courses in water distribution, water treatment, wastewater treatment or collection systems; and, passing a standardized written and performance examination demonstrating competency in selected District Standard Operating Procedures (SOP's). A Water Systems Operator II must show constant progress in learning and performing the duties and responsibilities of a journey level operator and in achieving the educational and certification requirements to promote to Water Systems Operator III within a maximum of two years. Please refer to Essentials Duties and Responsibilities for this Class Specification by division (Distribution, Meters, Production, Treatment, and Water Quality).

#### Water Systems Operator III

Range 40

\$59,093 - \$83,117

This is the journey level position in the Water Systems Operator job class series. Appointment to this position requires possession of: SWRCB Certifications issued for Grade III Water Treatment Plant Operator and Grade III Water Distribution Systems Operator; three years of operations experience in water or wastewater systems; the completion of eight college courses in water distribution, water treatment, wastewater treatment or collection systems; and, passing a standardized written and performance examination demonstrating competency in selected District Standard Operating Procedures (SOP's). A Water Systems Operator III must show constant progress in learning, performing and staying abreast of changes for executing all duties and responsibilities District operators perform and in achieving the educational and certification requirements to promote to Lead Water Systems Operator. Please refer to Essentials Duties and Responsibilities for this Class Specification by division (Distribution, Meters, Production, Treatment, and Water Quality).

In addition to achieving SWRCB Certifications and completing water related college courses as a condition of maintaining employment, Water Systems Operators at all levels are responsible for achieving specialty education and training certifications as well as the state and industry licenses required to execute the duties and responsibilities of the jobs they are assigned to perform. These include and are not limited to: Class "A" Driver's License issued by the California State Department of Motor Vehicles; Cal OSHA certifications; Hazardous Waste Operations and Emergency Response certifications; County Cross Connection and Backflow Prevention Device certifications; equipment operator certifications; AWWA certifications; and others. *Please refer to Essentials Duties* 

and Responsibilities for this Class Specification by department (Distribution, Meters, Production, Treatment, and Water Quality).

#### Knowledge/Skills/Abilities

Water main disinfection, well disinfection, disinfectant by-products, chlorine curve chemistry, storage reservoir disinfection, and types of disinfectants.

Distribution system layout, storage facilities, cross-connection and backflow devices, service connections, systems map, assess system demand, flow rates and velocity, head loss, cavitation, water hammer, water pressure and volume, static and dynamic pressure.

Disinfection-by-product rule, lead and copper rule, MCLs, monitoring and sampling requirements, public notification, safe drinking act, total coliform rule, operator certification regulations, emergency response planning, maintenance plan, water conservation planning and water rates.

Valves, water meters, hydrants, chemical feeders, corrosion, power generators, SCADA, pump types, uses, and sizes, troubleshoot and repair pumps and motors, water horsepower, inspection of water mains, piping, storage tanks, and equipment installation and repair.

Cleaning and maintenance, excavation, installation, and repair, joints and fittings, leak detection and repair, pipe selection, and service line installation.

Watershed protection, wells/groundwater, surface water/reservoirs, raw water storage, clear well storage, and unidirectional flushing.

Coagulation/flocculation/sedimentation, filtration, disinfection, corrosion control, taste and odor, iron and manganese removal, fluoridation, and BAT (Best Available Technology).

Chemical feeders, pumps and motors, blowers and compressors, water meters, pressure gauges, instrumentation, and electrical generators.

Sampling, general lab practices, disinfectant analysis, alkalinity analysis, pH analysis, turbidity analysis, specific conductance, hardness, fluoride analysis, color analysis, taste and odor analysis, and microbiological analysis.

California waterworks standards, safe drinking water act and amendments, surface water treatment rule and amendments, primary contaminants, secondary contaminants, lead and copper rule, and total coliform rule.

#### **Physical Tasks and Environmental Conditions**

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions on a case-by-case basis.

While performing the duties of this classification, an incumbent is regularly required to stand; use hands and fingers to handle, or feel; and talk and hear. The employee is frequently required to walk and to reach with hands and arms. The employee is occasionally required to sit, climb or balance and stoop, kneel, crouch or crawl. The employee must regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to fifty (50) pounds, and occasionally lift and/or move up to one-hundred (100) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

#### Article 3.306

Advancement in salary is not automatic. It should be considered a reward for meritorious service. The General Manager may authorize the advancement of an employee who has performed twelve (12) months continuous satisfactory service.

An employee who furthers his/her knowledge in the field or employment may become eligible for consideration of a salary review by the General Manager. The General Manager may authorize reimbursement to the employee for cost of tuition, registration fees, required text books, certification costs and other related charges upon proof of receiving a passing grade, and /or certificate, whichever may be appropriate or both.

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.

# Essential Duties and Responsibilities - Distribution Systems Division -

#### **Assistant Water Systems Operator**

- Provide courteous and expeditious customer service to the general public and District staff;
- Routinely adheres to and maintains a positive attitude towards District goals;
- Assist in the performance of a variety of water utility duties in the maintenance and repair of water plants and facilities;
- Ensures proper use of safety equipment; wears protective apparel;
- Performs arduous labor in assisting others in the construction and maintenance of various utility water projects;
- Operates District vehicles and learns to operate light and medium trucks; loads and unloads trucks;
- Assists in and/or operates a forklift, roller cement mixer, compressor, jackhammer (weight approximately 100 pounds), concrete saws, sandblaster, drills and similar equipment and tools depending on status of training;
- Learns to use hand and portable power tools; cleans and maintains tools;
- Assists in clearing work area of debris and rocks; assists in excavating trenches; digs trenches with hand tools; digs, backfills and tamps trenches; learns to perform hand grading and tamping;
- Assists and learns to operate a pipe locator and pipe threading machine; learns to cut pipe as instructed using power saws; assists and learns to lay pipe;
- Assists and learns in isolating, making repairs, or replacing inoperative sections;
- Learns to set forms for thrust blocks; learns to set shoring bars and equipment into place;
- Assists in mixing and pouring concrete; learns to finish concrete;
- Assists and learns skills in laying, tamping, spreading, and rolling of asphalt;
- Assists and learns to install equipment onto mounts, including pumps, engines, motors, drive shafts, piping and electrical panels;
- Assists and learns to perform rough carpentry; assists and learns to install drywall;
- Assists and learns to use mortar mixes in the erection of block walls from cinderblocks;
- Assists in painting surfaces; sandblasts surfaces; learns to manipulate compressed air hoses for paint sprayers to prevent construction while spraying; assists in erecting scaffolding;
- Assists in making necessary repairs to special recording registers in the field or shop;
- Assists and learns to check discs, diaphragms and bushings; learns to assemble drive trains;

