



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

BOARD MEETING
AGENDA

THURSDAY, NOVEMBER 7, 2019
CLOSED SESSION - 6:00 PM • OPEN SESSION – 6:30 PM

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

OPENING CEREMONIES

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

ADOPT AGENDA

PUBLIC PARTICIPATION

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

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

INFORMATION

1. The Pacific River Project
2. Emergency Well Optimization Project Update.

CONSENT CALENDAR

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

Consideration of:

3. Treasurer Report August 2019.
4. Receive and File September 2019 Cash Disbursements Report.

BUSINESS MATTERS

Consideration of:

5. Resolution 2019-31, Application for Bureau of Reclamation (WaterSMART) Drought Resiliency Grant Funds for Pacific River Project Conceptual Appraisal and Analysis.
6. Budget Amendment to Fund Agreement with Aerotek, Inc. for Temporary Labor Services for Fiscal Year 2019-20.
7. Consider Annual Renewal of a Professional Services Agreement For L.A. County Public Safety, Security and Emergency Management Consulting Services, LLC (Consultant).
8. Consider Approval of a Professional Services Agreement for Clifton Engineering for Engineering Services.
9. CIP Budget Amendment to Facilitate Additional Maximo Licensing and Hosting Services.
10. Approval of payment to Tafoya Law Group, APC for professional services rendered in September 2019, Invoice No. 19-1009: \$25,807.57 and October 2019, Invoice No. 19-1010: \$21,858.88.
11. District closure for the week of the 2019 Christmas Holiday

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

- **Board Members**
- **Legal Counsel**
- **General Manager**
 - ❖ 1,814 days without a “Loss Time” claim

UPCOMING MEETINGS

- November 11, 2019 - The West Valley Water District will be CLOSED in observance of the Veterans Day Holiday
- November 12, 2019 - West Valley Water District Human Resources Committee Meeting at 6:00 PM at the District Headquarters
- November 12, 2019 - West Valley Water District Safety and Technology Committee Meeting at 6:20 PM at the District Headquarters
- November 13, 2019 - West Valley Water District Engineering, Operations and Planning Committee Meeting at 6:00 PM at the District Headquarters
- November 15, 2019 - West Valley Water District Finance Committee Meeting at 10:00 AM at the District Headquarters
- November 18, 2019 - Association of the San Bernardino County Special Districts (ASBCSD) dinner, hosted by Yucaipa Valley Water District at the Crystal Creek Facility in Yucaipa, CA. Social hour will begin at 6:00 PM, with a call to order at 6:45 PM
- November 19, 2019 - San Bernardino Valley Municipal Water District Regular Board Meeting at 2:30 PM at 380 E. Vanderbilt Way, San Bernardino, CA
- November 21, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (6:00 PM Closed Session) at the District Headquarters
- November 28-29, 2019 - The West Valley Water District will be CLOSED in observance of the Thanksgiving Day Holiday
- December 5, 2019 - West Valley Water District Board of Directors Meeting at 6:30 PM (6:00 PM Closed Session) at the District Headquarters

CLOSED SESSION

- **ANTICIPATED LITIGATION** Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: Number of Cases: Four (4)

- CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Clifford Young, Patricia Romero, Naisha Davis, West Valley Water District v. Tafoya and Garcia, et al. Case No.: 19STCV05677
- CONFERENCE WITH LEGAL COUNSEL -EXISTING LITIGATION Pursuant to Paragraph (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Maria Guerrero vs. West Valley Water District, San Bernardino County Superior Court Case No. CIV DS 1910987
- CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Pursuant to paragraph one (1) of subdivision (d) of Government Code Section 54956.9 Case Name: Karen Logue v. West Valley Water District Case No.: CIVDS1818381

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 November 4, 2019.



Crystal L. Escalera, Board Secretary

Please Note:

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

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



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: EMERGENCY WELL OPTIMIZATION PROJECT UPDATE

BACKGROUND:

In March 2019, District staff presented concerns to the Board about the District's ability to meet water demand during the upcoming summer months since at least 15 out of the District's 23 extraction wells were inoperable due to deferred maintenance, depleted groundwater levels or contamination. In response, the Emergency Well Optimization Project was implemented so that District staff could expedite the solutions needed to get the critical extraction wells back online for use in the distribution system.

DISCUSSION:

Since the Emergency Well Optimization Project was implemented in April 2019, three wells have been completed, permitted and put back into service; two wells have been completed and are awaiting permits; one well is still "in progress" pending a determination about the best course of action to treat contaminants; and, four wells remain inoperable as staff has determined that they will require extensive remediation or rehabilitation efforts that are expected to take more than one year at a cost of more than \$1M each, and do not fit within the framework of the short-term Emergency Well Optimization Project. Staff is requesting that the four remaining wells be removed from the Emergency Well Optimization Project list and categorized as non-emergency CIP. In conclusion, a total of 7.56 million gallons per day (MGD) has been added as a result of the completed wells, with an additional 3.31 MGD expected to be available within the month of November as permits are received.

FISCAL IMPACT:

No fiscal impact. The cost of emergency well repairs and rehabilitation was included in the fiscal year 2019-20 CIP Budget.

STAFF RECOMMENDATION:

Staff recommends that the four remaining wells be removed from the Emergency Well Optimization project and be returned to regular CIP, and that the Board acknowledges the

successful completion of the goal to meet this year's peak summer demand. Handouts provided for reference.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM, NL



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: TREASURER REPORT AUGUST 2019

West Valley August 2019 Treasurer Report
West Valley Water District Memo for August 2019 Investments
West Valley Water District Memo for August 2019 Reserve Accounts
August 2019 Investment Policy Analysis
August 2019 Bond Analysis

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." in a cursive script.

Clarence Mansell Jr, General Manager

MVC:ce

ATTACHMENT(S):

1. August 2019 WVWD Board Report

West Valley Water District
Cash, Investment & Reserve Balances - August 31, 2019

Institution/Investment Type	July 2019 Balance	August 2019 Balance	RESERVE ACCOUNT	Minimum Balance
Funds Under Control of the District:			RESTRICTED FUNDS	
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	2016A Bond	\$ 516.50
	\$ 4,300.00	\$ 4,300.00	Customer Deposit Accounts	\$ 3,609,568.68
Checking and Savings:			Capacity Charge Acct Balance	\$ 11,870,994.04
Chase - General Government Checking	\$ 7,189,089.50	\$ 6,661,803.34	CIP account in LAIF for capital purposes	\$ 3,000,000.00
Chase - Special Rebate Checking	\$ -	\$ -		\$ 18,481,079.22
Chase - UTC Routine Checking	\$ 303,054.85	\$ 3,054.85	CAPITAL RESERVE FUNDS	
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Capital Project Account - 100% FY 19-20	\$ 12,525,825.00
	\$ 7,540,780.85	\$ 6,713,494.69	Capital Project Account-80% FY 20-21	\$ 10,020,660.00
State of California, Local Agency Investment Fund	\$ 16,288,196.91	\$ 16,288,196.91	Administrative & General Account	\$ 1,307,893.35
US Bank - Chandler Asset Mgmt	\$ 12,579,353.21	\$ 12,709,736.10		\$ 23,854,378.35
CalTrust Pooled Investment Fund - Short Term	\$ 15,355,660.15	\$ 15,400,095.87	LIQUIDITY FUNDS	
CalTrust Pooled Investment Fund - Medium Term	\$ 10,471,248.80	\$ 10,562,560.12	Rate Stabilization Account	\$ 853,895.90
U. S. Treasury Bills			Operating Reserve Account	\$ 4,359,644.50
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	Emergency Account	\$ 1,218,390.35
			Water Banking Account	\$ 125,000.00
Total	\$ 62,239,539.92	\$ 61,678,383.69		\$ 6,556,930.75
Funds Under Control of Fiscal Agents:			OTHER RESERVES	
US BANK			Self-Insurance Reserve	\$ 5,000,000.00
2016A Bond - Principal & Payment Funds	\$ 285.60	\$ 286.07		\$ 5,000,000.00
2016A Bond - Interest Fund	\$ 230.04	\$ 230.43	OPERATING CASH	
Total	\$ 515.64	\$ 516.50	Balance Available for Daily Operations	\$ 7,786,511.87
Grand Total	\$ 62,240,055.56	\$ 61,678,900.19		\$ 7,786,511.87
			Grand Total	\$ 61,678,900.19
			UNRESTRICTED RESERVES	\$ 43,197,820.97

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

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

Chief Financial Officer

West Valley Water District Investment Memo – August 2019

Note:

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

Total Fund Balance

When comparing the District's total fund balances month-over-month between July (\$62,240,055.56) and August (\$61,678,900.19), CLA found the \$561,155 decreased fund balance was largely due to normal activity for the month of August in the District's General Government Checking account.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District's investment policy, "The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs "Nationally Recognized Statistical Rating Organization" or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars." Based on Chandler Asset Management's reconciliation summary for the period ending August 31, 2019, CLA was able to verify that the District's cash and money-market securities were in accordance with the investment policy. CLA also conducted an independent investigation of the District's cash and money-market securities and found that all of the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District's money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$13.5 billion and a portfolio manager with over five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the aforementioned requirements of the District's policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(l) and 53601.6(b)) for local government entities are also capped at 20%. The District's money market balance percentage as of August 31, 2019 is 0.43%. Therefore, the District is in compliance with both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, "there's no limitation as to the percentage of the portfolio that may be invested in this category, however, maximum investment maturities are limited to up to five years." Based on CLA's analysis, the purchase dates for all United States treasury issues fall within the five-year framework established in the investment policy.

The District's investment policy is in uniformity with the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines do not establish a maximum specified

West Valley Water District Investment Memo – August 2019

percentage of the District's investment portfolio for United States Treasury Obligations. The State of California's guidelines do, however, establish that maximum investment maturities for United States Treasury Obligations are limited to five years. As of August 31, 2019, 4.5% of the District's total portfolio is invested in United States Treasury Issues. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California's Local Agency Investment Guidelines.

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

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

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

Medium-term notes constitute 5% of the District's total investment balance as of August 31, 2019. Therefore, the District is in compliance with both the investment policy and the State of California's standards.

Federal Agency Obligations – Per Section 9.5 of the District's investment policy, "there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio." Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all of the District's current federal agency holdings are rated AAA by multiple NRSRO's as of August 31, 2019.

While the District's investment policy caps federal agency obligations at 30 percent of the investment portfolio, the State of California's Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations (Government Code Section 53601(f)). However, these guidelines are in accordance with the District's investment policy which state maximum investment maturities for federal agency obligations are limited to five years.

The maximum percentage of the District's investments in federal agency obligations is 30% of the portfolio. Federal agency obligations represent 9.8% of the District's total investment balance as of August 31, 2019. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

West Valley Water District Investment Memo – August 2019

Local Agency Investment Fund (LAIF)

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

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

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

As of the period ending August 31, 2019, the District's Local Agency Investment Fund balance represents 26.4% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report for the month ending August 31, 2019, LAIF investments had a net-yield of 2.341% for the month-ending August 31, 2019. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 50.39%
- Agencies- 18.93%
- Certificates of Deposit/Bank Notes- 18.06%
- Commercial Paper- 6.64%
- Time Deposits- 5.14%
- Loans- 0.82%

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

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

West Valley Water District Investment Memo – August 2019

The Investment Trust of California (CalTRUST)

The District maintains investments in the CalTRUST Short-Term and CalTRUST Medium-Term Funds. For the month ending August 31, 2019 the Net Asset Value per share was \$10.04 (\$15,400,095.87 book value) for CalTRUST Short-Term Fund investments and \$10.12 (\$10,562,560.12 book value) for CalTRUST Medium-Term Fund investments. Per the S&P Global Rating Pool Profile, the credit rating for the Short-Term Fund is AAf, identifying the credit quality of the fund's portfolio performance as very strong. Per the S&P Global Rating Pool Profile, the credit rating for the Medium-Term Fund is A+f, identifying the credit quality of the fund's portfolio performance as strong.

Per Section 9.3 of the District's investment policy, "no limit will be placed on the percentage total in this category." The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending August 31, 2019, the District's CalTRUST investment balance represents roughly 42.1% of the District's entire portfolio. Therefore, the District is in compliance with the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District's investment policy, "Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution." As of August 31, 2019, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, with the exception of the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$1.5 million dollars which represents funding for one payroll and one accounts payable check run. In CLA's comparison between the District's general checking account balances for July 2019 (\$7,189,089.50) and August 2019 (\$6,661,803.34), per the District's accounting staff, the decrease in the August 2019 checking account balance was largely due to normal account activity throughout the course of the month.

The UTC Routine Checking account decreased by \$300,000 between July and August, leaving a balance of \$3,054.85 in the account as of August 31, 2019. This decreased balance was due to the board's decision to transfer the United Technologies Corporation quarterly deposit received in May 2019 from the UTC Routine Checking account to the Chase General Governmental Checking account on August 8, 2019.

In analyzing the accounting for the District's cash drawers (\$3,600) and petty cash (\$700), per the District's accounting staff, the District's cash drawers are reconciled on a daily basis. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District's armored security provider, Gaurda, for deposit on a daily basis. Cash deposits are reconciled daily by the District's accounting department. Petty cash is also reconciled by the accounting department on a monthly basis. The District has provided a formalized cash drawer reconciliation for August where they confirm the total amount of cash drawers issued to employees with no variance and the supervisor signs-off on the last working day of the month.

West Valley Water District Investment Memo – August 2019

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of August 31, 2019 the District had 10.9% of its portfolio invested in bank deposit accounts.

Supranationals

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

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

As of August 31, 2019, the District’s investments in two securities categorized as supranationals was roughly 0.8% of the total portfolio and both securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District’s supranational investments meet the standards of both the investment policy and the State of California.

West Valley Water District Reserve Memo – August 2019

Note:

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

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District's reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, "no reserve fund has been established in connection with the issuance of the 2016A bonds." Therefore, the August 31, 2019 ending balance of \$516.50 satisfies the minimum balance requirements per the District's reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented on the treasurer's report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled periodically, however, they have not been traditionally reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the August 2019 Treasurer's Report reconcile with the general ledger. The August 31, 2019 balance of \$3,609,568.68 in customer deposit accounts satisfies the balance requirements of the District's reserve policy.

Capacity Charge Account – The District's reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$11,870,994.04 presented on the August 2019 Treasurer's Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

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

Rebate Accounts – Historically, West Valley Water District maintained two rebate balances on the Treasurer's Report, the Rebate 2015 and Rebate 2018 accounts. These rebates represented one-time payments due to customers for consumption charges. In the past, the rebate balances were highlighted on the District's Treasurer's Reports which indicated outstanding payments due to customers for each rebate, however these balances are no longer indicated on the Treasurer's Report. The District's by-laws are in accordance with California Government Code 50050 – 50057 which states "Except as otherwise

West Valley Water District Reserve Memo – August 2019

provided by law, money that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if not verified complaint is filed and served.” Therefore, the District must maintain and properly account for any rebates due to customers for at least three years after the rebate’s original date of issuance. After three years the District is then able to absorb those funds for general operating purposes. The District’s reserve policy does not explicitly address or specify any minimum or maximum funding levels for rebate accounts.

Although the District no longer highlights the Rebate accounts on the Treasurer’s Report, per the District’s accounting staff, all outstanding rebates were stale dated as of 1/31/19 and continue to act as a current liability on the District’s balance sheet.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District’s reserve policy, “the minimum target level WVWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 80% of the amount estimated to be needed the following fiscal year.” The District currently maintains a balance of \$22,546,485 (\$12,525,825 for fiscal year 2019-20 and \$10,020,660 for fiscal year 2020-21) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of August 31, 2019 by reviewing the board-approved 2019-20 Capital Improvement Budget which indicates a total CIP for fiscal year 2019-20 of \$12,525,825. The District conservatively expects to expend the same amount, \$12,525,825, in capital improvement costs in 2020-21. The reserve policy only requires the district to maintain 80% of the amount estimated to be needed the following fiscal year (2020-21) which amounts to \$10,020,660, fulfilling the minimum target level requirements.

Administrative & General Account – The administrative and general account is utilized to fund certain general, administration and overhead projects. While no specific target level has been earmarked for either project, the District hopes to maintain a minimum balance in the administrative and general account equal to 5% of its annual operating expenses. Per the FY 2019-20 board-approved budget, CLA can confirm the District has an operating expenses budget of \$26,157,867. As of August 31, 2019, the administrative and general account contains \$1,307,893.35, which satisfies the 5% minimum requirement of the District’s reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 5% of water sales. Per the FY 2019-20 board-approved budget, the District anticipates water revenues of \$17,077,918 for the current fiscal year. Therefore, CLA can verify that the District’s current balance of \$853,895.90 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

West Valley Water District Reserve Memo – August 2019

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 60 days of the District’s budgeted total operating expenses in this account. Per the FY 2019-20 board-approved budget, CLA can validate that the District has an operating expenses budget of \$26,157,867. As of August 31, 2019, the operating reserve account maintains a balance of \$4,359,644.50, which satisfies the requirements of the District’s reserve policy.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per August 31, 2019 general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$121,839,035. Per phone correspondence with the District’s interim Chief Financial Officer, the Water Participation Rights (\$9,645,865.20) and the Amortization of the Water Participation Rights (\$-2,438,260.37) are not included in the District’s net assets calculation. As of August 31, 2019, the emergency account represents a balance of \$1,218,390.35 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Water Banking Account – The District’s reserve policy states “The District will strive to maintain a minimum level equal to the cost of 1,000 acre-feet of water and a maximum amount equal to the cost of 10,000 acre-feet of water.” Per an invoice from the San Bernardino Valley Municipal Water District, CLA can confirm that the District currently pays \$125 per acre-feet of water. By maintaining a balance of \$125,000 in its Water Banking Account, the District is in adherence with its reserve policy.

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims. Per e-mail correspondence with the District’s interim Chief Financial Officer, dated July 3, 2019, there has not been any updates to the self-insurance reserve policy, however, the District is currently evaluating other self-insurance policy options.

CLA reviewed the Treasurer’s report for clerical accuracy and recalculated the total Unrestricted Reserves balance to ensure the totals agreed with the August 2019 Treasurer’s Report. The Treasurer’s Report indicates that West Valley Water District’s total cash, investment and reserve balances as of August 31, 2019 total \$61,678,900.19. In its assessment of the District’s accounts, CLA can confirm the balances indicated on the Treasurer’s Report are accurate.

