



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

REGULAR BOARD MEETING
AGENDA

THURSDAY, APRIL 6, 2023
CLOSED SESSION - 6:00 P.M. • OPEN SESSION – 7:00 P.M.

BOARD OF DIRECTORS

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

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

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

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

OPENING CEREMONIES

Pledge of Allegiance
Opening Prayer
Call to Order

CLOSED SESSION

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957 Appointment /employment of a public employee - General Counsel.
- CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6 Agency designated representatives: Haydee Sainz, Human Resources Manager Employee Groups: International Union of Operating Engineers, Local12

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

PRESENTATIONS

None.

CONSENT CALENDAR

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

Consideration of:

1. March 7, 2023 - Special Board Meeting Minutes.
2. Amendment No. 1 to the Rockets, Fireworks and Flares Superfund Site Remediation Agreement between Goodrich Corporation and West Valley Water District.
3. Contract with Westbrook Fence, Inc. in the amount of \$158,473.00 for installation of iron fence at Well 42 and Material Yard sites.
4. Approval of the Purchase and Professional Implementation of a FortiVoice Cloud Unified Communications System from Air Gap Labs LLC.
5. Approval of the Purchase and Professional Installation of a New Rubrik R6404s Enterprise Appliance Backup System from CDW-G.
6. Approval of Legal Invoice Payment to Albright, Yee, Schmidt for February 2023 for Invoice #27985 for \$325.00.
7. Approval of Legal Invoice Payment to Carpenter Rothans and Dumont for October 2022 Invoice #42948 for \$4,287.50, December 2022 Invoice #42948 for \$1,347.50, and February 2023 Invoice #43336 for \$4,195.10.
8. Approval of Legal Invoice Payment to Julia Sylva thru November 2022 for Invoice #22-11 for \$15,025.00, and February 2023 Invoice #23-02 for \$4,255.00.
9. Approval of Legal Invoice Payment to Leal Trejo for December 2022 for Invoice #19205 for \$8,977.50.
10. Approval of Legal Invoice Payment to Liebert Cassidy Whitmore for February 2023 for Invoice #237819 for \$4,066.00, and Invoice #237818 for \$3,767.00.

BUSINESS MATTERS

Consideration of:

11. Appointment of New General Manager and Approval of Employment Agreement.
12. Adopt Resolution Authorizing a New Salary Schedule.

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

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

UPCOMING MEETINGS

- April 10, 2023 - Human Resources Committee Meeting at 6:00 p.m. at District Headquarters
- April 11, 2023 - Safety & Technology Committee Meeting at 6:00 p.m. at District Headquarters
- April 12, 2023 - Executive Committee Meeting at 6:00 p.m. at District Headquarters
- April 18, 2023 - Engineering, Operations, and Planning Committee Meeting at 6:00 p.m.
- April 20, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.
- April 24, 2023 - External Affairs Committee Meeting at 6:00 p.m.
- April 25, 2023 - Policy Review & Oversight Committee Meeting at 6:00 p.m.
- April 26, 2023 - Finance Committee Meeting at 6:00 p.m.
- May 4, 2023 - Board of Directors Regular Board Meeting at 6:00 p.m.

UPCOMING COMMUNITY EVENTS

- April 8, 2023 - City of Rialto Eggstravaganza (Rialto Civic Center) 11 a.m. - 2 p.m.
- April 8, 2023 - City of Colton - Earth Day and Easter Extravaganza (Veteran's Park) 10a.m. - 1 p.m.
- April 8, 2023 - City of Fontana Eggstravaganza 10 a.m. - 12 p.m. (3 locations 1. Cypress Center 2. Don Day Center 3. Jessie Turner Center)
- April 13, 2023 - Fontana Chamber of Commerce 11:30 a.m. - 1 p.m.
- April 19, 2023 - Mayor's Earth to Table (Rialto City Hall) 10 a.m. - 2 p.m.
- April 21, 2023 - Youth Climate Action Summit
- April 29, 2023 - Special Needs Resource and Family Fun Fair 10 a.m. - 2 p.m.
- May 19-21 - Inland Solar Challenge (Yucaipa Regional Park)

- June 1 - 4 - Fontana Days Carnival (Fontana City Hall)

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- May 9 - May 11, 2023 - ACWA Spring Conference, Monterey
- May 16 - May 17, 2023 - CSDA Special District Days, Sacramento, CA
- August 18 - August 31, 2023 - CSDA Annual Conference, Monterey
- October 22 - October 25, 2023 - CSDA Special District Leadership Academy, Santa Rosa
- November 28 - November 30, 2023 - ACWA Fall Conference, Indian Wells

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 31, 2023.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Please Note:

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

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

MINUTES
SPECIAL BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
March 7, 2023

Call to Order - President Gregory Young called the Special Board Meeting of the West Valley Water District to order at 6:04 p.m. with all Board members present.

CLOSED SESSION

The Board entered into Closed Session at 6:04 p.m. to discuss the following items listed on the agenda:

- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Four (4).
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - pursuant to Paragraph one (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Patricia Romero vs. West Valley Water District, Case No. CIVDS2024402.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Diana Gunn. vs. West Valley Water District, Case No. CIVSB2117195.
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Paragraph One (1) of Subdivision (d) of the Government Code Section 54956.9 Case Name: Nadia Loukeh. vs West Valley Water District, Case No. CIVSB2116242.
- CONFERENCE WITH LABOR NEGOTIATORS Pursuant to Government Code Section 54957.6
Agency designated representatives: Haydee Sainz, Human Resources Manager
Employee Groups: International Union of Operating Engineers, Local 12
- CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1)
Public Employment - General Manager.

The Board Recessed the closed session at 6:50 p.m. to conduct the business portion of the meeting.

WVWD

Minutes: 3/7/23

OPENING CEREMONIES

Roll Call of Board Members

Board of Directors	Present	Excused	Absent
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Channing Hawkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Staff			
Van Jew	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Fox	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Elvia Dominguez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jon Stephenson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Joanne Chan	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Legal Counsel			
Vincent C. Ewing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Pledge of Allegiance - The pledge of Allegiance was led by Vice President Daniel Jenkins.
 Opening Prayer - Opening Prayer was given by Director Kelvin Moore.

ADOPT AGENDA

MOTION TO ADOPT THE AGENDA

Director Channing Hawkins motioned to adopt agenda and Vice President Daniel Jenkins seconded the motion. The following vote was taken:

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

PUBLIC PARTICIPATION

President Gregory Young inquired if anyone from the public would like to speak. Board Secretary Elvia Dominguez stated that no requests were received to speak via email, zoom or in person, therefore President Gregory Young closed the public comment period.

WVWD

Minutes: 3/7/23

PRESENTATIONS

There were no presentations.

CONSENT CALENDAR

MOTION TO APPROVE CONSENT CALENDAR ITEMS #1 - #13

Director Channing Hawkins motioned to adopt consent calendar items #1 - #13 and Director Kelvin Moore seconded the motion. The following vote was taken:

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Channing Hawkins, Director
SECONDER:	Kelvin Moore, Director
AYES:	Channing Hawkins, Angela Garcia, Kelvin Moore, Daniel Jenkins, Gregory Young

1. February 2, 2023 - Regular Board Meeting Minutes
2. February 15, 2023 - Special Board Meeting Minutes
3. February 18, 2023 and February 20, 2023 - Special Board Meeting Minutes
4. Budget Preparation Calendar Fiscal Year 2023-24
5. Purchase Order Report - January 2023
6. Monthly Revenue & Expenditures Report - January 2023
7. Cash Disbursements Report - January 2023
8. Funds Transfer Report - January 2023
9. Treasurer's Report - January 2023
10. Transfer Funds Request from General Checking to WVWD Investment Account
11. Approval of Purchase order in the amount of \$69,304.20 to Mike Roquet Construction Inc. for post-water main break street repairs.
12. Approval of payment to IMWP&D for Professional Services for September 2022, October 2022, November 2022, and December 2022 for Invoice #747717, #747718, #747719, and #747720, for \$8,387.50
13. Approval of payment to Liebert Cassidy Whitmore for Professional Services for January 2023 for Invoice #234292 for \$4,569.50, and #234457 for \$1,634.00

WVWD

Minutes: 3/7/23

BUSINESS MATTERS

14. Fiscal Year 2022-23 Mid-Year Operating & Capital Budgets Review

The report was given by Chief Financial Officer (CFO) William Fox and Director of Finance Jose Velasquez.

The Board collectively thanked CFO William Fox, Director of Finance Jose Velasquez, and the Finance staff for their efforts. Director Garcia inquired about a position listed in the organizational chart, Treasurer, and asked if it was new. CFO William Fox clarified the position was a contract position that provides guidance on investments and ensures the District is operating within GASB and GAAP standards, compliance with CA Gov't Code, and proper cash handling procedures.

Director Angela Garcia then requested staff to include, in future budget presentations, designations on the organizational charts to differentiate contractors/consultants from regular employees.

Vice President Jenkins motioned to approve the Fiscal Year 2022-23 Mid-Year Operating & Capital Budget Review noting the request to, point forward, in future budget presentations, include designations on the organizational charts to differentiate contractors/consultants from regular employees. Director Kelvin More seconded the motion. The following vote was taken:

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

15. Lobbying Services Survey and Assessment

The update was given by Acting Government and Legislative Affairs Manager Socorro Pantaleon who gave an overview of the results of lobbying services assessment.

Director Hawkins stated he was not sure lobbyists were fully reflective of the demographics of the area. Manager Socorro Pantaleon gave examples of other area agency lobbyists that were selected based on experience in working with water legislation in Sacramento and water agencies. Director Hawkins commented that with regard to lobbying it's important to keep in perspective the demographics, their relationship to various members of the legislature, whether it's the committee, delegation. He indicated he didn't know who the other lobbyists are for other agencies, but he, as well as President Young, has worked with legislators at state, and local levels. And that some of these agencies may or may not get depends on the lobbyists they have and what happens in Sacramento. He commended staff for doing the assessment, and stated the importance of oversight but wanted to make sure it was reflective of the most effective people in Sacramento and reflective of the demographics of West Valley Water District and who we would consider moving forward.

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Acting General Manager Van Jew, then stated his comments and recommendation that both lobbyists contracts are up for renewal and the Board may consider directing staff to move forward with an RFP for those services. Director Hawkins then requested the matter be referred to Public Affairs Committee for consideration first. President Young did agree and stated these matters need to work their way through committee then asked the Board that the issue to consider would be whether the agency is satisfied with Federal and State lobbyist performance, and whether both lobbyists performance should be referred to the Public Affairs Committee.

Director Garcia agreed to send the matter to External Affairs Committee, and added her preference to see what lobbyists are providing and what the District has been paying. She stated she wants to see tenure, what they have provided, and what we have paid monthly.

Staff was directed to present the item to the External Affairs Committee. No further action was taken.

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

1. Board Members

Director Channing Hawkins reported on his participation in the WELL training; a conference call with Metropolitan Water District regarding water supply and water rights in California and impacts in this area and other cities; and on his participation in CSDA Leadership Academy and commented on highlights if the training.

Director Kelvin Moore commented on his attendance at ACWA DC and legislative meetings and gave highlights of the seminars he attended.

President Gregory Young thanked Acting General Manager Van Jew, Acting Government and Legislative Affairs Manager Socorro Pantaleon, and Board Secretary Elvia Dominguez for the support during the ACWA DC trip; also thanked lobbyists for the support with DC legislators; and commented on meetings with legislators and discussion regarding upcoming appropriations and earmarks.

2. General Manager

Acting General Manager Van Jew reported on recent weather event bringing snow to the area and WVWD facilities; reported on IE Works open house; reported on his attendance at the ACWA DC conference; and announced the upcoming Roemer Groundbreaking.

RECESS INTO CLOSED SESSION

At the conclusion of the business portion of the meeting at 7:44 p.m., President Gregory Young announced the Board would recess back into closed session to continue the discussion of closed session items.

WVWD

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- CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION - Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (D) of Section 54956.9(B): Number of Cases: Four (4).
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Agency designated representatives: Haydee Sainz, Human Resources Manager
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- CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957(B)(1)
Public Employment - General Manager.

REPORT OF CLOSED

President Gregory Young reconvened the meeting into open session at 8:34 p.m. and requested Interim Counsel Vincent Ewing report.

3. Legal Counsel

Interim Counsel Vincent Ewing then reported the following: Multiple items were considered, direction was given, and for item Diana Gunn. vs. West Valley Water District, the Board unanimously approved a settlement of \$350,000.

ADJOURN

President Gregory Young adjourned the meeting at 8:35 p.m.

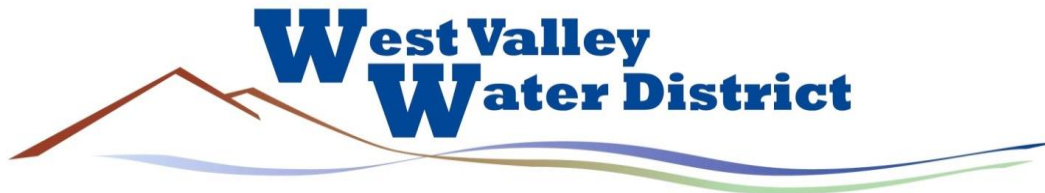
WVWD

Minutes: 3/7/23

ATTEST:

Elvia Dominguez, Board Secretary

Minutes were approved on _____, 2023 by the Board of Directors of the West Valley Water District



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: AMENDMENT NO. 1 TO THE ROCKETS, FIREWORKS AND FLARES
 SUPERFUND SITE REMEDIATION AGREEMENT BETWEEN
 GOODRICH CORPORATION AND WEST VALLEY WATER DISTRICT

BACKGROUND:

An agreement between the West Valley Water District (District) and the Goodrich Corporation (Goodrich) was executed on January 1, 2014, for Rockets, Fireworks and Flares Superfund (RFF) Site Remediation. Subject to the terms of this agreement, the District and Goodrich facilitate the Wellhead Treatment Project to clean up the perchlorate plume, provide a mechanism for Goodrich to meet its future remedial design/remedial obligations in accordance with the Record of Decision (ROD), provide for payments by Goodrich to the District, provide payments by Goodrich to the District for certain costs of constructing, and operating and maintaining the District's ion exchange systems and any additional treatment systems that Goodrich elects to utilize. See **Exhibit A - RFF Site Agreement**.

The District owns treatment systems that are designed to remove contaminants from extracted groundwater such that treated water meets applicable standards. One such system is a fluidized bed reactor system (FBR) and six ion exchange treatment systems, one of which is located at the District headquarters, and one of which is located at the Rialto High School. The FBR is part of the Wellhead Treatment Project that was constructed using a combination of grant funding from sources including the United States Department of Defense, California Department of Public Health (CDPH), State Water Resources Control Board and Department of Water Resources, and various other funding. Pursuant to certain grant conditions under the CDPH Grant Agreement, the District is required to operate the FBR for a period of 20 years, unless approval is granted by CDPH to terminate such operation earlier.

The FBR treats perchlorate contaminated water from City of Rialto Well No. 6 and District Well No. 11. Both of these wells are centrally located within the perchlorate plume within the Rialto-Colton (RC) groundwater basin. The District holds certain, limited water extraction rights within the RC groundwater basin.

DISCUSSION:

On September 2, 2022, the EPA issued a Record of Decision (ROD) establishing the final remedy

for mid-basin operable unit of the RFF site. The groundwater contamination targeted for cleanup by the ROD is approximately 4 miles long, up to 1 mile wide, and ranges from about 250 to 800 feet below ground within the RC groundwater basin. In recognition of the remedy to be reflected in the ROD, Goodrich, as part of its groundwater cleanup obligations has exercised its option, in accordance with the RFF Site Agreement, to conduct additional activities and negotiated the First Amendment of the RFF Site Agreement with the District to implement additional activities in accordance with the ROD. See **Exhibit B** – Draft First Amendment of the RFF Site Agreement.

The purpose of the Amendment would allow both the District and Goodrich to meet the following objectives:

- Obtain any necessary approvals to discontinue use of the FBR system in a manner that does not impose financial penalties (e.g. grant repayment requirements) and reimburse the District for all reasonable project costs associated with the preparation of any necessary submissions.
- Utilize the District’s ion exchange systems at the District headquarters and Rialto high school. Minimize any disruption to the District’s operations during the transition from the FBR to the ion exchange systems.
- Employing use of one or more of the San Bernardino County Flood Control District’s basins for discharges, i.e., Cactus Basin, Randall Basin and Mill Basin.
- The operating and maintenance costs associated with any additional activities shall now also include pumping costs whenever such pumping is not for potable use.

District staff believe that the FBR system has served its intended purpose and is no longer the right treatment technology to treat source water. For these reasons, the State Water Resources Control Board’s Division of Drinking Water and the EPA have expressed their support for decommission the FBR system. See **Exhibit C** – Support Emails from DDW and EPA.

By approving the Amendment, the District agrees to discontinue use of the FBR system in a manner that does not impose financial penalties. In the event that the District is unsuccessful in obtaining the unconditional approval to discontinue use of the FBR system, the provisions of the Amendment shall be null and void except for certain Goodrich’s reimbursement obligations.

FISCAL IMPACT:

There is no immediate fiscal impact to the District, but the future impact of the amendment will allow the District recover a more proportional share of its operating costs.

STAFF RECOMMENDATION:

Approve Amendment No. 1 of the Rockets, Fireworks and Flares Superfund Site Remediation Agreement between the West Valley Water District (District) and the Goodrich Corporation.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - RFF Site Agreement
2. Exhibit B - First Amendment of the RFF Site Agreement
3. Exhibit C - Statements of Support from DDW and EPA

MEETING HISTORY:

03/21/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A

EXECUTION VERSION (JANUARY 2017)

**ROCKETS, FIREWORKS AND FLARES SUPERFUND
SITE REMEDIATION AGREEMENT
BETWEEN
GOODRICH CORPORATION AND WEST VALLEY WATER DISTRICT**

THIS ROCKETS, FIREWORKS AND FLARES SUPERFUND SITE REMEDIATION AGREEMENT (the "Agreement") is effective as of January 1, 2014 ("Effective Date") by and between GOODRICH CORPORATION, a Delaware corporation with a place of business at 2730 West Tyvola Road, Charlotte, North Carolina 28208 ("Goodrich"), and the WEST VALLEY WATER DISTRICT, a California public water district, with a place of business at 855 Baseline Road, Rialto, California ("WVWD") (Goodrich and WVWD each individually referred to as a "Party", and collectively referred to as the "Parties").

RECITALS

- A. Goodrich is party to an "Administrative Settlement Agreement and Order on Consent for Performance of a Remedial Investigation and Feasibility Study" effective as of February 26, 2013 (see definition of "ASAOC") and a Consent Decree entered on July 2, 2013 (the "Goodrich Consent Decree") pertaining to the Rockets, Fireworks and Flares Superfund Site (see definition of "RFF Site").
- B. Pursuant to the ASAOC and Goodrich Consent Decree, Goodrich, among other things, is required to conduct a Remedial Investigation/Feasibility Study (see definition of "RI/FS") and Remedial Design/Remedial Action (see definition of "RD/RA") for Operable Unit 2 (see definition of "OU2") of the RFF Site. OU2 is affected by Basin Contaminants (see definition of "Basin Contaminants") from the RFF Site in groundwater downgradient of the "Target Area" (as defined in the Goodrich Consent Decree) that is the subject of a 2010 Record of Decision (see definition of "2010 ROD") for the RFF Site. The remedy for OU2 will be defined in an OU2 Record of Decision (see definition of "OU2 ROD") to be issued by United States Environmental Protection Agency (see definition of "US EPA") for the RFF Site. The OU2 area lies within the Rialto-Colton Groundwater Basin (see definition of "Basin").
- C. Based on RI/FS activities to date, Goodrich and US EPA believe that a portion of the Basin Contaminants detected in the OU2 area originated from the RFF Site. Goodrich and US EPA therefore agree that pending issuance by USEPA of the OU2 ROD, removing Basin Contaminant mass, in particular perchlorate, from OU2 area groundwater will achieve benefits in terms of improving groundwater quality in the OU2 area.
- D. Pursuant to the 1961 Decree (see definition of "1961 Decree"), WVWD holds certain, limited water extraction rights (see definition of "Available Water Rights") within the Basin, and has the right to exercise these rights by extracting groundwater from various locations within such Basin. Such extraction points currently include but are not limited to Well 6 and Well 11 (see definitions of "Well 6" and "Well 11") that are located in the OU2 area. Perchlorate is present in varying concentrations in groundwater extracted by both Well 6 and Well 11.

EXECUTION VERSION (JANUARY 2017)

- E.** WWWD owns a number of treatment systems that are designed to remove Contaminants from extracted groundwater such that treated water meets Applicable Standards (see definition of "Applicable Standards"). One such system is a new fluidized bed reactor system (see definition of "FBR System") located at WWWD's headquarters. WWWD also owns four ion exchange treatment systems, one of which is located at the WWWD headquarters (855 Baseline Road, Rialto, California), and three of which are located at the Rialto High School (595 S. Eucalyptus Avenue, Rialto, California) (see definition of "WWWD IX Systems"). The FBR System is part of the Wellhead Treatment Project (see definition of "Wellhead Treatment Project") that was constructed using a combination of grant funding from sources including the United States Department of Defense, California Department of Public Health (see definition of "CDPH"), State Water Resources Control Board (see definition of "State Board") and California Department of Water Resources (see definition of "CDWR"), and various other funding. Pursuant to certain grant conditions under the CDPH Grant Agreement (see definition of "CDPH Grant Agreement"), WWWD is required to operate the FBR System for a period of 20 years with no minimum flow requirements, unless approval is granted by CDPH (now succeeded by the California Environmental Protection Agency, State Water Resources Control Board, Division of Drinking Water, see definition of "DDW") to terminate such operation earlier. WWWD has leased Well 6 from the City of Rialto to provide source groundwater for treatment by the FBR System (see definition of "Rialto Lease Agreement").
- F.** As of approximately January 1, 2014, WWWD began operating the Wellhead Treatment Project to extract groundwater from Well 6 and Well 11 and treat such groundwater using the FBR System. Treated groundwater from the Wellhead Treatment Project was discharged to the Cactus Basins located adjacent to the WWWD headquarters until the DDW approved use of treated water for potable use. Beginning in approximately January, 2014, WWWD began a CDPH Demonstration Period (see definition of "CDPH Demonstration Period") that lead to full permitting of the Wellhead Treatment Project in 2016. Now that the Wellhead Treatment Project is fully permitted by DDW, treated water used by WWWD as part of its potable water supply for its customer base. Accordingly, the Wellhead Treatment Project is removing Basin Contaminant mass from groundwater in the OU2 area for the period prior to the issuance by US EPA of the OU2 ROD, to the benefit of WWWD, US EPA, the Settling Federal Agencies, and Goodrich.
- G.** The Parties are entering into this Agreement in order to (i) facilitate the Wellhead Treatment Project to remove Basin Contaminant mass from the OU2 area, (ii) provide a mechanism for Goodrich to meet its future Remedial Design/Remedial Action or "RD/RA" (see definition of "RD/RA") obligations under the Goodrich Consent Decree in accordance with the OU2 ROD, (iii) provide for payments by Goodrich to WWWD, as provided in this Agreement, for certain costs of operating and maintaining the Wellhead Treatment Project, and (iv) provide payments by Goodrich to WWWD for certain potential costs of constructing, operating and maintaining the WWWD IX Systems (see definition of "WWWD IX Systems") and any additional treatment systems that Goodrich elects to utilize to meet its RD/RA obligations under the Goodrich Consent Decree in accordance with the OU2 ROD. In addition, subject to the terms of this Agreement, WWWD reserves and makes available to Goodrich its Available Water Rights (see definition of "Available Water Rights") to extract and treat OU2 groundwater impacted by Basin Contaminants, and provides access to Goodrich to WWWD's treatment systems for this

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purpose. Further, subject to the terms of this Agreement, Goodrich pays WVWD for the operation and maintenance costs or "O&M Costs" (see definition of "O&M Costs") of the Wellhead Treatment Project, as well as certain other costs associated with Goodrich's potential use of WVWD's IX Systems, or other new wells, infrastructure and/or treatment systems that Goodrich elects to construct as part of Additional Activities (see definition of "Additional Activities"), that are necessary for Goodrich to comply with the Goodrich Consent Decree and OU2 ROD. The details of these arrangements are set forth in this Agreement.

- H. US EPA and the Settling Federal Agencies (see definition of "Settling Federal Agencies") have consented to the terms of this Agreement pursuant to the requirements set forth in Paragraph 11 of the Goodrich Consent Decree. In recognition of their obligations under the Goodrich Consent Decree, and the terms of this Agreement as they relate to such obligations, the Settling Federal Agencies and United Technologies Corporation ("UTC") are third party beneficiaries under this Agreement for purposes of the WVWD indemnification and release provisions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS

1. "1961 Decree" shall mean that certain Decree dated December 22, 1961, filed on December 22, 1961, in Lytle Creek Water and Improvement Company, a corporation, Plaintiff vs. Fontana Ranchos Water Company, a corporation, et al., Defendants, Action no. 81264 in the Superior Court of the State of California, County of San Bernardino.
2. "2010 ROD" shall mean the document entitled "USEPA Superfund Interim Action Record of Decision", EPA ID: CAN000905945, dated September 30, 2010.
3. "Additional Activities" shall have the meaning set forth in Paragraph 3.1.2(g) hereof.
4. "Applicable Law" shall mean all federal, state and local laws, statutes, codes, moratoria, initiatives, referenda, ordinances, rules, regulations, policies, guidelines, standards, orders, judicial decisions, rulings, common law and other governmental and quasi-governmental requirements applicable to the activities and obligations that are the subject of this Agreement.
5. "Applicable Standards" shall mean (a) the remediation standards applicable to the RD/RA to be set forth by US EPA in the OU2 ROD; (b) the water treatment requirements, regulatory advisories and regulatory recommendations applicable to WVWD operations under federal, state and local Applicable Law; and (c) any permit requirements that are applicable to water production, treatment, disinfection, distribution and use of treated water.

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6. "ASAOC" shall mean the Administrative Settlement Agreement and Order on Consent for Performance of a Remedial Investigation and Feasibility Study" between Goodrich and US EPA effective as of February 26, 2013.
7. "Available Water Rights" shall mean the WVWD water rights defined in, and subject to limitations set forth in, Paragraph 2.1.0 hereof.
8. "Basin" shall mean the Rialto-Colton Groundwater Basin as defined in the 1961 Decree.
9. "Basin Contaminants" shall mean, consistent with the Goodrich Consent Decree, any type of perchlorate; trichloroethylene ("TCE"); carbon tetrachloride; chloroform; or methylene chloride; including any breakdown or "daughter" products of the foregoing (e.g.: trihalomethanes; haloacetic acids; cis-1,2 DCE; trans-1,2 DCE; and, vinyl chloride), from the RFF Site.
10. "CDPH" shall mean the California Department of Public Health.
11. "CDPH Demonstration Period" shall mean the period of time necessary for WVWD to obtain all necessary permits and approvals to direct groundwater extracted and treated by the Wellhead Treatment Project into its potable water system.
12. "CDPH Grant Agreement" shall mean the document entitled, "Funding Agreement Between the State of California Department of Public Health and West Valley Water District: Project Number P84-3610004-801, Funding Agreement No. 84-10C15", dated October 14, 2010.
13. "CDWR" shall mean California Department of Water Resources.
14. "CEQA" shall mean the California Environmental Quality Act.
15. "DDW" shall mean the California Environmental Protection Agency, State Water Resources Control Board, Division of Drinking Water, which is the successor agency to CDPH.
16. "ESTCP" shall mean the United States Department of Defense's Environmental Security Technology Certification Program.
17. "Extraction & Treatment Activities" shall mean the Extraction & Treatment Activities as described in Paragraph 3.1.1(b) hereof.
18. "FBR System" shall mean the existing fluidized bed reactor treatment system and all associated equipment (e.g., filters, aeration tanks, dissolved air filtration units), monitoring and controls, piping and connections located at WVWD's headquarters necessary to treat water to Applicable Standards for potable use.
19. "FXB System" shall mean a fixed bed reactor treatment system which may be constructed and operated by WVWD at the WVWD headquarters, and all associated equipment dedicated to the FXB System.

20. "Goodrich Consent Decree" means the Consent Decree (Case No. ED CV 09-01864 (SSx)) by and between the United States Environmental Protection Agency, United States of America, Goodrich Corporation, United Technologies Corporation, County of San Bernardino, City of Rialto, and City of Colton entered as a judgment by the United States District Court for the Central District of California – Western Division on July 2, 2013.

21. "IX" shall mean ion exchange.

22. "Non-Routine O&M Costs" shall mean those costs associated with the irregular and infrequent repair and replacement of significant components of the Wellhead Treatment Project. Such costs shall not include costs associated with O&M such as routine, scheduled, predictable maintenance costs; the cost of consumables; small value repairs (less than \$1,000 in total cost); or operator labor and similar costs which have been included in WVWD estimates of total annual O&M Costs.

23. "O&M Costs" shall mean the operation and maintenance costs as set forth in Paragraph 3.1.2 hereof and are comprised of Fixed O&M Costs and Variable O&M Costs as defined in Paragraph 2.2.5, and exclude Non-Routine O&M Costs.