- Assist in water production operations including installation, operation, and maintenance of pumps, blowers, and valves, when needed;
- Clean and maintain reservoirs, buildings, sludge beds, and blending ponds.
- Serves "on call" on a rotating basis.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator I

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator.
- Assists as a crew member in the installation, maintenance, and repair of water mains, valves, hydrants, services, meters and booster pumps.
- Assists in performing basic records maintenance of work performed.
- Assists in performing proper shoring of trenches and safety practices.
- Assists in digging and backfilling trenches; lays pipe and drills and taps water mains; locates, taps, and installs new customer services; learns to make skilled fittings and connections.
- Assists in turning on and off water services; cleans mains and flushes the water system.
- Assists in locating and marking water lines for contractors and District crews.
- Learns to investigate leaks and reports service interruptions; learns to repair valves and insures that they are working properly.
- Participates in advising customers of leaks and suggests how to resolve the problems; informs customers of water shut offs for repairs.
- Learns to perform a variety of related welding, carpentry, fencing, painting and graffiti removal.
- Learns to cut and place concrete and asphalt.
- Learns to sets up traffic control in accordance with safety standards; flags and directs traffic.
- Learns to locate and install irrigation sprinkler systems; performs ground maintenance, tree trimming and weed abatement.
- Raises valve boxes that have been paved over.
- Cross-trains in other department job duties.
- Maintains assigned District vehicle including servicing and periodic safety checks.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator II

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I.
- Participates in the work of crews engaged in the installation, maintenance, and repair of water mains, valves, hydrants, services, meters and booster pumps.
- May participate in training and guiding lesser skilled workers in the proper performance of duties.

- Maintains records of work performed.
- Ensures proper shoring of trenches and safety practices.
- Operates equipment such as trucks, heavy equipment, air compressors, jackhammers, and a variety of power and hand tools.
- Digs and backfills trenches; lays pipe and drills and taps water mains;
- Turns on and off water services; cleans mains and flushes the water system.
- Locates and marks water lines for contractors and District crews.
- Investigates leaks and reports service interruptions; repairs valves and insures that they are working properly.
- Advises customers of leaks and suggests how to resolve the problems; informs customers of water shut offs for repairs.
- Performs a variety of related welding, carpentry, fencing, painting and graffiti removal.
- Cuts and places concrete and asphalt.
- Sets up traffic control in accordance with safety standards; flags and directs traffic.
- Locates and installs sprinkler systems; performs ground maintenance, tree trimming and weed abatement.
- Leads and participates in the work of crews engaged in the installation, maintenance, and repair of water mains, valves, hydrants, services, meters and booster pumps.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator III

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II.
- Instructs and directs lesser skilled workers in the proper performance of duties and provides input regarding their performance.
- Operates and trains others in the use of equipment such as trucks, heavy equipment, air compressors, jackhammers, and a variety of power and hand tools.
- Participates in District safety meetings
- Performs other duties as assigned.

#### **Lead Water Systems Operator**

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II, III.
- Guides, checks, monitors, inspects and reports on the work of a crew engaged in one of the following areas, depending on assignment: construction and maintenance of various utility projects, and/or water utility trench excavation and pipeline repair work;
- Assigns specific tasks to crew members at the job site;
- Trains, instructs and corrects the work of crew members, insuring that accepted work and safety methods are practices;

- Leads and performs construction and fabrication of various utility water projects including footings, foundations, slabs, floors, frames, sidings, trenches, ditches, roads, metal sidings and roofs, mounts and enclosures;
- Ensures proper use of safety equipment; wears protective apparel;
- Leads and performs arduous labor in the construction and maintenance of various utility water projects;
- Operates a pipe locator and pipe threading machine; cuts pipes using power saws;
   lays pipe to grade;
- Isolates, makes repairs, or replaces inoperative sections of piping;
- Sets forms for thrust blocks; sets shoring bars and equipment into place;
- Mixes, pours and finishes concrete;
- Lays, tamps, spread and rolls asphalt;
- Sets mounting frames, bars and bolts;
- Installs equipment onto mounts, including pumps, engines, motors, drive shafts, piping and electrical panels;
- Performs carpentry work; installs drywall; Uses mortar mixes in the erection of block walls from cinderblock; lays bricks;
- Paints surfaces, sometimes using specialized coating and epoxies; sandblasts surfaces; manipulates compressed air hoses for paint sprayers to prevent obstructions while spraying; erects scaffolding;
- Leads and participates in repair of gate and butterfly valve and other large valves;
- Lead and participates in repairing fire hydrants and automated valves (Cla-Vals);
- May inventory and maintain levels of rebuilt valves and hydrants ready for use;
- Leads and participates in the repair of sprinkler systems;
- Leads and participates in the operation of power generators;
- Operates a boom truck in hoisting and setting large pipe;
- Operates light tractors skip loaders, and backhoes;
- May take the place of the Maintenance Supervisor in their absence;
- Participates in District Safety meetings;
- Performs other duties as assigned.

# Essential Duties and Responsibilities - Meters Division -

#### **Assistant Water Systems Operator**

- Reads water meters in an assigned area using handheld reading devices and/or an Automated Meter Reader (AMR). Responsible for providing the collected information to the Billing Department for processing.
- Assists with installing, testing, and calibrating new or replacement water meters and ensures they are registering properly; assigns sequencing number for new installations to place in right order on meter reading route.
- Assists in retrofitting and replacing meters as part of meter replacement program;
   cleans in and around meter boxes; performs re-builds and routine maintenance on meters; repairs service line leaks, repairs meter leaks and replaces meter-box lids.
- Assists in repairing and replacing shut-off valves and angle valves; performs main line shut downs with supervisor approval.
- Assist in turning water service on and off for customers and hangs tags, both during normal working hours and after hours; explains District policy on late or nonpayment of water bills.
- Responds to customer inquiries at their home or business, including answering questions regarding meter leaks, water pressure, water quality, or high consumption readings; performs water audits to assess water utilization patterns of customers.
- Assists in inspecting installation and operation of water meters at construction sites.
- Exercises safety precautions in the course of obtaining meter readings.
- Assists in performing initial on-site inspection of suspected tampering or unauthorized use of water meter and reports such activity.
- Maintains assigned District vehicle including servicing and periodic safety checks.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator !

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator.
- Installs, tests and calibrates new or replacement water meters and ensures they
  are registering properly; assigns sequencing number for new installations to place
  in right order on meter reading route.
- Retrofits and replaces meters as part of meter replacement program; cleans in and

- around meter boxes; performs re-builds and routine maintenance on meters; repairs service line leaks, repairs meter leaks and replaces meter box lids.
- Repairs and replaces shut-off valves and angle valves; performs main line shut downs with supervisor approval.
- Turns water service on and off for customers and hangs tags, both during normal working hours and after hours; explains District policy on late or non-payment of water bills.
- Responds to customer inquiries at their home or business, including answering questions regarding meter leaks, water pressure, water quality, or high consumption readings; performs water audits to assess water utilization patterns of customers.
- Inspects installation and operation of water meters at construction sites.
- Exercises safety precautions in the course of obtaining meter readings.
- Performs initial on-site inspection of suspected tampering or unauthorized use of water meter and reports such activity.
- Repairs and replaces shut-off valves.
- Assists Water Quality Department with underground service alerts.
- Performs a variety of semi-skilled water system repairs and maintenance, as needed or assigned.
- Serves "on call" on a rotating basis.
- Cross-trains in other department job duties.
- Performs other duties as assigned.

#### Water Systems Operator II

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I.
- May participate in training and guiding lesser skilled workers in the proper performance of duties.
- Maintains records of work performed.
- Performs a variety of journey level skilled water system repairs and maintenance, as needed or assigned.
- · Performs other duties as assigned.

#### Water Systems Operator III

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II.
- Leads and participates in reading water meters in an assigned area using handheld reading devices and/or an Automated Meter Reader (AMR). Responsible for providing the collected information to the Billing Department for processing.
- Instructs and directs lesser skilled workers in the proper performance of duties and provides input regarding their performance.
- Participates in sequencing of routes.

- Performs a variety of complex and highly skilled water system repairs and maintenance, as needed or assigned.
- Performs other duties as assigned.

#### **Lead Water Systems Operator**

TBD

# Essential Duties and Responsibilities - Production Division -

#### **Assistant Water Systems Operator**

- Assists in the daily inspection, operation and maintenance of the District's pumping equipment and boosters to ensure an adequate supply of water in reservoirs and the District water system.
- Assists in the daily inspection and maintenance of District reservoirs.
- Checks and records meters and other gauges; notifies supervisor of problems and receives guidance.
- Assists in conducting regular measuring of the depth of all active and inactive District wells.
- Checks and adds oil to pumps and engines, greases bearings, and performs a
  variety of other routine preventative maintenance work on pump engines and
  equipment; listens for and analyzes noises or vibrations; notifies supervisor of
  problems and receives guidance.
- Inspects and lubricates booster and well pumps; inspects and sets switches; tightens and adjusts pump packing glands and mechanical seals; removes and replaces or repairs small valves.
- Assists in performing a variety of construction, maintenance, and repair work on pump houses and facilities; performs weed abatement around all pump buildings.
- Assists in collecting samples for water quality testing; learns to perform chlorinating and/or flushing to reach the proper residuals or water quality.
- Assists in ordering equipment, parts and supplies including chlorine and oil.
- Maintains assigned District vehicle including servicing and periodic safety checks.
- Participates in District safety meetings.
- Performs other duties as assigned.

#### Water Systems Operator I

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator.
- Learns to maintain all well head treatment facilities; takes bacteriological samples
  of active District wells; computes daily and monthly readings.
- Learns to operate District's SCADA system.
- Assists in the scheduling of service and maintenance of the District's automatic valves.
- Assist in the operations and maintenance of the Water Filtration and Treatment Plant.
- Records findings, prepares reports, and maintains logs.

- Learns to perform a variety of semi-skilled water system repairs and maintenance, as needed or assigned.
- Serves on a rotating shift and serves "on call" with a District cell phone after hours, weekends and holidays which fall within the assigned shift.
- Cross-trains in other department job duties.
- Participates in District safety meetings.
- Performs other duties, as assigned.

#### Water Systems Operator II

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I.
- Performs daily inspection, operation and maintenance of the District's pumping equipment and boosters to ensure an adequate supply of water in reservoirs and the District water system.
- Performs daily inspection and maintenance of District reservoirs.
- Checks and records meters and other gauges; analyzes and resolves routine issues independently.
- Conducts regular measuring of the depth of all active and inactive District wells.
- Checks and adds oil to pumps and engines, greases bearings, and performs a
  variety of other routine preventative maintenance work on pump engines and
  equipment; listens for and analyzes noises or vibrations; analyzes and resolves
  routine issues independently.
- Maintains all well head treatment facilities; takes bacteriological samples of active District wells; computes daily and monthly readings.
- Operates District's SCADA system.
- Schedules service and maintenance of the District's automatic valves.
- Performs a variety of construction, maintenance, and repair work on pump houses and facilities; performs weed abatement around all pump buildings.
- Collects samples for water quality testing; performs chlorinating and/or flushing to reach the proper residuals or water quality.
- Orders equipment, parts and supplies including chlorine and oil.
- Performs a variety of semi-skilled water system repairs and maintenance, as needed or assigned.
- Performs other duties, as assigned.

#### Water Systems Operator III

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II.
- Leads and participates in performing daily inspection, operation and maintenance of the District's pumping equipment and boosters to ensure an adequate supply of water in reservoirs and the District water system.
- Instructs and directs lesser skilled workers in the proper performance of duties and provides input regarding their performance.

- Maintains records of work performed.
- Checks and records meters and other gauges; analyzes and resolves routine to complex issues independently.
- Checks and adds oil to pumps and engines, greases bearings, and performs a
  variety of other routine preventative maintenance work on pump engines and
  equipment; listens for and analyzes noises or vibrations; analyzes and resolves
  routine to complex issues independently.
- Performs other duties, as assigned.

#### **Lead Water Systems Operator**

TBD



# Essential Duties and Responsibilities - Water Quality Division -

#### **Assistant Water Systems Operator**

- Assists in monitoring and maintaining the water quality of the water system.
- Prepares and performs collections of regulatory and quality control samples of the water distribution system and/or treatment systems in accordance with the State and Federal regulations.
- Learns and Assists with the Lead and Copper Program including customer notifications and collection of samples.
- Learns and assists with Dead-End Flushing Program-related duties.
- Learns and assists with the District's Cross-Connection Control Program, generates customer test notifications, and cross checks database customer information with District's billing information.
- Assists in the inspection, testing, and installation of backflow prevention devices according to District, County, and State standards and/or requirements.
- Monitors District fire hydrants and/or commercial/residential fire systems for unauthorized connections and illegal use.
- Assists in coordinating hydrant meter rentals for construction including permitting; hydrant meter delivery and relocating; meter reading, repair, and testing; checking for proper registration; and ordering of parts.
- Assists with locating of District facilities through Underground Service Alert (USA's); assists with Valve Recovery Program locating valves paved over while in the field.
- Assists with review of existing District underground utility locations.
- Serves "on call" on a rotating basis.
- Maintains assigned District vehicle including servicing and safety checks.
- Assists in field operations when required.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator I

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator.
- Learns and assists to gather information for technical training material.
- Learns and assists with conducting analyses, investigations of water quality issues, and preparing reports.
- Learns and assists with updating water quality related databases and records.
- Learns and assists with operating and maintaining equipment.