West Valley Water District
 Bond Analysis
 August 31, 2019

Federal Agency Obligations							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 8/31/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)	
Federal Farm Credit Bks - 3133EKZK5	251,042.50	Aaa	Yes	4/10/2018	8/15/2019	1.3	
Federal Home Loan Bks - 3130ACM92	249,805.00	Aaa	Yes	4/16/2018	10/21/2019	1.5	
Federal Farm Credit Bks - 3133EJLU1	250,570.00	Aaa	Yes	4/20/2018	1/24/2020	1.7	
Federal Home Loan Bks - 313378J77	249,952.50	Aaa	Yes	4/9/2018	3/13/2020	1.9	
Federal Home Loan Bks - 313383HU8	249,862.50	Aaa	Yes	4/13/2018	6/12/2020	2.1	
Federal Home Loan Bks - 3130AD4X7	250,767.50	Aaa	Yes	4/11/2018	1/31/2021	2.8	
Federal Home Loan Bks - 3133EJCE7	252,605.00	Aaa	Yes	4/26/2018	2/12/2021	2.8	
Federal Home Loan Bks - 3133EJJD2	253,565.00	Aaa	Yes	4/9/2018	4/5/2021	2.9	
F N M A - 3135G0Q89	249,085.00	Aaa	Yes	4/18/2018	10/7/2021	3.4	
Federal Home Loan Bks - 313376C94	256,217.50	Aaa	Yes	4/11/2018	12/10/2021	3.6	
F N M A - 3135G0S38	252,512.50	Aaa	Yes	4/11/2018	1/5/2022	3.7	
Federal Home Loan Bks - 313378WG2	256,227.50	Aaa	Yes	4/9/2018	3/11/2022	3.9	
F N M A - 3135G0T45	252,532.50	Aaa	Yes	4/26/2018	4/5/2022	3.9	
Federal Home Loan Bks - 3130ADRG9	260,720.00	Aaa	Yes	5/9/2018	3/10/2023	4.8	
F H L M C - 3137EAEN5	261,562.50	Aaa	Yes	8/7/2018	6/19/2023	4.8	
F N M A - 3135G0U43	248,002.55	Aaa	Yes	9/12/2018	9/12/2023	4.9	
F N M A - 3135G0T94	257,302.50	Aaa	Yes	10/4/2018	1/19/2023	4.2	
Federal Home Loan Bks - 313383YI4	268,455.00	Aaa	Yes	11/29/2018	9/8/2023	4.7	
Federal Home Loan Bks - 3130A0F70	258,844.80	Aaa	Yes	12/13/2018	12/8/2023	4.9	
Federal Home Loan Bks - 3130A0XE5	268,272.50	Aaa	Yes	3/1/2019	3/8/2024	5.0	
Federal Home Loan Bks - 3130AB3H7	197,560.80	Aaa	Yes	3/1/2019	3/8/2024	5.0	
Federal Farm Credit Bks - 3133EKNX0	258,110.00	Aaa	Yes	6/25/2019	6/3/2024	4.9	
Federal Home Loan Bks - 3130A1XJ2	265,922.50	Aaa	Yes	6/12/2019	6/14/2024	4.9	
F N M A - 3135G0V75	253,440.00	Aaa	Yes	7/8/2019	7/2/2024	4.9	
Total Federal Agency Obligations	6,072,938.15						

Money Market							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 8/31/19	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)	
First American Government Oblig Fd - 31846V203	263,749.83	Aaa	Yes	Various	N/A	0.0	
Total Money Market	263,749.83						

Supranational							
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 8/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)	
International Bank M T N - 459058DY6	250,630.00	Aaa	Yes	5/11/2018	2/10/2022	3.7	
Inter American Devel Bk - 4581XOCZ9	251,855.00	NR (AAA- Fitch)	Yes	5/10/2018	9/14/2022	4.3	
Total Supranational	502,485.00						

U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 8/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Jp Morgan Chase Co - 46625HKA7	-	A2	Yes	4/17/2018	1/23/2020	1.7
HSBC USA Inc - 40428HPPV8	176,109.50	A2	Yes	5/2/2018	8/7/2020	2.2
Ace Ina Holdings - 00440EAT4	150,588.00	A3	Yes	4/12/2018	11/3/2020	2.5
Bank of NY Mellon Corp - 06406FAA1	192,619.68	A1	Yes	4/9/2018	4/15/2021	3.0
General Dynamics Corp - 369550BE7	86,629.45	A2	Yes	5/8/2018	5/11/2021	3.0
State Street Corp - 857477AV5	149,997.00	A1	Yes	4/9/2018	5/19/2021	3.1
Paccar Financial Corp - 69371RN44	148,950.00	A1	Yes	4/10/2018	8/11/2021	3.3
American Honda Finance - 02665WBG5	150,356.74	A2	Yes	4/9/2018	9/9/2021	3.4
John Deere Capital Corp - 24422ETL3	152,848.50	A2	Yes	4/9/2018	1/6/2022	3.7
Praxair Inc - 74005PBA1	151,959.00	A2	Yes	4/13/2018	2/15/2022	3.8
US Bancorp - 91159HHHC7	153,865.50	A1	Yes	4/12/2018	3/15/2022	3.9
Pnc Bank NA - 69353RFE3	253,282.50	A2	Yes	5/9/2018	7/28/2022	4.2
Oracle Corp - 68389XAP0	127,246.25	A1	Yes	6/27/2018	10/15/2022	4.2
Charles Schwab Corp - 808513AT2	153,600.00	A2	Yes	6/8/2018	1/25/2023	4.6
IBM Credit Corp - 44932HAH6	154,339.50	A1	Yes	5/9/2018	2/6/2023	4.7
Berkshire Hathaway Inc. - 084670BR8	154,780.50	Aa2	Yes	5/9/2018	3/15/2023	4.8
Walmart Inc - 931142EK5	158,793.00	Aa2	Yes	6/26/2018	6/26/2023	4.9
Apple Inc. - 037833AK6	153,159.00	A3	Yes	5/3/2019	5/3/2023	3.9
Boeing Co - 097023BQ7	149,155.50	A1	Yes	2/1/2019	6/15/2023	4.3
Visa Inc Callable Note Cont 92826CAC6	154,716.00	A1	Yes	12/13/2018	10/14/2022	3.8
Bank of America - 06051GHF9	130,642.50	A1	Yes	2/1/2019	6/15/2023	4.3
Total U.S. Corporate	3,103,638.12					

U.S. Government						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 8/31/19	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 9128283N8	249,922.50	Aaa	Yes	4/16/2018	12/31/2019	1.7
U.S. Treasury Note - 912828K58	249,210.00	Aaa	Yes	4/11/2018	4/30/2020	2.0
U.S. Treasury Note - 912828XE5	249,365.00	Aaa	Yes	4/13/2018	5/31/2020	2.1
U.S. Treasury Note - 912828VZ0	250,595.00	Aaa	Yes	4/11/2018	9/30/2020	2.4
U.S. Treasury Note - 912828N89	248,975.00	Aaa	Yes	4/10/2018	1/31/2021	2.8
U.S. Treasury Note - 912828V80	258,937.50	Aaa	Yes	4/12/2018	3/15/2021	2.9
U.S. Treasury Note - 912828S76	247,977.50	Aaa	Yes	5/9/2018	7/31/2021	3.2
U.S. Treasury Note - 912828G53	252,100.00	Aaa	Yes	5/9/2018	11/30/2021	3.5
U.S. Treasury Note - 912828XW5	252,167.50	Aaa	Yes	5/9/2018	6/30/2022	4.1
U.S. Treasury Note - 912828XL24	253,202.50	Aaa	No	5/9/2018	8/31/2022	4.3
U.S. Treasury Note - 912828M80	254,472.50	Aaa	Yes	5/9/2018	11/30/2022	4.5
Total U.S. Government	2,766,925.00					

August 2019 Bond Total per Treasurer's Report	12,709,736.10
Total Per August 2019 Chandler Statement	12,709,736.10
Variance	-

West Valley Water District
Investment Policy Analysis
August 31, 2019

U.S. Bank - Chandler Asset Management		
Money Market	263,749.83	A
Commercial Paper	-	A
Federal Agency Obligations	6,072,938.15	A
U.S. Government	2,766,925.00	A
Corporate Bonds	3,103,638.12	A
Supranational	502,485.00	A
Negotiable CD	-	A
Total U.S. Bank - Chandler Asset Management Funds	12,709,736.10	

Checking and Savings		
Bank of Hope	-	B
Chase-1653 (Operating Account)	6,661,803.34	B
Chase-1368	3,054.85	B
Chase-1392	48,636.50	B
Chase-5993 (Rebate Account)	-	B
Total Checking and Savings	6,713,494.69	

CalTRUST Short Term Fund	15,400,095.87	A
CalTRUST Medium Term Fund	10,562,560.12	A
LAIF	16,288,196.91	A
District Cash Drawers	4,300.00	C
2016A Bond - Principal & Payment Funds	286.07	B
2016A Bond - Interest Fund	230.43	B
Total August 31, 2019 District Funds	61,678,900.19	

The balances indicated above are as of August 31, 2019

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

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

Based on our review of the asset classes as of 08/31/2019, West Valley Water District is in compliance with its investment policy

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	6,072,938.15
U.S. Government	No Limit	2,766,925.00
LAIF	No Limit	16,288,196.91
CalTRUST	No Limit	25,962,655.99
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	3,103,638.12
Money Market	20%	263,749.83
Bank Deposits	No Limit	6,717,794.69
Supranational	30%	502,485.00
		61,678,383.69
Funds Excluded from Policy	2016A	516.50
Total August 31, 2019 District Funds		61,678,900.19

Asset Class	August 2019 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.0%	25%
Federal Agency Obligations	9.8%	30%
U.S. Government	4.5%	No Limit
LAIF	26.4%	No Limit
CalTRUST	42.1%	No Limit
Negotiable CD	0.0%	30%
Medium Term Notes (Corporate Bonds)	5.0%	30%
Money Market	0.43%	20%
Bank Deposits	10.9%	No Limit
Supranational	0.8%	30%



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RECEIVE AND FILE SEPTEMBER 2019 CASH DISBURSEMENTS
REPORT

BACKGROUND:

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

DISCUSSION:

Accounts payable for September 2019 include 188 checks issued from check numbers 76253 through 76442 and 78 electronic fund transfers (EFT) from 4030 through 4107 for a total of \$3,538,938.04. Payroll disbursements for September 2019 total \$729,441.61. Disbursements for September 2019 for both accounts payable and payroll total \$4,268,379.65.

STAFF RECOMMENDATION:

Receive and file.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." is positioned above a horizontal line.

Clarence Mansell Jr, General Manager

CM;sm

ATTACHMENT(S):

1. 2019 September Cash Disbursements Board Report
2. EFT Payroll Cash Disbursement Board Report

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4030	ARROWHEAD UNITED WAY	AUG EMP PAYMENTS	27.00	
4031	BRENNTAG PACIFIC INC	FBR CHEMICALS	15,632.03	
4032	CHANDLER ASSET MANAGEMENT	CONSULTANTS	1,059.61	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	575.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	681.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	187.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	153.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	15.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	15.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	9.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	13.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	18.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	15.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	45.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	135.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	295.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	2,908.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	1,454.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	1,454.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	140.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES	165.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	WELLS 6 & 11 LAB FEES`	70.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FBX LAB FEES	249.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	497.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	15.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	217.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	329.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	30.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4033	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	18.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	25.00	
4033	CLINICAL LAB OF SAN BERNARDINO INC	BLF EAST LAB FEES	13.50	
4033	CLINICAL LAB OF SAN BERNARDINO INC	BLF EAST LAB FEES	36.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	BLF EAST LAB FEES	36.75	
4033	CLINICAL LAB OF SAN BERNARDINO INC	BLF EAST LAB FEES	13.50	
4034	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES-LEASE	4,834.88	
4034	ENTERPRISE FLEET MANAGEMENT INC	VEHICLES-MAINT	824.70	
4035	FASTENAL COMPANY	SHOP SUPPLIES	132.14	
4036	HASA INC.	WELL 24 CHEMICALS	183.17	
4036	HASA INC.	WELL 30 CHEMICALS	98.63	
4036	HASA INC.	WELL 4 CHEMICALS	281.80	
4036	HASA INC.	WELL 8 CHEMICALS	493.14	
4037	INDUSTRIAL METAL SUPPLY CO	WTP REP/MAINT	36.64	
4038	MACKAMUL, ROBERT	MILEAGE REIMBURSEMENT	84.98	
4039	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	104.30	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	495.96	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	501.96	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	125.58	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	409.90	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	408.20	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	395.23	
4039	MCMMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	492.22	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAILERS-POSTAGE	463.90	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAILERS-POSTAGE	836.80	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAILERS-POSTAGE	1,818.28	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	MAILERS-POSTAGE	1,213.44	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-MAILER	463.48	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-MAILER	1,164.11	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-MAILER	662.19	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-MAILER	890.05	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-POSTCARDS	1,348.82	
4040	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-POSTCARDS	1,114.72	
4041	OFFICE SOLUTIONS	FURNITURE	5,382.34	
4042	PR DIAMOND PRODUCTS INC.	T&D DOM MAINS REP/MAINT	498.00	
4043	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	150.00	
4043	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	75.00	
4043	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	61.24	
4044	SHARP EXTERMINATOR COMPANY	DIST MAINTENANCE	185.00	
4045	WYLAND FOUNDATION	WATER EDUCATION	1,500.00	
4046	ARAMARK REFRESHMENT SERVICES	OFFICE SUPPLIES	398.44	
4047	AUTOMATED GATE SERVICES INC	WTP REP/MAINT	240.50	
4048	BERTOLINE, GINA E	APA MEETING	36.01	
4049	BOSTAN, GABRIEL	T2 TRAINING	50.00	
4050	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-CROWTHER	226.21	
4050	COMPUTERIZED EMBROIDERY COMPANY INC	UNIFORMS-RICKEY	194.88	
4051	DIAMOND ENVIRONMENTAL SERVICES LLC	PORTABLE RESTROOM RENTAL	106.63	
4052	ENGINEERING RESOURCES INC	ENGINEERING SERVICES		1,740.00

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4052	ENGINEERING RESOURCES INC	ENGINEERING SERVICES		16,465.15
4053	FASTENAL COMPANY	SHOP SUPPLIES	63.38	
4054	GARDEN INTERIORS	PLANTS MAINT	424.00	
4055	GUNN, DIANA N	BELONGING REIMBURSEMENT	99.97	
4056	HACH COMPANY	CHEMICALS	108.59	
4056	HACH COMPANY	CHEMICALS	152.08	
4056	HACH COMPANY	WTP CHEMICALS	294.65	
4056	HACH COMPANY	WTP CHEMICALS	234.19	
4057	HARMSCO INC	FBR SUPPLIES	14,455.30	
4058	HARRINGTON INDUSTRIAL PLASTICS	PROD REP/MAINT	76.93	
4058	HARRINGTON INDUSTRIAL PLASTICS	FBR SUPPLIES	491.67	
4059	HASA INC.	ARSENIC REP/MAINT	140.90	
4059	HASA INC.	ARSENIC REP/MAINT	140.90	
4060	HILLTOP GEOTECHNICAL, INC.	PROFESSIONAL SERVICES		1,000.00
4061	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	38.87	
4061	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	38.87	
4061	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	78.99	
4061	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	39.35	
4061	MCMASTER-CARR SUPPLY COMPANY	WTP APPLIANCES	1,432.43	
4061	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	443.35	
4061	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	428.63	
4061	MCMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	389.79	
4061	MCMASTER-CARR SUPPLY COMPANY	WTP REP/MAINT	365.96	
4062	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		4,524.83
4062	MICHAEL BAKER INTERNATIONAL, INC	ENGINEERING SERVICES		27,908.25
4063	MINUTEMAN PRESS OF RANCHO CUCAMONGA	PRINTING-LETTERHEAD	84.05	
4064	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
4064	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
4065	SB VALLEY MUNICIPAL	BLF ELECTRIC	53,036.86	
4065	SB VALLEY MUNICIPAL	BLF ELECTRIC	49,874.23	
4066	SUEZ WTS ANALYTICAL INSTRUMENTS INC	FBR SUPPLIES	1,149.81	
4067	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	831.96	
4067	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	752.27	
4068	ADVANTAGE BUSINESS FORMS INC	OFFICE SUPPLIES	285.54	
4069	ALL PRO ENTERPRISES INC.	JANITORIAL SVCS	3,156.01	
4070	AUTOMATED GATE SERVICES INC	GATE REPAIR	273.00	
4071	BRENNTAG PACIFIC INC	FBR CHEMICALS	12,284.12	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	9.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	60.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	33.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	9.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	18.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	60.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	187.25	
4072	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4072	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	9.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	20.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	20.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	20.75	
4072	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	9.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	PECHLORATE LAB FEES	211.50	
4072	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
4072	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
4072	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	224.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	80.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	113.25	
4072	CLINICAL LAB OF SAN BERNARDINO INC	ROEMER LAB FEES	67.50	
4072	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	25.00	
4072	CLINICAL LAB OF SAN BERNARDINO INC	BLF EAST LAB FEES	13.50	
4073	COMPUTERIZED EMBROIDERY COMPANY INC	SAFETY COMM SHIRTS	153.01	
4074	CRB SECURITY SOLUTIONS	ALARM FEES	689.23	
4074	CRB SECURITY SOLUTIONS	ALARM FEES	380.00	
4075	ELITE ROAD SERVICE & TIRE INC	VEHICLE MAINT	391.76	
4076	EMPLOYMENT CHECK	CONSULTANTS	6,112.50	
4077	FASTENAL COMPANY	SAFETY SUPPLIES	243.84	
4077	FASTENAL COMPANY	SAFETY SUPPLIES	641.20	
4077	FASTENAL COMPANY	SHOP SUPPLIES	180.72	
4077	FASTENAL COMPANY	SHOP SUPPLIES	314.62	
4078	GEOSCIENCE SUPPORT SVCS INC	FBR MONITORING	358.00	
4078	GEOSCIENCE SUPPORT SVCS INC	FBR MONITORING	3,961.50	
4078	GEOSCIENCE SUPPORT SVCS INC	FBR MONITORING	198.00	
4079	HASA INC.	WTP CHEMICALS	3,037.48	
4080	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	384.23	
4081	OFFICE SOLUTIONS	OFFICE SUPPLIES	499.74	
4081	OFFICE SOLUTIONS	OFFICE SUPPLIES	349.78	
4081	OFFICE SOLUTIONS	OFFICE SUPPLIES	185.31	
4082	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	500.00	
4082	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	300.00	
4082	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	200.00	
4082	RAMCO RECYCLED AGGREGATE MATERIALS	DISPOSAL FEES	200.00	
4082	RAMCO RECYCLED AGGREGATE MATERIALS	SHOP SUPPLIES	73.22	
4083	SAFETY COMPLIANCE COMPANY	HR TRAINING	225.00	
4084	SAMBA HOLDINGS INC	HR SERVICES	102.50	
4085	STERLING WATER TECHNOLOGIES LLC	FBR CHEMICALS	12,091.56	
4086	TAYLOR, MICHAEL R	DC-CONGRESSIONAL STAFF	3,667.75	
4086	TAYLOR, MICHAEL R	DC-CONGRESSIONAL STAFF	404.32	
4087	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	735.59	
4088	WESTRUX INTERNATIONAL INC	VEHICLE MAINT	700.44	
4089	CDW GOVERNMENT INC	CONTRACTS/LICENSING	1,047.85	
4089	CDW GOVERNMENT INC	CONTRACTS/LICENSING	4,944.00	
4090	CED CREDIT OFFICE	PROD REP/MAINT	128.09	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	128.25	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	575.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	13.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	6.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	20.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	706.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	182.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	42.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	46.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	325.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WELLS LAB FEES	319.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	PECH LAB FEES	6.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	PECH LAB FEES	211.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	PECH LAB FEES	15.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	PECH LAB FEES	211.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	400.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	35.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	169.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FBR LAB FEES	167.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WELL 11 LAB FEES	140.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WELL 6 LAB FEES	165.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	FXB LAB FEES	249.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	30.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	262.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	113.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	80.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	497.75	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	80.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	113.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	30.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	113.25	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	15.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	15.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	WTP LAB FEES	80.00	
4091	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	12.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	ARSENIC LAB FEES	12.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	31.50	
4091	CLINICAL LAB OF SAN BERNARDINO INC	BLF LAB FEES	13.50	
4092	CROWTHER, KYLE	CONG STAFF MTG-DC	44.22	
4093	ENGINEERING RESOURCES INC	ENGINEERING SVCS	6,331.55	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4093	ENGINEERING RESOURCES INC	ENGINEERING SERVICES		9,881.45
4094	FASTENAL COMPANY	PROD REP/MAINT	410.23	
4094	FASTENAL COMPANY	SAFETY SUPPLIES	220.68	
4095	GEOSCIENCE SUPPORT SVCS INC	FBR MONITORING	4,449.50	
4096	HACH COMPANY	WTP CHEMICALS	4,102.66	
4096	HACH COMPANY	WTP REP/MAINT	6,902.00	
4097	HASA INC.	WELL 30 CHEMICALS	201.48	
4097	HASA INC.	WELL 8 CHEMICALS	324.07	
4097	HASA INC.	PECH CHEMICALS	302.93	
4097	HASA INC.	WTP CHEMICALS	3,037.48	
4097	HASA INC.	BLF CHEMICALS	1,900.71	
4098	MCMASTER-CARR SUPPLY COMPANY	PROD REP/MAINT	444.36	
4098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	117.99	
4098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	78.25	
4098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	373.98	
4098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	203.38	
4098	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	405.92	
4099	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		63,906.34
4099	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		131,679.18
4099	MERLIN JOHNSON CONST INC.	CONTRACTOR LABOR		3,790.00
4100	OFFICE SOLUTIONS	OFFICE SUPPLIES	436.08	
4101	SAFETY COMPLIANCE COMPANY	HR TRAINING	200.00	
4102	SB VALLEY MUNICIPAL	BLF O&M COST ANALYSIS	68,861.48	
4103	TAFOYA LAW GROUP APC	LEGAL FEES	27,819.89	
4103	TAFOYA LAW GROUP APC	LEGAL FEES	27,183.28	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	136.66	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	JANITORIAL SVCS	236.48	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	9.46	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	9.46	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	23.10	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	16.60	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	16.60	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	20.84	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	20.84	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.92	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	6.94	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	6.94	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	7.48	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	7.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.35	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	8.14	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	7.69	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.42	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	4.30	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.83	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.39	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.44	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	0.10	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.89	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.89	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.89	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.89	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	5.89	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.73	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	5.92	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	4.51	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	43.10	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.29	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.89	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.38	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.23	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	118.10	
4104	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	5.48	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	5.40	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	4.20	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-METERS	5.30	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.40	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-WTP	4.93	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.54	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-FBR	5.50	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.18	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-WTR QLTY	5.34	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.22	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.29	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-ENG	4.28	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	4.41	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	88.14	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	95.16	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	98.31	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	88.14	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	95.16	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	60.94	
4104	UNIFIRST CORPORATION	WTP JANITORIAL SVCS	95.16	
4105	UNIVAR USA INC	FBR CHEMICALS	2,775.42	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
4106	VULCAN MATERIALS COMPANY	SHOP SUPPLIES	1,569.40	
4107	WRM INC	PROD REP/MAINT	207.94	
76253	AMERICAN PAYROLL ASSOCIATION	PAYROLL ONLINE REFERENCE	369.95	
76253	AMERICAN PAYROLL ASSOCIATION	MEMBERSHIP-FAURRIETA	254.00	
76254	AQUA-METRIC SALES CO	INVENTORY	1,387.76	
76255	ASBCSD	MEETING-C YOUNG	34.00	
76255	ASBCSD	MEETING-TAYLOR	34.00	
76255	ASBCSD	MEETING-BROSOWSKA	34.00	
76256	AT&T	CIRCUIT LINES	858.00	
76256	AT&T	CIRCUIT LINES	881.82	
76257	BARTEL ASSOCIATES, LLC	CONSULTING SERVICES	1,155.00	
76258	BEST DRILLING AND PUMP INC	CONTRACTOR LABOR		114,738.50
76259	CEMEX INC	SHOP SUPPLIES	94.56	
76260	CINTAS CORPORATION	JANIT SERVICES	358.69	
76261	CSC ENGINEERING CONSTRUCTION	CONTRACTOR LABOR		16,120.27
76262	D & H WATER SYSTEMS, INC.	FBR SUPPLIES	20,335.74	
76263	DAC (DIGITAL ASSURANCE CERT LLC)	ANNUAL DAC FEE	2,500.00	
76264	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	554.44	
76264	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	147.10	
76265	EMPLOYMENT CHECK	CONSULTANTS	5,272.00	
76265	EMPLOYMENT CHECK	CONSULTANTS	7,195.00	
76265	EMPLOYMENT CHECK	HR CONSULTANTS	1,200.00	
76266	FLYERS ENERGY LLC	GASOLINE	10,685.88	
76266	FLYERS ENERGY LLC	GASOLINE	10,922.42	
76267	GOVERNMENT FINANCE OFFICERS ASSOC	MEMBERSHIP FEE	150.00	
76268	GRAINGER INC	FBR REP/MAINT	250.88	
76268	GRAINGER INC	WTP REP/MAINT	115.73	
76269	HOSE-MAN	WTP REP/MAINT	1,069.97	
76270	LENNAR HOMES	DEPOSIT REFUNDS	150.00	
76270	LENNAR HOMES	DEPOSIT REFUNDS	120.00	
76271	MILON PLUAS LLP	CONSULTANTS/LEGAL	63,245.00	
76272	NETWORK	VEHICLE MAINT	4,738.85	
76273	O'REILLY AUTO PARTS	VEHICLE MAINT	19.36	
76274	PR PRINTING	CS SUPPLIES	457.67	
76275	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76275	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76275	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76276	SO CALIFORNIA EDISON	WELL#6 ELECTRIC	20,858.64	
76277	SOUTHWEST VALVE & EQUIPMENT	WTP SUPPLIES-VALVES	10,186.69	
76277	SOUTHWEST VALVE & EQUIPMENT	FBR REP/MAINT	1,732.22	
76277	SOUTHWEST VALVE & EQUIPMENT	WTP REP/MAINT	124.99	
76278	STATE OF CALIFORNIA FRANCHISE TAX	8/29/19-566518869	150.00	
76279	USA BLUEBOOK	WTP CHEMICALS	351.18	
76280	WEST COAST INDUSTRIAL COATINGS INC	CONTRACTOR LABOR	23,768.00	
76281	YO FIRE	INVENTORY	17,963.40	
76281	YO FIRE	INVENTORY	731.78	
76281	YO FIRE	INVENTORY	226.73	
76281	YO FIRE	METERS/AMRS	44.54	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76282	BANK OF AMERICA-1405	ADMIN-MEALS	96.99	
76282	BANK OF AMERICA-1405	MEALS-ADMIN	437.16	
76282	BANK OF AMERICA-1405	MEALS-ADMIN	277.77	
76282	BANK OF AMERICA-1405	MISC OFFICE	16.35	
76282	BANK OF AMERICA-1405	POSTAGE	13.65	
76282	BANK OF AMERICA-1405	POSTAGE	31.30	
76282	BANK OF AMERICA-1405	POSTAGE	54.00	
76282	BANK OF AMERICA-1405	TEMECULA CREEK INN	8,000.00	
76282	BANK OF AMERICA-1405	CONFERENCE-OLINGER	550.00	
76282	BANK OF AMERICA-1405	LODGING-OLINGER	467.67	
76282	BANK OF AMERICA-1405	CONFERENCE-C YOUNG	125.00	
76282	BANK OF AMERICA-1405	CAR RENTAL-CROWTHER	283.76	
76282	BANK OF AMERICA-1405	CONFERENCE-CROWTHER	125.00	
76282	BANK OF AMERICA-1405	DUE TO WVWD-CROWTHER	787.20	
76282	BANK OF AMERICA-1405	TRAVEL-CROWTHER	787.20	
76282	BANK OF AMERICA-1405	TRAVEL-CROWTHER	327.00	
76282	BANK OF AMERICA-1405	TRAVEL-CROWTHER	140.00	
76282	BANK OF AMERICA-1405	TRAVEL-TAYLOR	1,848.00	
76283	BANK OF AMERICA-1771	ADMIN-MEALS	214.40	
76283	BANK OF AMERICA-1771	CONFERENCE-CROWTHER	225.00	
76283	BANK OF AMERICA-1771	CONFERENCE-MANSELL	75.00	
76283	BANK OF AMERICA-1771	CONFERENCE-LOUKEH	300.00	
76283	BANK OF AMERICA-1771	CONFERENCE-BROSOWSKE	75.00	
76283	BANK OF AMERICA-1771	UNIFORMS-R NAVARRO	190.59	
76283	BANK OF AMERICA-1771	UNIFORMS-K HERNANDEZ	75.38	
76284	BANK OF AMERICA-8709	AIRFARE-FAROOQI	1,522.60	
76284	BANK OF AMERICA-8709	COMPUTER SUPPLIES	1,368.06	
76284	BANK OF AMERICA-8709	DUE TO WVWD	211.14	
76284	BANK OF AMERICA-8709	DUE TO WVWD	92.93	
76284	BANK OF AMERICA-8709	DUES & SUBSCRIPTIONS	273.00	
76284	BANK OF AMERICA-8709	DUES/SUBSCRIPTION	390.00	
76284	BANK OF AMERICA-8709	EXTERNAL AFFAIRS	877.45	
76284	BANK OF AMERICA-8709	MEALS-BILLING	223.96	
76284	BANK OF AMERICA-8709	OFFICE SUPPLIES	617.34	
76284	BANK OF AMERICA-8709	OFFICE SUPPLIES	676.02	
76284	BANK OF AMERICA-8709	PROD REP/MAINT	2,797.19	
76284	BANK OF AMERICA-8709	TRAINING-MAXIMO	44.97	
76284	BANK OF AMERICA-8709	TRAINING-DRAKE	351.93	
76284	BANK OF AMERICA-8709	TRAINING-B GRUBERT	39.95	
76284	BANK OF AMERICA-8709	TRAINING-B ALDAMA	351.93	
76284	BANK OF AMERICA-8709	TRAINING-OLGUIN	695.00	
76284	BANK OF AMERICA-8709	AIRFARE-ROBLES	260.60	
76284	BANK OF AMERICA-8709	DUE TO WVWD-ROBLES	44.99	
76284	BANK OF AMERICA-8709	TRAINING-AL	99.00	
76284	BANK OF AMERICA-8709	TRAINING-ROBLES	800.00	
76284	BANK OF AMERICA-8709	TRAINING-ROBLES	20.00	
76284	BANK OF AMERICA-8709	AIRFARE-PANTALEON	650.80	
76284	BANK OF AMERICA-8709	DUE TO WVWD-FAROOQI	1.90	