24. "Operation and Maintenance" or "O&M" shall mean the reasonable and necessary activities associated with routine operation and maintenance, operator labor, and post-warranty equipment repair and replacement in connection with the Wellhead Treatment Project and Additional Activities. O&M shall include the following routine activities, materials and services: associated vendor service contracts; electric power; materials, chemicals and supplies; spare parts; WVWD labor directly attributable to the operation, maintenance and monitoring of the Wellhead Treatment Project and Additional Activities; sampling, outside laboratory expenses, and permit fees; and reporting of sentinel and production wells, and any groundwater modeling activities related to 97-005 compliance; and associated outside consultants including environmental, engineering, hydrogeology, and legal necessary to obtain and maintain permits. O&M shall not include materials and services associated with the following activities in connection with the Wellhead Treatment Project or Additional Activities: the lifting of groundwater to ground surface, the transport of extracted untreated groundwater to the selected treatment facilities (to the extent the lift of untreated groundwater is one pressure zone or less in elevation, subject to the FXB-related lifting exclusion in Section 3.1.2(h) hereof, and the disinfection of such extracted groundwater.

25. "OU2" shall mean "Operable Unit No. 2" at the RFF Site that addresses groundwater contaminated by Basin Contaminants or other contaminants of concern that are identified in the OU2 ROD at the RFF Site downgradient of the Target Area. OU2 does not include groundwater within the Target Area.

26. "OU2 ROD" shall mean the Record of Decision that will be issued by the US EPA to establish a remedy for the OU2 area of the RFF Site, as such Record of Decision may be modified or amended.

27. "Parties" shall mean WVWD and Goodrich.

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28. "Project Costs" shall mean all costs to be paid by Goodrich to WVWD during the Pre-OU2 ROD Period and Post-OU2 ROD Period as set forth in Paragraphs 2.2.2, 2.2.3, 2.2.4, 3.1.2, 3.3 and 4.1.4 of this Agreement.

29. "RD/RA" shall mean the remedial design/remedial action required pursuant to the Goodrich Consent Decree.

30. "RFF Site" shall mean the Rockets, Fireworks and Flares Superfund Site as defined by US EPA, which Site is the subject of the Goodrich Consent Decree.

31. "Rialto-Colton Basin" shall mean the basin that underlies a portion of the upper Santa Ana Valley in southwestern San Bernardino County and northwestern Riverside County. This basin is bounded by the San Gabriel mountains on the north, the San Jacinto fault on the east, the Box Spring Mountains on the south, and the Rialto-Colton fault on the west.

32. "Rialto Lease Agreement" shall mean the document entitled, "Agreement between the City of Rialto and Rialto Utility Authority and the West Valley Water District", dated July 13, 2010.

33. "RI/FS" shall mean the remedial investigation/feasibility study required pursuant to the Goodrich Consent Decree.

34. "SCADA" shall mean supervisory control and data acquisition is a system operating with coded signals over communication channels so as to provide control of remote equipment.

35. "Settling Federal Agencies" shall mean the "Settling Federal Agencies" as defined in Paragraph 4 of the Goodrich Consent Decree.

36. "State Board" shall mean the California State Water Resources Control Board.

37. "System Upgrade" shall mean any reasonable modifications, including any periodic repair or replacement activities (as determined by WVWD in consultation with Goodrich) to the Wellhead Treatment Project or any WVWD assets associated with any Additional Activities, reasonably necessary in order to implement the Wellhead Treatment Project and any Additional Activities. System Upgrades shall include modifications, repairs and replacement activities reasonably necessary to expand the Wellhead Treatment Project and/or perform any Additional Activities and other upgrades to reduce O&M Costs and optimize operations and operation efficiencies to the extent reasonably practicable. System Upgrades shall not include modifications, repairs, and replacement activities required as part of WVWD's Performance Guarantee as set forth in Paragraph 3.1.1(d) hereof.

38. "TCE" shall mean trichloroethylene.

39. "US EPA" shall mean the United States Environmental Protection Agency

40. "US EPA Approval Date" shall be the date that US EPA (in consultation with DDW) approves discontinuation of OU2 ROD activities pursuant to the Goodrich Consent Decree through

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the issuance of a Certification of Completion of Remedial Action as defined in Paragraph 51 of the Goodrich Consent Decree.

41. "Valley District" shall mean the San Bernardino Valley Municipal Water District.

42. "Well 6" shall mean Rialto Well No. 6 and the land and all pump, control, well piping and/or other equipment necessary to operate such well, which Well 6 is the subject of the Rialto Lease Agreement.

43. "Well 11" shall mean WWWD Well No. 11 and the land and all pump, control, well piping and/or other equipment necessary to operate such well.

44. Wellhead Treatment Project shall mean: (i) Well 6 and Well 11; (ii) the FBR System; (iii) pipelines to convey contaminated water from Well 6 and Well 11 to the FBR System; (v) monitoring and control systems (including SCADA) for Well 6 and Well 11.

45. "WWWD IX Systems" shall mean WWWD's four (4) existing WWWD IX Treatment Systems, three of which are located at the Rialto High School and one of which (the ESTCP IX unit) is located at the WWWD headquarters.

46. "WWWD Systems" shall mean all WWWD water production equipment, including the Wellhead Treatment Project and any Additional Activities implemented on behalf of Goodrich.

ARTICLE 2. THE PROJECT

2.1 General Project Description

2.1.0 WWWD Available Water Rights. WWWD's water rights which are available pursuant to the terms of this Agreement are defined by, and limited by reference to, the following:

(a) Applicable Law;

(b) the rights of WWWD set forth in the 1961 Decree, as such 1961 Decree may be modified;

(c) any agreement, contract, or other document to which WWWD is a party as of the Effective Date, including but not limited to, the Rialto Lease Agreement, and the CDPH Grant Agreement;

(d) excluding an average of 620 gallons per minute ("gpm") (1,000 acre feet annually) extracted from Well 54 (or any replacement well) necessary to meet WWWD's export offset obligations with respect to the delivery of water outside of the Valley District service area, which water rights are reserved by WWWD and thus are not available to apply to activities addressed under this Agreement; and

(e) any judicial or other decision or ruling binding on WVWD with respect to water rights or the use of water in the Rialto-Colton Basin.

Subparagraphs (a) – (e) are collectively referred to as WVWD's "Available Water Rights". The Parties acknowledge and agree that the Available Water Rights that are available for the Wellhead Treatment Project and any Additional Activities are limited and that the applicable limitations are subject to adjustment on an annual basis in accordance with the 1961 Decree. As an example, based on (i) the reservation by WVWD of an average flowrate of 1,500 gpm (2420 acre-feet) for the Wellhead Treatment Project and FXB System (if constructed), (ii) the reservation by WVWD of an average flowrate of 620 gpm for WVWD Well 54 (1,000 acre-feet), and (iii) the 2014/2015 reduction of 32% due to Basin water elevations, the total Available Water Rights as of the Effective Date that are available for any Additional Activities are equal to an average flowrate of 453 gpm (731 acre-feet). For illustration purposes, further information regarding estimated Available Water Rights (32% reduction scenario) and under a maximum 50% reduction scenario are set forth in Appendix A hereto. The Parties further acknowledge and agree that the amount of such Available Water Rights is subject to adjustment on an annual basis in June each year based on the then current Basin water elevation calculations for the Basin. Available Water Rights shall not include any WVWD water rights from outside the Basin.

2.1.1 System Operation: WVWD Assets. As provided in Paragraph 3.1.1 hereof, and subject to Available Water Rights, WVWD shall:

- (a) continuously extract groundwater utilizing the Wellhead Treatment Project to remove Basin Contaminants from the OU2 area, and treat such Basin Contaminants to meet Applicable Standards, except for such temporary periods of time necessary for WVWD to repair, replace, maintain the Wellhead Treatment Project, or during force majeure events pursuant to Article 5 hereof;
- (b) reserve and make available to Goodrich WVWD's Available Water Rights to the extent necessary for Goodrich to fulfill its obligations under the Goodrich Consent Decree to by performing the requirements established in the OU2 ROD;
- (c) reserve and make available to Goodrich for a decision-making period not to exceed ten (10) years after the Effective Date the WVWD IX Systems and any additional treatment system that may be constructed by WVWD for use by Goodrich, at Goodrich's election, to utilize in pursuing Additional Activities to the extent Goodrich elects to utilize such WVWD assets to fulfill its obligations under the Goodrich Consent Decree in performing the requirements established in the OU2 ROD. However, at Goodrich's request and with the concurrence of WVWD, the flow rate through the Wellhead Treatment Project may be reduced, but shall not be reduced to a flow rate less than the minimum flow requirements set forth in this Agreement. In the event that Goodrich desires to use the any or all of the WVWD IX Systems or any new treatment system that is constructed by WVWD, Goodrich shall provide WVWD with prior written notice that Goodrich exercises its rights to use such system(s); provided that:

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- (i) WWWD shall provide access to such system(s) no earlier than sixty (60) days after receipt of such notice;
- (ii) Goodrich shall pay all costs and expenses of rehabilitating and placing such system or systems in such working order as determined by WWWD or as required by Applicable Law; and
- (iii) Goodrich shall accept the WWWD IX Systems (or any of them) in an "AS IS-WHERE IS" condition, with all faults. This Agreement shall not require WWWD to make available to Goodrich any treatment system or other assets located outside of the Basin.

(d) in the event that Goodrich's use of the Available Water Rights requires WWWD to deliver water to other WWWD service area zones higher in elevation than those it would otherwise deliver to and/or at volumes materially greater than those it would otherwise be, in the absence of any Additional Activities within its service area, Goodrich shall pay the reasonable costs associated with providing the infrastructure (e.g., booster pumps) needed by WWWD to deliver water to such higher elevation service area zones to the extent the lift of treated water is greater than one pressure zone. WWWD agrees to use commercially reasonable efforts to minimize the need for and extent of any such actions and the associated costs.

2.1.2 Pre-OU2 ROD Payment Period Costs: The Parties acknowledge and agree that WWWD shall use commercially reasonable efforts to cause the permitting of the Wellhead Treatment Project through the CDPH Demonstration Period prior to the issuance by US EPA of the OU2 ROD. As provided in Paragraph 3.1.2 hereof, Goodrich shall pay WWWD for certain specified O&M Costs associated with the Wellhead Treatment Project during the "Pre-OU2 ROD Period" which shall run from the Effective Date of this Agreement through the date of issuance by US EPA of the OU2 ROD or December 31, 2017, whichever of these dates is earlier. The Pre-OU2 ROD Period will provide baseline cost data for actual Wellhead Treatment Project O&M Costs for use by the Parties in determining projected future O&M Costs after the Pre-OU2 ROD Period.

2.1.3 Full Payment Period Costs: Following the expiration of the Pre-OU2 ROD Period, in accordance with Paragraph 3.1.2 hereof, Goodrich shall pay WWWD for the actual O&M Costs associated with the Wellhead Treatment Project.

2.1.4 Additional Activities and Associated Cost Payments. The Parties acknowledge that US EPA, as part of the OU2 ROD, may require Goodrich to perform additional extraction and treatment activities beyond or instead of those associated with the Wellhead Treatment Project, and that Goodrich shall have rights to utilize certain WWWD assets to perform such additional activities as "Additional Activities" in accordance with Paragraph 3.1.2(g) hereof. Goodrich shall pay WWWD as Project Costs for the actual costs associated with such Additional Activities in accordance with Paragraph 3.1.2(g) hereof.

2.1.5 Role of Settling Federal Agencies: The Settling Federal Agencies are parties to the Goodrich Consent Decree. Pursuant to Paragraph 11 of the Goodrich Consent Decree, the Settling Federal Agencies have approval rights in connection with matters addressed in this Agreement. Pursuant to such Paragraph 11, the Settling Federal Agencies have consented to the terms of this Agreement.

2.1.6 Role of US EPA: US EPA is a party to the Goodrich Consent Decree. Pursuant to Paragraph 11 of the Goodrich Consent Decree, US EPA has approval rights in connection with matters addressed in this Agreement. Pursuant to such Paragraph 11, US EPA has consented to the terms of this Agreement. US EPA also has regulatory jurisdiction over the RFF Site, and will issue the OU2 ROD establishing a remedy for the OU2 area of the RFF Site.

2.1.7 Role of DDW: DDW regulates and permits potable water use by the WWWD and directly controls the permit conditions for water sources, treatment and distribution.

2.2 Modification or Changes to the Project

2.2.1 US EPA Modifications (ROD Amendments, Modified Orders, New Orders and Directives): Except as otherwise provided in this Agreement in terms of Goodrich's rights to conduct the Wellhead Treatment Project and Additional Activities so long as it pays Projects Costs associated with such activities, no modification to, or amendment of, the OU2 ROD or any subsequent ROD, or any new US EPA order or modified ASAOC creates any obligation upon WWWD pursuant to this Agreement without the prior written approval of WWWD, which approval may be withheld in WWWD's sole and absolute discretion.

2.2.2 Changes in Concentration of Basin Contaminants or Basin Contaminants That Were Not Previously Tested for: Any reasonable costs associated with addressing concentration changes of any Basin Contaminant that affects the Wellhead Treatment Project or Additional Activities or any Basin Contaminant that was not tested for as of the Effective Date that affects the Wellhead Treatment Project or Additional Activities shall be a Project Cost.

2.2.3 Emerging Chemicals or Basin Contaminants Not Part of OU2 ROD:

- (a) Any reasonable cost associated with addressing any emerging, currently unregulated chemical or contaminant that is not a Basin Contaminant and that originates (in whole or in part) from the RFF site that (a) results in a directive from a regulatory agency to modify the Wellhead Treatment Project or any Additional Activities, or (b) causes WWWD to voluntarily modify the Wellhead Treatment Project or any Additional Activities due to recognized health risks to its customers, shall be a Project Cost to the extent that such costs are attributable to the RFF Site (i.e., if 50% of such costs are attributable to the RFF Site, then 50% of such costs shall constitute Project Costs). In the event that a non-Basin Contaminant is detected above the laboratory method detection limit in source water being treated by WWWD on behalf of Goodrich, and such non-Basin Contaminant is not attributable to the RFF Site, whether such contaminant is currently regulated or not, any cost associated with addressing regulatory directives or requirements associated with such contaminant (through

treatment, blending or otherwise), shall be the responsibility of WWWD; provided, that if such contaminant either cannot be treated using reasonably available technology, or the costs associated with such treatment are materially unreasonable, then the emergence of such contaminant shall be treated as a force majeure event in accordance with Article 5 hereof. This burden for any non-Basin Contaminant shall only be borne by WWWD if the contaminant is detected in at least 10 percent of the production or monitoring wells located elsewhere in the Basin and is thus not exclusive to any OU2 ROD-implementation source well(s). For purposes of this subparagraph, a "materially unreasonable" cost shall be a capital cost that is more than \$500,000, or an additional annual operation and maintenance cost that exceeds more than one-quarter of the then projected annual O&M Costs for the Wellhead Treatment Project.

- (b) In the event of a dispute between the Parties as to whether a contaminant is a Basin Contaminant, the Parties agree that such dispute shall be resolved in accordance with the dispute resolution provisions of Article 6 hereof, and that during the pendency of such dispute the Parties shall share equally the costs of addressing such chemical or contaminant and cooperate in good faith to address such chemical or contaminant expeditiously in a manner that minimizes costs to the maximum extent practicable.
- (c) In the event of a dispute between the Parties as to whether any emerging, currently unregulated chemical or contaminant that is not a Basin Contaminant originates from the RFF Site in whole or in part, or the extent to which such chemical or contaminant originates from the RFF Site or another source, the Parties agree that such dispute shall be resolved in accordance with the dispute resolution provisions of Article 6 hereof, and that during the pendency of such dispute the Parties shall share equally the costs of addressing such chemical or contaminant and cooperate in good faith to address such chemical or contaminant expeditiously in a manner that minimizes costs to the maximum extent practicable.

2.2.4 Changing Standards:

- (a) Any increase in O&M Costs that results from any change in Applicable Standards for any Basin Contaminant shall be a Project Cost.
- (b) In the event of a dispute between the Parties as to whether any increase in O&M costs results from any change in Applicable Standards for any Basin Contaminant, the Parties shall resolve such dispute in the same manner as specified in Paragraph 2.2.3(b) above.

2.2.5 Cooperation by the Parties

The Parties acknowledge and agree that to the extent modifications or repairs to the Wellhead Treatment Project or any Additional Activities are necessary for any reason, including but not limited to the reasons pursuant to this Paragraph 2.2, with the exception of WWWD's failure to meet the Standard of Care or Performance Guarantee pursuant to Paragraph 3.1.1(d) hereof, the Parties shall

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cooperate to the maximum extent practicable to reasonably minimize both the costs necessary to address such modifications or repairs and the timeframe for implementing such modifications or repairs, regardless of which Party is required to pay such costs. The Parties specifically acknowledge that implementation of any necessary modifications or repairs could result in a temporary suspension of the operation of the Wellhead Treatment Project and any Additional Activities, and agree that they shall cooperate to the maximum extent practicable to reasonably minimize the duration of any such temporary suspension. The Parties further agree that WVWD shall be relieved of its obligation to operate any affected portion or portions of the Wellhead Treatment Project or Additional Activities, and Goodrich shall be relieved of its obligation to pay the "Variable O&M Costs" associated with such affected portion or portions, during any such period of temporary suspension. "Variable O&M Costs" shall include power and chemicals except the power and chemicals necessary to maintain the facilities that are unable to be suspended; WVWD labor that is not required to maintain the affected facilities; vendor service contracts that can be deferred; and sampling, laboratory services and reporting that are not required regulatory agencies to be performed. During any such period of temporary suspension, Goodrich shall be obligated to continue to pay Fixed O&M Costs and Non-Routine O&M Costs. "Fixed O&M Costs" shall include the power and chemicals necessary to maintain the facilities that are unable to be suspended; WVWD labor that is required to maintain the affected facilities; vendor service contracts that cannot be deferred; and sampling, laboratory services and reporting that are required by regulatory agencies to be performed. WVWD, in consultation with Goodrich, shall use commercially reasonable efforts to reasonably minimize the amount of any remaining O&M Costs beyond the Variable O&M Costs.

ARTICLE 3. PROJECT MANAGEMENT

3.1. Responsibilities of the Parties

3.1.1 WVWD Responsibilities

(a) *Water Rights:*

- (i) As of the Effective Date, WVWD reserves and makes available to Goodrich its Available Water Rights in order for the Parties to conduct the Wellhead Treatment Project and Additional Activities, if any, in accordance with this Agreement.**
- (ii) WVWD hereby represents that it has full legal rights to access and use Well 6 and Well 11 as of the Effective Date of this Agreement, and for the duration of this Agreement, subject to WVWD's Available Water Rights.**
- (iii) WVWD, on an annual basis as of June 30, shall provide to Goodrich a report detailing WVWD's Available Water Rights for the then current operating year, as such rights may be adjusted based on the then current water elevations in the Basin.**
- (iv) If Goodrich requires less than the full Available Water Rights on an annual basis to conduct the Wellhead Treatment Project and Additional Activities**

(pursuant to Section 3.1.2(a)), if any, then WVWD may utilize any remaining Available Water Rights for any purposes whatsoever; provided, that any such remaining Available Water Rights shall not be irrevocably committed to other purposes for the water year at issue and shall remain available to the Parties to conduct the Wellhead Treatment Project and Additional Activities in future water years.

(b) *Extraction and Treatment of OU2 Area Groundwater:*

As of the Effective Date, subject to Applicable Law and Available Water Rights, WVWD shall implement the Wellhead Treatment Project by conducting the following activities which shall be defined as the "Extraction & Treatment Activities":

(i) Operate the Wellhead Treatment Project in accordance with the extraction and treatment protocol attached as Appendix B hereto (the "Extraction and Treatment Protocol");

(ii) Diligently pursue all activities required during the CDPH Demonstration Period and, following the termination of the CDPH Demonstration Period, treat Basin Contaminants in extracted groundwater using the Wellhead Treatment Project such that extracted water meets all Applicable Standards;

(iii) After the CDPH Demonstration Period is completed, WVWD shall accept such treated water into its water distribution system at locations selected by WVWD (with the exception of any temporary Wellhead Treatment Project maintenance projects, Wellhead Treatment Project re-starts, and/or temporary periods of discharge to any approved surface waters); and,

(iv) WVWD shall operate the Wellhead Treatment Project until the US EPA Approval Date.

(c) *Use of WVWD's System to Meet OU2 ROD Requirements:*

The Parties acknowledge that the OU2 ROD to be issued by US EPA may require Goodrich to perform extraction and treatment requirements instead of or beyond those associated with the Wellhead Treatment Project. Consistent with Goodrich's rights and responsibilities set forth in Paragraph 3.1.2(g) below with respect to Additional Activities, WVWD reserves and shall make available to Goodrich its FBR System (and any of the WVWD IX Systems or any new treatment system that is constructed by WVWD, as necessary) for the implementation of any such extraction and treatment activities required by the OU2 ROD; provided, that (i) Goodrich's use of the FBR System or any other treatment system for purposes other than treating water extracted from Well 6 and Well 11, or Goodrich's use of other extraction wells (existing wells or new wells that might be used in addition to or instead of Well 6 and Well 11), shall not

cause material, unreasonable interference with WVWD's ability to meet the performance requirements set forth in this Agreement; and, (ii) that while the Parties acknowledge and agree that the WVWD IX Systems are available for use by Goodrich as of the Effective Date of this Agreement, such systems shall only be reserved and made available to Goodrich for the ten (10) year decision-making period specified in Paragraph 2.1.1(c) hereof, and WVWD shall not be required to agree to make these and other components of its water system available for use by Goodrich if WVWD can demonstrate that such an action would cause material, unreasonable interference with the operation of its overall water system in a manner that cannot be reasonably remedied in accordance with the terms of this Agreement.

(d) *Standard of Care; Performance Guarantee:*

Subject to the terms and conditions in this Agreement, WVWD hereby (i) agrees to perform its obligations under this Agreement in accordance with Applicable Law and the standard of care applicable to local water purveyors, (ii) guarantees the performance of the FBR System and any Additional Activities designed and constructed by WVWD, including but not limited to the treatment of extracted groundwater to currently Applicable Standards for the FBR, and any Applicable Standards at the time of construction of any Additional Activities; and (iii) guarantees that the performance of any Additional Activities designed and constructed by WVWD achieves the treatment objectives reviewed and approved by Goodrich within the design criteria and operating conditions specified at the time of design for the limited period of time set forth below. The physical equipment and facilities of the FBR System and any Additional Activities designed and constructed by WVWD are guaranteed only to the extent that they are covered by WVWD's customary warranty obtained from equipment providers. WVWD's performance guarantee as set forth in Paragraph 3.1.1(d)(ii) above shall include a guarantee that the FBR System will remove perchlorate to meet current Applicable Standards based upon the feed water quality of up to 2700 ppb of perchlorate, 45 ppm of nitrate (NO₃), and 10 ppm of dissolved oxygen, at a maximum flow rate of up to 2,000 gpm (1,000 gpm per FBR). WVWD will not add additional treatment equipment to the FBR System for TCE and its daughter products, unless required by DDW. Notwithstanding the above, WVWD does not guarantee: (a) the extraction capacity of Well 6 or Well 11 or any future extraction wells; (b) or that the extraction of groundwater from Well 6 or Well 11, or any future extraction wells, will establish certain degrees of hydraulic capture of Basin Contaminants in the OU2 area. The performance guarantee set forth above as it applies to the FBR System and any Additional Activities designed and constructed by WVWD shall expire on the date that is two (2) years after the date of issuance of the amendment to WVWD's water supply permit for the FBR System and two (2) years after the completion of construction of any such Additional Activities. The portion of the FBR performance guarantee in Paragraph 3.1.1(d)(ii) that applies to the treatment of perchlorate and nitrate to

concentrations below current Applicable Standards shall survive for the term of this Agreement.

3.1.2 Goodrich Responsibilities

- (a) As of August 31 each year, Goodrich shall provide to WVWD an estimate of the amount of Available Water Rights that Goodrich will require for the following water year (October 1 through September 30) to be reserved and made available by WVWD for the Wellhead Treatment Project and any Additional Activities.
- (b) Goodrich shall pay to WVWD as "Project Costs" the (i) operation and maintenance costs associated with O&M ("O&M Costs") and System Upgrade Costs described in subsections (c) through (h) below, and (ii) Non-Routine O&M Costs, through the US EPA Approval Date; provided, that while Goodrich shall continue to be responsible for paying such O&M Costs for the duration of any force majeure event pursuant to Article 5 hereof, Goodrich shall be relieved of its obligation to pay "Variable O&M Costs" as defined in Paragraph 2.2.5 hereof for the duration of any such force majeure event.
- (c) *Pre-OU2 ROD Period Payments:*
- (i) From the Effective Date through the date of issuance by US EPA of the OU2 ROD, or December 31, 2017, whichever date is earlier (the "Pre-OU2 ROD Period"), Goodrich shall make payments for 100% of actual O&M Costs associated with the Extraction & Treatment Activities, up to an annual O&M Costs cap of \$700,000, in accordance with Appendix C hereto. O&M Costs shall include costs associated with O&M. During the Pre-OU2 Rod Period, O&M Costs shall not include (A) any operation and maintenance costs of the Wellhead Treatment Project or Additional Activities to the extent such costs are associated with treatment of groundwater extracted by WVWD or third parties from areas other than the OU2 area, or (B) third party FBR-treatment related consultant fees in excess of \$50,000 per year, exclusive of any fees that constitute Non-Routine O&M Costs.
- (ii) Goodrich's Pre-OU2 ROD Period Project Costs shall include the costs of any System Upgrade to the Wellhead Treatment Project.
- (d) *Post-OU2 ROD Period Payments:*
- (i) Beginning as of the termination of the Pre-OU2 ROD Period, and continuing through the US EPA Approval Date (the "Post-OU2 ROD Period"), Goodrich shall pay the actual O&M Costs defined above for the Extraction & Treatment Activities in accordance with Appendix C hereto. During the Post-OU2 ROD Period, O&M Costs shall not include (A) any operation and maintenance costs of the Wellhead Treatment Project or Additional Activities to the extent such costs are associated with treatment of groundwater extracted by WVWD or

third parties from areas other than the OU2 area, (B) FBR System operator labor costs over 96 hours per week, or (C) third party FBR-treatment related consultant fees, except for any fees that constitute Non-Routine O&M Costs.

(ii) Goodrich's Post-OU2 ROD Period Project Costs shall include the costs of any System Upgrade to the Wellhead Treatment Project.

(e) **FXB System Costs**

(i) The Parties acknowledge that WVWD plans to construct the FXB System at the WVWD HQ location. In the event that WVWD elects to construct such FXB System, WVWD shall fund the capital costs of the FXB System from its own funds or funds that it receives from third party grant making entities, and shall be responsible for ensuring that such FXB System is properly permitted in accordance with Applicable Law.

(ii) In the event that WVWD constructs the FXB System, and such FXB System is utilized by WVWD to treat Basin Contaminants, Goodrich shall pay the O&M Costs associated with such FXB System in accordance with Appendix C hereto as of the date that such FXB System becomes fully permitted for use; provided, that for the duration of this Agreement Goodrich shall not be responsible for (a) any O&M Costs associated with the FXB System that are above and beyond the actual FBR System O&M Cost baseline (calculated using the average of the annual O&M Costs for the FBR System for the two calendar years (as adjusted for variations in chemical dosages based on changes in influent quality) preceding startup of the FXB System), (b) any Non-Routine O&M Costs associated with the FXB System, (c) any costs associated with any System Upgrade to the FXB System, or (d) any costs associated with the idling or demobilization of the FXB System.

(iii) In the event that WVWD constructs the FXB System, the 750 gpm minimum flow requirement set forth in Paragraph 3.1.2(g)(i) hereof shall be adjusted to 1,500 gpm.

(f) ***Goodrich Option to Terminate Post-OU2 ROD Period Payments:***

(i) In the event that US EPA issues an OU2 ROD that does not incorporate all or any portion of the Wellhead Treatment Project as part of the OU2 ROD for the RFF Site, Goodrich may, within one hundred and twenty (120) days of the date of issuance of the OU2 ROD, exercise its option to discontinue paying the Project Costs (as of the date of issuance of the OU2 ROD) for all or any portion of the Wellhead Treatment Project that Goodrich determines is not required by the OU2 ROD.

(ii) In the event that Goodrich exercises its option to discontinue payment of all Project Costs as specified in Paragraph 3.1.2(f)(i) above, the Parties' respective releases and indemnities set forth in Paragraph 4.2 and Paragraph 4.3 hereof shall, at WVWD's election, be modified as set forth in such referenced Paragraphs. Further, in the event that Goodrich exercises its option to discontinue payment of all Project Costs as set forth in Paragraph 3.1.2(f)(i) above, all provisions of this Agreement relating to the reservation of Available Water Rights by WVWD for Goodrich, and access to the Wellhead Treatment Project and WVWD IX Systems by WVWD for Goodrich, are voidable by WVWD.

(g) *Goodrich Option to Conduct Additional Activities.*

(i) So long as Goodrich does not exercise its option pursuant to Paragraph 3.1.2(f) above, and subject to Applicable Law and Available Water Rights, Goodrich shall have the right to (1) exercise its option to utilize WVWD's Wellhead Treatment Project (provided, that Goodrich shall be required to use the Wellhead Treatment Project for a minimum flow of 750 gpm), and (2) exercise its option to utilize WVWD's IX Systems or any other new treatment system constructed by WVWD or Goodrich, to conduct the Additional Activities defined in Paragraph 3.1.2(g)(ii) below. WVWD shall reasonably cooperate with Goodrich in the event that Goodrich exercises one or more of these options to, among other things, implement such options in a manner that minimizes costs to the extent reasonably practicable.