- Learns how to review laboratory test results for levels of constituents and compliance with Federal and State regulations.
- Prepares and performs collections of regulatory and quality control samples of the water distribution system and/or treatment systems in accordance with the State and Federal regulations.
- Learns and assists with water-quality sample scheduling.
- Learns and Assists with the Lead and Copper Program including customer notifications and collection of samples.
- Learns and assists with cross-connection surveys of facilities. Maintains records
  of cross-connection surveys, recommendations for corrections, types of
  assemblies to be installed, and follow-up reports of compliance.
- Monitors District fire hydrants and/or commercial/residential fire systems for unauthorized connections and illegal use and assists in keeping detailed records of violations.
- Locates District facilities through Underground Service Alert (USA's);
- Assists with underground service alert duties.
- Learns and assists with the review of existing District underground utility locations and provides updates for new and revised locations.
- Learns and assists with maintaining detailed USA records.
- Learns and assists to provide emergency response.
- Participates in District safety meetings
- Performs other duties as assigned.

#### Water Systems Operator II

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I.
- Gathers information for technical training material.
- Assists with conducting analyses, investigations of water quality issues, and preparing reports.
- Assists with conducting water quality studies, tests, inspections and research.
- Updates water quality related databases and records.
- Learns and assists with administering professional services agreements.
- Assists with operating and maintaining equipment.
- Learns and assists with the review of laboratory test results for levels of constituents and compliance with Federal and State regulations.
- Learns and assists with preparation of annual water analysis schedule in accordance with the State of California, Title 22 Regulations, and Environmental Protection Agency Regulations.
- Learns and assists with the Lead and Copper Program including customer notifications, collection of samples, and coordination with the laboratory.
- Learns and assists with preparation of water quality reports in accordance with State and Federal regulations.
- Carries out Dead-End Flushing Program-related duties.
- Learns and assists with budget tracking.

- Assists with cross-connection surveys of facilities. Maintains records of crossconnection surveys, recommendations for corrections, types of assemblies to be installed, and follow-up reports of compliance.
- Assists with the District's Cross-Connection Control Program; enters test and inspection results into the District's computer database; generates customer test notifications; cross checks database customer information with District's billing information; maintains detailed files and records.
- Assists with underground service alert duties, including learning how to conduct a review of completed work.
- Assists with review of existing District underground utility locations and provides updates for new and revised locations.
- Assists with maintaining detailed USA records.
- Assists with emergency response.
- Participates in District safety meetings.
- · Performs other duties as assigned.

#### Water Systems Operator III

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II.
- Conducts analyses and investigations of water quality issues, prepares reports and makes recommendations.
- Assists with review of laboratory test results for levels of constituents and compliance with Federal and State regulations.
- Assists with preparation of annual water analysis schedule in accordance with the State of California, Title 22 Regulations, and Environmental Protection Agency Regulations.
- Maintains quality sample scheduling.
- Assists with the Lead and Copper Program including customer notifications, collection of samples and coordination with the laboratory.
- Assists with preparation of water quality reports in accordance with State and Federal regulations.
- Learns and assists with coordination and execution of Dead-End Flushing Program.
- Assists with budget tracking.
- Tests and repairs backflow prevention assemblies.
- Conducts cross-connection surveys of facilities. Maintains records of crossconnection surveys, recommendations for corrections, types of assemblies to be installed, and follow-up reports of compliance.
- Recommends locations and types of backflow prevention assemblies to be installed based on the degree of hazard.
- Maintains regulatory records of backflow prevention assembly installations, tests, and repairs.
- Coordinates the District's Cross-Connection Control Program; enters test and inspection results into the District's computer database; generates customer test notifications; cross checks database customer information with District's billing

- information; maintains detailed files and records.
- Coordinates and participates in the inspection, testing, and installation of backflow prevention devices according to District, County, and State standards and/or requirements.
- Monitors District fire hydrants and/or commercial/residential fire systems for unauthorized connections and illegal use; keeps detailed records of violations; and assists with corrective action.
- Coordinates hydrant meter rentals for construction including permitting; scheduling; hydrant meter delivery and relocating; meter reading, repair and testing; checking for proper registration; and ordering of parts.
- Assists with USA duties, including review of completed work.
- Coordinates review of existing District underground utility locations and provides updates for new and revised locations.
- Maintains USA records.
- Provides emergency response.
- Participates in District safety meetings.
- · Performs other duties as assigned.

#### **Lead Water Systems Operator**

- All essential duties and responsibilities performed at the level of Assistant Water Systems Operator and Water Systems Operator I, II, III.
- Assists with conducting and monitors water quality studies.
- Analyzes federal and state drinking water regulations and assists with implementation.
- Participates in the start-up of new facilities to ensure water quality compliance.
- Assists with source water protection research, studies, and other related activities.
- Assists with analyses of proposed water quality legislation.
- Reviews laboratory test results for levels of constituents and compliance with Federal and State regulations.
- Prepares annual water analysis schedule in accordance with the State of California, Title 22 Regulations, and Environmental Protection Agency Regulations.
- Reviews and maintains water-quality sample scheduling.
- Coordinates the Lead and Copper Program including customer notifications, collection of samples and coordination with the laboratory.
- Prepares water quality reports in accordance with State and Federal regulations.
- Assists with coordination and execution of Dead-End Flushing Program.
- Executes budget tracking duties.
- Leads testing and repair of backflow prevention assemblies.
- Conducts and provides report for approval of cross-connection surveys of facilities. Maintains records for cross-connection surveys, recommendations for corrections, types of assemblies to be installed, and follow-up reports of compliance.
- Leads the District's Cross-Connection Control Program; enters test and inspection results into the District's computer database; generates customer test notifications; cross checks database customer information with District's billing information; maintains detailed files and records.