WEST VALLEY WATER DISTRICTCASH DISBURSEMENT REPORT
SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76284	BANK OF AMERICA-8709	TRAINING-JIMENEZ	39.95	
76284	BANK OF AMERICA-8709	CONFERENCE-R. NAVARRO	299.00	
76284	BANK OF AMERICA-8709	TRAINING-SALCEDO	39.95	
76284	BANK OF AMERICA-8709	TRAINING-MONTELONGO	39.95	
76284	BANK OF AMERICA-8709	TRAINING-GRANDA	734.95	
76284	BANK OF AMERICA-8709	TRAINING-HARPER	575.98	
76284	BANK OF AMERICA-8709	FURNITURE		519.55
76284	BANK OF AMERICA-8709	FURNITURE		779.33
76284	BANK OF AMERICA-8709	MAXIMO ASSET SYSTEM		7,849.20
76284	BANK OF AMERICA-8709	MAXIMO ASSET SYSTEM		1,244.90
76284	BANK OF AMERICA-8709	TRAINING-MAXIMO		294.00
76285	BANK OF AMERICA-8839	RECRUITMENT	100.00	
76285	BANK OF AMERICA-8839	TRAINING-MARTINEZ	449.00	
76285	BANK OF AMERICA-8839	TRAVEL-MARTINEZ	49.80	
76285	BANK OF AMERICA-8839	TRAVEL-BECKER	488.32	
76286	BANK OF AMERICA-9585	ANNUAL CARD FEE	25.00	
76286	BANK OF AMERICA-9585	BANK CARD EXPENSE	316.85	
76286	BANK OF AMERICA-9585	BANK CARD EXPENSE	310.05	
76286	BANK OF AMERICA-9585	BANK CARD EXPENSE	307.85	
76286	BANK OF AMERICA-9585	CS BANK CARD EXPENSE	309.05	
76286	BANK OF AMERICA-9585	OUTREACH PROGRAM	195.00	
76286	BANK OF AMERICA-9585	OUTREACH PROGRAM	1,380.25	
76286	BANK OF AMERICA-9585	OUTREACH PROGRAM	195.00	
76286	BANK OF AMERICA-9585	VEHICLE MAINTENANCE	1.50	
76286	BANK OF AMERICA-9585	CROWTHER-TRAVEL	490.39	
76286	BANK OF AMERICA-9585	MEALS-TAYLOR	29.25	
76286	BANK OF AMERICA-9585	TAYLOR-TRAVEL	229.52	
76286	BANK OF AMERICA-9585	MEALS-PACHECO	29.27	
76286	BANK OF AMERICA-9585	PACHECO-ACWA DC CONF	715.00	
76286	BANK OF AMERICA-9585	PACHECO-MARRIOTT DC CONF	1,436.04	
76286	BANK OF AMERICA-9585	PACHECO-TRAVEL	917.67	
76286	BANK OF AMERICA-9585	SUBSCRIPTION-PACHECO	564.88	
76286	BANK OF AMERICA-9585	TRAVEL-PACHECO	169.69	
76286	BANK OF AMERICA-9585	MANSELL-TRAVEL	65.45	
76288	BANK OF AMERICA-8709	AMERICAS TIRE	750.55	
76288	BANK OF AMERICA-8709	BANK CARD EXPENSE	289.45	
76288	BANK OF AMERICA-8709	COMPUTER EQUIP/SUPPLIES	809.33	
76288	BANK OF AMERICA-8709	COMPUTER MONITOR	3,021.92	
76288	BANK OF AMERICA-8709	DUE TO WVWD	172.99	
76288	BANK OF AMERICA-8709	DUE TO WVWD	185.13	
76288	BANK OF AMERICA-8709	GASOLINE	523.92	
76288	BANK OF AMERICA-8709	GASOLINE	374.12	
76288	BANK OF AMERICA-8709	MACBOOK PRO	873.98	
76288	BANK OF AMERICA-8709	OFFICE SUPPLIES	349.69	
76288	BANK OF AMERICA-8709	OFFICE SUPPLIES	523.82	
76288	BANK OF AMERICA-8709	OPERATING SUPPLIES	4,850.90	
76288	BANK OF AMERICA-8709	PROD REP/MAINT	656.48	
76288	BANK OF AMERICA-8709	TRAINING-ANDREW	20.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76288	BANK OF AMERICA-8709	WTR QLTY OPERATING SUPP	55.00	
76288	BANK OF AMERICA-8709	TRAINING-LINDA	130.00	
76288	BANK OF AMERICA-8709	TRAINING-BRIAN G	125.00	
76288	BANK OF AMERICA-8709	TRICOM MANAGEMENT	505.11	
76288	BANK OF AMERICA-8709	CONFERENCE-NICK	(401.49)	
76288	BANK OF AMERICA-8709	TRAINING-RUDY	1,752.26	
76288	BANK OF AMERICA-8709	LODGING-ROBLES	1,257.45	
76288	BANK OF AMERICA-8709	TRAINING-ROSA	130.00	
76288	BANK OF AMERICA-8709	TRAINING-DANIEL	325.00	
76288	BANK OF AMERICA-8709	TRAINING-CODY	800.00	
76288	BANK OF AMERICA-8709	LODGING-PANTALEON	1,180.55	
76288	BANK OF AMERICA-8709	TRAINING-CLIFFORD	267.37	
76288	BANK OF AMERICA-8709	TRAINING-HARMON	790.00	
76288	BANK OF AMERICA-8709	TRAVEL/MEALS/CONV	(247.71)	
76288	BANK OF AMERICA-8709	TRAVEL-NASEEM	956.38	
76288	BANK OF AMERICA-8709	TRAINING-LOGAN	355.00	
76288	BANK OF AMERICA-8709	TRAVEL/MEALS/CONV	(247.71)	
76288	BANK OF AMERICA-8709	TRAVEL-LOGAN	247.71	
76288	BANK OF AMERICA-8709	TRAINING-JEREMIAH	850.00	
76288	BANK OF AMERICA-8709	TRAVEL-JEREMIAH	1,007.67	
76288	BANK OF AMERICA-8709	TRAINING-ANGELA	130.00	
76288	BANK OF AMERICA-8709	CONFERENCE-BILL	(401.49)	
76288	BANK OF AMERICA-8709	TRAINING-BILL	800.00	
76288	BANK OF AMERICA-8709	TRAINING-BILL	130.00	
76288	BANK OF AMERICA-8709	TRAINING-SERGIO	1,752.26	
76288	BANK OF AMERICA-8709	TRAINING-HARPER	99.00	
76288	BANK OF AMERICA-8709	TRAINING-HEIDI	90.40	
76288	BANK OF AMERICA-8709	TRAINING-GILBERT	395.00	
76288	BANK OF AMERICA-8709	TRAINING-GUILLIAM	130.00	
76288	BANK OF AMERICA-8709	TRAINING-CEDRIC	249.99	
76288	BANK OF AMERICA-8709	TRAINING-CAO	1,200.00	
76288	BANK OF AMERICA-8709	TRAINING-CAO	1,800.00	
76288	BANK OF AMERICA-8709	TRAINING-KURT	195.00	
76288	BANK OF AMERICA-8709	FBR REP/MAINT	276.45	
76288	BANK OF AMERICA-8709	FBR REP/MAINT	1,000.00	
76288	BANK OF AMERICA-8709	WIP SUPPLIES		1,213.14
76289	AMAZON	BILLING SUPPLIES	34.23	
76289	AMAZON	CHEMICAL SUPPLIES	42.27	
76289	AMAZON	CHEMICAL SUPPLIES	76.90	
76289	AMAZON	CHEMICAL SUPPLIES	43.76	
76289	AMAZON	CHEMICALS SUPPLIES	73.65	
76289	AMAZON	ENG SUPPLIES	31.35	
76289	AMAZON	METERS SHOP SUPPLIES	19.37	
76289	AMAZON	METERS SHOP SUPPLIES	32.07	
76289	AMAZON	OFFICE EQUIPMENT	456.17	
76289	AMAZON	OFFICE EQUIPMENT	164.30	
76289	AMAZON	OFFICE SUPPLIES	26.45	
76289	AMAZON	OFFICE SUPPLIES	34.20	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76289	AMAZON	OFFICE SUPPLIES	328.66	
76289	AMAZON	OFFICE SUPPLIES	67.18	
76289	AMAZON	OFFICE SUPPLIES	160.54	
76289	AMAZON	OFFICE SUPPLIES	(18.31)	
76289	AMAZON	SHOP SUPPLIES	300.64	
76290	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	661.91	
76291	CITY OF RIALTO	AUG UUTAX	56,648.44	
76291	CITY OF RIALTO	AUG UUTAX ADMIN FEE	(128.09)	
76292	COLONIAL SUPPLEMENTAL INSURANCE	EMP INS PREMIUMS	2,819.17	
76293	DAILY JOURNAL CORPORATION	ADVERTISING	158.40	
76294	EL-CO CONTRACTORS INC	CONTRACTOR LABOR		54,920.09
76295	EMPLOYEE RELATIONS	HR RECRUITMENT	195.70	
76296	GEOTEK INC	PROFESSIONAL SERVICES		2,385.00
76297	GRAINGER INC	PROD REP/MAINT	26.61	
76297	GRAINGER INC	FBR SUPPLIES	335.17	
76298	HOME DEPOT	PROD REP/MAINT	51.78	
76298	HOME DEPOT	PROD REP/MAINT	46.22	
76298	HOME DEPOT	TOOLS	136.54	
76298	HOME DEPOT	FBR SUPPLIES	268.30	
76298	HOME DEPOT	FBR SUPPLIES	38.81	
76298	HOME DEPOT	WTP REP/MAINT	74.78	
76298	HOME DEPOT	WTP REP/MAINT	105.88	
76299	ICON INC GENERAL CONTRACTORS	DISTRICT MAINTENANCE	883.55	
76299	ICON INC GENERAL CONTRACTORS	CONTRACTOR LABOR		49,904.50
76300	JOHN R BYERLY INC	PROFESSIONAL SERVICES		14,716.75
76301	KNOWLAND CONSTRUCTION SERVICES INC	CONTRACTOR LABOR		6,272.00
76302	LAYNE CHRISTENSEN COMPANY	PROD REP/MAINT	1,285.00	
76303	LEGAL SHIELD	GROUP#0144628	630.85	
76304	LOWES	FBR REP/MAINT	245.66	
76304	LOWES	FBR SUPPLIES	270.16	
76304	LOWES	WTP REP/MAINT	37.76	
76304	LOWES	WTP REP/MAINT	469.83	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	195.77	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	132.45	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	170.89	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	135.00	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	15.26	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	17.88	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	155.66	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	129.48	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	89.84	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	79.20	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	183.55	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	161.49	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	198.86	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	172.95	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	298.74	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	218.40	