(ii) In exercising its option set forth in this Paragraph 3.1.2(g), within one hundred and twenty (120) days of the date of issuance of the OU2 ROD by US EPA, upon Goodrich's request and in consultation with WVWD, Goodrich may elect to design, construct and operate (note: Goodrich may not operate any elements of a potable water supply system), or request that WVWD design, construct and operate, at Goodrich's sole cost and expense, additional extraction wells and treat extracted groundwater from such wells utilizing the Wellhead Treatment Project, WVWD's IX Systems, or any new treatment system(s) to meet any additional extraction and treatment requirements imposed by US EPA through the OU2 ROD beyond the extraction and treatment activities associated with the Wellhead Treatment Project (the "Additional Activities"). WVWD may elect or decline to design and construct any Additional Activity as requested by Goodrich, in its sole and absolute discretion; provided, that should WVWD so elect or decline, such action shall not affect Goodrich's rights to design and construct any such Additional Activities or WVWD's obligation to operate any such Additional Activities on Goodrich's behalf pursuant to the terms of this Agreement. Any such new equipment or assets shall be owned by WVWD. Such Additional Activities to be conducted by the Parties may include but are not necessarily limited to:

- (A) installing additional extraction wells within the OU2 area of the Basin, including any new monitoring and control systems (including SCADA) for the wellhead and treatment facilities;
- (B) installing piping associated with such new extraction wells in order to transport untreated extracted groundwater;
- (C) treating extracted groundwater from such new extraction wells at either the FBR System, the WVWD IX Systems (at their current locations or at potential new locations) or any new treatment systems, such that extracted water meets Applicable Standards;
- (D) distributing such treated water into WVWD's water distribution system at locations approved by WVWD and by DDW;
- (E) installing new monitoring and sentinel wells associated with any new extraction wells;
- (F) installing any necessary new pipelines or infrastructure to convey the treated water to WVWD's water distribution system;
- (G) Feasibility evaluation, conceptual design, engineering design, CEQA Compliance and permitting to support the development of the Additional Activities; and
- (H) Except as otherwise set forth herein, any necessary activities to discontinue use of, or idle, existing WVWD equipment and infrastructure.

(iii) Any Additional Activities that are to become part of WVWD's water extraction, treatment and water supply system shall not create material adverse impacts to, or unreasonable interference with, the Wellhead Treatment Project or WVWD's operation of its water extraction, treatment and water supply system, and must be reviewed and approved in writing and in advance by WVWD, which approval shall not be unreasonably withheld. Goodrich shall provide WVWD a minimum of thirty (30) calendar days to review Goodrich submittals. In the event that WVWD does not design and construct the Additional Activity(ies), approval of WVWD must be obtained for initiation of the Additional Activity(ies), project objectives and design criteria, design, acceptance of the constructed facility, and recommended operating procedures. All permits for the Additional Activity(ies), including CEQA compliance, will be obtained by and in the name of WVWD. Goodrich shall pay the cost of obtaining all necessary permits and approvals. WVWD shall be named as an additional insured on all construction contracts executed by Goodrich. WVWD and Goodrich agree that any Additional Activities shall be designed and implemented to the maximum extent practical to take

advantage of WVWD's existing assets in order to reasonably minimize impacts to WVWD's operations and the costs of any such Additional Activities.

(h) *Payment by Goodrich for Costs of Additional Activities:*

Project Costs to be paid by Goodrich to WVWD shall include any and all reasonable costs associated with such Additional Activities, including but not limited to: capital, operation and maintenance, consultants and accounting time associated with the Additional Activities described in Paragraph 3.1.2(g) hereof. Project Costs associated with Additional Activities shall include but not be limited to:

- (i) design, planning and feasibility studies;
- (ii) engineering;
- (iii) environmental compliance;
- (iv) permitting (including DDW permitting);
- (v) installation of any new extraction wells;
- (vi) installation of new piping required to transport extracted groundwater to the Wellhead Treatment Project treatment building (or WVWD's IX Systems or new system(s), as applicable);
- (vii) land acquisition and purchase;
- (viii) System Upgrades, and
- (ix) discontinued use or idling costs relating to any existing WVWD equipment or infrastructure, as well as O&M Costs associated with such activities. Project Costs also shall include reasonable and necessary costs incurred by WVWD for third party consulting and legal services, subject to pre-approval by Goodrich prior to the time that such costs are incurred. As is the case with O&M Costs associated with the Wellhead Treatment Project, O&M Costs associated with any Additional Activities shall not include the costs of lifting groundwater to ground surface, transporting untreated groundwater (to the extent the lift of untreated groundwater is one pressure zone or less in elevation or is not necessitated by the need to treat 750 gpm of water at the FXB, subject to Section 3.1.2(e)(iii)) to the selected treatment facilities, or disinfecting extracted groundwater.

3.2. WVWD Not Party to Goodrich Consent Decree:

No term or provision of this Agreement, or any action by the US EPA, shall subject WVWD to the provisions of the Goodrich Consent Decree or the OU2 ROD or any other order or agreement to which WVWD is not a signatory; provided, however, that WVWD acknowledges and agrees that the terms of this Agreement are subject to the approval by the US EPA and the Settling Federal Agencies, and that such parties have approved this Agreement pursuant to Paragraph 11 of the Goodrich Consent Decree; and further acknowledges that the terms of the OU2 ROD to be issued by US EPA will have a direct bearing on the manner, extent and degree to which the Wellhead Treatment Project and any Additional Activities need to be implemented by Goodrich in accordance with the Goodrich Consent Decree.

3.2.1 WVWD Partner in Negotiations with US EPA:

(i) The Parties acknowledge and agree that Goodrich is the responsible party under the terms of the Goodrich Consent Decree. Accordingly, during the term of this Agreement, if and only to the extent requested by Goodrich, WVWD shall use commercially reasonable efforts to assist Goodrich in discussions with US EPA concerning remedy selection and implementation issues as part of the development and implementation of the OU2 ROD. In providing such assistance, WVWD shall participate in such discussions in a manner coordinated and directed by Goodrich, and shall otherwise refrain from engaging in discussions with US EPA regarding the subject matter of the remedy selection and implementation issues as part of the development of the OU2 ROD. Notwithstanding WVWD's agreement to assist in such discussions, any reasonable costs set forth in Section 3.1.2(g) and 3.1.2(h) incurred by WVWD in connection with such assistance efforts shall be included as Project Costs, subject to pre-approval by Goodrich before such costs are incurred. Any assistance rendered by WVWD in accordance with this Paragraph 3.2.1 shall not require WVWD to undertake any obligation or incur any liability, except as otherwise provided in this Agreement. In pursuing discussions with US EPA, the Parties acknowledge and agree that the remedy selected by US EPA pursuant to the OU2 ROD should consist of a remedy that appropriately and efficiently addresses OU2 area Basin Contaminants to address any health or environmental risks posed by such contaminants while minimizing the costs of such remedy, all in accordance with Applicable Law. The Parties further acknowledge and agree that WVWD's Available Water Rights and FBR System and IX Systems existing as of the Effective Date of this Agreement are critical factors to consider in selecting and implementing a remedy that is capable of being implemented for the OU2 area of the RFF site.

(ii) During any such discussions with US EPA, WVWD shall not request or advocate the inclusion of additional groundwater extraction, treatment systems or technologies, or other requirements in the OU2 ROD for Basin Contaminants in excess of any extraction and treatment activities proposed by Goodrich or proposed or required by US EPA. Nothing in this subparagraph precludes WVWD from advocating positions related to any other remedy that is being performed in the Basin by third parties.

3.3 Procurement of Grant Funds:

Upon request of Goodrich, WVWD agrees to use commercially reasonable efforts to procure or assist in procuring additional grant funds (i.e., from the California agencies, US EPA, the United States Department of Defense, or other local agencies or programs) to apply for possible construction, expansion, upgrade and/or relocation of the FBR System, the WVWD IX Systems, any monitoring wells, or treatment system(s) associated with the Wellhead Treatment Project or Additional Activities. Upon any such request, Goodrich agrees that any costs incurred by WVWD in connection with its grant activities shall constitute Project Costs, provided that such costs are pre-approved by Goodrich prior to being incurred.

3.4 RESERVED

3.5 Budget Management:

(a) *Cost Estimate and Cost Control:* WVWD and Goodrich shall consult to establish cost estimate and cost control protocols for the Projects Costs, including but not limited to costs that are within WVWD's control incurred related to:

- (i) energy usage and related costs,
- (ii) administrative and supervisory costs, both relating to the operation and management of the applicable treatment systems and/or infrastructure, or pumping re-alignments,
- (iii) third party (e.g., consultant, engineering, and support services) costs. Such protocols shall include cost estimating, tracking and reporting procedures to ensure WVWD and Goodrich are fully informed of any costs incurred or to be incurred and that costs are reasonably minimized within the context of optimal and efficient treatment system performance. Without limiting the generality of the foregoing, consultations between WVWD and Goodrich also shall include ongoing efforts to minimize the level of operator labor required for O&M of the FBR System.

(b) *Budget Committee:*

- (i) A budget committee ("Budget Committee") will be formed to share budget information and to review anticipated costs proposals and updates of the operation of any of the facilities pursuant to this agreement. The budget committee shall be composed of representatives of WVWD and Goodrich.
- (ii) Budget Committee meetings shall be quarterly by telephone or in person (at the WVWD Headquarters), as requested, and may be held at other intervals as deemed to be appropriate by WVWD and Goodrich. Goodrich may call a meeting of the Budget Committee at any time provided it gives at least three (3)

days working advance notice in writing together with an agenda of items to be discussed. Any documents to be discussed during regular meetings shall be shared in advance.

(iii) Budget Committee meetings shall also be utilized to discuss deliverables that may be due to public agencies' requests and to review directives, deadlines or requests relating to the Goodrich Consent Decree or other related requirements.

(iv) On an annual basis, the Budget Committee shall review the status of the project relating to contaminant migration control needs, OU2 ROD objectives/performance criteria, WVWD and DDW considerations in relation to water quality, distribution and reporting requirements, general updates of project progress and any need for recommendations or modifications to the project. There shall also be a review of Project Costs and anticipated future budget items.

(v) Throughout the term of this Agreement, WVWD shall keep Goodrich fully informed of the status of the Wellhead Treatment Project and any Additional Activities and provide Goodrich with a quarterly report summarizing the Wellhead Treatment Project and any Additional Activities detailing the Project Costs such that Goodrich may verify and conduct periodic financial audits of such costs. WVWD shall provide quarterly invoices to Goodrich with detailed and verifiable information documenting all quarterly costs.

**ARTICLE 4: RISK MANAGEMENT
(INSURANCE / RELEASES / INDEMNITIES / RESERVATION OF RIGHTS AND TOLLING)**

4.1 Insurance

4.1.1 WVWD represents that as of the Effective Date, it is a member of the Association of California Water Agencies Joint Powers Insurance Authority ("JPIA"), and that the JPIA is a partnership of water agencies which provides risk sharing pools to meet the needs of its member agencies for property and liability purposes. WVWD further represents that its insurance coverage as a member of the JPIA includes the following:

- (a) commercial general liability insurance with respect to WVWD's operations, including, but not limited to, personal injury, blanket contractual and products/completed operations liability coverage, which coverage exceeds Ten Million Dollars (\$10,000,000) combined single limit bodily injury, death and property damage per occurrence, and
- (b) automobile liability insurance with respect to WVWD's operations, including, owned, non-owned and hired vehicles with coverage exceeds Ten Million Dollars (\$10,000,000) combined single limit bodily injury, death and property damage per occurrence.

The foregoing limits may be satisfied by a combination of primary coverage by the JPIA and an excess or umbrella policy.

4.1.2 As of the Effective Date, and for the term of this Agreement, WVWD shall include this Agreement in its policies through the JPIA, include Goodrich as an additional insured party on such JPIA policies, and provide to Goodrich copies of the JPIA policies and evidence that it has been named as an additional insured on such policies.

4.1.3 In the event WVWD's membership with JPIA is terminated, WVWD shall use commercially reasonable efforts to obtain and maintain replacement insurance policies of the types specified in Paragraph 4.1.1 above naming Goodrich as an additional insured party. Said replacement policies shall each provide coverage in the minimum liability limits of Ten Million Dollars (\$10,000,000). Such replacement insurance may, however, be in the form of a single limit policy in the amount of Ten Million Dollars (\$10,000,000) covering all such risks. All such policies shall provide that Goodrich shall be given thirty (30) days notice before cancellation thereof and ten (10) days notice before expiration of the coverage provided thereby.

4.1.4 In the event that Goodrich elects to procure additional insurance beyond that set forth in Paragraph 4.1.1 above, WVWD shall cooperate with Goodrich in such procurement, and Goodrich shall be responsible for paying the cost of such additional insurance as a Project Cost.

4.2. WVWD Release and Indemnity

4.2.1 WVWD hereby (a) releases Goodrich, UTC and the Settling Federal Agencies from any costs, fees, losses, claims, suits, fines, penalties or other liabilities (together, the "Losses"), including but not limited to direct and indirect costs (and reasonable attorneys' fees), arising from Basin Contaminants from the RFF Site, and (b) releases, indemnifies, defends and holds harmless

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Goodrich, UTC and the Settling Federal Agencies from any Losses, including but not limited to direct and indirect costs (and reasonable attorneys fees), arising from or in connection with WVWD's breach of any obligation in this Agreement including but not limited to any negligent and/or willful misconduct by WVWD which causes failure of the Wellhead Treatment Project and/or any Additional Activities. The foregoing indemnity shall not relate to Losses arising from or in connection with the negligence, intentional acts, or willful misconduct of Goodrich, UTC and/or the Settling Federal Agencies or their respective employees, officers, agents, contractors, and/or representatives. Such release set forth in clause (a) above shall not affect WVWD's right to implead Goodrich, UTC or the Settling Federal Agencies into any action by any independent third party against WVWD within the scope of any such third party action, except to the extent to which Losses within the scope of such third party action are governed by clause (b) above. Such release, indemnification and hold harmless set forth in clause (b) above shall include but not be limited to any Losses associated with any action by a third party. In the event that Goodrich, UTC or the Settling Federal Agencies allege that they have incurred Losses in connection with any alleged WVWD breach of this Agreement or alleged negligent and/or misconduct by WVWD, Goodrich's payment obligations set forth in this Agreement, as well as WVWD's performance obligations set forth in this Agreement, shall continue during the course of any applicable dispute resolution process conducted pursuant to the terms of this Agreement. Goodrich shall provide to WVWD prompt written notice of any claim for indemnification after Goodrich obtains knowledge of any such claim.

4.2.2 The release and indemnity set forth in Paragraph 4.2.1 above shall inure to the benefit of (a) Goodrich and UTC, and their respective Board members, management staff, attorneys and representatives, and (b) the Settling Federal Agencies. UTC and the Settling Federal Agencies shall be third party beneficiaries of this Agreement.

4.2.3 In the event that Goodrich exercises its option in accordance with Paragraph 3.1.2(f) hereof to terminate payment of the Project Costs, at WVWD's election, the release and indemnity provided in Paragraph 4.2.1 above shall become null and void, except as such release and indemnity applies and shall continue to apply to the Wellhead Treatment Project or Additional Activities conducted, and associated Project Costs paid by Goodrich, through the termination date. In the event that such release and indemnity becomes null and void as set forth herein, any applicable statutes of limitation pertaining to any potential claims by and between the Parties shall be tolled until the date that is one year after such termination date, and the Parties shall retain their respective rights in connection with any such claims. Any modification of the release and indemnity provisions pursuant to this Paragraph 4.2.3 shall be reflected by identical modifications to the release and indemnity provisions of Paragraph 4.3 below.

4.3 Goodrich Release and Indemnity

4.3.1 Goodrich hereby (a) releases WVWD from any costs, fees, losses, claims, suits, fines, penalties or other liabilities (together, the "Losses"), including but not limited to direct and indirect costs (and reasonable attorneys' fees), arising from or in connection with the RFF Site or Basin Contaminants, and (b) releases, indemnifies, defends and holds harmless WVWD from any Losses, including but not limited to direct and indirect costs (including reasonable attorneys fees), arising from or in connection with Goodrich's breach of any obligation in this Agreement including but not limited to any negligent and/or willful misconduct by Goodrich which causes WVWD to incur costs, damages or

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expenses. The foregoing indemnity shall not relate to Losses arising from or in connection with the negligence, intentional acts, or willful misconduct of WVWD or its employees, officers, agents, contractors, and/or representatives. Such release set forth in clause (a) above shall not affect Goodrich's right to implead WVWD into any action by any independent third party against Goodrich within the scope of any such third party action, except to the extent to which Losses within the scope of such third party action are governed by clause (b) above. Such release, indemnification and hold harmless set forth in clause (b) above shall include but not be limited to any Losses associated with any action by a third party. In the event that WVWD alleges that it has incurred Losses in connection with any alleged Goodrich breach of this Agreement or alleged negligence and/or misconduct by Goodrich, Goodrich's payment obligations set forth in this Agreement, as well as WVWD's performance obligations set forth in this Agreement, shall continue during the course of any applicable dispute resolution process conducted pursuant to the terms of this Agreement. WVWD shall provide to Goodrich prompt written notice of any claim for indemnification after WVWD obtains knowledge of any such claim.

4.3.2 The release and indemnity set forth in Paragraph 4.3.1 above shall inure to the benefit of WVWD and its Board members, management, staff, attorneys and representatives.

4.3.3 In the event that Goodrich exercises its option in accordance with Paragraph 3.1.2(f) hereof to terminate payment of the Project Costs, at WVWD's election, the release and indemnity provided in Paragraph 4.3.1 above shall become null and void, except as such release and indemnity applies and shall continue to apply to the Wellhead Treatment Project or Additional Activities conducted, and associated Project Costs paid by Goodrich, through the termination date. In the event that such release and indemnity becomes null and void as set forth herein, any applicable statutes of limitation pertaining to any potential claims by and between the Parties shall be tolled until the date that is one hundred and eighty (180) days after such termination date, and the Parties shall retain their respective rights in connection with any such claims. Any modification of the release and indemnity provisions pursuant to this Paragraph 4.3.3 shall be reflected by identical modifications to the release and indemnity provisions of Paragraph 4.2.3 above.

4.4 Reservation of Rights Against Non-Parties

Except as otherwise set forth herein, the Parties each reserve all rights against any entity that is not a party to this Agreement.

ARTICLE 5. FORCE MAJEURE**5.1 Definition****5.1.1**

- (a) "Force Majeure" for purposes of this Agreement is defined as any event arising from causes beyond the control of the Parties which delays or prevents the performance of any obligation under this Agreement despite reasonable best efforts of the Parties to fulfill such obligations. The requirement that the Parties exercise reasonable best efforts to fulfill the obligations includes efforts to anticipate any potential force majeure and efforts to address the effects of any potential force majeure (i) as it is occurring, and (ii) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized to commercially reasonable standards.
- (b) Force Majeure shall include any of the following:
- (i) actual delays due to strikes, lockouts or other labor disturbance, delays or inaction by any governmental agency;
 - (ii) civil disturbance;
 - (iii) war, riot, sabotage, blockage, stampedes, lack of transportation facilities, or embargo;
 - (iv) inability to secure materials, supplies or labor through ordinary sources by reason of regulation or order of any government or regulatory body;
 - (v) severe or unusual shortages of material, supplies or labor;
 - (vi) any Act of God, including lightning, rain, earthquake, fire, storm, hurricane, tornado, flood, washout, explosion, terrorist act, which results in destruction or damage to any applicable facility of WVWD including the FBR System, WVWD IX Systems or treatment facilities/infrastructure installed as part of Additional Activities;
 - (vii) moratoriums and referendums;
 - (viii) emergency equipment failure;
 - (ix) any other cause outside of either Party's reasonable control similar to the foregoing.

5.1.2 If any event occurs or has occurred that may delay the performance of any obligation under this Agreement for which a Party intends or may intend to assert a claim of force majeure, such Party (the "asserting Party") shall notify orally the other Party (the "affected Party") as soon as reasonably practical when the asserting Party first knew that the event might cause a delay. Thereafter, and as soon as reasonably practical, that asserting Party shall provide in writing to the affected Party an explanation and description of the reasons for the delay; the anticipated duration of the delay; potential actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the rationale for attributing such delay to a force majeure; and a statement as to whether, in the opinion of the asserting Party, such event may cause or contribute to an endangerment to public health or welfare, or the environment. The asserting Party shall endeavor to include with any notice

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all available documentation in its possession or control supporting its claim that the delay was attributable to a force majeure. The asserting Party asserting the force majeure event shall be deemed to know of any circumstance of which that Party, any entity controlled by that Party, or that Party's contractors knew or should have known. Failure to comply with the above requirements regarding an event shall preclude the asserting Party from asserting any claim of force majeure regarding that event. Notwithstanding this Paragraph, if the affected Party – despite late notice – is able to assess to its reasonable satisfaction whether the event is a force majeure under this Paragraph and whether the asserting Party has exercised its commercially reasonable best effort under this Paragraph, the affected Party may, in its discretion, excuse in writing the asserting Party's failure to submit timely notices under this Paragraph.

5.1.3 If the affected Party agrees that the delay or anticipated delay is attributable to a force majeure, the time for performance of the obligations under this Agreement that are affected by the force majeure will be extended by the affected Party for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure shall not, of itself, extend the time for performance of any other obligation. If the affected Party does not agree that the delay or anticipated delay has been or will be caused by a force majeure, the affected Party shall notify the asserting Party in writing of its decision.

5.1.4 If either Party elects to invoke the dispute resolution procedures set forth in this Agreement, such Party shall do so no later than fifteen (15) days after issuance of the notice provided for in Paragraph 5.1.3 above.

ARTICLE 6. DISPUTE RESOLUTION

Any disputes between WWD and Goodrich concerning any matter relating to this Agreement, including but not limited to any matters that require consultations between the Parties or the approval of a Party pursuant to this Agreement, shall be resolved in the following manner:

6.1 The Parties agree to meet and confer to resolve any dispute during the thirty (30) day period following written notice of a dispute from one Party to the other Party;

6.2 If the dispute is not resolved through the meet and confer process, either Party may propose that such dispute be submitted to mediation by a mediator selected by the Parties. If the other Party consents to the proposal for mediation, such mediation shall be conducted as soon as possible following the conclusion of the meet and confer process, and in any event shall be concluded within the ninety (90) day period following the conclusion of the meet and confer process unless both Parties agree to extend such period.

6.3 In the event that the dispute is not resolved through the meet and confer or mediation processes, the Parties or either Party may submit such dispute for resolution through binding arbitration in accordance with the Commercial Arbitration Rules of American Arbitration Association ("AAA"). The arbitration shall be conducted before a single, neutral arbitrator. Within ten (10) days of the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected arbitrators shall in turn select a third, neutral arbitrator within ten

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(10) days of their appointment. If the arbitrators selected by the Parties are unable to select a third, neutral arbitrator, the third, neutral arbitrator shall be promptly selected by the AAA. Unless such period is extended by written agreement between the Parties, the arbitration shall be conducted in an expedited fashion such that the award shall be made within one hundred and twenty (120) days of the original notice of intention to arbitrate, and the selected neutral arbitrator shall agree to this time limitation at the time he or she is appointed. The Parties agree that the prevailing party shall be entitled to reasonable attorneys fees and costs.

6.4 During the pendency of any dispute, both Parties agree to continue to fulfill their responsibilities pursuant to this Agreement (including but not limited to Goodrich's payment responsibilities and WWWD's obligations to conduct the Wellhead Treatment Project and any Additional Activities) and to take reasonable steps to mitigate any adverse impacts of such dispute on the conduct of the Wellhead Treatment Project or any Additional Activities, such that the overriding goals of removing Basin Contaminants from the OU2 area of the RFF Site and enabling WWWD to supply treated water to its customers continue to be met.

*****INSERT*****

ARTICLE 7_RESERVED TITLE

ARTICLE 8. END OF PROJECT DEMOBILIZATION COSTS

The Parties agree that the costs of demobilizing the physical equipment associated with the Wellhead Treatment Project or any Additional Activities during the term of this Agreement shall be shared equally by the Parties; provided, that Goodrich shall be responsible for all demobilization costs in connection with any new systems or new equipment constructed as part of Additional Activities, unless WVWD elects to continue to use any such systems or equipment that have not reached the end of their useful lives as of the USEPA Approval Date.

For the purposes of determining when demobilization may begin, the Parties agree that the trigger date upon which WVWD may initiate demobilization is the earlier of (a) the USEPA Approval Date, or (b) the date upon which Goodrich notifies WVWD that Goodrich has received written notice from US EPA that pumping activities at the Wellhead Treatment Project or Additional Activities are no longer required, whichever date comes first.

ARTICLE 9. DEFAULT / PAST DUE AMOUNTS

9.1 Default, Remedies of the Parties

- (a) The following events shall be deemed to be acts of default ("Acts of Default") by either Party under this Agreement regardless of the pendency of any bankruptcy, reorganization, receivership, insolvency, or other proceeding which has or might have the effect of preventing such Party from complying with the terms of this Agreement:
- (i) Failure to pay any sums to be paid hereunder within ten (10) days after written notice of such failure has been given to the defaulting Party;
 - (ii) Failure to comply in any material respect with any material term of this Agreement, other than the payment of sums to be paid hereunder, without curing such failure within ten (10) days after written notice thereof if such failure can reasonably be cured within said ten (10) day period; or if such failure cannot reasonably be cured within the ten (10) day period, and such Party shall not have commenced to cure such failure within said period and shall not thereafter with reasonable diligence and good faith proceed to cure such failure;
 - (iii) Filing, or consent to the filing of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy by a Party, for liquidation or to take advantage of any bankruptcy or insolvency law of any jurisdiction; or a Party shall make an assignment for the benefit of creditors; or a Party shall consent to the appointment of a custodian, receiver, trustee, or other officer with similar powers, for substantially all of a Party's property, or be adjudicated insolvent; or an order for relief shall be entered against a Party in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding up or liquidation of all or any part of a Party's property; or any petition for any such

relief shall be filed against a Party and shall not be dismissed within forty-five (45) days.

- (b) Upon the occurrence of any Act of Default, the non-defaulting Party may, at its option, and in addition to any other rights the non-defaulting Party may have at law or in equity, enforce, by all proper and legal suits and other means, its rights hereunder, including, without limitation, the collection of sums due hereunder, and should it be necessary for such Party to take any legal action in connection with such enforcement, the defaulting Party shall pay such Party all costs, including reasonable attorneys' fees so incurred, all without prejudice to any remedies that might otherwise be used by either Party for recovery of arrearage of sums due hereunder, damages as herein provided, or breach of covenant.
- (c) Upon the occurrence of any Act of Default by Goodrich which results in a material failure by Goodrich to meet its payment and reimbursement obligations set forth in this Agreement, WWD may, at its election, within ten (10) days after written notice of such Act of Default has been given to Goodrich, cease operation of the Wellhead Treatment Project or Additional Activities until such Act of Default is cured.

9.2 Past Due Amounts

Except as expressly provided herein to the contrary, any amounts due hereunder, if not timely paid by the Party from whom they are due, shall: (i) be subject to a late payment of two and one half percent (2.5 %) the amount due.

ARTICLE 10. MISCELLANEOUS (GOVERNING LAW, AMENDMENTS, NO SEVERABILITY, NOTICE)

10.1 No Severability

If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (1) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision and (2) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition and in conjunction with Section (1) above to give effect to the original intent of the Parties without the invalid, illegal or unenforceable provision.

10.2 Sole Agreement

It is expressly understood and agreed that this Agreement (including the appendices attached hereto and any documents referred to in this Agreement) contains all of the terms and conditions of the settlement between the Parties and that there are no other agreements between the Parties, either written or oral, pertaining to the matters addressed in this Agreement.

10.3 Power To Execute

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Each Party represents and warrants that it has complete authority, right and power to enter into and execute this Agreement.

10.4 Partial Invalidity

If any of the terms, covenants or conditions contained in this Agreement are held to be invalid, then any such invalidity shall not affect any other term, covenant or condition contained herein, which shall remain in full force and effect.

10.5 Jurisdiction And Venue

This Agreement shall be governed by the laws of the State of California, and is entered into and made to be performed and shall be enforced for all purposes within Riverside County, State of California.

10.6 Waiver, Modification and Amendment

No provision hereof may be waived unless in writing and signed by the Parties giving the waiver and by the Parties benefited by the waiver. Waiver of any one provision herein shall not be deemed to be a waiver of any other provisions herein. This Agreement may be modified or amended only by written agreement executed by all of the Parties.

10.7 Confidentiality

All terms and conditions of the Agreement shall remain confidential, to the extent permitted by law. For example, as permitted by law, discussions by WWD's Board of Directors concerning this matter will be held in closed session, with public notices and agendas for such meetings not disclosing the specific terms and conditions of the Agreement.

10.8 Counterparts

This Agreement may be executed in counterparts with each counterpart being deemed one and the same original document.

10.9 Paragraph Headings

Paragraph headings are for the convenience of the Parties only and shall not be considered in construing or interpreting this Agreement.

10.10 Further Assurances

Each of the Parties hereto agrees to execute such other and further agreements and writings as may be necessary to effectuate the intent of this Agreement.

10.11 Consultation With Counsel

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EACH OF THE PARTIES TO THIS AGREEMENT WARRANTS AND REPRESENTS AND AFFIRMATIVELY STATES THAT SUCH PARTY HAS CAREFULLY READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT AND THAT IT HAS NOT RELIED UPON THE REPRESENTATIONS OR ADVICE OF ANY OTHER PARTIES HERETO OR ATTORNEY NOT THEIR OWN, EXCEPT AS OTHERWISE PROVIDED HEREIN. THIS AGREEMENT AND THE TERMS AND CONDITIONS THEREOF WERE DETERMINED BY ARMS LENGTH NEGOTIATIONS BY, BETWEEN AND AMONG THE PARTIES TO THIS AGREEMENT AND EACH PARTY HERETO ACKNOWLEDGES THAT IT HAS BEEN FULLY ADVISED BY ITS RESPECTIVE COUNSEL.