- Leads and participates in the inspection, testing, and installation of backflow prevention devices according to District, County, and State standards and/or requirements.
- Leads monitoring of district fire hydrants and/or commercial/residential fire systems for unauthorized connections and illegal use; keeps detailed records of violations; and coordinates corrective action.
- Leads coordination of hydrant meter rentals for construction including permitting; scheduling; hydrant meter delivery and relocating; meter reading, repair and testing; checking for proper registration; and ordering of parts.
- Leads and performs underground service alert duties, including review of completed work.
- Leads review of existing District underground utility locations and provides updates for new and revised locations.
- Participates in District safety meetings.
- Performs other duties as assigned.

# Essential Duties and Responsibilities \* Treatment Division \*

#### **Lead Water Systems Operator**

- Performs the daily activities and operations of the District's Water Filtration and Treatment Plant in compliance with all applicable rules and regulations.
- Authorizes plant startups, shut downs, and emergency repairs in the absence of the Superintendent/Chief Operator.
- Takes appropriate water analyses and has authority to make decisions and direct support personnel in maintaining operations of the District Water Filtration and Treatment Plant during his/her assigned shift.
- Serves on a rotating shift and serves "on call" with a District cell phone after hours, weekends and holidays which fall within the assigned shift.
- Leads and participates in the work of operators engaged in the preventative maintenance of the Water Filtration Treatment Plant and related equipment.
- Assists in scheduling equipment maintenance and overseeing on-site contractor's performance.
- Inspects, operates, and maintains a variety of equipment; makes operating adjustments as needed.
- Takes, tests, and records regular water samples; assists with special water quality testing.
- Maintains and operates disinfection equipment and makes chemical adjustments as necessary; responds to all chlorine alarms as a member of the District's Emergency Response Team.
- Checks, and records meters and other gauges; adjusts and calibrates instruments; takes and logs a variety of readings.
- Performs a variety of construction and maintenance of all equipment at the Water Filtration Treatment Plant.
- Accounts for materials and equipment, including ordering and maintaining chemical and water treatment supply inventory.
- Prepares and reviews all related reports; maintains historical reports and water quality results in an organized manner.
- Assists in the review of plans, specifications, and regulatory requirements.
- Assists in the preparation of the District's Consumer Confidence Report.
- Records findings, prepares reports, and maintains logs.
- Performs a variety of skilled and semi-skilled water system repairs and maintenance, as needed or assigned.
- Cross-trains in other department job duties.
- Maintains assigned District vehicle including servicing and periodic safety checks.
- Participates in District safety meetings.
- Performs other related duties, as assigned.

- Participates in District Safety meetings;Performs other duties as assigned.



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** April 2, 2020

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: APPROVAL OF ADDITIONAL FUNDING FOR CONTRACT WITH

CHAMBERLAYNEPR FOR ASSISTANCE WITH PUBLIC AND MEDIA

**RELATIONS** 

#### **DISCUSSION:**

On December 16, 2019, West Valley Water District and ChamberlaynePR executed an Agreement for Professional Services. This professional service agreement included public and media relations. ChamberlaynePR will supplement the ChamberlaynePR assessment with communications expertise and support (as needed). ChamberlaynePR will provide real-time communications (or crisis communications) expertise for the Water District. This includes working with WVWD leadership, staff and contractors to provide expertise that helps strengthen the organization's ability to communicate issues, events, projects and priorities. Crisis communication for Covid-19/Coronavirus pandemic response for the agency. Urgent and non-deferable responses to media inquiries in an under resourced agency with other unanticipated actions.

ChamberlaynePR will lend expertise to leadership and staff and serve as traditional communications experts who will help maintain efficient communications operations. ChamberlaynePR will provide creative, strategic insight in the development of effective communications strategies. ChamberlaynePR will execute and assist with Water District events, news conferences, news releases, newsletters, announcements, websites, social media and provide input on print and electronic collateral/materials. ChamberlaynePR will serve as a media expert who consistently monitors local and regional trends relevant to the Water District.

#### **FISCAL IMPACT:**

No Fiscal Impact on the 2019-20 Budget. Contract cost of \$25,000 will be covered by the vacant Assistant General Manager of Engineering

#### **STAFF RECOMMENDATION:**

Staff recommends approval of the continuation of service.

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

CM:JB

#### ATTACHMENT(S):

1. Exhibit A - Agreement

### **EXHIBIT A**



# West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES
With

**ChamberlaynePR** 

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#### **AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this <u>16</u> day of <u>December</u>, 2019 ("Effective Date") is by and between West Valley Water District ("District") and <u>ChamberlaynePR</u> ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

# **RECITALS**

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

## Section 1. Term of Agreement.

- (a) Subject to subsection (b) below, the term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.
- (b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

# Section 2. Scope and Performance of Services.

- 2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.
  - (b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.
- 2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing.

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

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

Consultant warrants it will perform its communication consulting under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized communications firms in performing services of a similar nature. Further, Consultant warrants that the communications performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized firms in performing services of a similar nature.

## Section 3. Additional Services and Changes in Services

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

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3.3 District may order changes to a Task Order, consisting of additions, deletions, or other revisions, and the compensation to be paid Consultant will be adjusted accordingly. All such changes must be authorized in writing, and executed by Consultant and District. The cost or credit to District resulting from changes in a Task Order will be determined by the written agreement between the Parties.

#### Section 4. Familiarity with Services and Site.

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

#### Section 5. Compensation and Payment.

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

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

# Section 6. Required Documentation Prior to Performance.

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

# Section 7. Project Documents.

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

- turn over to District all such original Project Documents in its possession; provided, however, that Consultant may retain copies of Project Documents.
- 7.2 Except as necessary for the performance of services under this Agreement, no Project Documents prepared under this Agreement, will be released by Consultant to any other person or entity without District's prior written approval. All press releases, including graphic display information to be published, must be approved and distributed solely by District, unless otherwise agreed to in writing by District.

# Section 8. Consultant's Books and Records.

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

# Section 9. Status of Consultant.

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

# Section 10. Compliance with Applicable Laws.

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

#### Section 11. Conflicts of Interest.

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

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

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

### Section 13. Indemnification.

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

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

#### Section 14. Insurance.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance coverages listed in Exhibit "C." All Insurance policies

shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by an Authorized Representative.

#### Section 15. Assignment.

15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance

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- of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

# Section 16. <u>Termination of Agreement</u>.

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

# Section 17. Notices.

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

To District: West Valley Water District

855 West Base Line Road

P. O. Box 920 Rialto, CA 92377

Attention: Clarence C. Mansell, Jr.