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76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	122.13	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	82.35	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	216.70	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	190.80	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	291.29	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	231.90	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	467.32	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	329.40	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	117.07	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	82.35	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	92.16	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	80.88	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	108.76	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	82.35	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	128.92	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	104.55	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	152.93	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-DIS/LIFE INS	109.80	
76305	MUTUAL OF OMAHA INSURANCE COMPANY	SEPT-SUPP DIS/LIFE INS	1,590.00	
76306	Q AIR-CALIFORNIA	FBR SUPPLIES	2,337.25	
76307	ROYAL INDUSTRIAL SOLUTIONS	PROD REP/MAINT	105.35	
76308	RUHNAU CLARKE ARCHITECTS	ENGINEERING SERVICES		81.13
76308	RUHNAU CLARKE ARCHITECTS	ENGINEERING SERVICES		2,142.00
76309	SO CALIFORNIA EDISON	DISTRICT ELECTRIC	32,344.37	
76309	SO CALIFORNIA EDISON	OFFICE	4,359.92	
76309	SO CALIFORNIA EDISON	WELLS ELECTRIC	48,495.34	
76309	SO CALIFORNIA EDISON	PECH ELECTRIC	19,655.72	
76309	SO CALIFORNIA EDISON	FBR ELECTRIC	16,234.82	
76309	SO CALIFORNIA EDISON	WELL 6&11 ELECTRIC	1,000.22	
76309	SO CALIFORNIA EDISON	WTP ELECTRIC	40,066.38	
76309	SO CALIFORNIA EDISON	WTP ELECTRIC	86.00	
76309	SO CALIFORNIA EDISON	ARSENIC ELECTRIC	4,781.21	
76309	SO CALIFORNIA EDISON	3A1 ELECTRIC	8,949.73	
76310	THE GAS COMPANY	WTP GAS	16.80	
76311	THE SUN	SUBSCRIPTION	124.95	
76312	TKE ENGINEERING INC	ENGINEERING SERVICES		385.00
76312	TKE ENGINEERING INC	ENGINEERING SERVICES		5,530.00
76312	TKE ENGINEERING INC	ENGINEERING SERVICES		11,493.50
76312	TKE ENGINEERING INC	ENGINEERING SERVICES		282.50
76313	TYLER TECHNOLOGIES INC	COMPUTER SOFTWARE		687.50
76314	WATER SYSTEMS CONSULTING INC	ENGINEERING SERVICES		795.00
76315	YO FIRE	T&D DOM MAINS	481.00	
76315	YO FIRE	T&D DOM MAINS	492.63	
76315	YO FIRE	T&D DOM MAINS	365.53	
76316	BANK OF AMERICA-6268	BANK FEES	(48.26)	
76316	BANK OF AMERICA-6268	DUES/SUBSCRIPTIONS	178.80	
76316	BANK OF AMERICA-6268	PRINTING	111.81	
76316	BANK OF AMERICA-6268	PRINTING	135.95	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76316	BANK OF AMERICA-6268	PRINTING	243.44	
76316	BANK OF AMERICA-6268	TRAINING-ADMIN	1,930.50	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-ADMIN	408.03	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-ADMIN	67.45	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-ADMIN	41.03	
76316	BANK OF AMERICA-6268	UNIFORMS	64.63	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-OLINGER	31.96	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-OLINGER	36.51	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-OLINGER	23.10	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-CROWTHER	12.86	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-CROWTHER	950.00	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-TAYLOR	58.06	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-TAYLOR	1,799.54	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-TAYLOR	3,386.39	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-TAYLOR	950.00	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-DEBBIE	12.86	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-PACHECO	11.68	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-PACHECO	35.61	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-PACHECO	23.10	
76316	BANK OF AMERICA-6268	TRAINING-MANSELL	249.48	
76316	BANK OF AMERICA-6268	TRAINING-MANSELL	725.00	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	902.89	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	2,383.74	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	1,728.52	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	82.20	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	6,331.03	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	5,257.98	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	74.60	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-MANSELL	4,284.50	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-LANITA	13.92	
76316	BANK OF AMERICA-6268	TRAV/MEALS/CONV-OLDS	1,128.77	
76317	BANK OF AMERICA-8838	DUES & SUBSCRIPTION	250.00	
76317	BANK OF AMERICA-8838	DUES & SUBSCRIPTIONS	9.99	
76317	BANK OF AMERICA-8838	DUES & SUBSCRIPTIONS	9.99	
76317	BANK OF AMERICA-8838	OFFICE SUPPLIES	394.38	
76317	BANK OF AMERICA-8838	OFFICE SUPPLIES	52.12	
76317	BANK OF AMERICA-8838	OPERATING SUPPLIES	188.61	
76317	BANK OF AMERICA-8838	OPERATING SUPPLIES	966.43	
76317	BANK OF AMERICA-8838	OUTREACH PROGRAM	183.65	
76317	BANK OF AMERICA-8838	OUTREACH PROGRAM	900.00	
76317	BANK OF AMERICA-8838	PRINTING	67.75	
76317	BANK OF AMERICA-8838	PROFESSIONAL SVCS	2,137.38	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-EXT AFF	1,334.45	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-EXT AFF	214.00	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-CROWTHER	20.00	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-TAYLOR	20.00	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-TESSA	14.54	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-MARIN	20.00	

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76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-OLSON	27.71	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-OLSON	18.85	
76317	BANK OF AMERICA-8838	TRAINING-PANTALEON	970.00	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-PANTALEON	62.24	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-PANTALEON	899.41	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-PANTALEON	59.15	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-PANTALEON	96.86	
76317	BANK OF AMERICA-8838	TRAVEL-PANTALEON	737.00	
76317	BANK OF AMERICA-8838	DUE TO WVWD	321.14	
76317	BANK OF AMERICA-8838	TRAINING-FAROOQI	970.00	
76317	BANK OF AMERICA-8838	TRAINING-FAROOQI	213.79	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-FAROOQI	62.23	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-FAROOQI	259.64	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-FAROOQI	1,054.27	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-FAROOQI	824.97	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-PANTALEON	2,154.60	
76317	BANK OF AMERICA-8838	TRAVEL-FAROOQI	737.00	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-BROSOWSKE	22.05	
76317	BANK OF AMERICA-8838	TRAV/MEALS/CONV-HERNANDEZ	14.20	
76318	AIRGAS WEST INC	METERS-SHOP SUPPLIES	124.06	
76319	AT&T	SO SYS OPER BLDG	651.38	
76319	AT&T	WTP FAX	224.29	
76319	AT&T	WTP FIRE SVC	450.54	
76319	AT&T	WTP MAIN LINE	626.15	
76319	AT&T	WTP TELEMETRY	92.79	
76320	AT&T LONG DISTANCE	OFFICE LONG DISTANCE	60.55	
76320	AT&T LONG DISTANCE	WTP LONG DISTANCE	68.97	
76321	BABCO CONSTRUCTION INC.	LAB FEES	565.00	
76322	BAE SYSTEMS APPLIED INTELLIGENCE	EMAIL SERVICES	2,534.77	
76323	BC RENTALS, INC	SAFETY SUPPLIES	472.59	
76324	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES	242.91	
76325	CARBIDE SAW & TOOL INC	METERS SHOP SUPPLIES	80.00	
76326	CEMEX INC	SHOP SUPPLIES	525.64	
76326	CEMEX INC	SHOP SUPPLIES	241.67	
76327	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW	225.18	
76328	COUNTY OF SAN BERNARDINO	FBR PERMITS/FEES	612.00	
76329	D & H WATER SYSTEMS, INC.	WTP SUPPLIES	270.80	
76329	D & H WATER SYSTEMS, INC.	WTP SUPPLIES	320.43	
76330	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	25.49	
76331	ESRI INC	CONTRACTS/LICENSING	25,000.00	
76332	FAST SERVICE	AUG CUST SVCS	300.00	
76333	GARDA CL WEST INC	ARMORED TRANSPORT	555.75	
76333	GARDA CL WEST INC	ARMORED TRANSPORT	555.75	
76334	GOUIN, JOHN P	D2 TRAINING	399.99	
76335	GRAINGER INC	CHLORINATION EQUIPMENT	777.27	
76336	INMARK-PRECISION SIGNS	OFFICE SUPPLIES	115.51	
76337	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	163.02	
76337	KONICA MINOLTA BUSINESS	COPIER MAINTENANCE	644.80	

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76338	OCCUPATIONAL HEALTH CENTERS	HR SERVICES	417.00	
76338	OCCUPATIONAL HEALTH CENTERS	HR SERVICES	417.00	
76339	PACK N MAIL	AUG CUST SVCS	201.00	
76340	PATTON SALES CORP	T&D DOM MAINS	159.14	
76341	Q AIR-CALIFORNIA	FBR SUPPLIES	1,527.35	
76342	ROYAL INDUSTRIAL SOLUTIONS	FBR SUPPLIES	315.28	
76343	UNITED STATES POSTAL SERVICE	ACC#52900 POSTAGE	500.00	
76344	USA BLUEBOOK	WTP CHEMICALS	528.52	
76345	VERIZON WIRELESS PHONES	CELL PHONE	53.93	
76345	VERIZON WIRELESS PHONES	CELL PHONE	3,774.65	
76345	VERIZON WIRELESS PHONES	EQUIPMENT	1,164.14	
76345	VERIZON WIRELESS PHONES	INTERNET	700.33	
76345	VERIZON WIRELESS PHONES	PR DEPT EQ	945.34	
76346	YO FIRE	T&D DOM MAINS	492.63	
76347	ALL ABOUT STORTAGE	CUSTOMER REFUNDS	2,248.51	
76348	ANDRADE, ANA E	CUSTOMER REFUNDS	33.38	
76349	ARCA, ROWENA	CUSTOMER REFUNDS	22.44	
76350	BARBOSA, JEANNE	CUSTOMER REFUNDS	22.21	
76351	CHAVARRIA, ESTEBAN	CUSTOMER REFUNDS	44.42	
76352	COLINA, JOSE	CUSTOMER REFUNDS	72.53	
76353	CORTEZ, CHARLING/ FABIAN GARCI	CUSTOMER REFUNDS	43.13	
76354	COVER, ELIZABETH	CUSTOMER REFUNDS	52.81	
76355	FHII, LLC	CUSTOMER REFUNDS	2,205.52	
76356	FIGUEROA, KAREN / CHRIS	CUSTOMER REFUNDS	9.74	
76357	FREGOZO, ROZENDA L & ABEL	CUSTOMER REFUNDS	15.00	
76358	GARIBAY, JESSICA	CUSTOMER REFUNDS	10.02	
76359	GRADY, DANIEL	CUSTOMER REFUNDS	63.44	
76360	HECTOR, ANDREW / CARYN	CUSTOMER REFUNDS	18.26	
76361	HERNANDEZ, RAMONA	CUSTOMER REFUNDS	27.67	
76362	HUEZO, SALVADOR ANTONIO	CUSTOMER REFUNDS	78.51	
76363	KARAN SINGH	CUSTOMER REFUNDS	1,557.69	
76364	KEHL, BARRETT/KAREN	CUSTOMER REFUNDS	68.86	
76365	KOKINACIS,ALICIA	CUSTOMER REFUNDS	35.91	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	39.46	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	4.17	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	44.73	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	18.60	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	21.94	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	17.14	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	7.09	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	13.99	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	6.26	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	0.12	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	6.05	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	24.03	
76366	LENNAR COMMUNITIES	CUSTOMER REFUNDS	56.67	
76367	LOPEZ, MARIA / HEDILBERTO	CUSTOMER REFUNDS	66.19	
76368	LORD CONSTRUCTORS	CUSTOMER REFUNDS	45.61	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76369	MACIAS, MARTIN & LORENA	CUSTOMER REFUNDS	6.38	
76370	MANUS, GAIL/STEVE	CUSTOMER REFUNDS	26.46	
76371	MEZA, SARAY	CUSTOMER REFUNDS	13.50	
76372	MIJARES, ANN/VILLASENOR, A.	CUSTOMER REFUNDS	140.07	
76373	MIKE ROQUET CONST	CUSTOMER REFUNDS	1,800.00	
76374	MIMS, JERMAINE	CUSTOMER REFUNDS	13.68	
76374	MIMS, JERMAINE	CUSTOMER REFUNDS	20.00	
76375	MUNGUIA,BRENDA & RICARDO	CUSTOMER REFUNDS	20.89	
76376	MURO, RIGOBERTO	CUSTOMER REFUNDS	11.29	
76377	NAVARRO, MARIO	CUSTOMER REFUNDS	35.76	
76378	NORTH AMERICAN STAINLESS	CUSTOMER REFUNDS	18.65	
76378	NORTH AMERICAN STAINLESS	CUSTOMER REFUNDS	24.70	
76379	OPENDOOR PROPERTY C LLC	CUSTOMER REFUNDS	43.72	
76380	PACHECO, JORGE	CUSTOMER REFUNDS	85.67	
76381	PAVEMENT COATING	CUSTOMER REFUNDS	188.75	
76382	PEREZ, MARLEEN	CUSTOMER REFUNDS	56.16	
76383	POWELL-STREETS, SHARON	CUSTOMER REFUNDS	11.09	
76384	RADI, PATRICIA	CUSTOMER REFUNDS	75.13	
76385	RIDGEWOOD PROPERTY INVESTMENTS	CUSTOMER REFUNDS	37.26	
76386	SIMON, KANDA	CUSTOMER REFUNDS	5.71	
76387	TUNG, HUIPING	CUSTOMER REFUNDS	6.53	
76388	VALENZUELA, ALICIA LETICIA	CUSTOMER REFUNDS	28.21	
76389	VAZQUEZ, SERGIO & MIRELLA	CUSTOMER REFUNDS	37.80	
76390	WASHINGTON, PAMELA & ALTON	CUSTOMER REFUNDS	45.39	
76391	WIRESINGER, MEREDITH	CUSTOMER REFUNDS	22.43	
76392	ZAVALA, MARIA ELENA	CUSTOMER REFUNDS	54.48	
76393	ZHOU, XIUMING/MINGGIN	CUSTOMER REFUNDS	36.45	
76394	AISPURO, JAZMIN	CUSTOMER REFUNDS	0.73	
76395	BADGER DAYLIGHTING	CUSTOMER REFUNDS	920.08	
76396	BOBERG ENGINEERING	CUSTOMER REFUNDS	1,448.45	
76397	BOUDREAU PIPELINE CORP	CUSTOMER REFUNDS	1,668.55	
76398	BRIDGEFORD, JENNIFER & DEAN	CUSTOMER REFUNDS	43.35	
76399	CASTILLOS, CESAR & PAULA	CUSTOMER REFUNDS	22.17	
76400	DELGADO, RAYMOND	CUSTOMER REFUNDS	48.78	
76401	ESCALANTE, LAUREN/ GERARDO	CUSTOMER REFUNDS	10.99	
76402	HENRY, TASHERYL L	CUSTOMER REFUNDS	2.72	
76403	HERNANDEZ, DOLORES M	CUSTOMER REFUNDS	0.59	
76404	JEGONIA, MONINA	CUSTOMER REFUNDS	15.21	
76405	LENNAR COMMUNITIES	CUSTOMER REFUNDS	23.82	
76405	LENNAR COMMUNITIES	CUSTOMER REFUNDS	18.11	
76406	LENNAR HOMES	CUSTOMER REFUNDS	6.36	
76407	LOPEZ, BRITNEE	CUSTOMER REFUNDS	65.20	
76408	LOWERY, KAREN	CUSTOMER REFUNDS	20.76	
76409	RIOS, SAMANTHA MARIA	CUSTOMER REFUNDS	33.72	
76410	RODRIGUEZ, RENE & ANTOINETTE	CUSTOMER REFUNDS	5.04	
76411	SINGH, HADASEN/SOMSAWAT	CUSTOMER REFUNDS	22.04	
76412	SORIANO, PATRICK	CUSTOMER REFUNDS	47.93	
76413	WILLIAMSON, PAUL	CUSTOMER REFUNDS	43.12	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	1,290.66	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	83.33	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	68.84	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	9.40	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7,864.67	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	404.65	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	86.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	11.75	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	22,206.04	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	1,461.56	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	430.25	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	8,855.17	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	640.50	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	86.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	11.75	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	4,218.31	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	241.19	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	13,602.75	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	746.12	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	154.89	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	21.15	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	10,423.81	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	595.94	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	137.68	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	18.80	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	5,364.27	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	384.30	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7,044.39	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	459.20	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	120.47	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	16.45	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	16,560.58	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	928.26	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	189.31	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	25.85	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	15,003.99	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	913.66	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	172.10	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	23.50	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	4,727.33	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	260.55	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	6,124.31	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	330.54	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	68.84	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	9.40	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	5,620.11	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	384.30	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	6,808.49	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	373.43	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	86.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	4,727.33	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	260.55	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	4,887.88	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	299.30	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	5,015.80	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	233.66	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	51.63	
76415	ACWA /JPIA	NOV-MED/DEN/VIS/EAP	7.05	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	946.38	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,285.73	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,194.95	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,501.40	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,447.48	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,327.20	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,061.76	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,327.20	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,327.20	
76416	AEROTEK INC	OUTSIDE LABOR CS DEPT	1,340.00	
76417	BAE SYSTEMS APPLIED INTELLIGENCE	EMAIL SERVICES	2,577.73	
76418	BC RENTALS, INC	MAINTENANCE EQUIPMENT	513.62	
76418	BC RENTALS, INC	SAFETY SUPPLIES	472.59	
76419	CAL SOCIETY OF MUNI FINANCE OFFICER	MEMBERSHIP FEE	110.00	
76420	CINTAS CORPORATION	JANITORIAL SERVICES	146.88	
76421	CITY OF SAN BERNARDINO	LYTLE CREEK STRAMFLOW	12,807.70	
76422	EL-CO CONTRACTORS INC	CONTRACTOR LABOR		199,569.35
76423	FEDEX	MAILING FEES	56.80	
76424	GFOA	MEMBERSHIP-RICKEY	150.00	
76425	GM SAGER CONSTRUCTION CO. INC.	CONTRACTOR LABOR		256,160.06
76426	GRAINGER INC	FBR SUPPLIES	286.68	
76426	GRAINGER INC	FBR SUPPLIES	497.07	
76426	GRAINGER INC	WTP REP/MAINT	340.70	
76427	HOME DEPOT	PROD REP/MAINT	103.18	
76428	ICON INC GENERAL CONTRACTORS	CONTRACTOR LABOR		23,975.00
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	9.67	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	13.96	
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	46.30	
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	31.80	
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	10.20	
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	6.44	
76429	JOHNSON'S HARDWARE INC	PROD REP/MAINT	53.83	
76429	JOHNSON'S HARDWARE INC	VANDALISM REPAIRS	26.88	
76429	JOHNSON'S HARDWARE INC	WTP REP/MAINT	43.57	
76430	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	44,215.53	
76430	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	9,475.68	
76430	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	480.00	
76430	LEAL TREJO ATTORNEYS AT LAW	LEGAL FEES	23,313.86	
76431	LOWES	FINANCE CHARGE	19.41	
76431	LOWES	FINANCE CHARGE	7.05	
76431	LOWES	PROD REP/MAINT	212.27	
76431	LOWES	PROD REP/MAINT	58.06	
76431	LOWES	PROD REP/MAINT	228.74	
76432	NED'S OIL SALES INC	PROD REP/MAINT	28.61	
76432	NED'S OIL SALES INC	PROD REP/MAINT	40.37	
76432	NED'S OIL SALES INC	PROD REP/MAINT	45.34	
76432	NED'S OIL SALES INC	PROD REP/MAINT	3.21	
76432	NED'S OIL SALES INC	WTP REP/MAINT	6.44	
76433	POLLARDWATER.COM	CHEMICALS	430.90	
76434	QUINN COMPANY	GENERATOR MAINT	250.00	
76434	QUINN COMPANY	GENERATOR MAINT	250.00	
76434	QUINN COMPANY	GENERATOR MAINT	691.16	
76434	QUINN COMPANY	GENERATOR MAINT	515.15	
76434	QUINN COMPANY	GENERATOR MAINT	250.00	
76434	QUINN COMPANY	GENERATOR MAINT	1,203.64	
76434	QUINN COMPANY	PROD REP/MAINT	227.42	
76435	RITE-WAY ROOF CORPORATION	CONTRACTOR LABOR		268,450.05
76435	RITE-WAY ROOF CORPORATION	RETENTION PMT		18,302.40
76436	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76436	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76436	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	8.00	
76437	SO CALIFORNIA EDISON	S END SHOP	92.37	
76437	SO CALIFORNIA EDISON	WELL #22 ELECTRIC	11.22	
76437	SO CALIFORNIA EDISON	ZONE 5-2 ELECTRIC	1,644.67	
76437	SO CALIFORNIA EDISON	WELL#17 ELECTRIC	217.28	
76437	SO CALIFORNIA EDISON	WELL #11X ELECTRIC	26.18	
76437	SO CALIFORNIA EDISON	WELL#6 ELECTRIC	20,102.37	
76437	SO CALIFORNIA EDISON	BLF ELECTRIC	118.89	
76438	THE GAS COMPANY	OFFICE GAS	18.86	
76439	TIME WARNER CABLE	CABLE/INTERNET	110.88	
76440	US BANK	DEBT SVC CR-INTEREST	(334.05)	
76440	US BANK	DEBT SVC CR-PRINCIPAL	(182.45)	
76440	US BANK	DEBT SVC PMT-INTEREST	451,725.00	
76440	US BANK	DEBT SVC PMT-PRINCIPAL	410,000.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
 SEPTEMBER 2019

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
76441	USA BLUEBOOK	WTP CHEMICALS	473.37	
76442	WOZNY BARANSKA, LEONILIA	CUSTOMER REFUNDS	175.20	
		SUBTOTALS	2,219,232.12	1,319,705.92
		GRAND TOTAL		3,538,938.04

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2019 - 2020**

Report Month	Description	From	To	Gross Wages Paid
July 2019	Pay Period #14	06/14/19	06/28/19	294,891.84
July 2019	Monthly Pay Period #7	06/01/19	06/30/19	6,953.10
July 2019	Manual Check	06/28/19	07/12/19	1,093.93
July 2019	Manual Check	06/28/19	07/12/19	6,052.00
July 2019	Manual Check	06/28/19	07/12/19	5,832.62
July 2019	Pay Period #15	06/28/19	07/12/19	298,232.04
Total for July 2019				613,055.53
August 2019	Pay Period #16	07/12/19	07/26/19	291,405.81
August 2019	Monthly Pay Period #8	07/01/19	07/31/19	6,953.10
August 2019	Supplemental Payroll	07/12/19	07/26/19	163.17
August 2019	Pay Period #17	07/26/19	08/09/19	303,037.85
August 2019	Pay Period #18	08/09/19	08/23/19	311,612.04
Total for August 2019				913,171.97
September 2019	Monthly Pay Period #9	08/01/19	08/31/19	6,791.40
September 2019	Pay Period #19	08/23/19	09/06/19	303,532.86
September 2019	Pay Period #20	09/06/19	09/20/19	302,357.04
Total for September 2019				612,681.30