10.12 Facsimile/E-mail Signature Same Force And Effect As Original Signature

The Parties agree that, in the interest of time, this Agreement may be signed in faxed or emailed counterparts, which shall have the same force and effect as an original signature.

10.13 Notices

Any notice, demand or request required hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) telephonic facsimile; (c) nationally recognized overnight commercial courier regularly providing proof of delivery; or (d) registered or certified, first class U.S. mail, return receipt requested:

If to Goodrich/UTC:

United Technologies Corporation
10 Farm Springs Road, MS 10FS-2
Farmington, CT 06032
Attention: David Platt, Associate General Counsel
Phone: (860) 728-7839
eFax: (860) 660-8849
Email: david.platt@utc.com

With a copy to:

Donald Bilder, UTC Project Manager
P.O. Box 3065
West Palm Beach, FL 33402
Phone: (561) 651-4147
eFax: (860) 353-5875
Email: donald.bilder@utc.com

If to WVWD:

West Valley Water District
855 West Baseline Road

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Rialto, CA 92337
Phone: (909) 875-1804
Attention: Matthew H. Litchfield, P.E.
Phone: 909-820-3701
Email: mlitchfield@wwwd.com

With a copy to:

Tafoya & Garcia, LLP
316 West 2nd Street, Suite 1000
Los Angeles, CA 90012
Phone: (213) 617-0800
Facsimile: (213) 617-2226
Attention: David J. Olivas

Such address(es) may be changed by notice to the other Party given in the same manner as above provided. Any notice, demand or request shall be deemed to be delivered (whether delivery was accepted or refused by the addressee Party) as follows: If sent pursuant to either clause (a) or (b), above, upon such personal service or upon dispatch by facsimile (provided that in the case of transmission by telephonic facsimile, the sender shall have obtained reliable written confirmation of such transmission), if such personal service or dispatch is made before or during business hours of a business day, and if not, upon the next succeeding business day; if sent pursuant to clause (c), above, upon the business day indicated by such courier's proof of delivery; and if sent pursuant to clause (d), upon the date of delivery as evidenced by the return receipt.

10.14. Terms of Agreement Prevail:

If there are any conflicts between the terms of this Agreement and any terms or conditions provided in the attached Appendices, the terms of the Agreement shall prevail.

10.15. Assignment

The respective rights and obligations of the Parties under this Agreement may not be assigned by either Party without the consent of the other Party, which consent may be withheld in such Party's sole and absolute discretion.

10.16. Applicable Law

The Parties agree and acknowledge that the obligations of the Parties are subject to Applicable Law.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

WEST VALLEY WATER DISTRICT

By: _____
Name: _____
Title: _____
Date: _____
Hereunto Duly Authorized

GOODRICH CORPORATION

By: Christopher Feddesen
Name: Christopher Feddesen
Title: Vice President & General Counsel
Date: Feb. 2, 2017
Hereunto Duly Authorized

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10.16. Applicable Law

The Parties agree and acknowledge that the obligations of the Parties are subject to Applicable Law.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.

WEST VALLEY WATER DISTRICT

By: *Clifford J. Jones*
Name: Clifford JONES
Title: President
Date: 1/22/2016
Hereunto Duly Authorized

GOODRICH CORPORATION

By: _____
Name: _____
Title: _____
Date: _____
Hereunto Duly Authorized

**APPENDIX A
REMEDY RIGHTS ESTIMATE**

Category	Full Acre Feet (100%)	~Continuous GPM	2014/2015 Acre Feet (-32%)	~Continuous GPM	Minimum Acre Feet (-50%)	~Continuous GPM
West Valley Water District Base Restricted Right	6,104	3,784	4,415	2,573	3,052	1,892
Reserve: Well 54 (1,000 AF)	-1,000	-620	-1,000	-620	-1,000	-620
Reserve: WHT Project and FXB (1,500 gpm)	-2,420	-1,500	-2,420	-1,500	-2,420	-1,500
Available for Remedy, Beyond Reserves	2,684	1,664	731	453	-368	-228

Appendix B

Extraction and Treatment Protocol

- 1) Subject to the Operating Parameters and Permissible Variances below, WVWD shall:
 - a) Extract groundwater from Well 6 and Well 11; or Wells 6 and 11 and other existing or new wells; or other existing or new wells (instead of Wells 6 and 11) at the rates, volumes, and hours detailed below;
 - b) During the Pre-ROD period, treat extracted groundwater at the WTP and, in the event it is constructed by WVWD, the FXB System. During the Post-ROD period, treat extracted groundwater at the WTP and, in the event it is constructed by WVWD, the FXB System, or WVWD IX Systems, or any other systems that may be constructed in the future, subject to Section 3.1.2(f) of the Agreement, such that extracted water meets Applicable Standards; and
 - c) Accept such treated water into its drinking water supply system and/or discharge the treated water into the Cactus Basin.

- 2) The following Operating Parameters shall govern the extraction and treatment of groundwater by WVWD:
 - a) The extraction of groundwater from Well 6 and Well 11: or Wells 6 and 11 and other existing or new wells; or other existing or new wells (instead of Wells 6 and 11) shall be balanced to optimize the removal and containment of Basin Contaminants
 - b) The District shall use commercially reasonable efforts to extract water 24 hours per day, 7 days per week, subject to the variances in operation set forth in Paragraph 3 of this Appendix.
 - c) The combined extraction rate from the wells shall be established by Goodrich, in consultation with WVWD, based on the objectives of the overall groundwater remedy being implemented for OU2.
 - d) At Goodrich's request, WVWD shall within a reasonable timeframe following notification, adjust the combined extraction rate with a minimum flow required for operation of the WTP (750 gpm adjusted to 1,500 gpm total in the event WVWD constructs the FXB System).
 - e) Further, if Goodrich determines it to be technically or financially beneficial, and subject to Available Water Rights, WVWD shall at Goodrich's request allow water from Well 6 and Well 11, or Wells 6 and 11 and other existing or new wells, or other existing or new wells (instead of Wells 6 and 11), in excess of the minimum flow required for operation of the WTP (750 gpm adjusted to 1,500 gpm total in

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- the event WVWD constructs the FXB System), to be treated using the WVWD IX Systems or any other treatment systems that may be constructed in the future. Similarly, if Goodrich wants to allow water from other extraction wells to be treated at the WTP it shall submit its request to WVWD, subject to the approval process provided for in Section 3.1.1(c)(i).
- f) **Regular Meetings of the Parties:** Goodrich and WVWD shall meet by phone once a month (or as necessary) to exchange information and to discuss the operations of the WTP and any operating issues related thereto.
 - g) Goodrich shall submit all requests for changes in system operations to WVWD in writing to a designated technical point of contact. WVWD shall review and approve such proposed changes, and such approval shall not be unreasonably withheld so long as such changes do not result in material, unreasonable interference with WVWD's operations. In the event that WVWD objects to any requested changes, such objections shall be provided in writing within ten (14) days to a designated technical point of contact. The Parties are obligated to meet and confer regarding the dispute, and if the Parties cannot resolve the issue, the matter shall be submitted to the Dispute Resolution process as set forth in the Agreement. Following completion of any requested changes to system operation, WVWD shall provide written confirmation to Goodrich to a designated technical point of contact.
 - h) Payment of O&M Costs incurred by WVWD is discussed in Appendix C.
- 3) **Permissible Variances to the Operating Parameters for Extraction and Treatment are set forth below:**
- a) The above criteria are not intended to prohibit WVWD from performing routine and non-routine maintenance, including repair and replacement.
 - b) WVWD can make any necessary short-term adjustments to the rates, volumes, and hours of system-wide operational activities that are necessary for the safe and reliable operation of its water supply system and protection of public health or employee safety. Short-term shall be defined as fifteen (15) days or less in continuous duration and such adjustments shall not exceed thirty (30) days in any calendar quarter. WVWD shall notify Goodrich within five (5) business days regarding any deviations in rates, volumes and/or hours of operation in excess of the above.
 - c) WVWD must notify Goodrich seven (7) calendar days in advance of any longer term adjustments that are believed to be required for the safe and reliable operation of its water supply system, and shall work in good faith to minimize the impacts of such adjustments to Goodrich's goals of contaminant mass removal and groundwater plume containment.

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- 4) If there are any conflicts between this Appendix and the Agreement, the terms of the Agreement shall prevail.
- 5) When submitting any notice or requests for response pursuant to any section in this Appendix, the requesting party must include the specific section of this Appendix that it is referring to and the required response time.

APPENDIX C**Reimbursement Payments by Goodrich to WVWD****Pre-ROD Period O&M Cost Payments by Goodrich**

By November 1st of each year, WVWD shall provide Goodrich with an estimate of O&M Costs for the upcoming calendar year.

WVWD shall advise in writing the bank and account information to which Goodrich is to make electronic payments for O&M Costs.

Goodrich shall make quarterly deposits of one-quarter of the estimated annual O&M Costs (up to a maximum of \$175,000 quarterly) in the Pre-ROD Period. Deposits shall be made 15 days prior to the start of each quarter (January 1st, April 1st, July 1st and October 1st).

Any interest earned on monies deposited in the account shall be credited to Goodrich and may be used to offset future quarterly payments.

WVWD shall debit the account monthly.

WVWD shall provide itemized quarterly statements no later than 45 days after the end of each quarter. Backup must include: 1) Employee Names, 2) Labor Rates, 3) Labor Hours, 4) Unit Rates, 5) Unit Quantities 6) Copies of third party supplier and vendor invoices, and other pertinent information such that the statement can be reconciled.

WVWD shall provide an annual statement no later than 45 days after the end of each calendar year. If the proceeding years total O&M Costs (up to a maximum of \$700,000) exceeded the total of the quarterly payments, Goodrich shall deposit into the account the unpaid balance within 45 days. If the proceeding years total O&M Costs were less than the total of the quarterly payments, Goodrich may utilize the balance as a credit against the next quarterly O&M payment.

Goodrich can challenge any payments deducted by WVWD within thirty (30) days from receipt of WVWD quarterly statements, and if Goodrich prevails, Goodrich receives the full amount back plus ten percent (10%) interest. Such disputes are handled through the procedures set for in Article 6.

Full Reimbursement Period O&M Cost Payments by Goodrich

By November 1st of each year, WVWD shall prepare a water budget and a reimbursement budget, utilizing the prior year's baseline costs.

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Goodrich shall make quarterly deposits of one-quarter of the estimated annual O&M Costs in the Full Reimbursement Period into a mutually agreed upon account. Deposits shall be made 15 days prior to the start of each quarter (January 1st, April 1st, July 1st and October 1st).

Any interest earned on monies deposited in the account shall be credited to Goodrich and may be used to offset future quarterly payments. WVWD shall debit the account monthly.

WVWD shall provide itemized quarterly statements to Goodrich no later than 45 days after the end of each quarter. Backup must include: 1) Employee Names, 2) Labor Rates, 3) Labor Hours, 4) Unit Rates, 5) Unit Quantities 6) Copies of third party supplier and vendor invoices, and other pertinent information such that the statement can be reconciled.

WVWD shall provide an annual statement no later than 45 days after the end of each calendar year. If the proceeding years total O&M Costs exceeded the total of the quarterly payments, Goodrich shall deposit into the account the unpaid balance within 45 days. If the proceeding years total O&M Costs were less than the total of the quarterly payments, Goodrich may utilize the balance as a credit against the next quarterly O&M payment.

Goodrich can challenge any payments deducted by WVWD within thirty (30) days from receipt of WVWD quarterly statements, and if Goodrich prevails, Goodrich receives the full amount back plus ten percent (10%) interest. Such disputes are handled through the procedures set for in Article 6.

Non-Routine O&M Costs

WVWD shall advise in writing the bank and account information to which Goodrich is to make electronic payments for Non-Routine O&M Costs.

Goodrich shall make an initial payment of \$50,000 into this account within 45 days of execution of this agreement.

WVWD shall submit an itemized statement to Goodrich for any Non-Routine O&M Costs for which reimbursement is requested. Backup must include: 1) Employee Names, 2) Labor Rates, 3) Labor Hours, 4) Unit Rates, 5) Unit Quantities 6) Copies of third party supplier and vendor invoices, and other pertinent information such that the requested invoice amount can be reconciled.

Within 30 days of receipt of a statement for Non-Routine O&M Costs, Goodrich shall in writing either authorize WVWD to debit the Non-Routine O&M account for the requested amount or a provide written statement as to why the costs are not believed to constitute Non-Routine O&M Costs. Such disputed costs shall be handled through the procedures set for in Article 6.

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Whenever the balance in the Non-Routine O&M account falls below \$10,000, Goodrich shall within 45 days make a deposit to restore the balance of the account to a minimum of \$50,000.

Whenever the amount of an authorized Non-Routine O&M Cost is greater than the balance in the Non-Routine O&M account, Goodrich shall within 45 days make a deposit sufficient to cover the cost of the Non-Routine O&M Cost and to restore the post payment balance of the account to a minimum of \$50,000.

EXHIBIT B

AMENDMENT NO. 1 TO

ROCKETS, FIREWORKS AND FLARES SUPERFUND

SITE REMEDIATION AGREEMENT

BETWEEN

GOODRICH CORPORATION AND WEST VALLEY WATER DISTRICT

THIS FIRST AMENDMENT TO ROCKETS, FIREWORKS AND FLARES SITE REMEDIATION AGREEMENT (the "Amendment") is effective as of January 1, 2023 (the "Amendment Effective Date") by and between GOODRICH CORPORATION, a Delaware corporation with a place of business at 2730 West Tyvola Road, Charlotte, North Carolina ("Goodrich") and the WEST VALLEY WATER DISTRICT, a California public water district, with a place of business at 855 Baseline Road, Rialto, California ("WVWD") (Goodrich and WVWD each individually referred to as a "Party", and collectively referred to as the "Parties").

RECITALS

WHEREAS, the Parties entered into the Rockets, Fireworks and Flares Site Remediation Agreement effective as of January 1, 2014 (the "Agreement");

WHEREAS, Paragraph 3.1.2(g) of the Agreement provides Goodrich the option to pursue Additional Activities, and Goodrich has elected to pursue such option;

WHEREAS, Goodrich's currently anticipates that its Additional Activities will generally involve modifying certain of WVWD's infrastructure to extract and treat groundwater, including discontinuing the use of the FBR System without repayment of grant funds, replacing the FBR) System with WVWD's Ion Exchange (IX) Systems, and employing use of one or more of the Cactus Basin, Randall Basin and Mill Basin for certain discharges;

WHEREAS, the Parties believe that pursuit of Goodrich's Additional Activities merits certain minor modifications to, and clarifications of, the terms of the Agreement;

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized defined terms used in this Amendment, unless defined herein, shall have the meanings and definitions set forth in the Agreement.
2. The Parties acknowledge and agree that the terms of this Amendment are intended to modify and clarify the Agreement as specified herein, and that all other terms of the Agreement shall remain unchanged and in full force and effect.

3. The Parties hereby acknowledge and agree that the US EPA issued the OU2 ROD on September 2, 2022, and that as a result of the terms of such OU2 ROD, and to address such OU2 ROD requirements, Goodrich has provided notice to WVWD that it has exercised its option to conduct Additional Activities. Such Additional Activities, which are subject to USEPA's approval and modification in the first instance and over the course of Goodrich's OU2 ROD implementation activities, are anticipated to include (1) utilization of WVWD's IX Systems located at the WVWD headquarters and adjacent to the Rialto high school to address groundwater extraction and treatment activities mandated by the OU2 ROD, and (2) employing use of one or more of the Cactus Basin, Randall Basin and Mill Basin for certain discharges. In the event that other or modified Additional Activities are later identified, the Parties shall cooperate in implementing such Additional Activities, and as necessary shall negotiate in good faith any subsequent amendment to the Agreement. The O&M Costs associated with any Additional Activities shall now also include pumping costs whenever such pumping does not result in potable water entering WVWD's potable system.
4. (a) In order to facilitate Goodrich's Additional Activities, WVWD has sought and obtained necessary approvals to discontinue the FXB System, and has agreed to use its reasonable best efforts to seek and obtain necessary approvals to discontinue the FBR System. The Parties shall coordinate and cooperate to prepare any agency or other submissions necessary to obtain any necessary approvals to discontinue use of the FBR System in a manner that does not impose financial penalties (e.g. grant repayment requirements) in connection with such discontinuation. The Parties acknowledge and agree that the provisions of the Agreement relating to the FXB System are no longer applicable, and that once approval to discontinue the use of the FBR System has been obtained, and transition to the WVWD IX Systems has been completed, the provisions in the Agreement relating to the FBR System, including the requirement for a minimum flow of 750 gallons per minute to the Wellhead Treatment Project, shall be applied to WVWD's IX System located at WVWD headquarters for such period as Goodrich is required by USEPA to extract and treat groundwater from Rialto-6.
 - (b) As part of the implementation of the specified Additional Activities, the Parties shall engage in the following activities:
 - (1) In order to obtain any necessary approvals to discontinue the FBR System, WVWD shall prepare and submit any necessary requests, reports and related materials to any relevant agencies. No later than fifteen (15) days prior to any submission, WVWD shall share drafts of such materials with Goodrich for review, and shall reasonably consider any Goodrich comments concerning such materials.
 - (2) Goodrich shall provide technical assistance to WVWD in preparing any necessary submissions.

- (3) Goodrich shall reimburse WVWD for all reasonable Project Costs associated with the preparation of any necessary submissions, including third party consulting services subject to advance notification to Goodrich,
 - (4) Goodrich shall make its reasonable best efforts to assist WVWD in reasonably minimizing any disruption to WVWD's operations in connection with the transition from the FBR System to the IX Systems, including minimizing the transition time associated with such process.
 - (5) The Parties acknowledge that Goodrich's Additional Activities are subject to review and approval by US EPA, and agree to reasonably cooperate in terms of coordinating actions necessary to obtain such approvals. WVWD agrees to participate in any filings or submissions necessary to implement the Additional Activities that involve activities or processes integral to the WVWD water system, including as an example the execution of applications for permits or other approvals from relevant stakeholders.
5. Upon shutdown of the FBR and concurrent startup of WVWD's headquarters IX system and the IX system adjacent to Rialto High School for use by Goodrich, Paragraph 3.1.2(d)(i)(B) of the Agreement shall be deleted.
 6. Upon shutdown of the FBR and concurrent startup of WVWD's headquarters IX system and the IX system adjacent to Rialto High School for use by Goodrich, Appendix C, Full Reimbursement Period O&M Cost Payments by Goodrich, shall be modified by addition of the following to the end of the Section:

"O&M labor costs to be reimbursed by Goodrich shall be calculated as follows:

The total amount of documented labor costs (salary and benefits) associated with O&M of WVWD production wells, IX systems used to treat perchlorate, booster pump stations, valve stations, reservoirs, and associated SCADA systems shall be multiplied by a ratio of the number of WVWD production wells used by Goodrich divided by the total number of permitted and operational wells available to WVWD. The resulting amount shall then be reduced by 10% and shall constitute the amount to be reimbursed by Goodrich; provided, however, that in no case shall Goodrich be required to reimburse WVWD more than 6% of total O&M labor costs if one production well is used by Goodrich, 10.5% if two production wells are used, or 16% if three production wells are used during a year."

7. In the event that WVWD is unsuccessful in obtaining the unconditional approval to discontinue use of the FBR System, the provisions of this Amendment shall be null and void except for Goodrich's reimbursement obligation set forth in Section 4.(b)(3), which shall remain in full force and effect for all costs incurred by WVWD until Goodrich provides written notice to WVWD to cease work as described in Section 4.(b); provided, that in the event that conditions are imposed by third

parties on the discontinuation of the FBR System, Goodrich shall have the right but not the obligation to satisfy such conditions on WVWD's behalf, in which case the terms of this Amendment shall continue to be valid and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the Amendment Effective Date.

WEST VALLEY WATER DISTRICT

By: _____
Van Jew
Acting General Manager
Date: _____
Hereunto Duly Authorized

APPROVED AS TO FORM

By: _____
Vincent C. Ewing
Interim General Counsel
Date: _____

ATTESTED

By: _____
Elvia Dominguez
Board Secretary
Date: _____

GOODRICH CORPORATION

By: _____
Name: _____
Title: _____
Date: _____
Hereunto Duly Authorized

EXHIBIT C

From: [Chang, Wei@Waterboards](mailto:Chang.We@Waterboards)
To: [Rangi, Aparjeet@Waterboards](mailto:Rangi.Aparjeet@Waterboards); [Joanne Chan](mailto:Joanne.Chan)
Subject: DDW supports FBR decommissioning
Date: Tuesday, February 14, 2023 6:14:11 PM
Attachments: [FBR Decommissioning.pdf](#)
[CDPH FBR Funding Agreement No. 84-10C15.pdf](#)

Aparjeet Rangi and Joanne Chan,

State Water Resources Control Board (SWRCB, formerly California Department of Public Health) awarded a \$10 million grant to West Valley Water District (WVWD) for the construction and installation of a fluidized bed biological reactor (FBR) water treatment system. The funding agreement is attached. SWRCB, Division of Drinking Water (DDW) permitted the FBR in 2016 and WVWD has been operating the FBR since then.

In a letter dated September 26, 2022 (attached), WVWD requests SWRCB consider approving the decommissioning of FBR. Reasons for this request can be found in the attached letter. SWRCB, Division of Financial Assistance (DFA) expressed interest in a statement of support from DDW for WVWD's request to decommission the FBR.

This email is inform DFA that DDW supports the request from WVWD to decommission the fluidized bed biological reactor (FBR) water treatment system.

Based on the experience working with WVWD on the operations of FBR, DDW understands the challenges and obstacles from operating the FBR, which is a very unique treatment system that utilizes biological treatment technology. The FBR is the first biological treatment system permitted in California and DDW understands that FBR decommissioning is a difficult decision that WVWD had to make. DDW has no objection to FBR decommissioning.

As the average perchlorate in Rialto Well 6 still exceeds 10 times of the Maximum Contaminant Level of 6 microgram per liter, treatment for perchlorate removal is required should WVWD need to operate Rialto Well 6. WVWD should consider repurposing FBR and utilizing other treatment (ex: ion exchange) to remove perchlorate from drinking water wells.

Please contact me with any questions or if you would like me to put this email in letter form. Thank you.

Wei H. Chang, P.E.

San Bernardino District Engineer

Division of Drinking Water

464 W 4th St. Ste 437, San Bernardino, CA 92401

Tel: (909) 383-6029 / Fax: (909) 383-4745

Wei.Chang@waterboards.ca.gov

PLEASE NOTE that for the foreseeable future our office staff will be teleworking. The most effective way of reaching me for the time being is through email; I will however be checking my voicemail daily.



Do you need to print this e-mail? Think twice and if yes, please print double sided or use recycled papers.

From: [Rangi, Aparjeet@Waterboards](mailto:Rangi.Aparjeet@Waterboards)
To: [Joanne Chan](mailto:Joanne.Chan)
Subject: FW: Rockets Fireworks and Flares Site - Rialto CA
Date: Tuesday, February 7, 2023 1:24:50 PM
Attachments: [image001.jpg](#)

Thanks
Aparjeet

From: Praskins, Wayne <Praskins.Wayne@epa.gov>
Sent: Monday, January 30, 2023 12:22 PM
To: Rangi, Aparjeet@Waterboards <Aparjeet.Rangi@Waterboards.ca.gov>
Subject: RE: Rockets Fireworks and Flares Site - Rialto CA

EXTERNAL:

Aparjeet -

In a letter dated September 26, 2022, West Valley Water District (WVWD) wrote to you requesting that the State Water Resources Control Board (SWRCB) approve the decommissioning of WVWD's fluidized bed biological reactor (FBR) water treatment system. We understand that the SWRCB supported the construction of the FBR with a \$10 million grant awarded in 2010, construction began in 2011, and the project began operation in 2016. The FBR system is complex, incorporating a de-aeration tank, two FBR tanks, two re-aeration units, two clarification/ filtration units, and a solids handling system.

You expressed interest in a statement of support from EPA for WVWD's request to decommission the FBR.

In a September 2, 2022, Record of Decision (ROD), EPA adopted a cleanup plan for the mid-basin operable unit at the Rockets, Fireworks, and Flares Superfund Site in the Rialto-Colton area in southern California. The ROD identifies the WVWD Headquarters location, where the FBR is located, as one of several possible sites for treatment of perchlorate-contaminated groundwater extracted from the "leading edge" of the cleanup. The ROD also identifies a second WVWD site near Rialto High School, where existing ion exchange systems are located, at as a possible water treatment site.

As stated in the ROD, EPA supports the use of the existing ion exchange systems at Rialto High School for treatment of water from the leading edge area of the RFF Site, rather than the FBR. Our reasons are: i) the shorter distance from the planned groundwater extraction area to the Rialto High School location; ii) opposition expressed by the City of Rialto to a pipeline transporting contaminated water through the city; and iii) concerns about the long-term use of the FBR given its complexity and lower reliability compared to ion exchange.

Considering the above, we have no objections to decommissioning of the FBR. Please contact me

with any questions or if you would like me to put this email in letter form.

Wayne Praskins

U.S. Environmental Protection Agency Region 9

75 Hawthorne St.

San Francisco, CA 94105

415-972-3181



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: CONTRACT WITH WESTBROOK FENCE, INC. IN THE AMOUNT OF \$158,473.00 FOR INSTALLATION OF IRON FENCE AT WELL 42 AND MATERIAL YARD SITES

BACKGROUND:

West Valley Water District (District) Well 42 located at 295 E. San Bernardino Ave. in Rialto and Material Yard located at 6624 N. Linden Ave. in Rialto have in recent times been broken into, vandalized, and burglarized. The perpetrators either cut or hopped over the existing chain link fence, sprayed graffiti, damaged a portable toilet, copper and brass fittings were stolen, and chlorine injectors were broken. District staff have replaced the existing chain link fence multiple times, repaired broken components, and performed site cleanup after each incident. One solution to this ongoing security issue is to construct a wrought fence, which would be much more difficult to cut and would thereby better protect District assets.

District staff have identified a need to remove existing chain link fence at the two sites, to install approximately 930 linear feet of 8-foot-high iron fence with arched top pickets and two (2) 8 ft. x 20 ft. iron double swing gates at material yard and install approximately 410 linear feet of 8-foot-high iron fence with arched top pickets and one (1) 8 ft. x 20 ft. iron double swing gate at Well 42.

DISCUSSION:

On February 8, 2023, a Request for Bids (RFBs) was issued and publicly advertised on PlanetBids. Nine (9) firms attended a mandatory pre-bid meeting and job walk on February 16, 2023. Seven (7) firms – Westbrook Fence, Inc, Irvine Fence Inc., Valley Cities Gonzales Fence Inc., Harris Steel Fence Co., Inc., Red Hawk Services Inc., Alta Fencing Company, and Quality Fence Co Inc. – submitted bids to provide the specified services. Attached as **Exhibit A** is the RFBs for Wrought Iron Fence and Gates for Well 42 and Material Yard.

The seven bids were as follows:

Firm	Bid Amount
Westbrook Fence, Inc.	\$158,473.00
Irvine Fence Inc.	\$176,145.00
Valley Cities Gonzales Fence Inc.	\$215,291.00

Harris Steel Fence Co., Inc.	\$273,360.00
Red Hawk Services Inc.	\$357,915.67
Alta Fencing Company	\$395,300.00
Quality Fence Co Inc.	\$427,200.00

Based on information received, District staff examined the lowest bid submitted by Westbrook Fence, Inc. and found it to be in conformance with the requirements of the project.

FISCAL IMPACT:

This item is included in the Fiscal Year 2021/22 Capital Improvement (CIP) budget and will be funded from Project Numbers W22032 titled “Iron Fencing at Well 42 Site” and W23006 titled “Iron Fencing at Linden Material Supply Yard” with a budget of \$245,000.00.

STAFF RECOMMENDATION:

Approve a contract with Westbrook Fence, Inc. in the amount of \$158,473.00 for installation of iron fence at Well 42 and Material Yard sites.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:jc

ATTACHMENT(S):

1. Exhibit A - RFBs for Wrought Iron Fence and Gates for Well 42 and Material Yard

MEETING HISTORY:

03/21/23 Engineering, Operations and Planning Committee REFERRED TO BOARD

EXHIBIT A



REQUEST FOR BIDS (RFB)
Wrought Iron Fence and Gates for Material Yard and Well 42

INVITATION

The West Valley Water District (“District”) is seeking the services of a qualified, experienced contractor to furnish all labor, material and equipment, perform and complete all work required for the Wrought Iron Fence and Gates for Well 42 and Material Yard project.

No bids shall be submitted on Planet Bids (PB) after **4:00 p.m. on Monday, February 27, 2023.** Late qualification documents will not be accepted.

Participating Contractors are to attend a mandatory pre-bid meeting/job walk on February 16, 2023 at 9 AM at the material yard located at 6624 N. Linden Ave. in Rialto, the corner of Linden Ave. and Vineyard Ave. Well 42 site located at 295 E. San Bernardino Ave. in Rialto will also be visited; driveway entrance on Wildrose Ave.

During the RFB process, consultants shall direct all questions in Planet Bids. Responses to questions received four (4) days prior to the RFB deadline will not be available. If there is any revision to the RFB, an addendum will be issued on Planet Bids (PB) and made available to all firms receiving RFB documents. Furthermore, all inquiries, addendums, questions, requests will be facilitated solely through Planet Bids.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30000 of the Water Code) of the State of California. The District serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The District’s service area includes a large amount of undeveloped land which is described in various specific plans.