General Manager

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

To Consultant: ChamberlaynePR

550 Front Street

Suite 702

Attention: Charles Chamberlayne

(202) 302-7612

charles@chambertaynePR.com

# \*\* Please send all invoices by:

Email: apinvoices@wvwd.org

or

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

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

# Section 18. General Provisions.

- **18.1** Authority to Execute. Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect. Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement. This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement. No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures. Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation. This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.
- 18.8 Severability. If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining

provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.

- 18.9 Venue. The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- **18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- **18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts. This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

#### DISTRICT:

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

Clarence C. Mansell, Jr., General Manager

By In 12-19-Crystal L. Escalera, Board Secretary

# APPROVED AS TO FORM:

TAFOYA LAW GROUP, APC

By Robert Tafoya

### CONSULTANT:

ChamberlaynePR 12/18/2019

By Charles Chamberlayne

Its Principal

# **EXHIBIT A**

# **TASK ORDER**

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TASK ORDER NO.	_ 1
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This Task Order ("Task Order") is executed this <u>16</u> day of <u>December</u>, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and <u>ChamberlaynePR</u> ("Consultant").

# RECITALS

- A. On or about <u>December 16</u>, 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

SIGNATURES APPEAR ON FOLLOWING PAGE

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

#### DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Vendor Name Here Chamber TaynePR

By Charles Chamber Tayne

Its Principal

By Name

#### EXHIBIT "1"

TO

# TASK ORDER NO. 1

#### **SCOPE OF SERVICES**

#### Goal 1: Assess.

# Assess communications infrastructure and operations.

Before we develop a strategic plan that helps to effectively communicate WVWD information, we need to evaluate the current infrastructure and operations that disseminate WVWD Information, projects and events. We will do that by:

- Assessing the message and brand.
- Observing and assessing traditional communications strategies and tactics such as media relations, news conferences, news releases, brochures and etc.
- Assessing digital communications and distribution channels such as websites, blogs, social media, newsletters and other online content.
- Conducting a digital competitive audit that compares key terms, statements, SEO, referral links and news mentions.
- Conducting an initial search engine results page (SERP) analysis.
- Assessing media lists, contact lists and customer relationship management systems (CRM).
- Assessing internal infrastructure, resources and staffing.
- Providing some analytics and scoring on digital distribution channels.
- Conducting interviews with leadership and staff to understand workflow and determine the effectiveness of current communications efforts.
- Creating a communications scorecard to measure weaknesses and strengths.
- Evaluating similar institutions and organizations in peer markets.

#### Goal 2: Report.

# Provide a written communications report.

Through a detailed report outlining the assessment, our goal is to build a robust communications scorecard and report which will inform and provide metrics on the effectiveness of communications efforts. This will allow WVWD leadership and the communications team to quickly identify issues, strengths and weaknesses make adjustments.

# Goal 3: Support.

Supplement the assessment with communications expertise and support (as needed). ChamberlaynePR will provide real-time communications (or crisis communications) expertise for the WVWD. This includes working with WVWD leadership, staff and contractors to make up for deficiencies and provide expertise that helps strengthen the organization's ability to communicate issues, events, projects and priorities. More specifically, we will:

- a. lend expertise to leadership and staff and serve as traditional communications experts who will help maintain efficient communications operations.
- b. provide creative, strategic insight in the development of effective communications strategies.
- c. execute and assist with WVWD events, news conferences, news releases, newsletters.
- announcements, websites, social media and provide input on print and electronic collateral/materials.
- d. serve as a media expert who consistently monitors local and regional trends relevant to the WVWD.

EXHIBIT "2"

TO

TASK ORDER NO. \_\_1\_

#### COMPENSATION

In consideration of the goals and services described above for "Phase I" and "Phase II" ChamberlaynePR will invoice the West Valley Water District (WVWD) a fee of \$23,000. Prior to commencement of any work, the client will be responsible for payment of \$10,000.00 to ChamberlaynePR for retention of services. This retention amount shall be applied to the final invoice of services.

With respect to "Ongoing Communications Support and Expertise" WVWD expressly agrees that ChamberlaynePR will charge a fee of \$150 per hour for services. The rate of \$150 per hour shall also be applicable to any Phase I or II content that is needed on an expedited basis. Client shall be responsible for any costs or third-party fees attributable to the expedited nature of such work.

- Communications Assessment
- Written Communications Review & Report
- Communications Consulting & Support

**EXHIBIT "3"** 

TO

TASK ORDER NO. \_\_1

#### SCHEDULE

The below timeline is an estimate based on WVWD providing ChamberlaynePR with all of the information necessary to meet the above goals. The below timeline will adjust accordingly to reflect any delays in the receipt of such information from WVWD. Accordingly, the WVWD expressly acknowledges that the below timeline is an estimate only.

Phase I: Gather Information, Research & Assess

Estimated Timing: January - April 2020 (3 to 4 months)

ChamberlaynePR will focus initial efforts on gathering information and research to assess WVWD communications. By gathering information online and via leadership and staff, we will develop an operational understanding of the organization. At this end of this phase, we will understand the organization's core messaging, strengths, weaknesses, target audiences, staffing, infrastructure, operations and other communications tools (for example: news release/advisory, newsletter, email campaigns, LinkedIn page and etc.).

Phase II: Make Recommendations, Plan & Report

Estimated Timing: April - May 2020 (1 month)

In the second phase, ChamberlaynePR will craft a report from information and research gathered in Phase I. The report will highlight communications issues and outline how the WVWD can disseminate effective and consistent information in way that matches the organization's goals.

Ongoing: Provide Communications Support & Expertise

Time: January - May 2020 (6 months)

ChamberlaynePR will maintain responsibilities as in-house communications counsel to the WVWD on an as needed basis focusing on crisis communications, traditional communications as well as digital content, e-campaigns and any other social media or online content.

# **EXHIBIT B**

### **KEY PERSONNEL**

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

- Charles E. Chamberlayne, III
- Kevin McGoldrick
- Kenneth Schrupp

# EXHIBIT C INSURANCE

#### INSURANCE

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

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

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

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

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



# BOARD OF DIRECTORS STAFF REPORT

**DATE:** April 2, 2020

TO: Board of Directors

FROM: Clarence Mansell Jr., General Manager

SUBJECT: CONSIDER INCREASING FUNDING FOR TASK ORDER NO. 2 FOR

LOS ANGELES COUNTY PUBLIC SAFETY AND SECURITY SERVICES, LLC, TO PROVIDE DETAILED SAFETY AND SECURITY SERVICES

#### **DISCUSSION:**

In July, 2018 West Valley Water District entered into a one (1) year agreement with two (2) one (1) year options to extend the agreement with Los Angeles County Public Safety and Security Services, LLC, (Contractor). The Contractor executed a high-level vulnerability analysis of various District Facilities. The vulnerability analyses was completed and professional recommendations were made to better prepare the District for emergency response and recovery, emergency management, public safety/Security Services with the ability to perform related tasks as directed by the District. On March 7, 2019 the Board increased funding to \$90,000.00 for the execution of Task Order No. 2. That funding has been expended and staff request the Board to add additional funding of \$30,000.00 to pay for services anticipated until the end of this fiscal year ending June 30, 2020.