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

Date	Item	Check No. or EFT	Amount
09/05/19	Monthly Pay Period #8	none	
09/12/19	Pay Period #19	8601-8605	6,828.39
09/26/19	Pay Period #20	8606-8609	5,486.25
	Total Checks		<u>12,314.64</u>
09/05/19	Monthly Pay Period #8 Direct Deposits	EFT	5,961.49
09/05/19	Federal Tax Withheld Social Security & Medicare	EFT	1,300.99
09/05/19	State Tax Withheld	EFT	48.46
09/12/19	Pay Period #19 Direct Deposits	EFT	201,740.09
09/12/19	Federal Tax Withheld Social Security & Medicare	EFT	74,426.77
09/12/19	State Tax Withheld and State Disability Insurance	EFT	14,415.67
09/12/19	Lincoln Deferred Compensation Withheld	EFT	14,034.16
09/12/19	Lincoln - Employer Match Benefit	EFT	3,525.00
09/12/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
09/12/19	Nationwide Deferred Compensation Withheld	EFT	1,884.20
09/12/19	Nationwide - Employer Match Benefit	EFT	450.00
09/12/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	26,120.32
09/12/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,178.02
09/12/19	California State Disbursement	EFT	1,453.68
09/12/19	California Employment Development Department	EFT	175.00
09/26/19	Pay Period #20 Direct Deposits	EFT	201,982.43
09/26/19	Federal Tax Withheld Social Security & Medicare	EFT	73,969.31
09/26/19	State Tax Withheld and State Disability Insurance	EFT	14,176.44
09/26/19	Lincoln Deferred Compensation Withheld	EFT	14,117.06
09/26/19	Lincoln - Employer Match Benefit	EFT	3,450.00
09/26/19	Lincoln - 401a Employer Match Benefit	EFT	192.50
09/26/19	Nationwide Deferred Compensation Withheld	EFT	1,884.20
09/26/19	Nationwide - Employer Match Benefit	EFT	450.00
09/26/19	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	25,082.89
09/26/19	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	17,361.88
09/26/19	California State Disbursement	EFT	1,378.91
09/26/19	California Employment Development Department	EFT	175.00
	Total EFT		<u>717,126.97</u>
	Grand Total Payroll Cash		<u>729,441.61</u>



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: RESOLUTION 2019-31, APPLICATION FOR BUREAU OF RECLAMATION (WATERSMART) DROUGHT RESILIENCY GRANT FUNDS FOR PACIFIC RIVER PROJECT CONCEPTUAL APPRAISAL AND ANALYSIS

BACKGROUND:

West Valley Water District's mission is to provide our customers with a diversified, safe, high quality, and reliable water service at a reasonable rate and in a sustainable manner. As such, the District Board approved the Water Supply Reliability 2025 Program (WSR 2025) in 2019, enabling District staff to begin planning projects which will allow the District to overcome water supply challenges in the region, continue meeting demands presented by rapid residential and commercial growth, and bank water reserves in groundwater basins for use during extended dry periods or drought events.

DISCUSSION:

In an effort to further the District's mission, District staff would like to begin a preliminary analysis examining the technical and economic probability of implementing the Pacific River Project concept, a critical component of the WSR 2025 Program. This analysis will be conducted by engineering and hydrology consulting staff obtained through an official Request for Qualifications (RFQ). Upon completion of the project analysis, the District Board will have the data necessary to determine the viability of the Pacific River Project concept. To mitigate the expected costs of the project analysis, a source of funding has been identified through the WaterSMART Drought Response Program, administered by the Bureau of Reclamation.

FISCAL IMPACT:

If awarded, the WaterSMART Drought Response grant would provide funds in the amount of \$300,000, with an equal funds match requirement. The total cost to the District will be approximately \$300,000, which is available in the District's reserve account.

STAFF RECOMMENDATION:

That the Board of Directors approves Resolution No. 2019- , A resolution in support of filing an application with the United States Bureau of Reclamation for grant funding through the

WaterSMART Drought Response Program for a conceptual appraisal and analysis of the Pacific River Project.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

CM: nl

ATTACHMENT(S):

1. Final Drought Resiliency Resolution_Pac River_10-2019

MEETING HISTORY:

10/17/19 Board of Directors TABLED Next: 11/07/19

**RESOLUTION NO. 2019-31
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE WEST VALEY WATER DISTRICT (THE DISTRICT)**

IN SUPPORT OF FILING AN APPLICATION WITHIN THE UNITED STATES BUREAU OF RECLAMATION (RECLAMATION) FOR A GRANT UNDER THE WATERSMART DROUGHT RESPONSE PROGRAM; DROUGHT RESILIENCY PROJECTS GRANTS FOR FISCAL YEAR 2020.

WHEREAS, the United States Bureau of Reclamation is currently soliciting proposals for grant funding assistance under their WaterSMART Drought Response Program: Drought Resiliency Projects Grants for Fiscal Year 2020.

WHEREAS, District Staff has prepared a grant application under the United States Bureau of Reclamation-Smart Grants; WaterSMART Drought Response Program: Drought Resiliency Project Grants for Fiscal Year 2020.

WHEREAS, The District will work with the Bureau of Reclamation to meet established deadlines for entering into cooperative agreement and has agreed to submit an application addressing the viability of the Pacific River Project, a component of the District’s Water Supply Reliability 2025 Program.

WHEREAS, The District has the capability to provide the amount of funding and/or in-kind contributions specified in the funding plan.

WHEREAS, The District will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

WHEREAS, Clarence Mansell, The Districts General Manager serves as an official with legal authority to enter into an agreement for and on behalf of The District and its governing Board of Directors and has/will review and supports the application submitted.

THEREFORE BE IT RESOLVED, that the Board of Directors of the West Valley Water District hereby;

Section 1 **INCORPORATION OF RECITALS.** The West Valley Water District hereby finds and determines that the forgoing recitals of this Resolution are true and correct and hereby incorporated into this Resolution as though fully set forth herein.

Section 2 **APPLICATION.** That an application be made and submitted to the U.S. Bureau of Reclamation to obtain a WaterSMART Drought Response Program: Drought Resiliency Project Grant for West Valley Water District, Water Service Area for the conceptual appraisal and analysis of the Pacific River Project.

Section 3 **AUTHORIZATION.** The Board of Directors of the West Valley Water District authority **serves** as an official entity authorized to commit The District to the financial and legal obligations associated with receipt of a financial assistance award under the WaterSMART Drought Response Program; and has authorized staff to prepare and submit the necessary data, required under the application guidelines as specified with the U.S. Bureau of Reclamation for a funding request not to exceed \$300,000.

Resolution No. 2019-31

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) ss.
WEST VALLEY WATER)
DISTRICT)

I HEREBY CERTIFY that the forgoing Resolution No. 2019-31 was duly adopted by the West Valley Water District Board of Directors at a regular meeting, **ADOPTED, SIGNED AND APPROVED THIS 7th DAY of NOVEMBER, 2019 BY THE FOLLOWING VOTE:**

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

**Crystal Escalera, Board Secretary
to the Board of Directors of the West
Valley Water District**

PASS, APPROVED and ADOPTED this 7th day of NOVEMBER, 2019.

Resolution No. 2019-31

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

ATTEST:

**Crystal Escalera, Board Secretary
to the Board of Directors of the West
Valley Water District**

APPROVED AS TO FORM:

**Robert Tafoya
West Valley Water District Legal Counsel**

Resolution No. 2019-31



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: BUDGET AMENDMENT TO FUND AGREEMENT WITH AEROTEK, INC. FOR TEMPORARY LABOR SERVICES FOR FISCAL YEAR 2019-20

BACKGROUND:

Aerotek's services have continued to be needed since the last fiscal year to fill temporary vacancies due Family Leave, resignations in the Customer Service Center and other purposes. The Family Leaves have ended and the vacancy will be filled by mid-October. However, funding for FY2019-20 services must be approved by the Board.

DISCUSSION:

The Board of Directors is requested to authorize the General Manager to identify salary savings funds in the FY2019-20 Budget and execute a budget amendment to increase funding for the Aerotek, Inc. The Agreement shall not exceed \$50,000 in FY 2019-20 without prior Board Approval.

FISCAL IMPACT:

No fiscal impact. The funding for these temporary positions is derived from salary savings from vacant positions in the existing budget.

STAFF RECOMMENDATIONS:

Staff recommends that the Board of Directors authorize the General Manager transfer funds derived from salary savings in the FY2019-20 Budget and execute a budget amendment to provide funding for the Aerotek, Inc. agreement not to exceed \$50,000 without prior Board approval.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. Aerotek Contract

MEETING HISTORY:

10/17/19 Board of Directors TABLED Next: 11/07/19



SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made this 13th day of December, 2018, by and between AEROTEK, INC., a Maryland corporation, ("AEROTEK"), and West Valley Water District ("Client").

BACKGROUND

AEROTEK is engaged in the supplemental staffing services business providing contract personnel to customers with staffing needs. Client desires to engage AEROTEK to provide supplemental staffing services and AEROTEK desires to be engaged by Client, all on the terms and conditions of this Agreement.

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

1. **TERM:** This Agreement shall commence on the date this Agreement is executed by all parties, and continue for an initial term of one (1) year, and shall continue thereafter on a month-to-month basis not to exceed five (5) years, unless earlier terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days prior written notice with or without cause.

2. CONTRACT EMPLOYEES

2.1. **CONTRACT EMPLOYEES DEFINED:** As used throughout this Agreement, the term "Contract Employee" means an AEROTEK employee temporarily placed with the Client pursuant to this Agreement.

2.2. **SERVICES:** AEROTEK shall provide to Client one or more Contract Employees as requested by Client from time to time. Such Contract Employees shall provide services under Client's management and supervision at a facility or in an environment controlled by Client. Attached hereto as Exhibit A is a list of the names of the Contract Employee(s) to be placed initially with Client, standard and overtime hourly billing rates for each Contract Employee, and the starting date for each Contract Employee. Unless otherwise agreed by the parties, this Agreement shall apply to additional Contract Employees provided by AEROTEK as requested by Client hereunder from time to time. Should Client request additional services subsequent to the execution of this Agreement, and such services are not listed on Exhibit A attached hereto, or should either Client or AEROTEK request changes to hourly billing rates or other terms for any Contract Employee working under the terms of this Agreement, any such additions or changes will be mutually agreed to in writing by both parties. Such agreed upon terms shall become a part of this Agreement, as amended.

2.3. **DUTIES:** It shall be the Client's responsibility to control, manage and supervise the work of the Contract Employees assigned to Client pursuant to this Agreement. Client agrees to provide site specific training to Contract Employees. The Contract Employees shall perform only the duties and functions of the specific jobs set forth opposite the Contract Employee's name on Exhibit A or on the job description attached to this Agreement. In no event shall any Contract Employee be assigned or permitted to perform any other duties or functions other than those specified in Exhibit A for Client without the express written consent of AEROTEK. Should Client assign the Contract Employee to perform the duties or functions of a position not listed in Exhibit A or within the job description attached hereto, AEROTEK may, in its sole and absolute discretion, deem this Agreement breached by Client and take whatever action it deems necessary or appropriate. In this event, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to

such breach, as well as all hours worked by the Contract Employees.

2.4. **CASH HANDLING:** Client agrees that it will not permit any Contract Employee to (i) handle cash, negotiable instruments or other valuables without AEROTEK's written consent (and then only under Client's direct supervision), or (ii) transport or convey money, securities or negotiable instruments for Client (including, but not limited to, delivering bank deposits to a bank or other institution).

2.5. **MOTOR VEHICLES:** Contract Employee(s) are not authorized to operate a motor vehicle without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require driving a motor vehicle without AEROTEK expressed written permission.

2.6. **INTERNATIONAL TRAVEL:** Contract Employee(s) are not authorized to travel internationally without AEROTEK's prior written permission. Client shall not request or require Contract Employee(s) to perform tasks which require international travel without AEROTEK's prior written permission.

3. **INDEPENDENT CONTRACTOR STATUS:** With respect to the services provided by AEROTEK, AEROTEK shall be an independent contractor. AEROTEK shall provide any salary or other benefits to such Contract Employees; will make all appropriate tax, social security, Medicare and other withholding deductions and payments; will provide worker's compensation insurance coverage for its Contract Employees; and will make all appropriate unemployment tax payments.

4. TIME RECORDS AND INVOICES:

AEROTEK Time and Expense shall be the official time record for purposes of payment herein. AEROTEK shall submit weekly invoices to Client for services rendered by Contract Employee(s) for the number of hours worked by Contract Employee(s) the previous week. Overtime rates for Contract Employee(s) who work in excess of forty (40) hours per week, or as otherwise required by law, will be billed at the rates listed on Exhibit A, in addition to all applicable sales and other tax, or as otherwise agreed by both parties. For weeks that have one (1) National or client observed holiday, overtime rates shall be billed for hours worked in excess of thirty-two (32) hours per week. The number of hours billed by AEROTEK shall be supported by a time card or other time record approved by a representative of the Client. Client is solely responsible for ensuring that information submitted to AEROTEK regarding hours worked by Contract Employee(s) is timely and accurate. Client agrees to pay for any and all hours of Sick Leave, as applicable, that has accrued and is paid to Contract Employee while on assignment at Client. In the event Client or Client's Representative fails to timely or accurately affirm the hours worked by Contract Employees or provide adequate systems or reporting to account for all hours, Client shall be liable to AEROTEK, and indemnify AEROTEK for all claims, damages, losses or expenses relating to such breach, as well as all hours worked by the Contract Employees. Invoices submitted by AEROTEK to Client are presumed to be accurate and fully payable on the terms contained therein unless disputed by Client within five (5) business days of Client's receipt of the invoice.

5. **PAYMENT DEFAULT:** Payment in full for invoices via check or EFT shall be due within fifteen (15) days from invoice date, at AEROTEK, 3689 Collection Cir. Dr., Chicago, Illinois 60693. Invoices that are more than seven (7) days past due are subject to a late charge of one percent (1%) per month on the amount of the past due balance. Late charges shall be calculated using the U.S. Method, therefore interest will not be compounded on the past due balance. If the Client's account is past due or Client has exceeded AEROTEK's established credit limit, AEROTEK shall notify Client verbally or in writing of such occurrence. Upon such notice, AEROTEK may, without additional notice, immediately cease providing any and all further Contract Employee services without



any liability to Client for interruption or stoppage of pending work. In addition, the parties agree that in the ordinary course of business AEROTEK may, in its sole discretion, apply payments made by Client to any outstanding Client invoice, notwithstanding any direction by Client regarding application of the payment. In the event that there are subsidiaries and/or affiliates of Client that are subject to the terms of this Agreement, and those subsidiaries and/or affiliates become delinquent or are unable to pay AEROTEK according to the terms contained herein, Client shall be liable to AEROTEK for payment of any and all outstanding invoices owed by the subsidiaries and/or affiliates.

6. EXPENSES: Client shall reimburse AEROTEK for all ordinary, necessary, and reasonable travel expenses incurred by Contract Employee(s) while performing services on behalf of Client that require Contract Employee to travel away from Client's primary job site. Client agrees to accept legible copies of receipts (or electronic copies, if billed electronically) as the supporting documentation needed to pay the expense amount on the invoice.

7. COLLECTION: Intentionally omitted.

8. BANKRUPTCY: Client agrees that in the event Client files bankruptcy, (i) to the extent AEROTEK pays the salary and other direct labor costs of the Contract Employees it provides to Client and such amounts incurred within 180 days prior to bankruptcy are not paid by Client to AEROTEK prior to bankruptcy, and/or (ii) AEROTEK is the assignee of claims held by such Contract Employees against Client for such amounts incurred within 180 days prior to bankruptcy and such amounts are not paid by Client to AEROTEK prior to bankruptcy, then AEROTEK has a claim against Client in bankruptcy for the amount of such salary and other direct labor costs which is entitled to a priority under 11 U.S.C. § 507(a)(4).

9. PURCHASE ORDERS: Payment of AEROTEK invoices shall not be dependent upon a Client generated purchase order. If a purchase order is required pursuant to this Section, Client shall deliver to AEROTEK a written purchase order [15days/hours] before the first Contract Employee start date identified on Exhibit A. As stated in Section 15.21 herein, this Agreement and Exhibit A constitute the entire agreement between the parties. If there is any inconsistency or conflicting terms between this Agreement and a client purchase order, this Agreement shall prevail. If a purchase order is required pursuant to this paragraph, failure by Client to deliver said purchase order shall not release Client of its obligations contained in this Agreement.

10. EXPORT CONTROL: Client agrees that it will adhere to all applicable export controls including but not limited to the International Traffic and Arms Regulations (ITAR), the Export Administration Regulations (EAR), and all regulations and orders administered by the Office of Foreign Asset Control of the U.S. Department of Treasury. Client further assumes responsibility for Contract Employees' actions with regard to any transfer of export controlled articles to include technical data, and defense services while acting within the scope of work under this contract, to include the procurement of any licenses required under the ITAR or EAR. Client is responsible for promptly identifying in writing for AEROTEK positions that require access to export controlled data or require AEROTEK provided personnel to participate in the export of controlled information and technologies to foreign persons. Upon notification of applicable export controls, AEROTEK will certify that employees placed in those positions are U.S. persons.

11. RESTRICTIVE COVENANT

11.1. RESTRICTIVE COVENANT - CONVERSION: AEROTEK is not an employment agency. Its services are provided at great expense to AEROTEK. In consideration thereof, during the term of

this Agreement and for the twelve (12) month period immediately following the period for which a Contract Employee last performed services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Contract Employee to leave the employ of AEROTEK, or hire or engage such Contract Employee. If any Contract Employee provided by AEROTEK to Client is engaged by Client to perform services, either directly or indirectly, within twelve (12) months of that Contract Employee's last day of work at Client through AEROTEK, the Client will pay AEROTEK, as liquidated damages, an amount equal to 30% of the Contract Employee's first year salary, including bonuses, with Client.

11.2. RESTRICTIVE COVENANT - RIGHT TO HIRE: Notwithstanding, the above Section 11.1, if Contract Employee has completed the minimum assignment duration at Client for AEROTEK, pursuant to Exhibit A, there will be no fee for directly hiring the Contract Employee.

11.3. ACCOUNT STATUS: If Client exercises its right to hire a Contract Employee at a time when Client is in breach of Section 5 of this Agreement or Client's account is otherwise not current or in good standing, Client agrees to pay the fee of 30% of the Contract Employee's first year salary, including bonuses with Client, even though the Contract Employee has completed the assignment duration outlined in the attached Exhibit A.

12. SUBMITTALS

12.1. RIGHT TO HIRE: Resumes submitted to Client are confidential and for Client use only. Client agrees that AEROTEK is the exclusive representative of all candidates for which resumes are submitted to Client by AEROTEK in response to Client requests. Accordingly, Client agrees that if any candidate submitted to Client by AEROTEK is engaged to perform services, either directly or indirectly, by Client within twelve (12) months of receipt of the resume, Client agrees to pay to AEROTEK as liquidated damages an amount equal to 30% of the employee's first year annual salary, including bonuses.

12.2. CONTRACT EMPLOYEE PERFORMANCE: Within the initial employment guarantee period as detailed in the attached Exhibit A from any Contract Employee(s) starting date, Client shall review the Contract Employee's performance and decide whether to continue the engagement of such Contract Employee. If Client is dissatisfied with the performance of the Contract Employee, and Client wishes AEROTEK to terminate its engagement of such Contract Employee, Client must notify AEROTEK within the initial period, specifying the reasons for its dissatisfaction, and Client shall not be required to pay for the hours worked by that Contract Employee during the initial period, provided its reasons for termination are not unlawful and are bona fide in AEROTEK reasonable judgment. If Client becomes dissatisfied with the performance of a Contract Employee after the initial period, Client may request that AEROTEK terminate the engagement of that Contract Employee upon written notice to AEROTEK, but Client shall pay for all hours worked by the terminated Contract Employee from the first hour of work up to and including the date of termination.