The District’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

SCHEDULE OF EVENTS

2/8/2023	Issuance of Request for Bids
2/16/2023	Mandatory Job Walk at 9 AM
2/21/2023	Deadline for Written Questions
2/27/2023	Bids Due by 4:00 PM
4/6/2023	District Approval of Contract (est. date)
4/10/2023	Issuance of Notice-to-Proceed (est. date)

SCOPE OF WORK

Contractor shall furnish all equipment, labor, and material to remove existing chain link fence, properly and legally dispose of all waste associated with demolishing the existing chain link fence and installing the new wrought iron fence, and install new wrought iron fence and associated gates at two (2) of District's sites, Material yard and Well 42.

The **Material Yard** is located at 6624 N. Linden Ave. in Rialto and it's on the corner of Linden Ave. and Vineyard Ave. See map below:



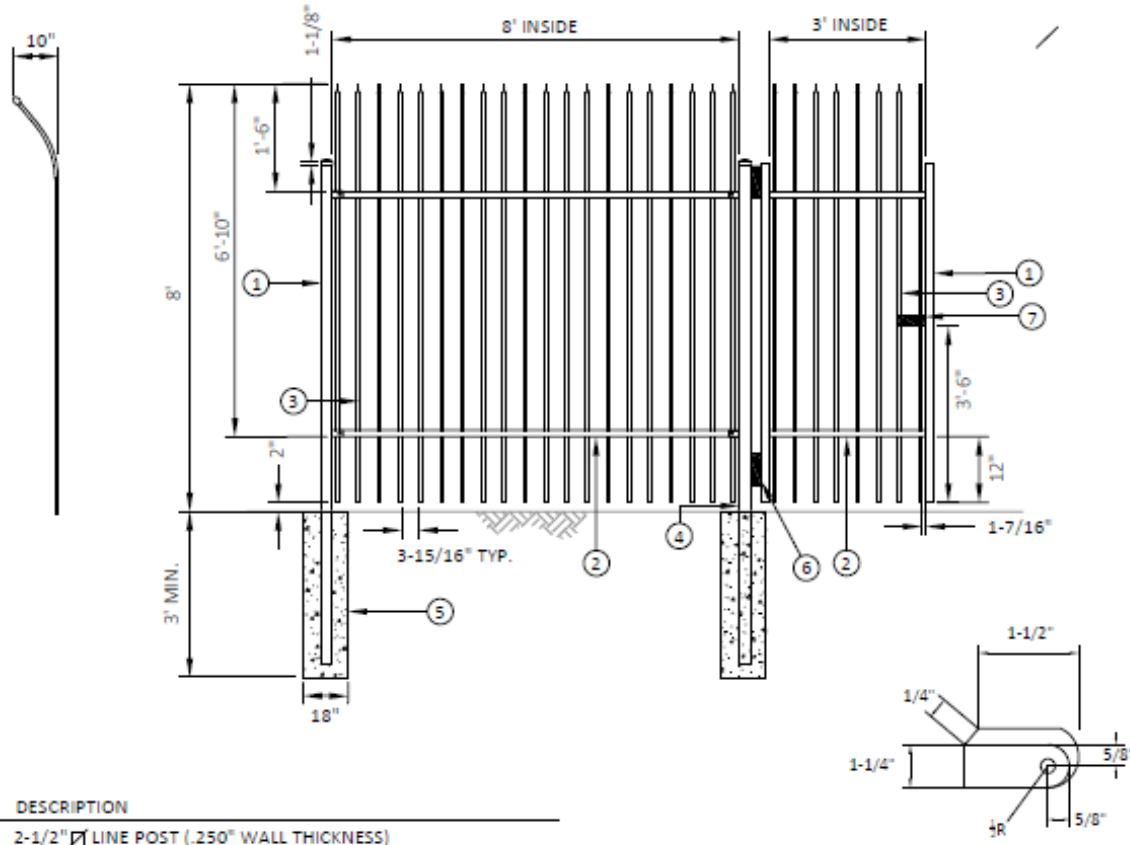
There will be approximately 930 linear feet of 8-foot-high wrought iron fence with arched top pickets be installed and two (2) 8 ft. x 20 ft. iron double swing gates with arched top pickets to match fence be installed at material yard.

The **Well 42** site is located at 295 E. San Bernardino Ave. in Rialto. Driveway entrance is on Wildrose Ave. See map below:

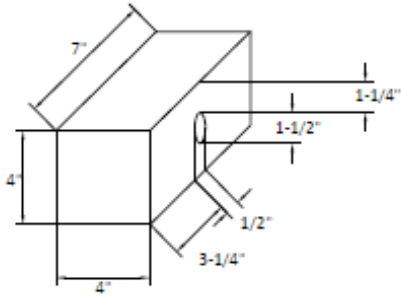


There will be approximately 410 linear feet of 8-foot-high wrought iron fence with arched top pickets be installed and one (1) 8 ft. x 20 ft. iron double swing gates with arched top pickets to match fence be installed at Well 42.

All work must be performed in accordance with the drawings below:

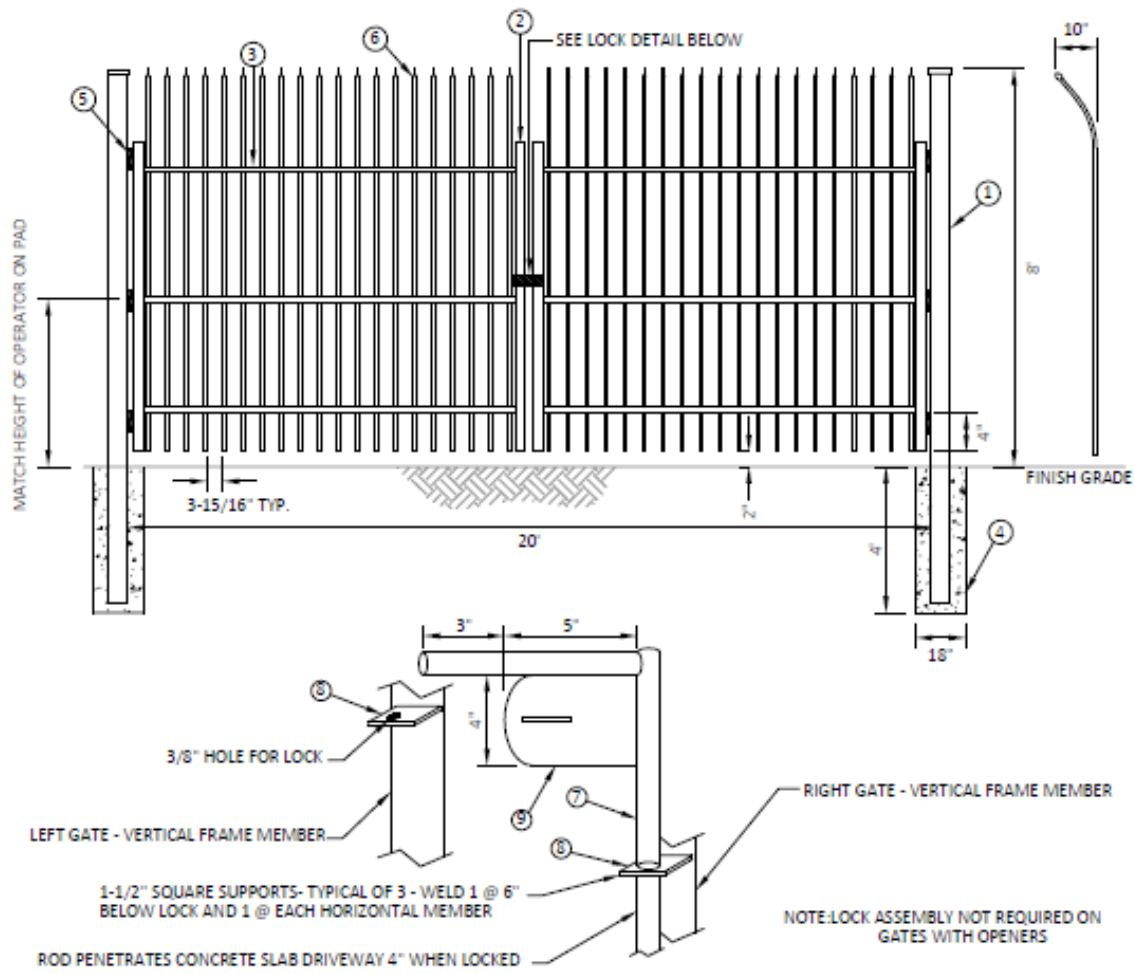


ITEM	DESCRIPTION
①	2-1/2" \square LINE POST (.250" WALL THICKNESS)
②	HORIZONTAL RAIL 1-1/2" SQUARE TUBE (.125" WALL THICKNESS)
③	VERTICAL MEMBERS - 1" \square (.090" WALL THICKNESS) w/SPEAR HEAD
④	4" \square GATE POST (.250" WALL THICKNESS)
⑤	5 SACK CONCRETE (3/4" ROCK)
⑥	6" BARREL HINGE W/ GREASE ZIRK - TYPICAL OF TWO
⑦	SEE LOCKING DEVICE DETAIL
⑧	ALL MATERIAL IS POWDER COATED BLACK



LOCKING DEVICE DETAIL (NTS)

NOTES
 1. LOCKING DEVICE BOX TO BE MADE OF 3/16" THICKNESS STEEL



LOCK DETAIL

ITEM	DESCRIPTION
①	DRIVE GATE POST - MINIMUM 4" SQUARE TUBING OR AS DETERMINED BY THE DEPARTMENT (.250" WALL THICKNESS)
②	VERTICAL FRAME MEMBER 1-1/2" SQUARE TUBE (.125" WALL THICKNESS)
③	HORIZONTAL RAIL 1-1/2" SQUARE TUBING (.125" WALL THICKNESS)
④	5 SACK CONCRETE (3/4" ROCK)
⑤	6" BARREL HINGE W/ GREASE ZIRK - 3 PER GATE (1@ EACH HORIZONTAL MEMBER)
⑥	VERTICAL MEMBERS - 1" \square (.090" WALL THICKNESS) WITH SPEAR HEAD
⑦	3/4" SOLID ROUND STOCK
⑧	1/4" x 1-1/2" FLAT STEEL PLATE (CUT TO 1-1/2" x 1-1/2")
⑨	1/4" STEEL PLATE
⑩	COATING - ALL MATERIAL IS POWDER COATED BLACK

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, Dig Alert requirements, and current building code requirements.

Site protection /cleanup: The contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

The contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

The contractor shall coordinate all fencing measurements with West Valley Water District staff.

The contractor shall properly and legally dispose of all waste associated with the fencing project.

WARRANTY REQUIREMENT

Contractor shall provide a material and workmanship warranty of two (2) years.

BID REQUIREMENTS

Although the District requires no specific format, this section is intended to provide guidelines to the firm regarding features that the District will look for and expect to be included in the bid.

1. Content & Format

The District requests that bids submitted be organized and presented in a neat and logical format and are relevant to these services. The contractors' bids shall be clear, accurate and comprehensive. Excessive or irrelevant material will not be favorably received.

Bids should include the following:

- Transmittal/offer letter signed by an individual authorized to act on behalf of the Firm.
- Index/Table of Contents.
- Project Approach & Scope of Work
- Costs (not-to-exceed rate)
- References

GENERAL REQUIREMENTS

1. Bids

Bids must be submitted on blank forms prepared and furnished with this Request for Bids, for that purpose. Contractors may obtain copies of the specifications through the District's Planet Bids (PB) electronic bidding system. Only bids submitted in electronic format through the District's PB site will be accepted.

2. Prevailing Wages

Contractors on this Work will be required to comply with the President's Executive Order No. 11246 (Equal Employment Opportunity Clause) as amended, California Government Code Section 12900 et. seq., California Labor Code Section 177.6 and implementing

regulations concerning equal opportunity for Apprentices.

The Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general rate for holiday and over-time work in the locality in which the work is to be performed for each craft or type of workmen needed to execute the Contract of Work as hereinafter set forth (see Labor Code 1770 et. seq., effective January 1, 1977). Copies of the rates are available online at <http://www.dir.ca.gov/oprl>. The successful Contractor shall provide a copy of such determinations to each crew working on this maintenance contract. Attention is called to the fact that not less than the minimum salaries and wages shall be paid on these Projects by all Contractors and Subcontractors.

Pursuant to Section 1740 of the California Labor Code, contractors are notified that the said wage rates shall be subject to modification to comply with revisions in Federal Minimum Wage schedules without necessity of republication.

3. Department of Industrial Relations Compliance

West Valley Water District requires all contractors/vendors to be registered with the State of California Department of Industrial Relations (DIR). This provision applies to all public works contracts in excess of \$15,000 or more. *Public Works* is defined as “*construction, alteration, demolition and installation, or repair work (including maintenance) performed under a contract utilizing public funds.*” ***All bidders or contractors must provide proof of registration with the DIR in their bids or the bid will be rejected.***

4. Workers Compensation Clause

The Contractor and its Subcontractor(s) shall comply with the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code.

5. Payment

Payments will be made to the Contractor in accordance with the provisions of the specifications and on itemized estimates duly certified by the Contractor and approved by the District. Payment shall not be made more often than once each thirty (30) days.

6. Award and Execution

The award of contract, if made, will be made within thirty (30) calendar days from the date of the bid opening.

The Contractor shall execute the Agreement within fifteen (15) days from the date of the Notice of Award.

The Contractor shall receive the Notice to Proceed within ten (10) days from the date of the execution of the Agreement by the District and shall commence the maintenance work 10 days from the date of the Notice to Proceed. If at any time the Contractor fails to perform

the scheduled work, the District shall be notified in writing of the reason why the work was not performed and an alternate date scheduled with District staff. If the Contractor fails to perform the scheduled maintenance for more than thirty days, they will be notified in writing of the District's intent to terminate the contract.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contract to the lowest responsible responsive bidder. No bidder may withdraw his bid and the bid is to remain firm for a period of ninety (90) days after bid opening.

7. Contractual Documents

Contractual Documents, including specifications, may be downloaded through the District's Planet Bids (PB) System.

EVALUATION PROCESS AND SELECTION CRITERIA

The District's evaluation and selection process is based upon meeting all requirements listed in the scope of work. to the District. The district reserves the right to award project to the lowest responsible responsive bidder.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: APPROVAL OF THE PURCHASE AND PROFESSIONAL IMPLEMENTATION OF A FORTIVOICE CLOUD UNIFIED COMMUNICATIONS SYSTEM FROM AIR GAP LABS LLC

BACKGROUND:

West Valley Water District, (“District”), maintains an on-premise Cisco Unified Communications system to provide the phone, voicemail, and other communications services necessary to support business operations. The system is supported by two specialized servers that are approaching the end of their useful lifecycle. In addition, the system software is due for an upgrade. The FY 2023 Capital Budget included funding to upgrade the system.

When the current system was implemented about 15 years ago, on-premise systems were the only feasible option as hosted systems were just being developed. In the years since, hosted systems, also referred to as unified communications as a service (“UCaaS”), have matured. Because the current system is due for both hardware replacement and software upgrades the timing was ideal for considering switching from the current on-premise communications system to a UCaaS system.

Staff previously presented to the Safety and Technology Committee an assessment of the options and recommended switching to a UCaaS system because of the anticipated benefits. The assessment included a preliminary cost analysis, which suggested that the switch could result in lower annual costs. The Safety and Technology Committee provided direction for staff to evaluate UCaaS systems for implementation.

DISCUSSION:

Staff contacted several UCaaS vendors and engaged in preliminary discussions of their system capabilities, with the objective of the identifying systems that could best meet the general communications needs of the District as well as the specific needs of the Customer Service staff, (call queues, reporting, recording, etc.). Based on those discussions, representatives were invited to demonstrate how the systems offered by 3CX, FortiVoice, 8x8, and RingCentral could meet the District’s needs. Although each system was able to meet the needs of the Customer Service staff, FortiVoice was identified as the preferred system.

The cost analysis below annualizes the various costs associated with the current system. That

annualized cost of \$39,825 per year allows for a better comparison with other systems.

Current Phone System Costs Annualized			
Detail	Cost	Yrs	Cost/Yr
Servers	15,425	5	3,085
Software upgrades	21,000	3	7,000
PRI Service (telecom connection)	9,370	1	9,370
Licensing	16,738	1	16,738
Equip	18,160	5	3,632
			39,825

The table below summarizes the estimated costs to implement each system, (which includes one-time costs), as well as the estimated annualized costs. The quotes for 3CX, FortiVoice, 8x8, and RingCentral are included as **Exhibits A, B, C, & D** respectively.

Vendor	Project Costs for Year 1				Annualized Cost		
	One-Time Costs	Equip	Annual Service	Project Total	Equip 5 Yr Life	Annual Service	Total Annual
3CX	8,000	12,667	6,319	26,986	2,533	6,319	8,852
FortiVoice	16,201	20,105	12,712	49,018	4,021	12,712	16,733
8x8 ^A	5,488	-	40,455	45,943	3,632	40,455	44,087
RingCentral ^A	20,000	-	46,550	66,550	3,632	46,550	50,182

Note A: *The existing desk phones are compatible with 8x8 and RingCentral, so there would not be a need for a one-time purchase of new units. The annualized costs for the phones reflect the same amount as the current system.*

The estimated annualized cost per year for two of the systems was lower than the cost per year of the current system. The cost per year for the 3CX system is significantly lower than the cost of the FortiVoice system. However, because the Customer Service staff determined that FortiVoice best met the District's needs, FortiVoice is the recommended system. It should be noted that FortiVoice still results in a significant cost reduction compared to the current system.

FISCAL IMPACT:

The total cost of \$49,018 is included in the FY 2023 Operating Budget.

STAFF RECOMMENDATION:

Approve the purchase and professional implementation of FortiVoice Cloud Unified Communications System from Air Gap Labs LLC in the amount of \$49,018.

Respectfully Submitted,

Van Jew

Van Jew, Acting General Manager

VJ:js

ATTACHMENT(S):

1. Exhibit A - 3CX
2. Exhibit B - FortiVoice
3. Exhibit C - 8x8
4. Exhibit D - RingCentral

MEETING HISTORY:

03/14/23 Safety and Technology Committee REFERRED TO BOARD

EXHIBIT A

3CX



Estimate

Expiration Date: 03/27/2023

Quote Prepared For

Albert Clinger
West Valley Water District
 855 West Baseline Road
 Rialto, CA 92376
 United States
 Phone: 909-644-1012
 aclinger@wwwd.org

Quote Prepared By

David Martinez
Contoured Solutions
 241 E. Jefferson St
 Pomona, California 91767
 United States
 Phone:
 Fax:
Dmartinez@contouredsolutions.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Monthly Items					
1)	1	Cloud Virtual Machine Hosting	\$80.00	\$80.00	\$80.00
2)	1	Vitelity SIP Trunks (15000 Minutes)	\$280.00	\$280.00	\$280.00
3)	38	Additional DID Charge 38 additional DIDs (2 included with service)	\$1.00	\$1.00	\$38.00
4)	1	Virtual Analog Phone Line Digital SIP trunk with analog handoff via FXS gateway and/or Fax Enabled Device.	\$29.00	\$29.00	\$29.00
Monthly Total					\$427.00
Yearly Items					
5)	1	3CX - Professional - Annual License - 32 Simultaneous Calls	\$1,195.00	\$1,195.00	\$1,195.00
Yearly Total					\$1,195.00
One-Time Items					
6)	80	YEA-SIP-T53U Yealink Prime Business Phone with 3.7 Graphical LCD Screen with Built-In Bluetooth 4.2 (power supply not included)	\$137.00	\$137.00	\$10,960.00
7)	1	Intel - Session Border Controller Bridges cloud PBX to the local LAN	\$765.00	\$765.00	\$765.00
8)	1	3CX Installation, Porting, Configuration and Training	\$8,000.00	\$8,000.00	\$8,000.00
One-Time Total					\$19,725.00
Subtotal					\$21,347.00
Taxable (7.75%)					\$941.78
Total Taxes					\$941.78
Total					\$22,288.78

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

Authorizing Signature _____

Date _____

Interest Charges on Past Due Accounts and Collection Costs Overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

EXHIBIT B

FortiVoice



Quote

From **AirGap Labs LLC**
 3943 Irvine Blvd.
 Ste. # 662
 Irvine, CA 92602

Quote ID **611132**
 Issue Date 02/13/2023
 Subject FortiVoice Cloud 1-Year Quote

Quote For **West Valley Water District**
 855 W Baseline Rd, Rialto, CA 92376

Item Type	Description	Quantity	Unit Price	Amount
Product	FC-10-FOCLD-363-02-12 FortiVoice Cloud 1 Year FortiVoice Cloud-Standard Extension	80.00	\$65.35	\$5,228.00
Product	FC2-10-FOCLD-366-02-12 FortiVoice Cloud 1 Year	4.00	\$1,716.35	\$6,865.40
Product	FVE-200F8-BDL-247-12 FortiVoice-200F8 Hardware plus 24x7 FortiCare	1.00	\$2,957.35	\$2,957.35
Product	FON-480 FortiFone-480	80.00	\$214.35	\$17,148.00
Product	FVE-3RDPARTY-10 FortiVoice-3rd-Party-Phones License to add 10 3rd party phones to FortiVoice system (contact sales specialist for all inquiries)	1.00	\$618.35	\$618.35
Quote Total				\$32,817.10

Notes

This is a sales quotation. Shipping and expedite fees are extra. Prices are subject to change without notice. Based on FTQ-1963173 .



Quote

From **AirGap Labs LLC**
 3943 Irvine Blvd.
 Ste. # 662
 Irvine, CA 92602

Quote ID **611103**
 Issue Date 01/20/2023
 Subject FortiVoice Pro Services

Quote For **West Valley Water District**
 855 W Baseline Rd, Rialto, CA 92376

Item Type	Description	Quantity	Unit Price	Amount
Service	FortiVoice Pro Services tasks: Provision the FortiVoice Cloud for customer Review of Cisco Call Manager, Unity, UCCX and VoIP gateway settings to ensure smooth transition Review call flow with Customer Service including AutoAttendant and/or IVR and queueing Deploy FortiVoice hardware and FortiFones for customer Install and set up extensions for both internal and external users Create groups to manage calls and configuration options Set inbound and outbound dialing rules to meet customer requirements Use and manage Auto Attendant menus and options Understand system advanced features Monitor system via logs and traces to ensure the system is setup correctly Generate call reports and invoices based upon user or trunk activity Provide access and rights to users within the user portal Configure auto dialer and campaigns Deploy gateway and local survivable systems Deploy softclients for mobile workers	1.00	\$16,200.90	\$16,200.90
			Quote Total	\$16,200.90

Notes

Terms & Conditions: Direct remote access is required - if not, estimate hours can increase in time spent including scheduling and coordination. AirGap Labs reserved the right to substitute and/or augment equivalent technical engineering expertise based on schedule and availability. Rates based on scheduled appointment 24 hours in advance and for work performed during standard business hours. Change or additional scope can increase estimated hours.

FTQ-1840988

EXHIBIT C

8x8



Quote # Q-00580065

38 Months Term
(12 Months Renewal Term)

TODAYS QUOTE TOTAL FOR 1 LOCATION(S)

Recurring	Non-Recurring	Recurring Taxes & Fees	Equipment Sales Tax	Shipping	Due Today
\$2,879.40	\$5,487.50	\$491.85	\$5.17	\$66.71	\$5,684.69

Summary by Product

Monthly Recurring	Quantity	Price as of Order	Total
X Series - X2	60	\$20.00	\$1,200.00
Base Number	1	\$0.00	\$0.00
X Series - X8 Bundled	10	\$151.00	\$1,510.00
Cisco 8861 - w/ Power Supply NA	10	\$10.44	\$104.40
X Series - X1	5	\$13.00	\$65.00
Non-Recurring			
CC Quick Start Services	1	\$5,000.00	\$5,000.00
Public Virtual Instructor Led Training - Admin	1	\$375.00	\$375.00
Public Virtual Instructor Led Training - End-User	9	\$12.50	\$112.50
		Subtotal	\$8,366.90

Thanks we appreciate You!
Enjoy Two Months Free of
Services on us.
That's \$ 5,550.00 in Savings!

Quote Expires
4/30/2022

West Valley Water
855 w baseline road
rialto, ca 92376

Albert Clinger
+1 909-875-1804
aclinger@wwwd.org

Your 8x8 Representative

Sandi Bolton
sandi.bolton@8x8.com

Today's Total
\$5,684.69

Monthly Total
\$3,371.25



Quote # Q-00580065

38 Months Term
(12 Months Renewal Term)

West Valley Water - 855 W Base Line Rd, Rialto, CA, USA, 92376

Description	Quantity	Unit Price	Monthly Recurring	Due Today
X Series - X2	60	\$ 20.00	\$ 1,200.00	\$ 0.00
Base Number	1	\$ 0.00	\$ 0.00	\$ 0.00
X Series - X8 Bundled X6 is \$115 X7 is \$135	10	\$ 151.00	\$ 1,510.00	\$ 0.00
Cisco 8861 - w/ Power Supply NA - EPP (36 Months)*	10	\$ 10.44	\$ 104.40	\$ 104.40
X Series - X1	5	\$ 13.00	\$ 65.00	\$ 0.00
CC Quick Start Services	1	\$ 5,000.00	\$ 0.00	\$ 5,000.00
Public Virtual Instructor Led Training - Admin	1	\$ 375.00	\$ 0.00	\$ 375.00
Public Virtual Instructor Led Training - End-User	9	\$ 12.50	\$ 0.00	\$ 112.50
Subtotal			\$ 2,879.40	\$ 5,591.90
Shipping Ground- Delivery Estimate			5/1/2022	\$ 66.71
Regulatory Fees				
E911 Service Fee			\$ 75.00	\$ 0.00
Regulatory Recovery Fee			\$ 150.00	\$ 0.00
Taxes and Surcharges				
CA Telecom Relay Systems Surcharge			\$ 4.80	\$ 0.00
CA Local Utility Users Tax			\$ 132.05	\$ 0.00
CA Teleconnect Fund			\$ 3.37	\$ 0.00
CA High Cost Fund(a) Surcharge			\$ 3.03	\$ 0.00
CA Advanced Serv Fund Surch			\$ 4.42	\$ 0.00
CA Universal Lifeline Surcharge			\$ 20.56	\$ 0.00
Federal Universal Service Fund			\$ 77.71	\$ 0.00
CA State And Local 911			\$ 12.83	\$ 12.83
CA State And Local Sales Tax			\$ 7.04	\$ 11.54
Local Sales Tax			\$ 1.04	\$ 1.71



Quote # Q-00580065

38 Months Term
(12 Months Renewal Term)

Total Fees, Taxes and Surcharges	\$ 491.85	\$ 26.08
Location Total	\$ 3,371.25	\$ 5,684.69

* Payment for EPP items are amortized over the selected term (see line item above). Customer cancellation of Extended Payment Plan before the end of the term requires customer payment of the ENTIRE balance due plus applicable taxes.

Professional Services Description

Service		Description
CC Quick Start Services	CCaaS Quick Start Services – Gold	Each Quantity ordered consists of up to 34 hours of remote consulting to assist Customer with the configuration of up to 200 X6, X7, and/or X8 seats of Ordered SaaS Services at US or international Customer Locations and the porting of numbers for such seats, on non-holiday weekday date(s) (10 or more days after date of order) and at time(s) (between 5 am and 5 pm Pacific time) to be agreed upon by the Parties. Customer must provide a competent, knowledgeable account administrator to work with 8x8.



Quote # Q-00580065

38 Months Term
(12 Months Renewal Term)TERMS & CONDITIONS

This Order is subject to the 8x8 UCaaS/CCaaS Service Terms set forth at <http://www.8x8.com/order-terms/vo-vcc-service-terms>, except that if this Order is entered into pursuant to a Service Agreement, this Order is subject to the Service Agreement (such 8x8 UCaaS/CCaaS Service Terms or Service Agreement, as applicable, the "Terms").

No Service Fees for Two Months: Customer shall not begin to incur Service Fees or Regulatory Fees for the Ordered SaaS Services ordered under this Order until the second monthly anniversary date of the effective date of the Agreement (as that term is defined in the Terms).

By signing below, the customer listed herein, through its authorized representative named below:

- a) acknowledges and indicates that it has reviewed the notice related to 911 and emergency services at <https://www.8x8.com/terms-and-conditions/911-notice> and
- b) has entered into this Order and agreed to the Terms, as of the date signed below.