The funds will cover the costs of completing the Hazard Mitigation, Emergency Response Plan and the urgent and deferable COVID-19 Pandemic response activities. This unanticipated pandemic has added several thousand dollars in anticipated cost for the consultant to help the District follow procedures required by the Federal and State Governments.

Task Order No. 2 will be amended to specify that the contractor must delineate in his reports and detailed invoicing the work performed on an hourly bases and there will not be a flat rate charge at any charge.

#### **FISCAL IMPACT:**

No fiscal impact. The funding for this activity is covered in the Fiscal Year 2019-20 Budget.

#### **STAFF RECOMMENDATION:**

Staff recommends that the Board of Directors authorizes the General Manager to find funding within the existing budget and execute the necessary the budgetary transfers to cover the increase cost of the consultant's contract for Task Order No. 2 activities.

Respectfully Submitted,

Clarence C. Manselly.

Clarence Mansell Jr, General Manager

CM:ls

# ATTACHMENT(S):

1. Exhibit A - Agreement

# **EXHIBIT A**



# West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES
With

AMENDED - LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC

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#### AMENDED AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") effective as of this 11<sup>th</sup> day of July, 2018 ("Effective Date") is by and between West Valley Water District ("District") and LA COUNTY PUBLIC SAFETY SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC ("Consultant"). The District and Consultant may be collectively referred to as the "Parties" and individually as a "Party."

# **RECITALS**

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

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

# Section 1. Term of Agreement.

- (a) The term of this Agreement will be for a period of one (1) year commencing on the Effective Date and terminating one (1) year after the Effective Date.
- (b) This Agreement shall renew automatically for continuous one (1) year periods for no more than two (2) additional years, unless either Party, prior to the end of the existing one (1) year period, delivers written notice to the other Party, that the Agreement shall not be extended.

# Section 2. Scope and Performance of Services.

- 2.1 (a) District may, from time to time, by written instructions from the general manager or assistant general manager of the District ("Authorized Representative") issue task orders ("Task Orders") to the Consultant. The Task Order shall be in such form and content as shall be set forth on Exhibit "A" attached hereto and by this reference incorporated herein. The Task Order shall set forth: (i) the scope of services to be performed by Consultant; (ii) the compensation to be paid to Consultant; and (iii) the time to complete the Task Order. The provisions of this Agreement shall apply to all such Task Orders.
  - (b) For each Task Order, Consultant shall confer, as requested, with District representatives to review progress of work elements, adherence to work schedule, coordination of work, scheduling of review and resolution of problems which may develop.

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

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the

sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

# Section 3. Additional Services and Changes in Services

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

# Section 4. Familiarity with Services and Site.

- **4.1** By executing this Agreement, Consultant warrants that Consultant shall, prior to undertaking a Task Order:
  - (a) investigate and consider the services to be performed;
  - (b) carefully consider how and within what time frame the services should be performed;
  - (c) understand the facilities, difficulties, and restrictions attending performance of the services under a Task Order; and
  - (d) possesses all licenses required under local, state or federal law to perform the services contemplated by a Task Order, and maintain all required licenses during the performance of such Task Order.
- 4.2 If services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and will be fully acquainted with the conditions there existing, before commencing its services under a Task Order. Should Consultant discover any latent or unknown conditions that may materially affect the performance of services, Consultant will immediately inform

District of such fact and will not proceed except at Consultant's own risk until written instructions are received from the District.

# Section 5. Compensation and Payment.

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

# Section 6. Required Documentation Prior to Performance.

- **6.1** Consultant will not perform any services under this Agreement until:
  - (a) Consultant furnishes proof of insurance ("Insurance") as required under Exhibit "C" attached hereto and by this reference incorporated herein; and
  - (b) Consultant provides District with a Taxpayer Identification Number.

6.2 The District will have no obligation to pay for any services rendered by Consultant in advance of receiving written authorization to proceed for each Task Order, and Consultant acknowledges that any such services are at Consultant's own risk.

# Section 7. Project Documents.

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

# Section 8. Consultant's Books and Records.

- 8.1 Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services under this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District under this Agreement. Any and all such documents or records must be maintained in accordance with generally accepted accounting principles and must be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant under this Agreement. Any and all such documents or records must be maintained for three (3) years following the final payment for each Task Order.
- 8.2 Any and all records or documents required to be maintained by this section must be made available for inspection, audit and copying, at any time during

regular business hours, upon written request by District or its designated representatives. Copies of such documents or records must be provided directly to District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records must be made available at Consultant's address indicated for receipt of notices in this Agreement.

8.3 Where District has reason to believe that any of the documents or records required to be maintained by this section may be lost or discarded due to dissolution or termination of Consultant's business, District may, by written request, require that custody of such documents or records be given to a person or entity mutually agreed upon and that such documents and records thereafter be maintained by such person or entity at Consultant's expense. Access to such documents and records shall be granted to District, as well as to its successors-in-interest and authorized representatives.

## Section 9. Status of Consultant.

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

## Section 10. Compliance with Applicable Laws.

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

## Section 11. Conflicts of Interest.

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

## Section 12. <u>Confidential Information</u>; Release of Information.

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

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

## Section 13. Indemnification.

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

reasonably under the control of any of the foregoing or for whose acts any of the foregoing may be liable.

## Section 14. Insurance.

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

## Section 15. Assignment.

- 15.1 The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. Consultant may not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of District. The District can withhold its approval/consent in its sole and absolute discretion. Any attempted assignment will be null and void, and will constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.
- 15.2 Consultant must obtain District's prior written approval before utilizing any subcontractors to perform any services under this Agreement, which approval may be withheld in District's sole and absolute discretion. This written approval must include the identity of the subcontractor and the terms of compensation. Approval by District does not imply any agreement to or endorsement by the District as to the competency or capability of any proposed subcontractor or sub-consultant, and District reserves any and all rights against both Consultant and such subcontractor or sub-consultant, for any failure to perform or other breach of any of the provisions of this Agreement, or the standards of performance defined herein, and no waiver is intended or to be implied by District's approval of any subcontractor or sub-consultant.