12.3. LIMITATION OF LIABILITY: AEROTEK does not warrant or guarantee that the Contract Employee(s) placed pursuant to this Agreement will produce any particular result or any solution to Client's particular needs, or perform services in any particular manner. Accordingly, Client acknowledges and agrees that AEROTEK is not responsible for any aspects of the Contract Employees work or the Client's project, including, without limitation, any deadlines or work product. Because AEROTEK is providing supplemental staffing services only, and Client is directing and

Aerotek

supervising the Contract Employees who render these services, AEROTEK shall not be liable (i) for any claims, costs, expenses, damages, obligations or losses arising from or in connection with the acts or omission of any Contract Employee, including, but not limited to, work on engineering or design concepts or calculations or related drawings, software programs, designs or documentation, or (ii) for any indirect, special or consequential damages (including, but not limited to, loss of profits, interest, earnings or use) whether arising in contract, tort or otherwise. Client shall indemnify AEROTEK and hold it harmless against and from any such claims made or brought by third parties, including any and all costs incurred in connection with such claims.

13. CLIENT PROPERTY

13.1. WORK PRODUCT: All work product of every kind performed by any Contract Employee on behalf of Client shall be the sole and exclusive property of Client.

13.2. DAMAGES: AEROTEK does not provide insurance coverage for any real or personal property of Client, including but not limited to machinery, equipment, computers, tools, vehicles or other real or personal property which is owned or leased by client. Accordingly, Client agrees that in the event it supplies, provides or otherwise allows Contract Employees to use or have access to any property of Client, (including but not limited to cell phones, laptop computers, tools, etc.), Client shall be solely responsible for any damage, theft, repair or loss associated with this property, and Client shall indemnify, hold harmless and defend AEROTEK against and from such claims made or brought for any damaged, stolen, or lost property of Client.

13.3. CONFIDENTIALITY: AEROTEK recognizes that while performing its duties under this Agreement, AEROTEK and its Contract Employees may be granted access to certain proprietary and confidential information regarding Client's business, customers, and employees. AEROTEK agrees to keep such information confidential and the obligations of this paragraph will survive the termination of this Agreement. This paragraph does not apply to information that was previously known or information that is available in the public domain.

14. NOTICES

14.1. MANNER: Any notice or other communication ("Notice") required or permitted under this Agreement shall be in writing and either delivered personally or sent by facsimile, overnight delivery, express mail, or certified or registered mail, postage prepaid, return receipt requested.

14.2. ADDRESSEE: A Notice shall be addressed, in the case of AEROTEK, to Assistant Controller--West Region at: 7301 Parkway Dr. Hanover, MD 21076 or, in the case of Client, to West Valley Water District, at 855 W. Baseline, P.O. Box 920, Rialto, CA 92377. If sent by facsimile, a Notice shall be sent to AEROTEK at (410) 579-3106 or to Client at (951) 862-1203.

14.3. DELIVERY: A Notice delivered personally shall be deemed given only if acknowledged in writing by the person to whom it is given. A Notice sent by facsimile shall be deemed given when transmitted; provided that the sender obtains written confirmation that the transmission was sent. A Notice sent by overnight delivery or express mail shall be deemed given twenty-four (24) hours after having been sent. A Notice that is sent by certified mail or registered mail shall be deemed given forty-eight (48) hours after it is mailed. If any time period in this Agreement commences upon the delivery of Notice to any one or more parties, the time period shall commence only when all of the required Notices have been deemed given.

14.4. CHANGES: Either party may designate, by Notice to the other, substitute addressees, addresses or facsimile numbers for Notices, and thereafter, Notices are to be directed to those

substitute addresses, or facsimile numbers.

15. MISCELLANEOUS:

15.1. WAIVER: Failure to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.

15.2. REMEDIES CUMULATIVE: The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.

15.3. ARBITRATION: Except as provided in Section 7 of this Agreement, all disputes, controversies or differences arising in connection with the validity, execution, performance, breach, non-renewal or termination of this Agreement shall be finally settled in an arbitration proceeding under the Rules of the American Arbitration Association by three arbitrators in accordance with the Commercial Arbitration Rules then in effect of the American Arbitration Association. Selection of the arbitrators shall be as follows: each party shall appoint one arbitrator within twenty (20) days after the parties have agreed to go to arbitration, and those two arbitrators shall appoint a third arbitrator who shall act as chairman, within a twenty (20) day period thereafter. If the parties fail to appoint the chairman within said period, the parties will apply to the American Arbitration Association for appointment of the third arbitrator. The parties agree to be bound by the findings of the arbitration. Notwithstanding the foregoing, the courts shall have jurisdiction over injunctive or provisional relief pending arbitration. The arbitrators shall not be empowered to award punitive damages to any party. The non-prevailing party to the arbitration shall pay all the prevailing party's expenses of the arbitration, including reasonable attorneys' fees and other costs and expenses incurred in connection with the prosecution or defense of such arbitration.

15.4. DRUG & BACKGROUND SCREENING: If Client requires AEROTEK to perform certain drug and/or background screenings on its candidate(s) and/or Contract Employee(s), the Exhibit B Addendum should be completed and signed by both Client and Aerotek. These screenings will be performed at Client's sole expense unless otherwise agreed to in writing by both parties.

15.5. ASSIGNMENT: No party shall transfer or assign any or all of its rights or interests under this Agreement or delegate any of its obligations without the prior written consent of the other party; provided, however, that AEROTEK may transfer or assign its rights or interests, or delegate its obligations, under this Agreement to any parent, subsidiary or affiliate without the prior written consent of Client.

15.6. COMPLIANCE: Client agrees that it will comply with applicable federal, state, and local laws in connection with the services provided by AEROTEK hereunder, including but not limited to the following:

15.7. EQUAL OPPORTUNITY: AEROTEK is an equal opportunity employer and refers Contract Employees regardless of race, sex, color, religion, creed, ancestry, national origin, disability, age, marital status or other protected class status pursuant to applicable law. Client agrees and warrants that it will not reject Contract Employees, or otherwise deem Contract Employees unacceptable, or take any other action for any reason prohibited by federal, state or local laws including, but not limited to, laws pertaining to employment discrimination or employee safety. Client will indemnify and defend AEROTEK with respect to any and all claims that Client took action in violation of federal, state,



and/or local laws, including costs of suit, settlement and attorneys' fees.

16.8. GOVERNMENT CONTRACTING – NOTIFICATION AND WAGE DETERMINATION: Client represents and warrants that the services to be provided by Contract Employees are not (i) supporting a contract for the United States, State or Local Government; or (ii) subject to any federal, state, or local prevailing wage determination, including but not limited to, the Service Contract Act of 1965, Davis-Bacon Act, or Walsh-Healey Public Contract Act. Client acknowledges and agrees that Client is responsible for (i) prior notification to AEROTEK of any and all projects that support a contract with the United States, State or Local Government, and (ii) the accuracy of any applicable prevailing wage determinations and flow down provisions. If it is later determined that such services provided by Contract Employees were in support of a United States, State or Local Government contract, Client agrees to indemnify AEROTEK for any claims, costs or fees which (i) AEROTEK may incur from any misclassification related to such determination; and (ii) result from any inaccuracy of the Client provided wage determination including, but not limited to, the failure to notify AEROTEK that the services provided by Contract Employees are or were required to be paid at a prevailing wage. Should Client fail to notify AEROTEK of an applicable prevailing wage or provide accurate wage determinations, AEROTEK reserves the right to bill Client the difference in the rate for all hours worked plus any statutory or regulatory costs associated with such rate difference. Further, AEROTEK will charge a ten percent (10%) fee, as liquidated damages for Client's failure to notify AEROTEK that a prevailing wage applies, which will be calculated based on the total difference in the rate for all hours worked.

16.9. AVIATION REGULATIONS: Client represents that none of the services to be performed by any Contract Employee will be FAA-regulated as a "SAFETY-SENSITIVE FUNCTION". Client agrees to be solely responsible for making such determination(s), and Client agrees to indemnify AEROTEK and hold AEROTEK harmless for any claims, costs or damages which may result from the Client's breach of its obligations contained herein.

16.10. HEALTH AND SAFETY: Client shall provide a safe, clean work environment that complies with all applicable local, state and federal laws. Client agrees to train, certify, evaluate and orient all Contract Employees in all applicable safety (IHPP), hazardous communication (SDS information, etc.) ergonomic and operational instructions in the same manner as Client employees and as required by policy or by law, including but not limited to, all federal OSHA and equivalent state agency requirements, guidelines and standards. Client agrees to document Contract Employee site specific training, which documents the date and type of training conducted. The Client further agrees to promptly provide verification of site specific training upon Aerotek's request. Further, Client agrees to notify AEROTEK if any health and safety medical testing or medical surveillance will be required for Contract Employee. Client agrees to notify AEROTEK of any changes in occupational exposures that would require medical testing or medical surveillance. To the extent a Contract Employee is obligated to meet site-specific training requirements in order for Client to comply with applicable site-specific legal requirements, the Client shall provide the Contract Employee with all necessary training before placing the Contract Employee into the work environment and before allowing the Contract Employee to commence the specific assignment. Client shall provide and require all AEROTEK Contract Employees to wear all appropriate safety equipment. Client will notify AEROTEK immediately in the event of an accident or medical treatment of any Contract Employee, and will provide a completed supervisor's report of injury. AEROTEK may perform, if feasible, an inspection of the workplace to conduct its own hazard assessment or to ensure implementation of the Client's safety and health obligations. Client agrees to provide the necessary

and accurate information to complete this assessment. In the event of an accident or other incident involving a Contract Employee, AEROTEK shall have the right to conduct an onsite investigation. Client shall cooperate with AEROTEK in the conduct of its investigation. Client will be responsible for all OSHA recordkeeping responsibilities required by law in the performance and execution of the terms of this agreement. Client shall indemnify AEROTEK and hold it harmless against and from any claims made or brought as a result of Client's breach of its obligations contained in this paragraph.

16.11. DATA SECURITY: Client acknowledges and agrees that, in the course of its business relationship with AEROTEK, Client may receive or have access to Sensitive Personal Information of AEROTEK or its Contract Employees, including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, government-issued identification numbers, and other personal identifiers. Client agrees to keep and maintain all Sensitive Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure. In addition, Client agrees that it shall use and disclose Sensitive Personal Information solely and exclusively for the purposes for which the Sensitive Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement and not disclose such information to any person or entity without express written consent from AEROTEK.

16.12. DATA SECURITY INCIDENT: In the event a Data Security Incident occurs involving a Contract Employee assigned to Client under this Agreement, Client agrees to report the Data Security Incident to AEROTEK via the following link: <https://infosec.alegisgroup.com>. A Data Security Incident shall be defined to include any matter in which Client equipment is lost or stolen, any sensitive, proprietary or Client confidential information contained on the equipment is improperly transmitted or disclosed or other Data Security Incidents or issues that arise and are caused by Contract Employee(s).

16.13. OTHER REQUIREMENTS: Client acknowledges and agrees that it shall be responsible for notifying AEROTEK of any other industry-specific law or regulation applicable to the services provided by AEROTEK prior to any AEROTEK employee providing any services.

16.14. ANNUAL INFLATION ADJUSTMENT: Within the first sixty (60) days of every calendar year, AEROTEK reserves the right to adjust established bill rates with Client by up to 3% to cover specific direct cost increases. This bill rate adjustment will include any statutory, employee benefit, or Contract Employee compensation increases. AEROTEK will submit a revised Exhibit A reflecting the bill rate adjustment at the effective date of change to the Client for documentation purposes. If direct cost increases are greater than 3% then AEROTEK will secure a revised Exhibit A with Client documenting the new agreed upon rates. Any rate adjustment will be applicable on a go forward basis only.

16.15. GOVERNING LAW: The laws of the State of California shall govern the validity and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict of laws.

16.16. SEVERABILITY: A ruling by any court that one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect shall not affect any other provision of this Agreement so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Thereafter, this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had been amended as originally contemplated by this Agreement to the greatest extent possible.



15.17. COUNTERPARTS: This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original. In that event, in providing this Agreement it shall not be necessary to produce or account for the counterpart signed by the party against whom the proof is being presented.

15.18. HEADINGS: The section and subsection headings have been included for convenience only, are not part of this Agreement and shall not be taken as an interpretation of any provision of this Agreement.

15.19. BINDING EFFECT: This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, personal representatives and other legal representatives, successors and permitted assigns. Except as otherwise specifically provided, this Agreement is not intended and shall not be construed to confer upon or to give any person other than the parties any rights or remedies.

15.20. AMENDMENTS AND MODIFICATIONS: Except for modifications to Exhibit A pursuant to Section 2 herein, this Agreement may be amended, waived, changed, modified or discharged only by an agreement in writing signed by all of the parties.

15.21. ENTIRE AGREEMENT: This Agreement and Exhibit A hereto constitutes the entire agreement between the parties, and there are no representations, warranties, covenants or obligations except as set forth in this Agreement. This Agreement supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, written or oral, of the parties, relating to any transaction contemplated by this Agreement.

AEROTEK, INC.

By:  _____

Name: John Flores

Title: Senior Account Executive

Date: 12-13-18

Client: West Valley Water District

By:  _____

Name: Clarence C. Mansell, Jr.

Title: General Manager

Date: 12-13-18



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER ANNUAL RENEWAL OF A PROFESSIONAL SERVICES AGREEMENT FOR L.A. COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MANAGEMENT CONSULTING SERVICES, LLC (CONSULTANT)

DISCUSSION:

The District requires professional and comprehensive emergency management and disaster planning in order to comply with FEMA/CAL OES emergency planning requirements and become eligible for multiple federal and state funding opportunities. The Consultant will continue to coordinate with Executive Management and District staff to: develop an emergency management and disaster plan; make necessary updates to the District's Emergency Operations Center; ensure NIMS/SEMS/ICS compliance; act as the District's Liaison Officer working in conjunction with the County Office of Emergency Services and federal and state agencies. The consultant may also provide other safety, security, and planning services and assessments as required by the General Manager. Consultant possesses the expertise and relationships necessary to develop the District's Emergency Management Program. Exhibit A contains the proposed contract.

FISCAL IMPACT:

No fiscal impact. The estimated cost of \$90,000 has been included in Fiscal Year 2019-20 budget.

STAFF RECOMMENDATION:

That the Board of Directors approves a professional services agreement with L.A. County Public Safety, Security and Emergency Management Consulting Services, LLC.

Respectfully Submitted,

Clarence C. Mansell Jr.

Clarence Mansell Jr, General Manager

CM:mb

ATTACHMENT(S):

1. Emergency Management Consulting_LA County _PSA for Non-Engineering 11072019

MEETING HISTORY:

10/17/19 Board of Directors TABLED Next: 11/07/19



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

***LA County Public Safety, Security and Emergency
Management Consulting Services, LLC***

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 7th day of November, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and

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

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

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of

termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

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

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

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

To Consultant: LA COUNTY PUBLIC SAFETY, SECURITY AND
EMERGENCY MGMT CONSULTING SERVICES LLC
16654 Soledad Canyon Road, Ste#260
Canyon Country, CA 91387
Attention: Daniel Rodriguez
(661) 877-1770
wwdconsultant@gmail.com

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has

had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

DISTRICT:

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

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

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

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order (“Task Order”) is executed this 7th , day of November , 2019 by and between West Valley Water District, a public agency of the State of California (“District”) and LA COUNTY PUBLIC SAFETY, SECURITY AND EMERGENCY MGMT CONSULTING SERVICES LLC (“Consultant”).

RECITALS

- A. On or about November 7th , 2019 District and Consultant executed that certain Agreement for Professional Services (“Agreement”).
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

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

By _____
Name _____
Its _____

By _____
Name _____
Its _____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

Services will consist of providing emergency management and disaster assessments, planning, compliance reporting to executive staff as directed. The consultant will also perform the listed services as requested and on an as needed basis.

1. Comprehensive Emergency Management & Disaster Planning with Board of Directors, Executive Management, and District Staff
2. Coordinate with Executive Management to make necessary updates with the District Emergency Operations Center
3. NIMS/SEMS/ICS Compliance
4. Act as the District’s Terrorism Liaison Officer working in conjunction with the County Office of Emergency Services, in addition to federal and state agencies
5. Provide Personnel, Executive Management and Board Members Training and Development relating to safety services
6. Provide Facility Safety, Security and Risk Management at District Facilities and special events as determined by Executive Management
7. Act as the agency Liaison with Local, State, and Federal Agencies
8. Coordinate with District Management on security services for Public Outreach and Educational Awareness
9. Provide public safety and security assessments and reports of 40 District locations
10. Update expired Emergency Operations Plan per CAL OFS/FEMA Requirements
11. Update Hazard Mitigation Plan per CAL OES/FEMA requirements

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Consultant hourly rate - \$90.00 per hour.

All work to requires prior approval from the District and shall not exceed \$90,000 without prior approval from the Board of Directors.

EXHIBIT "3"
TO
TASK ORDER NO. 1

SCHEDULE

Schedule to be approved by General Manager prior to each work week.

EXHIBIT B**KEY PERSONNEL**

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

Daniel Rodriguez

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CONSIDER APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT
 FOR CLIFTON ENGINEERING FOR ENGINEERING SERVICES

DISCUSSION:

The District requires professional consulting engineering services to implement its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes, but is not limited to planning, feasibility studies for technical and economic matters, performing detailed engineering design or overseeing such activities, construction management, grant application support, and other such services. Examples of continuing work are the S2WI2FT Basin Project, the Pacific River Project, the Water Supply Reliability 2025 Program, and the FBR/FXB Off-Spec Water Injection Well Project. Consulting engineers such as Clifton Engineering possess skills, knowledge, abilities, and experience that is not available on staff.

FISCAL IMPACT:

No fiscal impact. The estimated cost of \$50,000 has been included in Fiscal Year 2019-20 budget.

STAFF RECOMMENDATION:

That the Board of Directors approves a professional services agreement with Clifton Engineering.

Respectfully Submitted,

Clarence Mansell Jr, General Manager

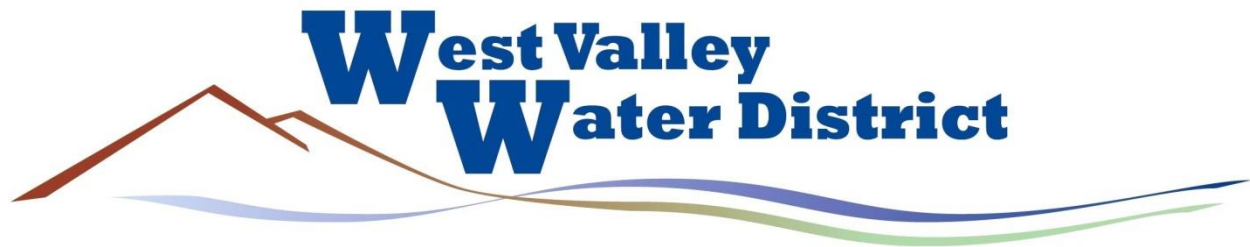
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ATTACHMENT(S):

1. Clifton Engineering PSA for Non-Engineering 11072019

MEETING HISTORY:

10/17/19 Board of Directors TABLED Next: 11/07/19



West Valley Water District

AGREEMENT FOR PROFESSIONAL SERVICES

With

Clifton Engineering

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AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) effective as of this 7th day of November, 2019 (“Effective Date”) is by and between West Valley Water District (“District”) and Clifton Engineering (“Consultant”). The District and Consultant may be collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1. Term of Agreement.

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

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

Section 2. Scope and Performance of Services.

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

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

2.2 Consultant will furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing,

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

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

Consultant warrants it will perform its engineering and design under the Task Order, as more particularly described in Exhibit A ("Task Order") in accordance with the current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. Further, Consultant warrants that the engineering and design performed has been performed in accordance with the then current standards of care and diligence normally practiced by recognized engineering and design firms in performing services of a similar nature. If within one (1) year after substantial completion of the engineering and design work it is shown that there is an error in that work as a result of the Consultant's failure to meet those standards and the District has notified the Consultant in writing of any such error within that period, Consultant shall re-perform such engineering and design work within the original scope of such services, as may be necessary to remedy such error. All costs incurred by Consultant in performing such corrective services shall be the sole responsibility of the Consultant and such costs shall not be reimbursable in any way.

Section 3. Additional Services and Changes in Services

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

Section 4. Familiarity with Services and Site.

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

Section 5. Compensation and Payment.

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

Section 6. Required Documentation Prior to Performance.

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

Section 7. Project Documents.

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

Section 8. Consultant's Books and Records.

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

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

Section 9. Status of Consultant.

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

Section 10. Compliance with Applicable Laws.

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

Section 11. Conflicts of Interest.

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

Section 12. Confidential Information; Release of Information.

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

Consultant. However, this right to review any such response does not imply or mean the right by District to control, direct, or rewrite such response.

Section 13. Indemnification.

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

Section 14. Insurance.

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

Section 15. Assignment.

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

Section 16. Termination of Agreement.