Customer Name: **West Valley Water**

Signature:

Name:

Title:

Date:

DRAFT

EXHIBIT D

RingCentral



RingCentral Proposal for West Valley Water District		TERM: 36 Months
		MONTHLY
Monthly Recurring Costs	\$3,879.20	Ida Bland ida.bland@ringcentral.com 704-625-2573
One-time Professional Services	\$20,000.00	

Pricing Proposal			
RingCentral MVP Plan	User Count	Contracted Price	Total Cost
RingCentral MVP: STANDARD	80	\$21.99	\$1,759.20
RingCentral MVP: e911 Fee	80	\$4.00	\$320.00
RingCentral MVP: Compliance and Administrative Cost Recovery Fee (CRF)	80	\$1.00	\$80.00
Total Office Monthly Costs*			\$2,159.20
RingCentral Contact Center Plan	User Count	Contracted Price	Total Cost
RingCentral Contact Center: Standard Plan (3 Ports per License)	10	\$120.00	\$1,200.00
RingCentral Contact Center: Textel 10K Messages (per BU)	1	\$500.00	\$500.00
RingCentral Contact Center: Textel Long Code (per month)	1	\$10.00	\$10.00
RingCentral Contact Center: Textel Long Code MRC Surcharge - Tier 1 Interational	1	\$10.00	\$10.00
Total Contact Center Monthly Costs*			\$1,720.00
Professional Services	Count	Contracted Price	Total Cost
MVP - Implementation	1	\$4,600.00	\$4,600.00
Contact Center - CORE Build (Phase 1)	1	\$5,900.00	\$5,900.00
Contact Center - Audio Recording Implementation (Phase 2)	1	\$3,300.00	\$3,300.00
Contact Center - Textel Implementation (Phase 3)	1	\$1,900.00	\$1,900.00
Contact Center - Personal Connection Implementation (Phase 4)	1	\$3,300.00	\$3,300.00
Contact Center - Local Presense (Phase 5)	1	\$1,000.00	\$1,000.00
Total Professional Services Cost (Billed After Successful Implementation)			\$20,000.00
Total Monthly Recurring Costs:			\$3,879.20
Total Year 1 Costs:			\$66,550.40
Future Annual Costs:			\$46,550.40

* Does not include taxes

** Pricing based on signed agreements and account activation on or before 11/30/22

*** Requires 36 Month Term, MONTHLY Payment Required



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: APPROVAL OF THE PURCHASE AND PROFESSIONAL
 INSTALLATION OF A NEW RUBRIK R6404S ENTERPRISE APPLIANCE
 BACKUP SYSTEM FROM CDW-G

BACKGROUND:

In late 2017, the West Valley Water District, (“District”), purchased and installed an EMC Data Domain DD6300 backup system which is at the end of its anticipated useful life.

DISCUSSION:

In researching backup and recovery solutions to meet the District's current and anticipated needs, staff spoke to I.T. professionals at other agencies to glean their insights on various aspects, such as system comprehensiveness, reliability, ease of use, etc. Based on those informal conversations and direct evaluations of various enterprise backup and recovery systems, staff selected the Rubrik R6404s Enterprise Appliance Backup System as the ideal solution for updating and improving the District’s backup and disaster recovery capabilities. In 2022, for the 3rd year in a row, Rubrik was recognized as an industry leader for Enterprise Backup and Recovery by Gartner, Inc., (a leading information technology research and advisory company).

Staff developed system specifications to meet the District’s unique needs and a Request for Bids, (“RFB”), was posted to PlanetBids.com. The RFB requested pricing for: the hardware, professional services for the implementation and configuration of the system, and five (5) years of licensing, technical support, and cloud vault archiving services. Bids were submitted by CDW Government LLC, (“CDW-G”), and vPrime Tech Inc., (“vPrime Tech”).

The bid from CDW-G in the amount of \$106,357.62 is included as **Exhibit A**, and the bid from vPrime Tech in the amount of \$109,789.43 is included as **Exhibit B**. CDW-G is the low bidder.

FISCAL IMPACT:

For accounting purposes, the hardware and the professional services for the implementation and configuration are considered capital expenditures and amount to \$24,954. Funds are included in the FY 2023 CIP Budget.

The subscription-based licensing, technical support and cloud vault archiving services are considered regular operating expenses. The total for the five (5) year period is \$81,403. That amount will be prepaid and expensed at a monthly rate of \$1,367 per month over the next five (5) fiscal years. Depending on when the implementation is completed, the expense for the current fiscal year is anticipated to range from \$1,367 to \$4,070. Sufficient funds are included in the FY 2023 Operating Budget.

STAFF RECOMMENDATION:

Approve the purchase and professional installation of a new Rubrik R6404s Enterprise Appliance Backup System, including the related software, from CDW-G in the amount of \$106,358.

Respectfully Submitted,



Van Jew, Acting General Manager

VJ:js

ATTACHMENT(S):

1. Exhibit A - CDW-G
2. Exhibit B - vPrime Tech

MEETING HISTORY:

03/14/23 Safety and Technology Committee REFERRED TO BOARD

EXHIBIT A

CDW-G \$106,357.62

Bid Results

Bidder Details

Vendor Name CDW Government LLC
Address 230 N. Milwaukee Ave.
 Vernon Hills, Illinois 60061
 United States
Respondee Justin Schwier
Respondee Title Manager, Proposals
Phone 877-898-4582
Email bidscdwg.com@cdw.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 02/02/2023 1:16 PM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 317845

Respondee Comment

Please note, it is CDWG's intent that the "Terms and Conditions of Product Sales and Service Project", accessed at <https://www.cdwg.com/content/terms-conditions/product-sales.asp>, provide the underlying terms and conditions to govern this submission, unless otherwise agreed upon in writing by the parties. CDWG would be happy to negotiate these or any other terms and conditions in good faith upon award.

Buyer Comment

Attachments

File Title	File Name	File Type
Final CDWG Response to New Rubrik Backup Appliance and Services RFB.pdf	Final CDWG Response to New Rubrik Backup Appliance and Services RFB.pdf	3x Public Agency Reference Projects

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$106,357.6200		
1			R6404S APPL 4NODE 48TB PERP B RAW HDD 1.6TB SSD 10GBASET NIC	ea	1	\$18,426.3800	\$18,426.3800	Yes	
2			RUBRIK COMPLETE LICS EDITION PRO FOR R6404	ea	1	\$61,560.0000	\$61,560.0000	Yes	
3			BASIC SUPPORT FOR HARDWARE W PREPAY SVCS M-F 8AM - 8PM	ea	1	\$12,153.6000	\$12,153.6000	Yes	
4			RUBRIK CLOUD VAULT ARCHIVE TIER Service LICS PER BETB BASIC SUPPORT PREPAY	ea	40	\$192.2400	\$7,689.6000	Yes	
5			PROFESSIONAL SERVICES REMOTE SERVICE INSTALLATION & CONFIGURATION	ea	1	\$5,100.0000	\$5,100.0000	Yes	
6			All Other Fees including but not limited to taxes, delivery, setup, etc,	ea	1	\$1,428.0400	\$1,428.0400	Yes	Sales Tax

Line Item Subtotals

Section Title	Line Total
Section 1	\$106,357.6200
Grand Total	\$106,357.6200

West Valley Water District

New Rubrik Backup Appliance and Services

Digital Response | 2/2/2023 5:00 PM



2/2/2023

West Valley Water District
 855 W Base Line Road
 Rialto, CA, 92376



One CDW Way
 230 N. Milwaukee Avenue
 Vernon Hills, IL 60061
 P: 847.371.5800
 F: 847.465.6800
 Toll-free: 800.808.4239
 cdwg.com/PeopleWhoGetIT

RE: CDW Government LLC Response to West Valley Water District's Request for Bids

To Whom It May Concern,

CDW·G understands the objective of the RFB is for West Valley Water District to identify a reliable and experienced supplier partner capable of managing your New Rubrik Backup Appliance and Services solution. Our response demonstrates CDW·G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- **Configuration Expertise.** Extensive customized configuration services ensure products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- **Dedicated Support.** Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.
- **Turnkey with Breadth of Solutions.** Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

Please note, it is CDWG's intent that the "Terms and Conditions of Product Sales and Service Project", accessed at <https://www.cdwg.com/content/terms-conditions/product-sales.asp>, provide the underlying terms and conditions to govern this submission, unless otherwise agreed upon in writing by the parties. CDWG would be happy to negotiate these or any other terms and conditions in good faith upon award.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, David Fiester, at (877) 898-4582, or via email at davifie@cdwg.com. We thank you for the opportunity to participate in this RFB process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier
 Manager, Proposals
 CDW Government LLC

*Please see CDW·G's complete Terms of Offer located on page 25.

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West Valley Water District, New Rubrik Backup Appliance and Services

Bid Document



REQUEST FOR BIDS (RFB) New Rubrik Backup Appliance and Services

INVITATION

The West Valley Water District (“District”) is seeking the services of a qualified vendor for the purchase and professional installation of a New Rubrik R6404s Enterprise Appliance Backup System, Rubrik cloud vault and 5 years of support services. Bidder must submit a bid for all the requested appliances, installation, maintenance, and support for a period of 5 years.

The bid must be submitted on Planet Bids (PB). No bids shall be submitted after **5:00 PM on Thursday, February 2, 2023**. Late qualification documents will not be accepted.

During the RFP process, respondents shall direct all questions through Planet Bids. Responses to questions received five (5) days or less prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued and made available to all firms receiving RFP documents.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contracts to the lowest responsible responsive bidder. No bidder may withdraw his proposal and the proposal is to remain firm for a period of sixty (60) days after bid opening.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The district serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The district’s service area includes a large amount of undeveloped land which is described in various specific plans.

The district’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION and SCOPE OF WORK

The District is seeking the services of a qualified vendor from which to purchase and install a new Rubrik R6404s Enterprise appliances with Data immutability, support and professional services and installation. Bidder must submit a bid for the requested appliances, installation, maintenance, and support for a period of 5 years. Vendor is to install and configure the new equipment and provide District staff with training on the new system.

As part of the work, the vendor shall furnish and assume full responsibility for everything required for the orderly progress, proper execution, and completion of the work, whether temporary or permanent. Also, whether incorporated into the work including, but not limited to, materials, equipment, labor including subcontractor, transportation, construction equipment, machinery, tools, other facilities, and incidentals.

The vendor shall perform and complete work, including supervision, administration services, coordination of all subcontractors, tests, and inspections. Also, other items that are necessary to complete the finishing, equipping, functioning of the facilities and structures together with all additional, collateral, incidental work and series required for completions of the provision of the work.

Although the District is attempting to identify the limits and services required, this should not limit the contractor in the development of a scope it believes is necessary to meet the district’s goals and objectives.

The following is intended to describe and specify the District’s Computer Network Backup System equipment.

The District has selected Rubrik 6404S Backup Appliance and Rubrik Cloud Vault Tier Per BETB Solution with required Licensing and Support Services with a Maintenance support of 5 years. Backup system must have Immutable data protection and cloud secure backup.

This Backup appliance and Services will replace existing Dell data domain backup solution that is at the end of its technical life.

Vendor will supply, install, and configure a complete Rubrik backup solution with Cloud tier.

Vendor will provide Professional Services and remote installation support.

Warranty: The contractor shall warrant that the hardware products and device components are free from defect in materials and/or workmanship for a period of (5) years from the date of installation.

The vendor shall, in performing the services as described herein, utilize technicians skilled in the service of the described systems. All contractors and any sub-contractors used in this project are required to be licensed, bonded, and insured per the district’s requirements.

The vendor shall see that all system installation and configuration services shall be accomplished in accordance with the applicable codes, manufacturer recommendations and any State or Local codes and regulations.

SCHEDULE OF EVENTS

01/19/2023	Issuance of Request for Bids
01/27/2023	Deadline for Written Questions
02/02/2023	Bids Due by 5:00 PM
03/02/2023	District Approval of Purchase (est.)

PAYMENT TERMS

District will issue a Purchase Order to awarded vendor. After the District has determined the completion and installation of products and services are satisfactory, the vendor will provide an invoice and District will pay such invoice within 30 days.

REFERENCES

Vendors to provide 3x references of similar Rubrik Back Up System installations of other Public Agencies preferably in California in the last 3 years. At a minimum, a short description of the work performed, when it was performed and a contact person.

CDW Government Overview

CDW·G understands that the objective of this RFB is for West Valley Water District to identify the most reliable and experienced provider for New Rubrik Backup Appliances and Services. Whatever the driving force behind your technology needs, we can support you where you are and help you achieve your goals—present and future—with the right solutions, precisely implemented, which can evolve with your organization.

We get how technology has evolved as a business driver to solve your most critical organizations challenges, understand your business, optimize technology and build unique IT solutions, and prepare for future evolution. We have been helping organizations of every type and size optimize efficiency, productivity, and performance for over thirty years. CDW·G stands behind you to maximize your IT investment, connect you with top industry vendors, solve your business problems, and meet your unique IT needs.

How We Can Help West Valley Water District Achieve Your Goals

As West Valley Water District evaluates its options for this RFB, CDW·G would like to call out several benefits of partnering with us:



Technical Resources: Access to hundreds of CDW Solution Architects in multiple disciplines.



Post-Sales Services: Access to more than 300 technicians, engineers, and support staff who perform desktop imaging, network configuration, server builds, and full rack buildouts.



Redundancy and Speed: Store products in one of our two US CDW-owned, ISO 9001:2015-certified distribution facilities. CDW can assist with equipment schedules and logistics.



Turnkey with Breadth of Solutions: We are technology neutral with 100,000+ products and services from 1,000+ leading and emerging brands. We continually update these partners and products, allowing you access to industry-leading solutions.

West Valley Water District and CDW·G



Financial Strength: Our financial stability stems from our vendor-neutral solutions and multiple dedicated customer channels. Multiple avenues for growth and a balanced customer base allow us to weather economic and technology cycles.



Scalability: A team of CDW IT professionals will be dedicated to West Valley Water District. Those resources will continue to grow as business grows. CDW is committed to making sure you receive the highest level of service and have the right team engaged.



Economies of Scale: Customer Name gains the advantage of CDW's size in the marketplace. As a top partner (often the No. 1 partner worldwide) to such manufacturers as Cisco, Dell EMC, HPE, and Lenovo, CDW can provide you with insight into new technology.



Tracking and Visibility: Online procurement capabilities streamline and standardize purchasing, support flexible reporting, and improve decision making.

West Valley Water District, New Rubrik Backup Appliance and Services

Many respected vendors have well-established procurement/delivery and installation procedures but no plan or personnel in place to ensure their company remains compliant with the contract once signed.

West Valley Water District will benefit from partnering with a vendor who not only offers a diverse breadth of technology solutions but also has proven dexterity in the intricacies of state and local government contracts. In addition to our customer-centric account management teams, we have a program management (PM) department singularly devoted to managing contracts. CDW·G's experienced PM team manages nearly 1,000 active state, local, and education contracts. When West Valley Water District signs a contract with CDW·G, you also save time you might otherwise spend tracking data on the contract, advertising your contract to potential end users, and ensuring proper pricing and discounts are applied to every purchase.

Along with unwavering customer focus, we are committed to technology solutions delivering the best possible service and support with one-stop shopping for customized solutions. No matter where you are on your technology journey, West Valley Water District gets more from your IT investment through CDW·G's Technology Services, from roadmaps and adoption to project deployment and lifecycle management. Some benefits West Valley Water District will realize when partnering with CDW·G are:

- Accessibility, reliability, and consistency for a smoother experience
- Greater efficiencies through automated operations, agility, and scalability
- Increased infrastructure security with preventative and proactive protection and remediation
- Robust solution development for your unique challenges by experienced and knowledgeable engineers.
- Integrated technology solutions designed, implemented, and managed by highly specialized solution architects who can help you capitalize on new opportunities
- Management of your technology environment today and into the future with lifecycle technical and customer support, from presales consultations to post-implementation issue resolution
- Savings of time money by supplementing your IT staff quickly with award-winning staff augmentation
- A strong partnership with individuals West Valley Water District knows and trusts due to high retention of quality coworkers motivated to maximize performance and productivity.

CDW Amplified™ Services



Security



Infrastructure



Workspace



Support





Data



Development

WE GET Reliable Distribution

Unlike many solutions integrators, CDW·G operates physical warehouses as opposed to the virtual warehouse methodology. CDW has two large, strategically located distribution centers controlled by a state-of-the-art Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

 <p style="font-size: 24pt; font-weight: bold; margin: 0;">LAS VEGAS, NV</p> <p style="font-size: 18pt; margin: 0;">513k square feet Capacity for up to 10K+ configurations per day</p>	 <p style="font-size: 24pt; font-weight: bold; margin: 0;">VERNON HILLS, IL</p> <p style="font-size: 18pt; margin: 0;">450k square feet Capacity for up to 10K+ configurations per day</p>
--	---

OUR CONFIGURATION CENTERS ARE PCI CERTIFIED AND HOLD SEVERAL ISO CERTIFICATIONS:

ISO 9001

Quality

ISO 14001

Environmental

ISO 20243

Risk Management

ISO 27001

Information Security

ISO 28000

Secure Supply Chain

CDW holds more than \$300M of available inventory in our two CDW-owned distribution centers that total almost 1M square feet. Our ISO 9001, 14001 and 28000 certified strategically located distribution centers provide speed, accuracy, and excellent geographic coverage across the United States. We have access to more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

Due to the size of our facilities that span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed. Our product lineup includes desktops, notebooks, servers, peripherals, networking and communications equipment, software, accessories, plotters, network printers, desktop printers, and print supplies. CDW offers everything your IT operation could possibly need – from enterprise solutions to mouse pads.

WE GET Strong Manufacturer and Distribution Partnerships

A significant advantage CDW·G offers Customer is our ability to deliver the right products, at the right value, right when you need them. As one of the largest direct market resellers, CDW has established exceptional working relationships with the major manufacturers in the technology industry. Our buying

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To the extent allowable, all information and documents hereby submitted in response to the Request for Bids ("RFB") furnished by West Valley Water District are the Proprietary and Confidential property of CDW Government LLC ("CDW·G").

West Valley Water District, New Rubrik Backup Appliance and Services

power attracts the industry's top manufacturers – and their best prices. To supplement our direct purchasing model, CDW has developed strong affiliations with principal channel distributors. Our distribution centers are located in close proximity to principal distributors; this enables us to quickly obtain competitively priced, non-stocked items.

[CDW's 2021 Environmental, Social, and Governance Report](#) demonstrates our commitment to operating responsibly and creating value for our coworkers, customers, communities, and investors. CDW's ESG report is built on our Circle of Service approach and on the CDW Way, the values we live by that keep us focused on what matters, ensuring consideration of our stakeholders and societal impacts.

WE GET Secure Supply Chain

Inventory availability and reliable distribution are not the only key elements in effective purchasing. More and more, organizations rely on information and communication technology to handle growing workloads and mission-critical operations. In this increasingly uncertain world, they are facing a dangerous reality: the rise of counterfeit and maliciously tainted equipment. Customer can be confident in the quality of the products you order through CDW. ISO 28000:2007 Secure Supply Chain is an important standard for our company. The scope of the certification includes planning, deployment, and provisioning of supply chain services and supporting processes. ISO 28000:2007 certification demonstrates that CDW has mature, end-to-end risk management programs, with a focus on delivering quality and security in managing information, products, and services to meet our customers' needs.

WE GET National and International Reach

Businesses today demand a seamless international experience – one that ensures consistent service levels and transparency across touchpoints, as well as access to local expertise and capabilities. Our U.S. operational footprint is abundantly national, with offices located in every region and two state-of-the-art distribution centers strategically located for the fastest possible service.

Comprehensive IT Solutions for West Valley Water District

West Valley Water District can develop the best total solution while attaining the most value with CDW-G's full range of products and services, from discrete hardware and software products to integrated IT solutions. We are technology "agnostic," focused on finding the right solution for you rather than pushing a particular brand, and our sales and service delivery teams consist of nearly 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists and advanced service delivery engineers. Our offerings are comprehensive, including expert consulting, design, configuration, installation, and lifecycle management services.

West Valley Water District, New Rubrik Backup Appliance and Services

We have services dedicated to each stage of your solution rollout and IT journey, with technical support and professional services experts, architects and engineers that give your IT team the time they need to turn IT into a competitive advantage.

Full-Stack Expertise

Products and Partnerships	Technology Services	Total Solutions
<p>100,000+ products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware!</p>	<ul style="list-style-type: none"> ▪ eProcurement integration ▪ Leasing services ▪ Managed services ▪ Pre-shipment configuration ▪ Professional services ▪ Warranty and maintenance 	<ul style="list-style-type: none"> ▪ Cloud ▪ Collaboration ▪ Data center and networking ▪ Managed Print Services ▪ Point of Sale ▪ Security ▪ Software management ▪ Total Mobility Management

WE GET State & Local

From prioritizing cybersecurity and public safety to modernizing data infrastructures and future-proofing technologies, finding the right state and local IT solutions can be daunting. CDW·G can help you implement the right technology solutions to meet your agency mission goals with over two decades of experience serving state and local governments. We can help you clear those technology hurdles in a way that meets the needs of your agency and helps you prepare for tomorrow's IT challenges.

CDW·G's state and local government business unit is 233 coworkers strong serving the 50 states from the largest state agencies to the smallest rural communities. The breadth and depth of this team assures that each agency feels heard and has personalized customer service with a team that focuses solely on the needs of governmental agencies. Our proximity to the State allows our dedicated teams to live and breathe California from legislative and fiscal calendars at the State level, to business cycles and practices of major metropolitan areas."

ABOUT CDW GOVERNMENT

CDW Quick Facts

Vernon Hills, IL

Headquarters

\$21B

2021 Annual Net Sales

15,000

Coworkers

28

U.S. Sales Offices

250,000+

Customers

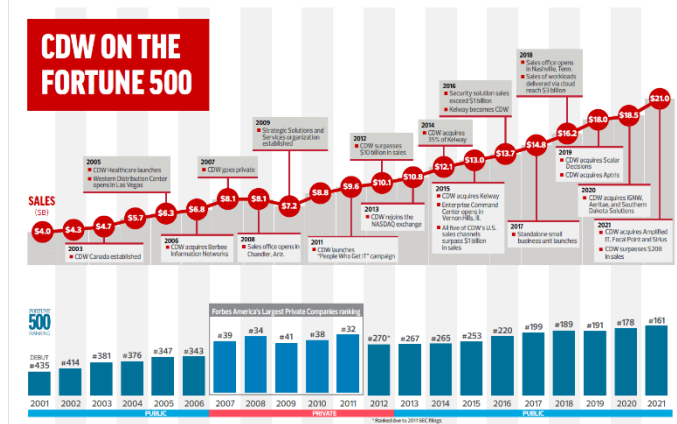
166

2022 Fortune 500 Rank

CDW Government LLC (CDW·G) is the wholly owned subsidiary of CDW LLC (CDW), a leading multi-brand technology solutions provider to business, government, education and healthcare organizations in the United States, the United Kingdom and Canada. Recognizing the unique challenges and opportunities of our public sector customers, we established CDW·G in 1998 to focus on the specific needs of the government and education sectors. Our teams are broken down by segment, with separate teams serving State and Local customers, K-12, Higher Education, and Federal, and further organized into 11 geographic regions for a higher level of specialization. Our customer base is quite diverse, ranging from state and local government, federal, healthcare, K-12 and higher education. We have an expansive network of offices near major cities and a large team of field coworkers across the United States.

CDW debuted on the Fortune 500 in 2001, and now ranks at number 166. CDW ranks

at No. 4 on CRN's 2022 Solution Provider 500 list. The sustainable growth and continued financial stability of our company serves to assure West Valley Water District that we are here to stay and can support you through the life of this contract and beyond.



References

1. Victor Valley UHSD:

December 2021 – Victor Valley Union High School District installed Rubrik to protect their critical assets and have the ability to backup/restore those assets. Installation was conducted by Rubrik engineers in collaboration with the VVUHSD IT staff. Contact below:

Dave Bertelsen
CITE CCTO
Director – Technology
Victor Valley Union High School District
760-955-3200 X10262
dbertelsen@vvhhsd.org

2. City of Coronado:

July 2022 – City of Coronado installed Rubrik to protect their critical assets and have the ability to backup/restore those assets. Installation was conducted by Rubrik engineers in collaboration with the City of Coronado IT staff. Contact below:

Brian Lewton
blewton@coronado.ca.us
619-522-2401

3. Riverside County Office of Education:

January 2019 – RCOE installed Rubrik to protect their critical assets and have the ability to backup/restore those assets. Installation was conducted by Rubrik engineers in collaboration with the RCOE IT staff. Contact below:

David Wilkinson
Administrator, Data Processing and Network Services
Information Technology Services
Riverside County Office of Education
O 951.826.6230 | F 951.826.6451
3939 Thirteenth Street | Riverside, CA 92501
P.O. Box 868 | Riverside, CA 92502-0868
dwilkinson@rcoe.us | www.rcoe.us

West Valley Water District, New Rubrik Backup Appliance and Services

Pricing Offer



Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

ALBERT CLINGER,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NFNK091	2/1/2023	NFNK091	8652428	\$106,357.62

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RUBRIK COMPLETE ED SUB Mfg. Part#: RS-BT-CEP30-BS-PP Associated HW: RHA-6404S- 02; 60 month support term billed upfront Electronic distribution - NO MEDIA Contract: MARKET	30	7170664	\$2,052.00	\$61,560.00
RUBRIK SUP F R6000S Mfg. Part#: RS-HW-SVC-BS-S2 Associated HW: RHA-6404S- 02; 60 month support term billed upfront Electronic distribution - NO MEDIA Contract: MARKET	1	7148093	\$12,153.60	\$12,153.60
RUBRIK VC ARCHIVE BETB LIC+SUP Mfg. Part#: RS-BT-CVA-BS-PP 60 month support term billed upfront Electronic distribution - NO MEDIA Contract: MARKET	40	7156091	\$192.24	\$7,689.60
RUBRIK REMOTE INSTALL+CONFIG PRO SVC Mfg. Part#: RA-PS-INST-RMOT Electronic distribution - NO MEDIA Contract: MARKET	1	7088723	\$5,100.00	\$5,100.00
RUBRIK R6404S APPLIANCE 48TB 64GB Mfg. Part#: RHA-6404S-02 Associated SW Support RS-BT-CEP30-BSPP RS-HW-SVC-BS-S2 Unit TB: 30 Contract: MARKET	1	7276271	\$18,426.38	\$18,426.38
SUBTOTAL				\$104,929.58

SHIPPING	\$0.00
SALES TAX	\$1,428.04
GRAND TOTAL	\$106,357.62

PURCHASER BILLING INFO	DELIVER TO
Billing Address: WEST VALLEY WATER DISTRICT ACCOUNTS PAYABLE 855 W BASE LINE RD RIALTO, CA 92376-3103 Phone: (909) 875-1322 Payment Terms: Net 30 Days-Govt State/Local	Shipping Address: WEST VALLEY WATER DISTRICT ALBERT CLINGER 855 W BASE LINE RD RIALTO, CA 92376-3103 Phone: (909) 875-1322 Shipping Method: DROP SHIP-GROUND
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

David Fiester | (877) 898-4582 | davifie@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$104,929.58	\$2,784.83/Month	\$104,929.58	\$3,224.49/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

© 2023 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

West Valley Water District, New Rubrik Backup Appliance and Services

Rubrik Product Warranty

RUBRIK, INC. HARDWARE WARRANTY AND SUPPORT SERVICES POLICY

This Hardware Warranty and Support Services Policy ("**Policy**") contains the applicable terms and conditions of the Hardware Warranty and the Support Services for the Hardware and Software, and forms part of the Rubrik End User License Agreement or equivalent agreement between Customer and Rubrik governing Customer's use of Rubrik Products ("**Agreement**"). All capitalized terms not defined herein are as defined in the Agreement.

1. DEFINITIONS.

- 1.1. "**Defect**" means a failure of the Software or Hardware (as applicable) to conform in all material respects to the applicable Documentation.
- 1.2. "**Remote Support Request**" means a service request Customer may submit via the web, phone or email.
- 1.3. "**Support Services Effective Date**" means the ship date of the Hardware if Hardware is purchased, or if no Hardware is purchased, the date the Software is made available to Customer.
- 1.4. "**Spare(s)**" means a replacement component for any Hardware, which is provided in accordance with Rubrik's written instructions or return materials authorization procedure ("**RMA Procedures**") including field replaceable units and replacement parts.
- 1.5. "**Support Services**" means, as applicable, the support services for the Hardware and Software as more fully described in Section 3 herein and which are provided by Rubrik or its authorized representative or are available on Rubrik's support website.
- 1.6. "**Support Services Plan**" means the level of Support Services as more fully described in Section 7 of this Policy for which Customer has paid the applicable Support Services fee(s).

2. RUBRIK HARDWARE WARRANTY.

- 2.1 **Hardware Warranty.** Rubrik warrants to Customer, for one (1) year from the date of shipment of the Hardware ("**Hardware Warranty Period**"), that the Hardware will conform in all material respects to the applicable Rubrik Documentation ("**Hardware Warranty**"). The foregoing warranty only applies if Customer has purchased Hardware (and excludes third-party hardware).
- 2.2 **Remedy.** Rubrik's sole obligation under the Hardware Warranty, and Customer's exclusive remedy, is to use commercially reasonable efforts to repair or replace non-conforming Hardware, provided that Customer promptly notifies Rubrik of such non-conformance during the applicable Hardware Warranty Period. Prior to returning any Hardware for warranty-related claims, Customer must obtain Rubrik's prior written authorization and comply with Rubrik's RMA Procedures and instructions. Any Hardware that is repaired or replaced under this Hardware Warranty shall be covered for the remaining unexpired term of the Hardware Warranty Period for the original Hardware, or thirty (30) calendar days after re-delivery, whichever is longer.
- 2.3 **Hardware Warranty Support Services Availability.** During the Hardware Warranty Period, Customer may submit service requests via web, phone or email 24x7. Rubrik will use commercially reasonable efforts to respond to Customer's service requests within the response times in the Response Time Targets table in Section 9 of this Policy.
- 2.4 **Terms and Exclusions.** The Hardware Warranty does not apply to any Hardware: (i) returned without Rubrik's prior written authorization pursuant to Section 2.2 of this Policy; (ii) handled, transported, installed, operated, maintained, stored or used improperly, or in any manner not in accordance with the Documentation, the Policy, or Rubrik's written instructions or recommendations; (iii) repaired, altered or modified other than by Rubrik or its authorized service provider; or (iv) where the Hardware Warranty Period has expired. Additional charges may apply for support provided outside the applicable Hardware Warranty Period or for excluded repairs or error corrections to the extent not otherwise covered under the Hardware Warranty or, if applicable, the Support Services Plan purchased for such Hardware.
- 2.5 Hardware Warranty claims must be made within the Hardware Warranty Period. "Dead on Arrival" Hardware ("**DOA Hardware**") must be reported to Rubrik within thirty (30) calendar days of delivery of the Hardware. Rubrik will ship a replacement for DOA Hardware on the same business day pursuant to Section 7.2(ii) and (iii) of this Policy. Customer will return the DOA Hardware to Rubrik within fourteen (14) calendar days of receipt of the replacement Hardware or will pay the purchase price for the replacement Hardware and all associated duties, taxes, and shipment costs.