## Section 16. <u>Termination of Agreement</u>.

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

## Section 17. Notices.

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

To District: West Valley Water District

855 West Base Line Road

P. O. Box 920 Rialto, CA 92377

Attention: Clarence C. Mansell, Jr.

Interim General Manager

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

To Consultant: LA COUNTY PUBLIC SAFETY, SECURITY AND

**EMERGENCY MGMT CONSULTING SERVICES LLC** 

16654 Soledad Canyon Rd., Ste#260

Canyon Country, CA 91387 Attention: Daniel Rodriguez

(Tel.) 661-877-1770

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

#### Section 18. General Provisions.

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

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

- in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- **18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- **18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- **18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.
- 18.14 Name of Company. The company uses its full name LA County Public Safety and Security Services, LLC. In addition, the company uses short versions of the full name including, Emergency Management & Public Safety Consultants and LA County Public Safety, Security and Emergency Mgmt Consulting Services, LLC.

## Section 19. Correction to Consultants Business Name.

19.1 The Consultant's name as registered with the California Secretary of State is, "LA County Public Safety, Security and Emergency Mgmt Consulting Services, LLC. The name used in this contract is an abbreviated version. Both names shall be recognized for the purposes of executing the provision of this agreement.

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

DISTRICT:
WEST VALLEY WATER DISTRICT, a public agency of the State of California
Ву
Clarence C. Mansell, Jr., Interim General Manager
By
Crystal L. Escalera, Board Secretary
APPROVED AS TO FORM:
TAFOYA & GARCIA LLP
By
Robert Tafova

## **CONSULTANT:**

LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC

Ву	···
Name <sub>.</sub>	Daniel Rodriguez
lts	President/CEO

# EXHIBIT A TASK ORDER

## TASK ORDER NO. \_1\_

This Task Order ("Task Order") is executed this 11<sup>th</sup> day of July, 2018 by and between West Valley Water District, a public agency of the State of California ("District") and LA County Public Safety, Security and Emergency Management Consulting Services, LLC ("Consultant").

## **RECITALS**

- A. On or about July 11<sup>th</sup>, 2018, District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:
WEST VALLEY WATER DISTRICT, a public agency of the State of California
Clarence C. Mansell Jr., Interim General Manager
Crystal L. Escalera, Board Secretary
CONSULTANT:
OUNOCIAIT.
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC
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LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC  By  Name Daniel Rodriguez
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC  By  Name Daniel Rodriguez
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC  By  Name Daniel Rodriguez
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC  By  Name Daniel Rodriguez  Its President/CEO

#### EXHIBIT "1"

TO

## TASK ORDER NO. 1

#### SCOPE OF SERVICES

Consultant will provide assessment and initial services related to Emergency Management and Public Safety to District.

Consultant specializes in providing emergency management, disaster planning, training, emergency operations center (EOC) operations, response, recovery, public safety and risk management assessments.

Consultant will also provide the following list of services

- Emergency Management & Disaster Planning
- 2. Emergency Operations Center (EOC)
- 3. NIMS/SEMS/ICS Compliance (Relating to West Valley Water District)
- 4. Agency's Terrorism Liaison Officer
- Personnel, Executive Management and Board Members Training and Development
- 6. Facility Safety, Security and Risk Management
- 7. Agency's Liaison with Local, State and Federal Agencies
- 8. Public Outreach and Educational Awareness
- Provide Agency Support as Directed by Management and/or Board of Directors

Consultant will provide a SWOT analysis of the District consist of Strengths, Weaknesses, Opportunities and Threats.

EXHIBIT "2"

TO

TASK ORDER NO. 1

## **COMPENSATION**

Consultant will be paid a flat hourly rate of \$85 per hour with a not to exceed amount of \$15,000.00

**EXHIBIT "3"** 

TO

TASK ORDER NO. \_\_1\_\_

**SCHEDULE** 

Schedule to be determined by District staff.

# EXHIBIT B

## **KEY PERSONNEL**

## **KEY PERSONNEL**

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

Daniel Rodriguez

# **EXHIBIT C**

## **INSURANCE**

#### **INSURANCE**

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

<u>Type of Insurance</u> <u>Limits (combined single)</u>

Commercial General Liability: \$1,000,000
Business Automobile Liability \$1,000,000
Professional Liability \$1,000,000

Workers Compensation Statutory Requirement.

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

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

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

#### TASK ORDER NO. 2

This Task Order ("Task Order") is executed this 21st day of February, 2019 by and between West Valley Water District, a public agency of the State of California ("District") and LA County Public Safety, Security and Emergency Management Consulting Services, LLC ("Consultant").

## **RECITALS**

- A. On or about July 11<sup>th</sup>, 2018, District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:		
WEST VALLEY WATER DISTRICT, a public agency of the State of California		
Clarence C. Mansell Jr., General Manager		
Crystal L. Escalera, Board Secretary		
CONSULTANT:		
LA County Public Safety, Security and Emergency Mgmt Consulting Services LLC		
By		
Name Daniel Rodriguez		
ItsPresident/CEO		
By		
Name		
Its		

#### **EXHIBIT "1"**

TO

## TASK ORDER NO. 2

#### SCOPE OF SERVICES

- 1. Provide detailed safety services related to public safety, emergency management and other related tasks as directed by General Manager or his designee.
  - a. Assignment to include public safety, security and facility assessments.
  - b. Begin updating process of the Emergency Operations Plan (EOP) and Hazardous Mitigation Plan (HMP), per the California Office of Emergency Services (Cal OES)/Federal Emergency Management Agency (FEMA) requirements. Must provide weekly report of tasks completed to General Manager or designee. All work to be approved prior to start of each task.
- 2. Agency's Terrorism Liaison Officer as needed.
- 3. Agency's Liaison with Local, State and Federal Agencies as needed.
- 4. Provide Agency Support as Directed by Management and/or Board of Directors.

**EXHIBIT "2"** 

TO

TASK ORDER NO. 2

## **COMPENSATION**

Consultant will be paid a flat hourly rate of \$90 per hour. Associate consultant will be paid a flat hourly rate of \$45 per hour. Task #2 shall not to exceed amount of \$90,000.00 over twelve (12) months.

**EXHIBIT "3"** 

TO

TASK ORDER NO. 2

**SCHEDULE** 

Schedule to be determined by District staff.

# EXHIBIT B

## **KEY PERSONNEL**

## **KEY PERSONNEL**

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

Daniel Rodriguez

Associate Consultant to be Determined