- 16.1** District may terminate this Agreement, with or without cause, at any time by written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- 16.2** Upon termination of this Agreement, all property belonging exclusively to District which is in Consultant's possession must be returned to District. Consultant shall promptly deliver to District a final invoice for all outstanding services performed and expenses incurred by Consultant as of the date of

termination. Compensation for work in progress not based on an hourly rate will be prorated based on the percentage of work completed as of the date of termination.

- 16.3** Consultant acknowledges District's right to terminate this Agreement as provided in this section, and hereby waives any and all claims for damages that might otherwise arise from District's termination of this Agreement.

Section 17. Notices.

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

To District: West Valley Water District
855 West Base Line Road
P. O. Box 920
Rialto, CA 92377
Attention: Clarence C. Mansell, Jr.
General Manager

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

To Consultant: **Clifton Engineering**
1445 Pacific Street
Redlands, CA 92373

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

Email: apinvoices@wvwd.org

or

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

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

Section 18. General Provisions.

- 18.1 Authority to Execute.** Each Party represents and warrants that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.
- 18.2 Binding Effect.** Subject to Section 15, this Agreement is binding upon the heirs, executors, administrators, successors and assigns of the Parties, including any subcontractors or sub-consultants of Consultant.
- 18.3 Entire Agreement.** This Agreement, including the attached Exhibits "A" through "C," is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed in this Agreement and supersedes all other agreements or understandings, whether oral or written, between Consultant and District prior to the execution of this Agreement.
- 18.4 Modification of Agreement.** No amendment to or modification of this Agreement will be valid unless made in writing and approved by Consultant and approved in writing by the Board of Directors of the District, or in writing by the General Manager, if such power has been delegated to General Manager. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver will be void.
- 18.5 Facsimile Signatures.** Amendments to this Agreement will be considered executed when the signature of a Party is delivered by facsimile transmission. Such facsimile signature will have the same effect as an original signature.
- 18.6 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement will not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement will not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any services by Consultant will not constitute a waiver of any of the provisions of this Agreement.
- 18.7 Interpretation.** This Agreement will be interpreted, construed and governed according to the laws of the State of California. Each Party has

had the opportunity to review this Agreement with legal counsel. The Agreement will be construed simply, as a whole, and in accordance with its fair meaning, and without resort to rules regarding draftsmanship. It will not be interpreted strictly for or against either Party.

- 18.8 Severability.** If any provision of this Agreement shall be ruled invalid, illegal or unenforceable, the Parties shall: (a) promptly negotiate a substitute for the provisions which shall to the greatest extent legally permissible, effect the intent of the Parties in the invalid, illegal or unenforceable provision, and (b) negotiate such changes in, substitutions for or additions to the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with subsection (a) above to give effect to the intent of the Parties without the invalid, illegal or unenforceable provision. To the extent the Parties are unable to negotiate such changes, substitutions or additions as set forth in the preceding sentence, and the intent of the Parties with respect to the essential terms of the Agreement may be carried out without the invalid, illegal or unenforceable provisions, the balance of this Agreement shall not be affected, and this Agreement shall be construed and enforced as if the invalid, illegal or unenforceable provisions did not exist.
- 18.9 Venue.** The Parties agree any action or proceeding to enforce or relating to this Agreement shall be brought exclusively in the federal court located in Riverside County, California or state court located in San Bernardino County, California and the Parties hereto consent to the exercise of personal jurisdiction over them by such courts for purposes of any such action or proceeding.
- 18.10 Disputes.** If any disputes should arise between the Parties concerning the work to be done under this Agreement, the payments to be made, or the manner of accomplishment of the work, Consultant shall nevertheless proceed to perform the work as directed by District pending settlement of the dispute.
- 18.11 Cooperation.** Consultant shall cooperate in the performance of work with District and all other agents.
- 18.12 Time of Essence.** Time shall be of the essence as to all dates and times of performance contained in this Agreement.
- 18.13 Counterparts.** This Agreement may be signed and delivered in any number of counter parts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement.

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

DISTRICT:

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

By _____
Clarence C. Mansell, Jr., General Manager

By _____
Crystal L. Escalera, Board Secretary

APPROVED AS TO FORM:

TAFOYA & GARCIA LLP

By _____
Robert Tafoya

CONSULTANT:

Clifton Engineering _____

By _____

Name _____

Its _____

EXHIBIT A
TASK ORDER

TASK ORDER NO. 1

This Task Order ("Task Order") is executed this 7th day of November , 2019 by and between West Valley Water District, a public agency of the State of California ("District") and Clifton Engineering ("Consultant").

RECITALS

- A. On or about November 7th , 2019 District and Consultant executed that certain Agreement for Professional Services ("Agreement").
- B. The Agreement provides that the District will issue Task Orders from time to time, for the provision of certain services by Consultant.
- C. Pursuant to the Agreement, District and Consultant desire to enter into this Task Order for the purpose of setting forth the terms and conditions upon which Consultant shall render certain services to the District.

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

DISTRICT:

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

Clarence C. Mansell Jr., General Manager

Crystal L. Escalera, Board Secretary

CONSULTANT:

Clifton Engineering_____

By_____

Name_____

Its_____

By_____

Name_____

Its_____

EXHIBIT “1”
TO
TASK ORDER NO. 1

SCOPE OF SERVICES

The District requires professional consulting engineering services to implement its capital improvement programs and other work. The consultant will perform the tasks, obligations and services requested by the Board or its General Manager. This includes but is not limited to planning, feasibility studies for construction management, grant application support and other such services.

EXHIBIT "2"
TO
TASK ORDER NO. 1

COMPENSATION

Task Order #1 not to exceed \$50,000 annually without prior approval of the Board.

EXHIBIT "3"
TO
TASK ORDER NO. 1
SCHEDULE

Schedules for assignment will be determined and approved by the General Manager or his designee prior to start of any work.

EXHIBIT B**KEY PERSONNEL**

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

Neil Clifton

EXHIBIT C
INSURANCE

INSURANCE

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

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

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

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

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

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

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

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

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

obligations under this Agreement. Consultant acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to District in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to District to compensate it for such losses.



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: CIP BUDGET AMENDMENT TO FACILITATE ADDITIONAL MAXIMO LICENSING AND HOSTING SERVICES

BACKGROUND:

The District has been developing an Asset Management Program utilizing the Maximo Software System. The project has been underway for approximately nine (9) months. It is now time to purchase user licensing and move to a production environment and get ready for staff use. This item was discussed and approved in the Safety and Technology Committee Meeting on September 17, 2019.

DISCUSSION:

Consider the purchase of Maximo User Licensing and Hosting services from Polaris Solutions. Polaris Solutions will provide extended Maximo support and expertise as we develop our asset management system. It will be bundled with Maximo cloud hosting services. The Staff would like to move our existing short term hosting service from Tangentia which is a DB2 Database to a long term service with Polaris Solutions which we have an option to procure a SQL database. The new hosting service matches our new Tyler System SQL database and is better suited in providing an easier collaboration environment for Tyler Incode and Maximo integration. The new service will also bring better user support and provide separate production and testing environments for development and enhanced first and second level Maximo software support. Polaris Solutions was recommended by our IBM (Maximo) consultant.

Maximo Users	Polaris	Cohesive	IBM
Total for 62 Users	\$99,457.40	\$91,896.56	\$94,005.60
Sales/Use Tax	\$7,707.95	\$7,121.98	\$7,285.43
License Service Quotes	\$107,165.35	\$99,018.54	\$101,291.03
 Hosting Service Quotes	 \$22,440.00	 \$45,920.00	 \$43,429.20
 Combined License and Hosting Total	 \$129,605.35	 \$144,938.54	 \$144,720.23

FISCAL IMPACT:

We are requesting a CIP Budget Amendment to facilitate additional Maximo User Licensing and hosting services for \$129,605.35. The additional funds are available in the Reserve Funds.

STAFF RECOMMENDATION:

Staff recommends the Board to approve purchasing Maximo Licensing and Hosting Services from Polaris Solutions and authorizes the General Manager to execute the necessary Budget Amendment documents.

Respectfully Submitted,



Clarence Mansell Jr, General Manager

DG

ATTACHMENT(S):

1. Polaris 7.6 License and Hosting Maximo Proposal - WVWD-Rev2
2. Cohesive License 2019
3. Cohesive Hosting Quote
4. IBM License Quote
5. IBM Hosting Quote

MEETING HISTORY:

10/17/19 Board of Directors TABLED Next: 11/07/19



**Proposal For
Maximo 7.6 Hosted Implementation
With Perpetual Maximo Licenses**

**West Valley
Water District**

**Revision 2
Submitted 09/18/2019**

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Objective

The objective of this document is to outline a proposed packaged solution to meet West Valley Water District's (WVWD) licensing and hosting needs to support their Maximo implementation. The approach lined out in this proposal is to utilize a hosted infrastructure in combination with perpetual software licensing in order to provide a performance-driven, value-based and reliable application platform.

The infrastructure decisions are designed to optimize performance, availability and scalability while minimizing cost. The server configuration described herein is designed to accommodate current WVWD requirements while accommodating growth of user base as well as application and/or integration extensibility.

One-Stop Support and Service

Polaris Solutions will provide Maximo licensing and hosting. We are quoting multiple hosting configurations for your review and selection based on your specific needs and size. There are real benefits to leveraging a single hosting, licensing and L1/L2 support provider:

- One number to call for comprehensive Maximo support and management
 - Infrastructure
 - Application break-fix
 - Enhanced application support
 - Licensing questions/needs

- A business partner working in close proximity to your Maximo integrator to ensure:
 - Performance
 - Scalability
 - Integration or configuration dependencies
 - Supportability
 - Disaster recovery

Scope Requirements and Activities

Polaris Solutions shall provide infrastructure and a stable instance of Maximo 7.6.

Hosted services include: (a) one secure, and confidential production database configuration; (b) user and security group setup; (c) Core Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders; (d) restricted WVWD or delegated access to the Administration, System Configuration, and Integration Maximo® applications; (e) out of the box Maximo® reports and any existing customized BIRT reports; (f) Maximo technical support; (h) application troubleshooting; (i) notification of planned downtime.

Additionally, this service includes one additional Maximo® instance for use in a testing, development, or training environment.

Polaris Solutions shall provide Maximo software per the number of Named Users specified in Appendix C (“Licenses”). WVWD’s use of such software is governed by the applicable IBM license agreement. Upon termination of this agreement, WVWD (or specific purchaser) will continue to own the Licenses. Polaris would provide an export of the Maximo database.

A “Named User” is (a) an individual authorized by WVWD to use the software instance through the assignment of a specific user login, regardless of whether or not the individual is using the software at any given time; and (b) a non-human operated device, if such device can access the Maximo® database. The total number of Named Users Licenses must be equal to or greater than the total number of individuals authorized by WVWD to use Maximo plus the total number of non-human devices that access the Maximo® database.

The licenses proposed in this agreement are perpetual based licenses.

In all options listed herein, the following will be provided:

- Servers will be provisioned and hosted with SoftLayer.
- The server environment will be dedicated to WVWD. This is not a multi-tenancy environment which can dictate significant administration, configuration and/or other technical limitations.
- The application server will be Windows Server 2016 Standard Edition (64bit).
- Polaris can provide the domain name/URL or leverage existing, if desired
- The database platform will be SQL Server 2016 Standard Edition.
- Antivirus will be MacAfee VirusScan Enterprise.
- VPN will be configured as well as SSL connection to Maximo.
- Backups will be configured and provided by Polaris. Backup frequency TBD per WVWD requirements.
- Maximo 7.6.1 will be installed with an empty database ready for configuration and data loading.
- A production environment and a test environment will be created.



1 Hosted Services Pricing

The pricing worksheet reflects pricing for a 2-year (24-month) hosted agreement. Hosting and year 2 licensing renewal support to be invoiced annually upon anniversary date.

2 Maximo Licensing Pricing

The pricing below specifies pricing for 62 total licenses consisting of **5 Authorized Users, 12 Limited Use licenses and 45 Express Licenses (no industry solutions/add-ons included at this time)**. For the purposes of this statement of work, software cost is based upon named user licenses from IBM. This means that a license is required for each login ID.

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Services1	IBM Maximo Asset Management Authorized User License + SW Subscription & Support 12 Months	5	5,720.00	28,600.00
Services1	IBM Maximo Asset Management Limited User License + SW Subscription & Support 12 Months	12	2,643.50	31,722.00
Services1	IBM Maximo Asset Management Express User License + SW Subscription & Support 12 Months	45	986.00	44,370.00
Discount	5% Package and Term Discounting	1	-5,234.60	-5,234.60

Please note: Year 2 cost (as well as all subsequent years) will be based upon a 20% subscription and support (S&S) fee. The client does not rebuy perpetual licenses.

TOTAL

\$99,457.40

The subscription and support pricing covers level 1 and level 2 technical support as well as access to all upgrades, patches and hot fixes with no additional licensing charge.

For example, year 2 cost will be approximately \$20,000. This is 20% of the license cost initially paid by the the client.

3 Hosting Estimate

Option 1: Standard configuration 2 Servers

- Separate Prod and Test servers
- Prod server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Test server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 75 users, medium reporting, low or no integration usage
 - Supports up to 40 users, medium reporting, medium integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$29,800.00
Cost year 1	\$33,800.00
Each year after	\$29,800.00

Option 2: Standard configuration on a single server

- Single server hosts both Prod and Test
- Combined Prod/Test server (4cpu, 32GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 50 users, medium reporting, low integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$16,818.00
Cost year 1	\$20,818.00
Each year after	\$16,818.00

Option 3: Lite configuration on 2 servers

- Separate Prod and Test servers
- Prod server (4cpu, 8GB RAM, disk storage: 100GB primary 400GB secondary)
- Test server (4cpu, 8GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 30 users, medium reporting, medium integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$18,440.00
Cost year 1	\$22,440.00
Each year after	\$18,440.00

Option 4: Lite configuration on a single server

- Single server hosts both Prod and Test.
- Combined Prod/Test server (4cpu, 16GB RAM, disk storage: 100GB primary 400GB secondary)
- Expected performance
 - Supports up to 30 users, medium reporting, low integration usage

Ontime setup fee	\$4,000.00
Annual cost (2-year commitment)	\$15,890.00
Cost year 1	\$19,890.00
Each year after	\$15,890.00



West Valley Water District – Maximo 7.6 Hosting

4 Approval:

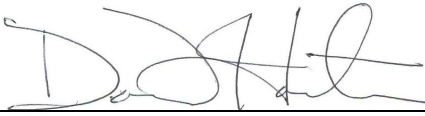
The parties hereto have caused this SOW to be executed by their respective duly authorized representatives as of the Effective Date hereof. All other terms and conditions of the Contract not expressly modified herein remain unchanged and in full force and effect.

Hosting Option Selection: (1) (2) (3) (4)

West Valley Water District:

Polaris Solutions:

By: _____

By:  _____

Name: _____

Name: David Hartman

Title: _____

Title: President

Date: _____

Date: September 17, 2019

Appendix A – Support Services Agreement

Per this agreement, Polaris Solutions, Inc. ("Polaris") will provide remote support and associated services for WVWD ("Client"). Said services will be focused on Client's Maximo® software only ("Software"). Related applications may include BIRT Reports, IBM WebSphere and Maximo®.

1. DESCRIPTION OF SERVICES & DELIVERABLES

This agreement provides support services to clients in the following areas:

- *Technical support (e.g. – remote break-fix support of WVWD's production environment, application server management, web server management, troubleshooting and resolution of reported issues including but not limited to the application, application server and/or the database).*
- *Remote-configuration support (e.g. – Polaris Support Team remotely accesses Client's system to diagnose and fix issues)*

2. SUPPORT PROCESS

Polaris will establish and maintain an agreed-upon process to provide infrastructure and L1 & L2 Maximo support services to Client. Support shall include (i) diagnosis of infrastructure and/or product defects within the Maximo® software and (ii) a resolution of the problem or performance deficiencies of the software. The support process utilized by Polaris is detailed below:

- a. Client reports the problem to the Polaris Support team either by phone or e-mail. A problem report should contain:
 - **User Name / Contact Information**
 - **Problem Severity**
 - **Problem Description: Client should report problem/issue to Polaris Support in a reproducible fashion, including:**
 - Detailed description of the issue
 - Screenshots of any error messages.
 - Screenshots of any screens/functions that are causing issue or require clarification.
 - Steps required to produce/reproduce error
- b. Polaris will address the support issue in accordance with the reported nature and priority (based upon the priority system described herein). As appropriate, Polaris will update the issue within the ticketing system and will provide current and relevant status updates. This Ticket ID will be used to identify the problem until it is resolved. It should also be referenced on all correspondences.
- c. Polaris will provide the Client with a solution in one or more of the following forms, as appropriate:
 - *Detailed issue resolution via phone and followed up with e-mail*
 - *All issue resolution details will be entered in the Support System for detailed tracking purposes.*



3. **SUPPORT MODEL AND SERVICE LEVEL AGREEMENT**

Polaris Solution's support services delivery methodology consists of a comprehensive set of defined processes for providing technology support as follows:

Request by phone

Phone service is available during Polaris Solutions' support standard hours of operation. Incidents reported by phone will be registered by Polaris Solutions Support.

Requests by email

An email service, support@<TBD>, will be available for submission of requests. Email reply is provided during Polaris Solutions' support standard hours of operation. Incidents reported by email will be registered by Polaris Solutions Support.

Polaris's Service Level for Response Time is provided below:

Priority	Definition	Time to Contact and Respond
P1	Production issues resulting in down time, the inability to utilize the system or critical business processes.	2 business hours during Polaris Solutions' standard business hours
P2	Production issues related to non critical aspects or functionality, reports or queries. There may be an alternative solution or work around to conduct work.	8 business hours during Polaris Solutions' standard business hours
P3	Development modifications, non critical support efforts, enhancement requests that are not required for daily operations.	Up to 5 business days during Polaris Solutions' standard business hours

Polaris's Service Level for Resolution Time is provided below:

Priority	Definition	Time to Resolve
P1	Production issues resulting in down time, the inability to utilize the system or critical business processes.	Up to 3 business days during Polaris Solutions' standard business hours
P2	Production issues related to non critical aspects or functionality, reports or queries. There may be an alternative solution or work around to conduct work.	Up to 5 business days during Polaris Solutions' standard business hours
P3	Development modifications, non critical support efforts, enhancement requests that are not required for daily operations.	Software release cycle



- The following event may impact service availability:
 - **Planned maintenance windows** - Change windows required to update and maintain the technical infrastructure and/or software on a periodic basis. Any such windows will be agreed-upon with client in order to ensure the least disruption.

4. OTHER REQUIREMENTS

- During Polaris's non-standard hours, WVWD can submit incidents via the established email account and Polaris will respond during Polaris's standard hours of operation.

5. SCHEDULE

Polaris will begin performing Services on the first business day after execution of this Support Services Agreement.

6. LOCATION

All Services and Deliverables to be performed remotely during Polaris Solutions' standard operating hours.



Quotation

Cohesive Solutions, Inc.
125 TownPark Drive Suite 240
Kennesaw, GA 30144
Phone: 678-233-1280 Cell: 770-378-5402
Email: mlogsdon@cohesivesolutions.com

DATE: 9/17/2019
Proposal #: ML-WVWD-20190917-SW
Customer ID: 9635592

Proposal For:

Quotation valid until: 9/30/2019
Prepared by: Matt Logsdon

West Valley Water District
Attn: Albert Clinger
aclinger@wwvd.org

Table with 5 columns: Item #, Part #, ITEM - DESCRIPTION, QTY, UNIT PRICE, EXTENDED PRICE. Contains 3 rows of software licenses and a total row.

Notes:

- 1. Pricing includes software maintenance from Cohesive Solutions.
2. The terms and conditions of the IBM International Program License Agreement (IPLA) and the License Information (LI) apply.
3. Price quoted does not include any VAT/GST/sales tax.
4. A copy of this quotation shall be attached to any resulting Purchase Order.
5. Net payment of Total Fees is due upon receipt of invoice.
6. This quotation, and the documents referenced herein, constitute the entire agreement between the parties.