- 2.6 For Hardware Defects that require a Spare or replacement Hardware, Customer will return the defective Hardware or Hardware component at Customer's expense in accordance with Rubrik's instructions and RMA Procedures. Upon receipt of the defective Hardware or component, Rubrik will ship a Spare or the repaired Hardware to Customer.
3. **SUPPORT SERVICES.** Rubrik will use commercially reasonable efforts to provide the Support Services in accordance with the applicable Support Services Plan and this Policy. This Policy governs in the event of any conflict with other terms, conditions or agreements relating to its subject matter outside of the Agreement. This Policy, and the Support Services Plans may change from time to time or certain Support Services may be discontinued; however, such changes will not result in a material reduction in the level of the Support Services provided to Customer during the then-current Term. Rubrik will use reasonable efforts to notify Customer of any changes at least thirty (30) calendar days prior to the effective date of such change. Customer is deemed to have accepted the changes in such notice, unless Customer objects to any material changes in the notice, in which case Customer has ten (10) days to notify Rubrik of Customer's objection. If Customer objects to the changes in the notice, the prior version of this Policy shall apply through expiration of the then-current Support Term. The obligation for Rubrik to provide Support Services pursuant to this Policy is contingent upon: (i) Customer's payment of all applicable Hardware and Software fees and Support Services fees; and (ii) Customer's performance of all of Customer's obligations set forth in this Policy relating to the Support Services, including use of the Hardware and Software in conformance with the Documentation.
4. **SOFTWARE ADD-ONS.** Customer acknowledges and agrees that certain Software cannot operate on a stand-alone basis and will only function as an add-on component to RCDM, and therefore such Software requires Customer to have the most current version of RCDM with an active Support Services entitlement and RCDM license (such Software is referred to as a "**Dependent Add-On**"). Customer may purchase Dependent Add-Ons that are not coterminous with Customer's RCDM or Support Services and may extend beyond the expiration of the RCDM Term or Support Term ("**Extended Term**"). In the event a Dependent Add-On is purchased for an Extended Term, but Customer does not renew the expired RCDM license and Support Services entitlement, Customer may lose some or all functionality of the Dependent Add-On upon the expiration of the RCDM Term or Support Term and Customer will not be entitled to a refund or credits for any portion of the unused Dependent Add-On subscription.
5. **PRODUCT LIFE CYCLE.** This Policy is subject to the Product Life Cycle Policy available at <https://www.rubrik.com/en/legal>.
6. **SUPPORT SERVICES TERMS AND CONDITIONS.**
- 6.1. **Support Term.** The Support Services commence on the Support Services Effective Date and remain in effect for the initial term of Support Services as specified in an applicable Order, including any renewal thereof ("**Support Term**").
- 6.2. **Renewal of Support Services Plan; Reinstatement.** Upon payment of the applicable fees under an Order, the Support Services Plan shall renew for the period as set forth in the Order. If Customer does not renew the Support Services Plan prior to the expiration of the then-current Support Term ("**Lapse**"), it may subsequently be renewed by Customer in Rubrik's sole discretion. If Rubrik permits renewal of the Support Services Plan after a Lapse, the renewal Support Term shall commence on the date of expiration or termination of the prior Support Term. In the event of a renewal of the Support Services Plan following a Lapse, Rubrik reserves the right, in its sole discretion, to charge a reinstatement fee for such renewal of the Support Services Plan. For the avoidance of doubt, no Support Services Plan may be purchased if: (i) Customer did not initially purchase a Support Services Plan and more than twelve (12) months have elapsed since the date the Hardware or Software was purchased; or (ii) more than twelve (12) months have elapsed since the prior Support Services Plan expired or was terminated in accordance with Section 6.3 of this Policy.
- 6.3. **Termination.** Rubrik may suspend or terminate a Support Services Plan pursuant to Section 15.1 (Termination for Cause) of the Agreement or a material breach of this Policy, including but not limited to nonpayment, in which case Rubrik has no obligation to provide Support Services, and all outstanding amounts for the Support Services are immediately due and payable.
- 6.4. **Subcontractors.** Rubrik may use subcontractors to perform all or a portion of the Support Services, and the work of such subcontractors shall be deemed to satisfy Rubrik's obligations hereunder provided that such work meets the requirements of this Policy.
- 6.5. **Notification of Defects.** If Customer believes that there is a Defect in the Hardware or Software, Customer will: (i) promptly notify Rubrik, providing sufficient detail to permit Rubrik to identify the Defect; (ii) upon request, provide Rubrik with remote access, all relevant and necessary data files, software or any other relevant material; and (iii) to the extent

Rubrik cannot reproduce the Defect remotely, provide on-site access, if reasonably believed necessary by Rubrik for it to reproduce, analyze or remedy the Defect.

- 6.6. **Information and Cooperation.** To receive Support Services, Customer must provide Rubrik with the location and configuration of the applicable Hardware and/or Software, and such other information, cooperation and assistance as is reasonably required by Rubrik in order to provide the Support Services. Customer is solely responsible for providing a stable environment for all systems and networks designed to ensure successful backups (and all software, data and other information contained therein) prior to the installation of the Software.
- 6.7. **Excluded Services.** Notwithstanding anything to the contrary in this Policy, Rubrik shall have no obligation to provide: (i) Support Services or replacement(s) for Defects or resolution of problems caused by accident, abuse, misuse, third-party product(s), power surge or power failure or the like, or other Force Majeure event, any unauthorized disassembly, repair or modification, or any failure to maintain and use the Hardware and Software in a manner consistent with the Documentation and written instructions from Rubrik; (ii) support or replacement of Hardware and Software that Rubrik determines in its reasonable discretion do not have a Defect; (iii) third-party products required to operate the Hardware and Software, (iv) delivery of any on-site Support Services, including but not limited to situations where, in Rubrik's reasonable opinion, a condition exists that represents a hazard to the safety of its employees or agents; (v) Support for or replacement of any Hardware in which the Hardware or parts have been replaced with any third-party product, or (vi) consumable parts (e.g. batteries, bulbs). Customer will be responsible for charges on a time and materials basis for Support Services provided as a result of any of the foregoing.
- 6.8. **Spare(s).** Customer shall only use Spares provided by Rubrik (if applicable). Unless the applicable Support Services Plan provides otherwise, at Rubrik's expense, Customer shall package and ship the parts replaced with the Spare(s) to Rubrik within fourteen (14) calendar days, and Rubrik or its authorized reseller may invoice Customer for such parts that are not promptly returned within such timeframe.
- 6.9. All Software must be covered by the same level of Support Services Plan and must be at the same revision level. Support Services are provided in English only.
- 6.10. Where Customer has purchased a Support Services Plan for Hardware that is to be installed or relocated outside of Rubrik's then-current geographic Support Services territory ("**Territory**"), Customer will contact Rubrik to discuss Rubrik's then-current Spares coverage model, to assess whether such Hardware will be supported outside of the Territory. If the Hardware (for which Support Services have been purchased) is relocated to a geographic location in which the Support Services Plan is available at a different level of service, Customer's Support Services Plan may need to be adjusted (which may include associated fees) based on local availability. Response time targets, Spares delivery times, and availability of a field service technician may be affected. If Customer moves the installation location and does not notify Rubrik of such change at least sixty (60) days prior to a request for service, delivery of Spares and Replacements and availability of a technician may be affected and Rubrik shall be excused from its performance under this Policy to the extent such performance has been affected by the relocation.
- 6.11. **Service Quality Assurance Check.** "Service Quality Assurance Check" means Rubrik's examination of Hardware to confirm its condition is eligible to receive Support Services. Rubrik reserves the right to perform a Service Quality Assurance Check if: (i) a Support Service Plan is purchased after the applicable purchase date; (ii) there is a lapse in Support Service(s) of more than thirty (30) days, (iii) the Hardware is relocated by any party other than Rubrik or (iv) as otherwise required by Rubrik or its third-party service provider if there is reason to believe the Hardware has been damaged. Customer agrees to permit access for the Service Quality Assurance Check and to pay the reasonable fees for performing the Service Quality Assurance Check.
- 6.12. New Software releases may have certain features or configurations that require updated Hardware or third-party hardware (as applicable) to utilize new functionality available with the new Software release. Customer is responsible for the purchase of any new Hardware required to use such Software releases.

7. SUPPORT SERVICES PLANS.

- 7.1. **Premium Support Services Plan.** The Premium Support Services Plan includes:
- i. **24x7 Remote Technical Support.** Customer may submit Remote Support Requests at any time, 24x7. Rubrik will respond to Customer's Remote Support Requests pursuant to the Response Time Targets table in Section 9 below.
 - ii. **Delivery of Spares(s).** For Defects requiring Spare replacement, Rubrik will ship Spare(s) to Customer the same business day, if the Defect is diagnosed and ordered before the Cutoff Time (as defined below), or the following

business day if diagnosed and ordered after the Cutoff Time. Arrival of Spare(s) at Customer's location is subject to transit and customs processing. At Rubrik's expense, Customer will return the defective part within fourteen (14) days of receipt of the Spare(s) in accordance with Rubrik's instructions and RMA Procedures. Customer will pay Rubrik's invoice for defective parts that are not returned in a timely manner.

- iii. The cutoff time for same business day shipment of Spares is 3:00 p.m. in Customer's local time zone Monday through Friday, excluding major local holidays ("**Cutoff Time**").
- iv. **Software Maintenance.** During the Support Term, available Updates shall be made in accordance with the Support Services Plan in effect. Rubrik will support the current and previously released version of Software. Software Updates will be made available via the Rubrik support website. Software Updates are governed by the terms of this Policy and the Agreement. Rubrik may require Customer to upgrade to a certain Software release in order to resolve current or prospective issues.

7.2. **Basic Support Services Plan.** The Basic Support Services Plan includes all elements of the Premium Support Services Plan as set out at Section 7.1 of this Policy, except that: (i) Rubrik will respond to Remote Support Requests during Customer Business Hours (meaning Monday to Friday between the hours of 8:00am and 8:00pm in Customer's local time zone), and up to three (3) Remote Support Requests per year outside Customer Business Hours; and (ii) the Response Time Targets described in Section 9 of this Policy will apply only during Customer Business Hours.

8. SUPPORT SERVICES PLAN ADD-ONS.

8.1. Each of the following Support Services Plan Add-Ons may be purchased for a separate fee:

- i. Customer Experience Manager
- ii. On-site Services
- iii. Non-returnable Drive Service ("**NRD**")

8.2 The NRD is available for purchase on all Hardware either (i) at initial Hardware purchase or (ii) upon the expiration of the Hardware Warranty Period contingent upon the purchase of Support Services. The NRD permits Customer to keep or dispose of the failed hard disk drives and/or failed solid state drives. There is an annual fee per Rubrik Hardware appliance for the NRD which applies regardless of the number of replacement drives that are requested. For the avoidance of doubt, the Hardware Warranty, as well as the Premium Support Services Plan includes complimentary exchange of a failed drive, provided that the failed drive is returned to Rubrik.

9. RESPONSE TIME TARGETS

Severity Description	Initial Response Time for Premium Service Plan (24x7)	Target Response Time for Support Service Plan (only during Customer Business Hours).	Status Target	Updates	Fix/Workaround Target
P1: Down system	30 mins	30 mins	Daily until fixed or a workaround in place		Continuous effort until workaround provided or Emergency Bug Fix created
P2: System working with reduced functionality (e.g. node offline)	2 hours	2 hours	Daily until fixed or a workaround in place		To be determined based upon the problem/ request
P3: Operational but system has experienced a minor issue (e.g. snapshot failure)	8 hours or next business day (if the issue is raised after 6pm Customer's local time)	8 hours or next business day (if the issue is raised after 6pm Customer's local time)	Every 3 days		To be determined based upon the problem/ request
P4: General question	Next business day	Next business day	To be determined based upon the problem/request		To be determined based upon the problem/ request

Response Time Targets and Fix/Workaround Targets are subject to the exclusions listed in Section 6.7, above.

CDW·G Terms of Offer

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFB") furnished by West Valley Water District are the property of and are proprietary to CDW Government, LLC ("CDW·G").

Notwithstanding anything to the contrary contained in the Proposal, CDW·G declares its understanding that CDW·G's Terms and Conditions of Product Sales and Service Projects ("T&C"), as updated from time to time and provided on CDW·G's website at <https://www.cdw.com/content/terms-conditions/product-sales.aspx>, constitute the terms and conditions controlling the transaction contemplated by the RFB, except as otherwise agreed upon in writing by the parties. CDW·G requests that Customer review and confirm acceptance of the T&C or, if necessary, negotiate with CDW a mutually agreeable final contract. CDW·G shall not be bound to any term(s) of the RFB or the Proposal or to any contract related to the RFB until or unless: (i) Customer confirms in writing its acceptance of the T&C; or (ii) authorized representatives of CDW·G and Customer execute a written contract that is separate from the Proposal.

Except as otherwise set forth above, CDW·G agrees to maintain the validity of the Proposal for a period of thirty (30) days from the RFB-established due date ("Validity Period"), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW·G's commitment to the pricing levels and other proposed offerings contained in the Proposal, Customer may notify CDW·G via mail or e-mail that either: (i) Customer accepts CDW·G's Proposal and agrees to be bound by the T&C, or (ii) Customer intends to negotiate with CDW·G a separate agreement during the Validity Period.

CDW·G will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Proposal shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties.



EXHIBIT B

vPRIME TECH \$109,789.43

Bid Results

Bidder Details

Vendor Name vPrime Tech Inc.
Address 1400 Broadfield Boulevard Suite 200
Houston, Texas 77084-5162
United States
Respondee Jan Ghalib
Respondee Title CEO
Phone 833-333-1314
Email vprime@vprimetech.com
Vendor Type
License #

Bid Detail

Bid Format Electronic
Submitted 02/01/2023 11:05 AM (PST)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 317650

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
2022 backup system rfb rubik.pdf	2022 backup system rfb rubik.pdf	3x Public Agency Reference Projects

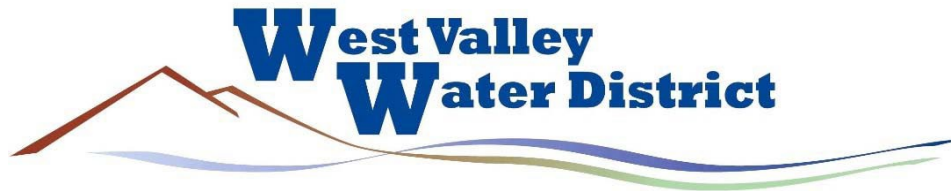
Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Section 1							\$109,789.4300		
1			R6404S APPL 4NODE 48TB PERP B RAW HDD 1.6TB SSD 10GBASET NIC	ea	1	\$15,590.1900	\$15,590.1900	Yes	
2			RUBRIK COMPLETE LICs EDITION PRO FOR R6404	ea	1	\$67,770.0000	\$67,770.0000	Yes	Term: 60 Months QTY 30 X 60 Months = 1800
3			BASIC SUPPORT FOR HARDWARE W PREPAY SVCS M-F 8AM - 8PM	ea	1	\$12,543.6000	\$12,543.6000	Yes	Term: 60 Months QTY 1 X 60 Months = 60
4			RUBRIK CLOUD VAULT ARCHIVE TIER Service LICs PER BETB BASIC SUPPORT PREPAY	ea	40	\$211.8000	\$8,472.0000	Yes	Term: 60 Months QTY 40 X 60 Months = 2400
5			PROFESSIONAL SERVICES REMOTE SERVICE INSTALLATION & CONFIGURATION	ea	1	\$5,056.1400	\$5,056.1400	Yes	Rubrik Professional Services, Remote Installation and Configuration of up to 8 briks per site, must be used within 6 months of purchase
6			All Other Fees including but not limited to taxes, delivery, setup, etc,	ea	1	\$357.5000	\$357.5000	Yes	SHIPPING AMOUNT

Line Item Subtotals

Section Title	Line Total
Section 1	\$109,789.4300
Grand Total	\$109,789.4300



REQUEST FOR BIDS (RFB) New Rubrik Backup Appliance and Services

INVITATION

The West Valley Water District ("District") is seeking the services of a qualified vendor for the purchase and professional installation of a New Rubrik R6404s Enterprise Appliance Backup System, Rubrik cloud vault and 5 years of support services. Bidder must submit a bid for all the requested appliances, installation, maintenance, and support for a period of 5 years.

The bid must be submitted on Planet Bids (PB). No bids shall be submitted after **5:00 PM on Thursday, February 2, 2023**. Late qualification documents will not be accepted.

During the RFP process, respondents shall direct all questions through Planet Bids. Responses to questions received five (5) days or less prior to the RFP deadline will not be available. If there is any revision to the RFP, an addendum will be issued and made available to all firms receiving RFP documents.

The District hereby reserves the right to reject any and all bids, to waive any irregularity, and to award the contracts to the lowest responsible responsive bidder. No bidder may withdraw his proposal and the proposal is to remain firm for a period of sixty (60) days after bid opening.

BACKGROUND

West Valley Water District (“District”) is a County Water District, a public agency of the State of California, organized and existing under the County Water District Law (Division 12, Section 30,000 of the Water Code) of the State of California. The district serves water to over 20,000 connections within the Cities of Rialto, Fontana, Colton, Jurupa Valley (Riverside County) and to unincorporated areas of San Bernardino County. The district’s service area includes a large amount of undeveloped land which is described in various specific plans.

The district’s distribution system includes eight pressure zones which are divided into a northern and southern system with the City of Rialto serving the area in between. The system includes 72.61 million gallons of storage capacity, 12 booster pump stations, 17 active production wells, several treatment facilities and over 150 miles of transmission lines.

Water supplies include groundwater from District wells in 4 groundwater basins, from imported State Water Project water and Lytle Creek surface flows treated at the Oliver P. Roemer Water Filtration Facility, from water purchased through the Base Line Feeder pipeline and from groundwater treated at our new Groundwater Wellhead Treatment System.

PROJECT DESCRIPTION and SCOPE OF WORK

The District is seeking the services of a qualified vendor from which to purchase and install a new Rubrik R6404s Enterprise appliances with Data immutability, support and professional services and installation. Bidder must submit a bid for the requested appliances, installation, maintenance, and support for a period of 5 years. Vendor is to install and configure the new equipment and provide District staff with training on the new system.

As part of the work, the vendor shall furnish and assume full responsibility for everything required for the orderly progress, proper execution, and completion of the work, whether temporary or permanent. Also, whether incorporated into the work including, but not limited to, materials, equipment, labor including subcontractor, transportation, construction equipment, machinery, tools, other facilities, and incidentals.

The vendor shall perform and complete work, including supervision, administration services, coordination of all subcontractors, tests, and inspections. Also, other items that are necessary to complete the finishing, equipping, functioning of the facilities and structures together with all additional, collateral, incidental work and series required for completions of the provision of the work.

Although the District is attempting to identify the limits and services required, this should not limit the contractor in the development of a scope it believes is necessary to meet the district’s goals and objectives.

The following is intended to describe and specify the District’s Computer Network Backup System equipment.

The District has selected Rubrik 6404S Backup Appliance and Rubrik Cloud Vault Tier Per BETB Solution with required Licensing and Support Services with a Maintenance support of 5 years. Backup system must have Immutable data protection and cloud secure backup.

This Backup appliance and Services will replace existing Dell data domain backup solution that is at the end of its technical life.

Vendor will supply, install, and configure a complete Rubrik backup solution with Cloud tier.

Vendor will provide Professional Services and remote installation support.

Warranty: The contractor shall warrant that the hardware products and device components are free from defect in materials and/or workmanship for a period of (5) years from the date of installation.

The vendor shall, in performing the services as described herein, utilize technicians skilled in the service of the described systems. All contractors and any sub-contractors used in this project are required to be licensed, bonded, and insured per the district’s requirements.

The vendor shall see that all system installation and configuration services shall be accomplished in accordance with the applicable codes, manufacturer recommendations and any State or Local codes and regulations.

SCHEDULE OF EVENTS

01/19/2023	Issuance of Request for Bids
01/27/2023	Deadline for Written Questions
02/02/2023	Bids Due by 5:00 PM
03/02/2023	District Approval of Purchase (est.)

PAYMENT TERMS

District will issue a Purchase Order to awarded vendor. After the District has determined the completion and installation of products and services are satisfactory, the vendor will provide an invoice and District will pay such invoice within 30 days.

REFERENCES

Vendors to provide 3x references of similar Rubrik Back Up System installations of other Public Agencies preferably in California in the last 3 years. At a minimum, a short description of the work performed, when it was performed and a contact person.

REFERENCES

1. VENDOR ITEM: Fortinet Fortigate
POP DATES: 10/28/2021

Customer Information: Spring Street Courthouse, 312 North Spring Street
Los Angeles, California, 90012

Contact details: Armando Vega
213-314-8715
avega@lacourt.org

2. VENDOR ITEM: NETWRIX SOFTWARE SUBSCRIPTION

POP DATES: 12/22/22

Customer Information: Orange County Dept. of Education

Amount of Award: \$59,968.00

3. VENDOR ITEM: Nessus Professional

Amount of Award: \$9,286.92

POP DATES: 06/13/22

Customer Information: North County Transit District

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. vPrime Tech Inc		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		
	<input type="checkbox"/> Other (see instructions) ▶		
	5 Address (number, street, and apt. or suite no.) See instructions. 1400 Broadfield Boulevard, Suite 200		Requester's name and address (optional)
6 City, state, and ZIP code Houston, Texas 77084-5162			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
or									
Employer identification number									
8	6		1	7	4	4	9	1	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>11/29/2022</u>
------------------	--	--------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
CERTIFICATE OF REGISTRATION - USE TAX

March 22, 2021

ACCOUNT NUMBER

204226624



Office of Control:
Out-of-State / Houston

VPRIME TECH INC
1400 BROADFIELD BLVD STE 200
HOUSTON TX 77084-5162

IS REGISTERED WITH THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION AND IS AUTHORIZED TO COLLECT STATE AND LOCAL USE TAXES REQUIRED TO BE COLLECTED UNDER PARTS 1 AND 1.5 OF THE CALIFORNIA REVENUE AND TAXATION CODE, AND TO FURNISH RECEIPTS THEREFOR. FURTHER, THE SAME AUTHORITY EXTENDS TO SELLERS, WITH RESPECT TO COLLECTION OF TRANSIT DISTRICT USE TAXES UNDER PART 1.6 OF THE CALIFORNIA REVENUE AND TAXATION CODE, WHO ARE ENGAGED IN BUSINESS IN A TRANSIT DISTRICT IMPOSING TRANSIT DISTRICT USE TAXES, OR WHO, IF NOT ENGAGED IN BUSINESS IN A TRANSIT DISTRICT, HAVE BEEN AUTHORIZED TO COLLECT TRANSIT DISTRICT USE TAXES.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or**

Packet Pg. 139

vPrime Tech Inc
 1400 Broadfield Blvd
 Suite 200
 Houston, Texas 77084-5162
 (833) 333-1314
 vprime@vprimetech.com
 www.vprimetech.com

Purchasing Department
 Al Robles
 909-875-1804
 arobles@wwwd.org
 855 West Baseline Road
 Rialto, California 92376
 2023-01

QUOTE

Quote # 11818111085
Quote Sent Date 02/01/23
Payment Terms Net 30
Certified MBE

Item #	Part Number	Description	Qty	Unit Price	Ext. Price
1	RS-BT-CEP30-BS-PP	Rubrik Complete Pro Edition-Term: 60 Months QTY 30 X 60 Months = 1800	1800	\$37.65	\$67,770.00
2	RS-HW-SVC-BS-S2	Support for R6000S Tier 2 hardware, prepay-Term: 60 Months QTY 1 X 60 Months = 60	60	\$209.06	\$12,543.60
3	RS-BT-CVA-BS-PP	Rubrik Cloud Vault-Term: 60 Months QTY 40 X 60 Months = 2400	2400	\$3.53	\$8,472.00
4	RA-PS-INST-RMOT	Rubrik Professional Services, Remote Installation and Configuration of up to 8 briks per site, must be used within 6 months of purchase	1	\$5,056.14	\$5,056.14
5	RHA-6404S-02	Appliance, 4-node, 48TB raw HDD, 1.6TB-Tied to: RS-BT-CEP30-BSPP RS-HW-SVC-BS-S2 Rubrik, Inc. - RHA-6404S-02	1	\$15,590.19	\$15,590.19
6	0	Shipping Fee	1	\$357.50	\$357.50
Subtotal					\$109,789.43
Total					\$109,789.43

Lead Time:

Purchase Terms:



ALBRIGHT, YEE & SCHMIT, APC
707 Wilshire Boulevard, Suite 3600
Los Angeles, CA 90017-3516
Phone: (213) 833-1700
Fax: (213) 833-1710
www.ayslaw.com

West Valley Water District

Invoice

Invoice Number 27985
Invoice Date 03/09/2023
Payment Due On 03/09/2023
Amount Due \$325.00

Pay Now



Scan to pay

Subtotal	\$325.00
Total	\$325.00
Prior Balances	\$1,987.50
Payments Since Last Invoice	-\$1,987.50
Total Balance Due	\$325.00

*ok to pay
3/16/2023*



Carpenter, Rothans & Dumont LLP

500 South Grand Avenue, 19th Floor
 Los Angeles, California 90071
 T: 213.228.0400
 F: 213.228.0401
 www.crdlaw.com

Mr. Robert Manuel Nacionales Tafoya
 GENERAL COUNSEL
 WEST VALLEY WATER DISTRICT
 316 W. 2NC STREET, SUITE 200
 LOS ANGELES, CA 90012

RE: **GUNN, DIANA v. WEST VALLEY WATER DISTRICT**
 CLAIM NO.: UNKNOWN
 DATE OF LOSS: 06/30/2020
 CASE NO.: CIV SB 2117195
 OUR FILE NO: WVWD.1001

BILLING INVOICE SUMMARY

	Current	YTD	FTD
Invoice #	42948		
FEES	\$1,347.50	\$21,950.00	\$28,962.50
COSTS	\$0.00	\$1,398.97	\$392.78
TOTAL	\$1,347.50	\$23,348.97	\$29,355.28

TOTAL DUE FOR DECEMBER 2022:

\$1,347.50

ok to pay
11/2023



Carpenter, Rothans & Dumont LLP

500 South Grand Avenue, 19th Floor
 Los Angeles, California 90071
 T: 213.228.0400
 F: 213.228.0401
 www.crdlaw.com

Mr. Robert Manuel Nacionales Tafoya
 GENERAL COUNSEL
 WEST VALLEY WATER DISTRICT
 316 W. 2NC STREET, SUITE 200
 LOS ANGELES, CA 90012

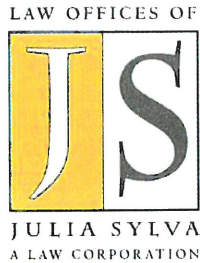
RE: GUNN, DIANA v. WEST VALLEY WATER DISTRICT
 CLAIM NO.: UNKNOWN
 DATE OF LOSS: 06/30/2020
 CASE NO.: CIV SB 2117195
 OUR FILE NO: WVWD.1001

BILLING INVOICE SUMMARY

	Current	YTD	FTD
Invoice #	43336		
FEES	\$4,180.00	\$4,511.00	\$33,473.50
COSTS	\$15.10	\$15.10	\$1,791.75
TOTAL	<u>\$4,195.10</u>	<u>\$4,526.10</u>	<u>\$35,265.25</u>

TOTAL DUE FOR FEBRUARY 2023:

\$4,195.10
 OK to pay
 3/27/2023
 VJ



March 28, 2022

VIA E-MAIL ONLY

EMAIL ADDRESS: hsainz@wvwd.org

Haydee Sainz
Director of Personnel, Human Resources
West Valley Water District
855 W. Baseline Road
Rialto, CA 92376

Re: Invoice Number: **22-11** – Litigation Matter
Billing Period: Through November 30, 2022;
*Attached Invoice is Confidential-Attorney-Client Privilege and
Not a Public Record; Invoice ID Numbers: 10207 and 10208*

INVOICE SUMMARY – This Invoice Summary is a public record:
Legal Fees: \$14,517.00
Costs: \$ 508.00
Total Fees and Costs: \$15,025.00

ok to pay 3/28/23

This is a follow up to my email regarding payment for the above referenced invoices. Please contact me if you have any questions. Thank you for the opportunity to be of service to you and the West Valley Water District. *Prompt payment is appreciated.*

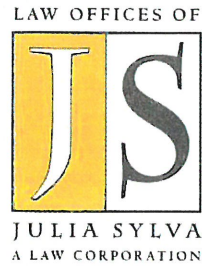
Sincerely,

Law Offices of Julia Sylva, ALC

Karina Celis,
Billing Clerk

Enclosures

cc: Julia Sylva



March 2, 2023

VIA E-MAIL ONLY

EMAIL ADDRESS: hsainz@wvwd.org

Haydee Sainz
Director of Personnel, Human Resources
West Valley Water District
855 W. Baseline Road
Rialto, CA 92376

Re: Invoice Number: **23-02** – Litigation Matter
Billing Period: February 1, 2023 through February 28, 2023;
*Attached Invoice is Confidential-Attorney-Client Privilege and
Not a Public Record; Invoice ID Number: 10253*

INVOICE SUMMARY – This Invoice Summary is a public record:

Legal Fees:	\$3,465.50
Costs:	\$ 789.50
Total Fees and Costs:	\$4,255.00

*OK to pay
3/16/2023*

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

Sincerely,

Law Offices of Julia Sylva, ALC

Karina Celis
Karina Celis
Billing Clerk

Enclosures

cc: Julia Sylva

LEAL • TREJO
ATTORNEYS AT LAW
A PROFESSIONAL CORPORATION

H. FRANCISCO LEAL
WILLIAM J. TREJO
MERCEDES CRUZ
ARTURO N. FIERRO
DAVID J. ALVAREZ
MICHAEL E. WOLFSOHN
JENNIFER A. CHAMBERLAIN
ANA MARIA QUINTANA
SAVANNAH C. SKELTON
MEGHANN A. CAREY

3767 WORSHAM AVENUE
LONG BEACH, CALIFORNIA 90808
(213) 628-0808
FAX (213) 628-0818
WWW.LEAL-LAW.COM

March 22, 2023

Mr. Van Jew
General Manager
West Valley Water District
855 W. Base Line Road
Rialto, CA 92376

**Re: Professional Services Rendered through December 2022 for
West Valley Water District – Legal matters**

Dear Mr. Jew:

Enclosed is the statement for general legal services rendered by Leal • Trejo APC under our agreement for services with the Water District. Please find below a summary of the statement submitted to you for review and payment.

Zavala

Inv. No. 19205

\$ 8,977.50

*ok to pay
3/22/2023*

Kindly make your check payable to Leal • Trejo APC, forwarding the same directly to the undersigned. Should you have any questions, please feel free to contact our office.

Very truly yours,
LEAL • TREJO APC

Francisco Leal
H. Francisco Leal

HFL/sl
Enclosures



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: APPOINTMENT OF NEW GENERAL MANAGER AND APPROVAL OF EMPLOYMENT AGREEMENT

BACKGROUND:

In May 2022 the General Manager position became vacant. West Valley District began the process of recruiting for a new General Manager in September 2022. The process started by soliciting proposals from professional recruitment firms and entering into a contract with Koff and Associates to assist with the recruitment process. With the help of Koff and Associates, the recruitment process produced multiple highly qualified candidates for the Board's consideration. After several rounds of interviews, the Board identified John Theil as their top candidate.

DISCUSSION:

Mr. Theil is currently serving in the role of General Manager for the South Tahoe Public Utility District. He has over 30 years of special district experience, having worked for the South Tahoe Public Utility for the majority of his professional career has been spent in management. Given his experience working for another special district in California and extensive experience dealing with similar challenges facing West Valley Water District, the Board believes Mr. Theil will be a good fit for the District and will work well with District staff and the Board of Directors. If the employment agreement is approved, Mr. Theil will begin serving the West Valley Water District as the new General Manager on July 6, 2023. The terms and conditions of the proposed employment agreement are comparable to other General Manager positions within the Inland Empire region. In addition to standard terms and conditions, the Agreement provides for the following salary and benefits:

1. Starting annual base salary will be \$290,000.
2. Upon the completion of a successful performance evaluation the Board of Directors may adjust the General Manager's base salary and/or other benefits, and a performance bonus may be given up to 5%.
3. The District will provide the General Manager with a monthly car allowance of \$700. This benefit is industry standard for executive management positions.
4. An annual contribution of \$22,500 will be made by the District into one of the District's qualified deferred compensation plans as selected by the General Manager.
5. The General Manager will be enrolled in the PERS Classic Tier plan in accordance with PERS rules.
6. The District will provide the General Manager with health benefits, leave accruals, and retirement benefits provided to other District management employees.

7. Mr. Thiel has agreed to the terms of a General Release Agreement related to termination of employment which is attached to the Employment Agreement as Exhibit "A".

FISCAL IMPACT:

There is no fiscal impact for FY 2022/23 because the start date is July 6, 2023. The fiscal impact for FY 2023/24 is \$104,000 fully burdened.

STAFF RECOMMENDATION:

Board of Directors recommend the appointment of John Thiel to the position of General Manager for the West Valley Water District; approval of the related employment agreement included as Attachment A; and authorization for the President to execute the Agreement.

HS;hms

ATTACHMENT(S):

1. GM.Thiel.Contract.July6.Final signed by Thiel

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into this 6th day of July, 2023 ("Effective Date") by and between WEST VALLEY WATER DISTRICT, a public agency of the State of California ("District"), acting by and through its Board of Directors, and John Thiel ("Thiel"). The District and Thiel may be collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. District is a county water district organized and operating pursuant to *Water Code Sections 30000, et seq.*

B. District desires to engage the services of Thiel as the General Manager of the District ("General Manager") and Thiel desires to perform the services of the General Manager.

C. Thiel represents and warrants that he has the skill and ability to serve as General Manager and wishes to accept such employment.

D. The Parties now desire to enter into this Agreement for the purpose of setting forth the terms and conditions upon which Thiel shall render certain services to District as General Manager.

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

1. This Agreement has no specific term because Thiel is an "AT WILL" employee. This means Thiel works at the will of the District and can be terminated at any time for any reason or no reason at all per the terms set forth in this Agreement.

2. (a) The District employs Thiel, as of July 6, 2023, as General Manager, subject to no probationary period from the date of appointment, and Thiel accepted the position offered by the District, to serve as its General Manager. It is expressly understood that Thiel, in his capacity as General Manager, is a contracted "AT WILL" employee who serves at the pleasure of the Board of Directors of the District ("Board"), subject to the provisions set forth herein. Thiel agrees to observe and to comply with the rules and regulations of the District as adopted by the Board respecting performance of his duties, to abide by all laws, local, state and federal, and to carry out and to perform orders, directives and policies of the District as they may be, from time to time, stated to him either orally or in writing by a majority of the Board.

(b) Thiel shall be the General Manager of the District and shall perform such duties and services as shall be necessary and advisable to manage and conduct the business of the District, subject at all times to all applicable law(s) and Board decisions, as well as the consent, approval and direction of the Board.

(c) Thiel will devote his full time and attention to the performance of his duties and to District business affairs. Thiel shall report to the Board of Directors and District's offices for work under the District's work schedules and at such other times as may be necessary to discharge his duties, except when away on District business, or as otherwise excused, such as

for vacations and for holidays. Thiel agrees that he will report to work when necessary to District's operations, regardless of regularly scheduled hours to the extent such attendance is reasonably possible.

(d) Thiel may devote a reasonable amount of time to professional water district and community related activities, so long as the time devoted to these other activities does not interfere with the performance of his duties to the District. Participation at those professional and other organizational activities will be subject to review and approval by the Board.

(e) This Agreement shall in no way be interpreted as prohibiting Thiel from making passive personal investments and/or attending to such other personal business affairs, provided that such personal investments and/or private business affairs in no way interferes with and/or conflicts with his duties and responsibilities as General Manager and/or the needs and best interests of the District.

3. (a) District shall compensate Thiel for the services performed pursuant to this Agreement in the annual sum of Two Hundred and Ninety Thousand Dollars (\$290,000.00), payable in installments at the same time as other employees of the District are paid. District shall have the right to deduct or withhold from compensation due Thiel hereunder all sums required for federal income and social security taxes, if any, and all state or local taxes now applicable or that may be enacted and become applicable in the future. Thiel will receive all benefits contained in Exhibit "A" titled "West Valley Water District Summary of Benefits."

(b) Performance Evaluation. In one year from July 6, 2023, or as soon as practicable, the Board shall evaluate the performance of Thiel and other relevant factors and shall consider making adjustments in the annual salary of Thiel, as the Board may deem appropriate, in its sole and absolute discretion, in accordance with such evaluation. The Board shall meet and confer with Thiel regarding such evaluation and the conclusions to be reached therefrom. However, Thiel understands that the District makes no commitment to increase or decrease Thiel's salary at any particular time on any regular basis.

(c) Performance Award. During the Employment Term, Employer may also pay Employee a Performance Award in addition to Base Salary for successful completion of goals and objectives established by the Board. For purposes of this Agreement, the term "Performance Award" shall be defined as meritorious compensation, subject to appropriate withholdings, not included in the calculation of Base Salary. The issuance of a Performance Award and the amount thereof shall be within the sole discretion of the Board however, the amount of any Performance Award that Employee may receive under this Agreement shall not exceed five percent (5%) of Base Salary.

(d) As an exempt managerial employee, under no circumstances will Thiel be entitled to any overtime pay, regardless of the number of hours he may work in any work week.

(e) District will provide Thiel with a District cellular telephone, laptop computer, iPad, and such other technical equipment ("Technical Equipment") as may be necessary for the performance of his duties, at District cost and expense. The District will provide

Thiel with an office next to the Assistant General Manager and provide administrative support with pool secretarial assistance. The District has provided Thiel with Technical Equipment as part of his employment as the General Manager. It is understood that the District is not providing Thiel with new Technical Equipment on the execution of this Agreement. However, during Thiel's employment, District shall refresh and replace said Technical Equipment periodically in accordance with District policy. In addition, District shall budget and pay Thiel's professional dues and subscriptions necessary for continued full participation in approved national, regional, state, and local associations and organizations necessary and desirable for continued professional growth and advancement for the good of the District.

(f) Thiel will be entitled to a District vehicle for District business. All reasonable, documented expenses concerning such vehicle will be the responsibility of the District, including, but not limited to, the fueling and maintenance thereof. The District, at District's sole cost and expense, shall provide bodily injury and property damage insurance for such vehicle at the amounts carried for District vehicles. Thiel may take a \$700.00 per pay period vehicle allowance in place of a District vehicle at his sole discretion. Thiel may decline vehicle or vehicle allowance and instead, elect to receive the same amount as additional base pay, and paid in accordance with Section 3(a).

(g) Thiel will be entitled to receive the same paid holidays as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(h) The District has established a 457 and a 401(a) Plan pursuant to the Internal Revenue Code and the regulations promulgated thereunder and Thiel may participate in such plans. The District shall make an annual financial contribution to Thiel's 401a supplemental retirement account in the amount of \$22,500 per year. Thiel may decline this contribution and instead, elect to receive the same amount as additional base pay, and paid in accordance with Section 3(a).

(i) Thiel and his dependents (including his spouse) will be entitled to the same life insurance, accidental death and dismemberment insurance and long-term disability benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(j) Thiel and his dependents (including his spouse) shall be entitled to the same medical insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(k) Thiel and his dependents (including his spouse) will be entitled to the same vision care and dental insurance benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(l) Thiel will be entitled to the same PERS retirement programs and education assistance programs as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(m) Thiel will be entitled to the same leaves of absence (e.g., vacation, sick) as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES", except that Thiel shall immediately begin accruing vacation at the rate of 7.7 hours per pay period for the duration of this Agreement. Thiel may be allowed to cash out 50% of his vacation time but must use 50%. If Thiel is not able to use 50% of his vacation within the allotted time, he may apply to the Board for a three-month extension, which should not be unreasonably denied.

(n) In addition to vacation time, Thiel shall be allowed one hundred and twenty hours (120) of paid administrative leave per fiscal year. This leave is non-cumulative.

(o) Thiel will be entitled to the same social security benefits and any other like or kind benefits as the District's regular fulltime employees per the terms and conditions of the current approved District's "PERSONNEL POLICIES AND PRACTICES".

(p) Consistent with Article 1204 of the District's "PERSONNEL POLICIES AND PRACTICES" a retired employee and dependent spouse (See Article 2), or spouse of a deceased employee or retiree, may continue his/her medical, dental and vision insurance at District's expense on the basis of the following: employee is a minimum of fifty-five (55) years of age with a minimum of 5 years of continuous service. (See Article 1204 of the District's "Personnel Policies and Practices.")

(q) Tuition and Fees Reimbursement. West Valley Water District will reimburse the General Manager for educational tuition and fees. One hundred percent of fees will be eligible for reimbursement each fiscal year, not to exceed \$5,000.00. The General Manager shall successfully complete the course(s) with a "C" or equivalent passing grade. Failure to successfully complete the course(s) will result in no reimbursement. Items subject to reimbursement shall include fees actually paid by the employee such as registration fees, tuition (educational fees), books, parking, and laboratory fees. Proof of payment will be required to reimburse the General Manager for these items.

(r) Salary Adjustment. Following the annual performance evaluation set forth in Section 3(b) hereof, the Board of Directors may increase EMPLOYEE's base salary and benefits package based on the results of those annual reviews. Any adjustments in the base salary and/or benefits following the annual performance evaluation under Section 3(b) shall be at the sole discretion of the Board of Directors. Employee will be eligible to receive those salary adjustments, which may be granted by the Board of Directors to regular fulltime employees, upon approval by the Board of Directors.

4. (a) Thiel serves at the will and pleasure of the Board. District may terminate this Agreement, in whole or in part, upon a vote of at least three (3) of the five (5) members of the Board (i) with cause or (ii) without cause. Notwithstanding the foregoing, this Agreement shall terminate on the death, retirement, or permanent disability of Thiel.

b) In the event the District terminates Thiel's employment without cause, and if Thiel executes a full release of all claims against the District including, but not limited to a Civil

Code section 1542 release, then and only then Thiel shall be entitled to a severance pay equal to twelve (12) months of his base salary in effect at the time of termination.

c) In exchange for the severance pay set forth in subsection (b) above, Thiel hereby expressly waives any right he may have under any applicable law, District policy or otherwise to challenge or appeal his termination.

d) In the event Thiel 's employment is terminated by the District for cause, he will not be entitled to severance pay. The term "cause" shall mean any of the following as determined by the Board: (i) willful damage to District property; (ii) a material breach by Thiel of the terms of his employment; (iii) willful violation of conflict of interest; (iv) acts of dishonesty, (v) intentional insubordination, (vi) misappropriation, embezzlement, intentional fraud, (vii) conviction of any misdemeanor or felony, and any similar misconduct by Thiel. Upon termination for cause, Thiel shall be entitled to receive all compensation earned but unpaid, for actual work performed as of the date of termination for cause and for accrued vacation time plus all compensation required under the law.

5. (a) Thiel is an "AT WILL" employee of the District and shall serve at the pleasure of the District and nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the District to terminate the services of Thiel for any reason, or no reason at all, with or without cause, at any time, subject only to California law and the provisions set forth in this Agreement.

(b) Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Thiel to resign at any time from his position with the District.

(c) In the event the District terminates Thiel's employment pursuant to this Agreement, and if Thiel is not otherwise in breach of the terms of this Agreement, and if Thiel executes a written waiver of any and all claims Thiel may have against the District, including but not limited to a Civil Code Section 1542 waiver, then the District shall pay a severance equal to a lump sum payment equal to twelve months' base salary as indicated in paragraph 4(b). No benefits shall be included in a severance calculation The District shall be relieved of any obligation to pay severance pay if Thiel fails to execute a waiver as described above or if Thiel is terminated for cause as defined in paragraph 4(d) in carrying out the duties obligated under this Agreement or if Thiel is convicted of any illegal act involving moral turpitude or personal gain, or of any misdemeanor or felony.

6. Thiel may resign at any time. In the event of resignation, death, illness, or incapacity (as discussed in subsection 4(a) above), Thiel shall not be entitled to any severance pay. District shall have the option, in its discretion to terminate Thiel at any time prior to the end of such notice period if District pays Thiel all compensation due and owing through the last day actually worked, plus an amount equal to the base salary Thiel would have earned through the remainder of the notice period.

7. Thiel will be reimbursed for reasonable and appropriate District related business and/or travel expenses in connection with the performance of his duties under this Agreement

and in accordance with the District's general policies on business expenses.

8. (a) If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (i) promptly negotiate a substitute for the provision which shall, to the greatest extent legally permissible, effect the intent of the parties in the invalid, illegal or unenforceable provision, and (ii) 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 (i) 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 provision, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provision did not exist.

(b) This Agreement may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

(c) This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and any agreement or representation with respect to the same or the obligations of either Party with respect to the same which is not expressly provided in this Agreement or in a written document which is signed by the Party to be charged, shall be null and void.

(d) This Agreement may not be amended except by a subsequent writing which is signed by the Parties.

(e) The Recitals set forth herein are incorporated herein and are an operative part of this Agreement.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(g) If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, each Party shall pay its own attorneys' fees.

(h) No official or employee of the District shall be personally liable to Thiel in the event of any default or breach by District or for any amount which may become due to Thiel or for any breach of the terms of this Agreement.

(i) No director, officer or employee of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such director, officer or employee participate in any decision relating to this Agreement which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. Thiel warrants that he has not paid or given and will not pay or give any third party any money or other

consideration for obtaining this Agreement.

(j) Thiel recognizes the relations of trust and confidence that are established by this Agreement, and covenants with the District to furnish his best skill and judgment, and to actively cooperate and assist in furthering the best interests of the District in all matters pertaining to the services provided herein.

(k) Each Party represents and warrants to the other Party 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.

(l) Thiel may not assign this Agreement in whole or in part. Any attempted assignment shall be null and void.

(m) Thiel acknowledges that (1) he has had the opportunity to consult counsel regarding this Agreement, (2) he has read and understands this Agreement, (3) he is fully aware of its legal effects, and (4) he has entered it freely and voluntarily and based on his own judgment and not on any representations of promises other than those contained in this Agreement.

9. Arbitration: All disputes, claims, complaints, or controversies ("Claims") that Employee may have against the District and/or any of its employees, Board Members, Officers, Directors, or any of its agents (collectively and individually the "District"), including contract claims; tort claims; discrimination and/or harassment claims; retaliation claims; claims for wages, compensation, penalties or restitution; and any other claim under any federal state, or local statute, compensation, regulation, rule, ordinance, or common law, arising out of and/or directly or indirectly related to my application for employment with the District, and/or the terms and conditions of my employment with the District, and/or termination of my employment with the District (collectively "Covered Claims"), are subject to arbitration and must be settled by arbitration pursuant to the terms of this Agreement and will be resolved by Arbitration and NOT by a court or jury. The parties hereby forever waive and give up the right to have a judge or jury decide any Covered Claims. California law will apply to any arbitration. The arbitration shall be conducted at JAMS and will be subject to JAMS rules to the extent consistent with California law. The number of arbitrators shall be determined by JAMS or agreement of the parties. The arbitrator may render a judgment on the award and the judgment may be entered in any court in California of competent jurisdiction.

IN WITNESS WHEREOF, the Parties have hereunto set their hands on the first day date above written.

DISTRICT:

WEST VALLEY WATER DISTRICT,
A Public Agency of the State of California

Dated: _____, 2023

By: _____
Greg Young, President

Dated: _____, 2023

By: _____
Elvia Dominguez, Board Secretary

EMPLOYEE:

Dated: _____, 2023

By:  _____
John A. Thiel

APPROVED AS TO FORM:

Dated: _____, 2023

By: _____
Vincent C. Ewing, Interim General Counsel

EXHIBIT A
Summary of Benefits – General Manager

1. Health Insurance - Becomes effective the first of the following month after date of hire for self and family.
2. Dental Insurance - Becomes effective the first of the following month after date of hire for self and family. Coverage includes orthodontic benefits after one year of employment.
3. Vision Service Plan- Becomes effective the first of the following month after date of hire for self and family.
4. Long-Term Disability Plan - Becomes effective the first of the following month after thirty (30) days of employment.
5. Life Insurance Plan – Becomes effective the first of the following month after thirty (30) days of employment. The coverage through The Standard provides a flat amount policy for both Basic Life and AD&D covered for \$300,000.
6. Employee Assistance Program (EAP) – Becomes effective the first of the following month after thirty (30) days of employment.
7. Tuition Reimbursement Program – Up to \$5,000 annual tuition per fiscal year.
8. Sick Leave – 96 hours of sick leave per year
9. District employees receive 12 holidays per year plus two (2) floater holidays.
10. Annual Vacation Accrual: 200 hours
11. Administrative Leave: 120 hours

(District pays the total cost of the above benefits)

12. Public Employees' Retirement System (PERS) – effective first day of work. Under the Public Employees' Pension Reform Act (PEPRA) of 2013, new members will be provided the 2% at 62 retirement formula with an employee contribution of 6.75% of the annual salary. However, if confirmed as a Classic Employee with PERS, your formula will be 2% at 55 and District will pay both the Employer and Employee portion of this benefit.
13. Social Security and Medicare – employees contribute their portion of this benefit.

In addition, a 457 retirement plan, supplemental Insurance and credit union services are offered for voluntary participation.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: April 6, 2023
TO: Board of Directors
FROM: Van Jew, Acting General Manager
SUBJECT: ADOPT RESOLUTION AUTHORIZING A NEW SALARY SCHEDULE

BACKGROUND:

Recently, the Board finalized interviews and selection for the General Manager position. During the negotiation process, the current salary range was discussed and reviewed to determine if the District was competitive in the area of compensation. Staff conducted a salary survey which showed the need to amend the salary range for the General Manager position.

DISCUSSION:

Staff completed a salary survey for the General Manager position that included the following special districts: Cucamonga Water District, East Valley Water District, San Bernardino Valley Water District, San Bernardino Municipal Water District, Jurupa Community Services District, Western Municipal Water District, Rubidoux Water District, and Inland Empire Utilities Agency. The results of the salary survey of the surrounding cities ranged from \$296,000 up to \$352,792 annually.

Based on the survey it was determined that the salary range for the General Manager needs to be adjusted.

The proposed adjustment to the Annual Salary to the GM range is as follows:

CURRENT	PROPOSED
\$235,768 - \$259,345	\$266,423 – \$290,000

FISCAL IMPACT:

There is no fiscal impact.

STAFF RECOMMENDATION:

Adopt a resolution establishing a new salary schedule to reflect the salary change for the General Manager.

HS:hms

ATTACHMENT(S):

1. FY2022-2023 Salary Schedule 04062023
2. Resolution to amend the salary schedule for GM 2023

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 04/06/2023

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GIS STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 19.42		N
STUDENT INTERN (LIMITED TERM <1000 HOURS)	22	\$ 19.42		N
CUSTOMER SERVICE REP I	24	\$ 42,411	\$ 59,717	N
ASSISTANT WATER SYSTEMS OPERATOR	26	\$ 44,574	\$ 62,691	N
CUSTOMER SERVICE REP II	28	\$ 46,800	\$ 65,811	N
PURCHASING / INVENTORY SPECIALIST I	28	\$ 46,800	\$ 65,811	N
* PURCHASING / INVENTORY SPECIALIST I	Y		\$ 78,090	N
WATER SYSTEMS OPERATOR I	30	\$ 49,130	\$ 69,098	N
ACCOUNTING SPECIALIST II	32	\$ 51,563	\$ 72,571	N
CUSTOMER SERVICE REP III	32	\$ 51,563	\$ 72,571	N
ENGINEERING SPECIALIST II	32	\$ 51,563	\$ 72,571	N
FIELD OPERATIONS SPECIALIST II	32	\$ 51,563	\$ 72,571	N
FACILITIES MAINTENANCE TECHNICIAN	33	\$ 52,874	\$ 74,381	N
ACCOUNTING SPECIALIST III	34	\$ 54,142	\$ 76,211	N
CUSTOMER SERVICE LEAD	36	\$ 56,867	\$ 80,018	N
WATER SYSTEMS OPERATOR II	36	\$ 56,867	\$ 80,018	N
ENGINEERING TECHNICIAN II	38	\$ 59,717	\$ 83,990	N
ELECTRICAL & INSTRUMENT TECHNICIAN	40	\$ 62,691	\$ 88,171	N
WATER SYSTEMS OPERATOR III	40	\$ 62,691	\$ 88,171	N
ACCOUNTING SPECIALIST LEAD	42	\$ 65,811	\$ 92,602	N
COMMUNITY AFFAIRS REPRESENTATIVE	42	\$ 65,811	\$ 92,602	N
ENGINEERING TECHNICIAN III	42	\$ 65,811	\$ 92,602	N
ASSISTANT ENGINEER	42	\$ 65,811	\$ 92,602	N
LEAD WATER SYSTEMS OPERATOR	44	\$ 69,098	\$ 97,198	N
WATER QUALITY SPECIALIST	44	\$ 69,098	\$ 97,198	N
ACCOUNTANT	46	\$ 72,571	\$ 102,107	N
DEVELOPMENT COORDINATOR I	46	\$ 72,571	\$ 102,107	N
ELECTRICAL & INSTRUMENT SPECIALIST	46	\$ 72,571	\$ 102,107	N
INFO TECH. SUPPORT SPECIALIST	46	\$ 72,571	\$ 102,107	N
PUBLIC AFFAIRS ANALYST	46	\$ 72,571	\$ 102,107	N
PURCHASING ANALYST	46	\$ 72,571	\$ 102,107	N
DEVELOPMENT COORDINATOR II	52	\$ 83,990	\$ 118,206	Y
GIS ADMINISTRATOR	54	\$ 88,171	\$ 124,114	N
INFO TECHNOLOGY ADMINISTRATOR	54	\$ 88,171	\$ 124,114	N
HUMAN RESOURCES ANALYST	113	\$ 64,563	\$ 105,934	N
HUMAN RESOURCES SPECIALIST/CONFIDENTIAL	113	\$ 64,563	\$ 105,934	N
GOVERNMENT AND LEGISLATIVE AFFAIRS ANALYST	114	\$ 67,808	\$ 111,238	N
EXECUTIVE ASSISTANT/CONFIDENTIAL	114	\$ 67,808	\$ 111,238	N
CUSTOMER SERVICE SUPERVISOR	115	\$ 71,198	\$ 116,813	N
PURCHASING SUPERVISOR	115	\$ 71,198	\$ 116,813	Y
SUPERVISING WATER SYSTEM OPERATOR	115	\$ 71,198	\$ 116,813	Y
ASSOCIATE ENGINEER W/ P.E.	117	\$ 78,499	\$ 128,773	Y
CHIEF WATER SYSTEMS OPERATOR	117	\$ 78,499	\$ 128,773	Y
BOARD SECRETARY	119	\$ 84,011	\$ 137,842	Y

WEST VALLEY WATER DISTRICT
JOB CLASSIFICATIONS - EFFECTIVE 04/06/2023

Job Classification Title	Range No	Annual Salary		Exempt
		Minimum	Maximum	Y = Yes N = No
GOVERNMENT AND LEGISLATIVE AFFAIRS MANAGER	123	\$ 102,128	\$ 167,565	Y
BUSINESS SYSTEMS MANAGER	124	\$ 107,224	\$ 175,906	Y
SENIOR ENGINEER	124	\$ 107,224	\$ 175,906	Y
HUMAN RESOURCES & RISK MANAGER	125	\$ 112,590	\$ 184,725	Y
DIRECTOR OF ENGINEERING	126	\$ 118,227	\$ 193,981	Y
DIRECTOR OF FINANCE	126	\$ 118,227	\$ 193,981	Y
DIRECTOR OF GENERAL SERVICES	126	\$ 118,227	\$ 193,981	Y
DIRECTOR OF OPERATIONS	126	\$ 118,227	\$ 193,981	Y
CHIEF FINANCIAL OFFICER	130	\$ 143,686	\$ 235,768	Y
ASSISTANT GENERAL MANAGER	130	\$ 143,686	\$ 235,768	Y
GENERAL MANAGER	GM	\$ 266,423	\$ 290,000	Y
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/05/2022			\$ 196.55	
BOARD OF DIRECTORS (10 MEETINGS MAXIMUM) as of 10/05/2023			\$ 206.38	

* =Y-Rate (base salary is set above the maximum for the range assigned, due to elimination of prior position effective 7/1/2020)

RESOLUTION NO. 2023-__

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT ESTABLISHING THE SALARY SCHEDULE AND JOB CLASSIFICATION PAY SCHEDULE FOR FISCAL YEAR 2022-23

WHEREAS, the Board of Directors (“Board”) of the West Valley Water District (“District”) previously adopted Resolution No. 2021-24, Establishing, West Valley Water District Salary Schedule and Job Classification Pay Schedule for Fiscal year 2021-22 which was approved by the Board of Directors on June 3, 2021;

WHEREAS, the District reviewed and determined that, following a regional General Manager salary study, the General Manager position salary range requires to be updated to attract and retain highly qualified staff and establish a competitive salary range; and

WHEREAS the dollar amounts of the Salary Schedule and Job Classification Pay Schedule for Fiscal year 2022-2023 will be amended and included as part of the Fiscal year 2022-2023 Operating Capital budgets, adopted by the Board of Directors on April 6, 2023;

NOW, THEREFORE, THE WEST VALLEY WATER DISTRICT BOARD OF DIRECTORS, DOES HEREBY RESOLVE AS FOLLOWS:

that the Board of Directors of the West Valley Water District adopts the Salary Schedule and Job Classification Pay Schedule for Fiscal Year 2022-23 (to amend the salary range for the General Manager) as attached Exhibit “A”.

BE IT FURTHER RESOLVED that said Resolution shall be effective April 6, 2023 for the General Manager job classification.

APPROVED, PASSED, and ADOPTED this __th day of April, 2023.

BOARD OF DIRECTORS

BY: _____
GREGORY YOUNG
President

APPROVED AS TO FORM:
Alvarez-Glasman & Colvin

VINCENT C. EWING
Interim General Counsel

CERTIFICATION

I, Elvia Dominguez, Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on the ___th day of April 2023, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Dated:

ELVIA DOMINGUEZ
Board Secretary