ANNUAL HOSTING FEES			
Project Description	Quantity	Unit Price	Extended Price
BYOL Maximo Core Authorized User	5	\$ 993.60	\$ 4,968.00
BYOL Maximo Core Limited User	12	\$ 498.00	\$ 5,976.00
BYOL Maximo Core Express User	45	\$ 187.20	\$ 8,424.00
MaaS Integration Annual Fee	1	\$4,800.00	\$ 4,800.00
MaaS Site-to-Site VPN Annual Fee	1	\$3,600.00	\$ 3,600.00
MaaS LDAP enabled SSO Annual Fee	1	\$1,800.00	\$ 1,800.00
Annual Minimum Gap			\$ 5,432.00
			\$ 35,000.00

ONE TIME SETUP FEE			
Project Description	Quantity	Projetechn MSRP	Projetechn Extended MSRP
MaaS One-Time setup fee	1	\$6,120.00	\$ 6,120.00
One-Time Setup Fee for Integration	1	\$1,800.00	\$ 1,800.00
One-Time Setup Fee for Site-to-Site VPN	1	\$1,800.00	\$ 1,800.00
One-Time Setup Fee for MaaS LDAP enabled SSO	1	\$1,200.00	\$ 1,200.00
			\$ 10,920.00

For the 1st year the annual fee includes one (1) production and two (2) non-production environments. Starting in the 2nd year WVWD will have the option to continue with the 2nd non-production for \$9,000 per year. The annual hosting fee includes up to 10GB of storage for the Maximo database and attachments. Additional space is available in 10GB blocks for \$620 per year. The Maximo database will be MS SQL-Server.

Please let me know if you want a quote for the software as well.

Anything else I can provide at this point?

Many thanks!

Matt

Matt Logsdon

Executive Vice President

E: mlogsdon@cohesivesolutions.com

O: (678) 233-1287 Kennesaw, GA

O: (713)-481-5462 Houston, TX

C: (770) 378-5402

From: Albert Clinger <aclinger@wvwd.org>

Sent: Monday, September 16, 2019 6:04 PM

To: Matt Logsdon <mlogsdon@cohesivesolutions.com>

Subject: RE: Maximo Software

Diana Gunn

From: Albert Clinger
Sent: Tuesday, September 17, 2019 10:29 AM
To: Diana Gunn
Subject: FW: Maximo Software

Importance: High

Albert Clinger
Business Systems Manager
West Valley Water District
855 W Baseline Rd, Rialto CA 92376
909-875-1804 X336

From: Matt Logsdon <mlogsdon@cohesivesolutions.com>
Sent: Tuesday, September 17, 2019 9:48 AM
To: Albert Clinger <aclinger@wvwd.org>
Subject: RE: Maximo Software
Importance: High

Hi Albert,

Following up on our short conversation yesterday please find the attached estimate to host WVWD Maximo licenses.

There are two types of fees. One is the annual hosting fee and the other is a one-time set-up fee (which is non-recurring).

Our annual minimum hosting fee is \$35,000 per year. Based on your configuration we have added the Annual Minimum Gap line to make up the difference.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



IBM Software Quotation

19-Sep-2019

Attn: Diana Gunn
West Valley Water District
855 W BASE LINE RD
RIALTO CA 92376-3103
UNITED STATES

Passport Advantage Express Site Number: 3869075
IBM Customer Number: 9635592

Dear Customer:

Thank you for your inquiry regarding IBM Software.

Any and all prices herein are suggested prices only and are subject to change at IBM's sole discretion. Products listed herein are subject to withdrawal or modification by IBM at any time at IBM's sole discretion. Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

This quotation is valid from 19-Sep-2019 and will expire on 30-Sep-2019.

Your order will be governed by and is subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.

Data Processing Protection - IBM's Data Processing Addendum (DPA) at <http://ibm.com/dpa> and the DPA Exhibit at <https://www.ibm.com/mysupport/s/article/support-privacy> apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Jay F Suwara
Phone Number: 1-617-513-0558
Fax Number:
E-mail Address: jsuwara@us.ibm.com

IBM is offering you an Extended Payment Plan (EPP) for this quote, subject to the terms of the attached EPP Agreement. As an alternative to paying cash up front, you may choose to make three payments. The first payment is deferred for 3 months, with the second and third payments due in months 6 and 9.

If you wish to take advantage of this offer, please sign and return the attached EPP Agreement to IBM with your purchase order. By not signing the EPP Agreement, you are declining the Extended Payment Plan.

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



3.5.d

Quotation Number: 18473196
 IBM Contact: Jay F Suwara
 Phone Number: 1-617-513-0558

Quote Effective Date: 19-Sep-2019
 Quote Expiration Date: 30-Sep-2019

Passport Advantage Express Site Number: 3869075
 IBM Customer Number: 9635592

Customer:
 Attn: Diana Gunn
 West Valley Water District
 855 W BASE LINE RD
 RIALTO CA 92376-3103
 UNITED STATES

Item	Part Number	Quantity		Unit SVP Price	Discounted Price	Extended Amount
IBM Maximo Asset Management Authorized User License + SW Subscription & Support 12 Months 001 D0GYALL 5 6,200.00 4,836.00 24,180.00 19-Sep-2019 - 30-Sep-2020						
IBM Maximo Asset Management Limited Use Authorized User License + SW Subscription & Support 12 Months 002 D0GY8LL 12 3,110.00 2,425.80 29,109.60 19-Sep-2019 - 30-Sep-2020						
IBM Maximo Asset Management Express Use Authorized User Licence + SW Subscription & Support 12 Months 003 D0S8KLL 45 1,160.00 904.80 40,716.00 19-Sep-2019 - 30-Sep-2020						

Useful/Important Web resources:

- Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage
- IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla
- IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



Item	Part Number	Quantity		Unit SVP Price	Discounted Price	Extended Amount
<p>IBM acceptance of the order is subject to credit approval.</p> <p>Applicable tax will be recalculated at the time of order processing.</p> <p style="text-align: right;">Subtotal in USD: 94,005.60 Estimated Tax in USD: 7,285.43 Total in USD: 101,291.03</p> <p>Your order is governed by and subject to the terms of your Passport Advantage Agreement or the Passport Advantage Express Agreement, as applicable, against which this transaction will be placed.</p> <p>Data Processing Protection - IBM's Data Processing Addendum (DPA) at http://ibm.com/dpa and the DPA Exhibit at https://www.ibm.com/mysupport/s/article/support-privacy apply to Client personal data, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); and ii) other data protection laws identified at www.ibm.com/dpa/dpl apply.</p>						

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: ibm.com/software/sla

IBM Software Support web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

3.5.d



IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

WEST VALLEY WATER DISTRICT ("Client") 855 W BASE LINE RD RIALTO CA 92376-3103 UNITED STATES	International Business Machines Corporation ("IBM") PO Box 643600 Pittsburgh, PA 15264-3600
Client Reference No.:	

This IBM Software Extended Payment Plan ("Agreement") provides the terms under which IBM offers Client an installment payment plan for one-time charges on eligible invoices issued under the IBM International Passport Advantage Agreement, IBM Client Relationship Agreement or equivalent agreement (License Agreement). Client must sign and return this Agreement to IBM on or before the Validity Date defined below. This Agreement does not take effect until IBM receives and accepts it. If not accepted by IBM, Client will pay the invoices in accordance with the License Agreement.

TRANSACTION DETAILS AND PAYMENTS

Product Description	Payment Term	Amount Funded (USD)	Periodic Payment (USD)
Passport Advantage Distributed License and/or Subscription Charges	9 Month(s)	94,005.60	3 Payments of 31,633.35
TOTAL		94,005.60	3 Payments of 31,633.35

Payment Period: Quarterly
Validity Date: 09/30/2019

Payment Type: Arrears
Payment Method: Check

GENERAL TERMS AND CONDITIONS

- 1. TERM.** The initial Payment Period shall begin on the first day of the month following the Commencement Date (defined below). The term begins on the Commencement Date and ends on the last day of the month that is the number of Payment Periods listed under the Payment Term for each item from the beginning of the initial Payment Period ("Term"). **The Term is not cancelable and may not be terminated except as stated in this Agreement.**
- 2. COMMENCEMENT DATE.** The Commencement Date shall be the date Client becomes entitled to use the items acquired under the terms of the License Agreement and as listed on the applicable Proof(s) of Entitlement. Client agrees to pay the Periodic Payments and other amounts in accordance with this Agreement.
- 3. PAYMENT.** The Periodic Payments are due and payable on the last day of each consecutive Payment Period during the Term (such date, the "Due Date"). For any Periodic Payment not made by its due date, Client agrees to pay a late charge of 1.5% of the unpaid amount per month subject to the maximum limitations allowed by law. If it is determined that any amounts received from Client in respect of late charges were in excess of the highest rate allowed by applicable law then the excess amount shall be credited to Client's other obligations to IBM or, if all other obligations have been satisfied, refunded to Client. Client's commitment to pay the amounts due under this Agreement are absolute and unconditional and such amounts shall be paid in full when payable notwithstanding any problem with any products or services invoiced and notwithstanding any right it may have, including any right it may have under the License Agreement, to withhold, dispute, or set off any charges due, or to assert any counterclaim of any kind or to adjust or reduce the amount of an invoice. This Agreement is separate from the License Agreement and is separately enforceable.
- 4. CHANGES; NOTICES; COMMUNICATIONS.** Notices and requests from Client are to be submitted to the IBM address specified on Client's periodic invoice. Notices and requests from IBM are to be submitted to Client's address in this Agreement. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. Any reproduction of this Agreement and any related documents made by reliable means is considered an original.
- 5. ASSIGNMENT.** Client may not assign, or transfer Client's obligations, interest, or rights in this Agreement, in whole or in part. IBM shall sell or assign all, or part, of IBM's interest or rights in this Agreement without prior notice to Client. Client agrees not to assert against any such assignee any claim, set-off, defense, recoupment or counterclaim that Client may have against IBM or any other person. Notwithstanding any confidentiality obligations that IBM has to Client, Client agrees that for purposes of any such assignment IBM may disclose the terms of this Agreement and any related documents to any assignee. This Agreement shall be binding upon Client's successors or permitted assigns.



EPP Agreement No: 18473196

GCS Request No.: CR000023FFCD

IBM Software Extended Payment Plan

6. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflict of laws principles. Each party is responsible for complying with: i) laws and regulations applicable to its business and content, and ii) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. Client is responsible for its use of IBM and Non-IBM Products.

7. DEFAULT. It shall be an Event of Default under this Agreement if any of the following shall occur: (i) Client fails to pay in full any amount under this Agreement when due; (ii) Client breaches any obligation or provision under this Agreement; (iii) any guarantee of Client's obligations or other credit enhancement under this Agreement shall cease to be in full force and effect (or is asserted by the provider not to be); (iv) any petition or proceeding is filed by or against Client or any guarantor of Client's obligations under this Agreement ("Guarantor"), under any bankruptcy, insolvency, receivership or similar law, or Client or any Guarantor admits in writing its insolvency or inability to pay its debts as they come due; (v) Client defaults under any other agreement with IBM; (vi) Client or Guarantor or its directors or stockholders takes any action in connection with its dissolution, liquidation or the winding up of its affairs, including, without limitation, ceases doing business, or sells or disposes of all or substantially all its assets; or (vii) any person or entity acquires a majority interest in Client and such person or entity has a credit rating, as determined by IBM, which is lower than Client's credit rating, unless approved by IBM or its assignee, which will not be unreasonably withheld.

8. REMEDIES. If any Event of Default occurs, then IBM may take any or all of the following actions: (i) terminate this Agreement; (ii) require Client to immediately pay, and Client shall pay, all outstanding Periodic Payments and other amounts under this Agreement (including late charges, attorney fees and other expenses) in a lump sum; (iii) terminate the license to the products that are subject to this Agreement; provided that, in the event of an Event of Default described in clause (iv) in the Default paragraph above, this Agreement shall automatically terminate and all outstanding amounts shall automatically become immediately payable without notice.

9. SURVIVAL; ACCOUNTING. Client's obligations under this Agreement, which by their nature would continue beyond the expiration of this Agreement, shall survive the expiration or termination of this Agreement. Neither IBM nor IBM's affiliates and subsidiaries make any representation whatsoever regarding Client's accounting treatment applicable to this Agreement. IBM accounts for receivables under this Agreement as financing receivables for U.S. reporting purposes.

10. GENERAL. This agreement may be signed in counterparts. The terms of this Agreement are the exclusive terms between the parties relating to the subject matter of this Agreement and supersede any prior agreements or discussions relating to the subject matter of this Agreement. Client represents and warrants that (a) Client's name as set forth in the signature block below is Client's exact legal name; and (b) this Agreement has been duly authorized and executed by Client and constitutes Client's legal, valid and binding obligation. **IBM's entire liability for all claims related to this Agreement will not exceed any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) hereunder regardless of the basis of the claim. This limit applies collectively to IBM, its subsidiaries, contractors, and suppliers. IBM will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, revenue, goodwill or anticipated savings.**

Accepted by:

By _____
Authorized Signature

Name (Type or Print):

Title:

Date:

International Business Machines Corporation

By _____
Authorized Signature

Name (Type or Print):

Title:

Date:

International Business Machines Corporation
International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
15264-3600



IBM Quotation

Attn: Diana Gunn
West Valley Water District
855 W BASE LINE RD
RIALTO CA 92376-3103
UNITED STATES

IBM Site Number: 3869075
IBM Customer Number: 9635592

Dear Diana Gunn

Thank you for being an IBM Client. We are delighted to provide this quote for IBM offerings.

Worldwide, companies like yours are increasingly demanding more from their information technology infrastructure, increased flexibility, scalability and agility to meet changing business needs. At the same time, they want reduced cost, rapid deployment and investment recovery.

Over the years, our products, services and solutions capabilities have given our Clients the reliability, availability, security, and manageability to improve operations and achieve efficiency while accommodating growth at reduced cost. These characteristics have been and will remain fundamental to the IBM portfolio.

This quotation is valid from 20-Sep-2019 and will expire on 30-Sep-2019.
We look forward to your order.

If you need assistance with placing your order or wish to discuss your quotation, please contact the IBM Representative noted below.

Yours sincerely,

Jay F Suwara
Phone Number: 1-617-513-0558
Fax Number:
E-mail Address: jsuwara@us.ibm.com



IBM Quotation

Quotation Information

Number: **18473194**
 Effective Date: **20-Sep-2019**
 Expiration Date: **30-Sep-2019**

Customer Information

Attn: **Diana Gunn**
 West Valley Water District
 855 W BASE LINE RD
 RIALTO CA 92376-3103
 UNITED STATES

Sales Representative

IBM Contact: **Jay F Suwara**
 Phone Number: **1-617-513-0558**
 E-mail Address: jsuwara@us.ibm.com

IBM Site Number: **3869075**
 IBM Customer Number: **9635592**

Summary

Software, Appliance, and Subscription and Support Total	0.00
Software as a Service Total	134,235.31
Estimated Tax	0.00
Total	134,235.31 USD

Software as a Service

Subscription Entitlements

IBM Maximo EAM SaaS Flex

IBM Maximo EAM SaaS Flex Service Level Agreement

Subscription Part#: D1C72LL	Committed Term: 36 Months
Billing: Upfront	Committed Term Price Change: Increase 3.000 % every 12 Months
Unit Price: Tiered	Renewal Type: Autorenew for 12 Months
	Renewal Term Price Change: Increase 5.000 % at time of first renewal period and then every 12 Months

Item	Quantity	Month	Subscription Rate	Item Price
1	1	1-36	0.00	0.00
Subtotal				0.00 USD

IBM Maximo EAM SaaS Flex Authorized User Subscription per Month

Subscription Part#: D1UIYLL	Committed Term: 36 Months
Overage Part#: D1UIZLL	Committed Term Price Change: Increase 3.000 % every 12 Months
Billing: Annual	Renewal Type: Autorenew for 12 Months
Unit Price: Tiered	Renewal Term Price Change: Increase 5.000 % at time of first renewal period and then every 12 Months

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
2	5	1-12	11,100.00	11,100.00	222.00

International Business Machines Corporation
 International Business Machines Corporation, PO Box 643600, Pittsburgh, PA
 15264-3600



3	5	13-24	11,433.00	11,433.00	228.66
4	5	25-36	11,775.99	11,775.99	235.52
Subtotal				34,308.99 USD	

IBM Maximo EAM SaaS Flex Limited Use Authorized User Subscription per Month

Subscription Part#: **D1V18LL**
 Overage Part#: **D1V19LL**
 Billing: **Annual**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
5	12	1-12	13,291.20	13,291.20	111.00
6	12	13-24	13,689.94	13,689.94	114.33
7	12	25-36	14,100.63	14,100.63	117.76
Subtotal				41,081.77 USD	

IBM Maximo EAM SaaS Flex Express Use Authorized User Subscription per Month

Subscription Part#: **D1V1ALL**
 Overage Part#: **D1V1BLL**
 Billing: **Annual**
 Unit Price: **Tiered**

Committed Term: **36 Months**
 Committed Term Price Change: **Increase 3.000 % every 12 Months**
 Renewal Type: **Autorenew for 12 Months**
 Renewal Term Price Change: **Increase 5.000 % at time of first renewal period and then every 12 Months**

Item	Quantity	Month	Subscription Rate	Item Price	Overage Rate
8	45	1-12	19,038.00	19,038.00	40.00
9	45	13-24	19,609.14	19,609.14	41.20
10	45	25-36	20,197.41	20,197.41	42.44
Subtotal				58,844.55 USD	

Subscriptions Sub-Total **134,235.31 USD**

Applicable tax will be recalculated at the time of order processing.

IBM acceptance of the order is subject to credit approval.
 Upon placing your order, please supply a Purchase Order or, if not PO driven, a signed Firm Order Letter. The Purchase Order value must cover the applicable charges for a minimum of one year. If the Total Term is less than one year, the Purchase Order value must cover the Total Commit Value.



PAYMENT SCHEDULE PAGE

This is an estimate of payments, final determination of billing dependent on order date.

Month	Setup Products and Services	Subscription	Total
1	0.00	43,429.20	43,429.20
13	0.00	44,732.08	44,732.08
25	0.00	46,074.03	46,074.03
Total in USD	0.00	134,235.31	134,235.31

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600



3.5.e

IBM Terms and Conditions

IBM International Passport Advantage Express Agreement

The quote or order to which this document relates is governed by the terms of the Passport Advantage Express Agreement and its associated attachment(s).

IBM Terms for IBM Cloud Offerings

The referenced Cloud Services are governed by the terms of the IBM International Passport Advantage Express Agreement, its associated attachment(s), and the referenced Transaction Documents. Your order and use of the Cloud Services are your acceptance of the prices and terms referenced in this document, except to the extent superseded by a written amendment or agreement signed by both of us.

Final coverage dates for offerings listed are provided in your Proof of Entitlement.

Transaction Documents

IBM Terms of Use - General Terms for IBM Cloud Offerings at:

<https://www.ibm.com/software/sla/slabd.nsf/sla/tou-gen-terms>

Service Description(s) for ordered Cloud Services:

IBM MAXIMO EAM SAAS FLEX

<https://www.ibm.com/software/sla/slabd.nsf/sla/sd-6391-10>

Please read all terms for each of the above referenced Transaction Document(s) to ensure you are agreeing to the most recent version of the document. If you have any trouble with the link provided, please copy and paste the appropriate URL in your browser's navigation bar.

Billing and Provisioning

At time of acceptance of this quote either by Purchase Order or Firm Order Letter, IBM will begin billing for the SaaS Subscription(s) as indicated above. When IBM is ready to provision the SaaS Subscription(s) in the quote IBM will use information provided by the Client, as well as default technical data to configure the clients SaaS Subscription for access. IBM will notify the Client with details on the provisioning on the date in which the Client can access the SaaS and the term for the SaaS will begin on the date indicated. If provisioning information needs to be updated please refer to the IBM Software as a Service (SaaS) Support Handbook.

Please work with your IBM Sales Representative or your IBM Business Partner to complete the provisioning data at or prior to time of order.

If you have any trouble with the link(s) provided, please copy and paste the appropriate URL in your browser's navigation bar.

Useful/Important Web resources:

Passport Advantage information, customer secure site access, training, etc.: www.ibm.com/software/passportadvantage

IBM's International Program License Agreement and product License Information documents: www.ibm.com/software/sla

IBM Software Support Web site: <https://www.ibm.com/software/support/handbook.html>

IBM Customer Number: 9635592



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

Statement No.: 19-1009

Date: September 2019

Billing Period: September 1, 2019-September 30, 2019

Bill to: West Valley Water District
 855 West Base Line Road
 Rialto, California 92376

PROFESSIONAL SERVICES

Total Fees for September 2019:	\$ 25,398.50
Total Costs for September 2019:	\$ <u>409.07</u>
Total for September 2019:	\$ 25,807.57



**BOARD OF DIRECTORS
STAFF REPORT**

DATE: November 7, 2019
TO: Board of Directors
FROM: Clarence Mansell Jr., General Manager
SUBJECT: DISTRICT CLOSURE FOR THE WEEK OF THE 2019 CHRISTMAS HOLIDAY.

DISCUSSION:

Last year, the Board of Directors approved staff to be off during the holidays for the week of Christmas and return after the New Year. In recognition of the loyal and dedicated service provided by District employees throughout 2019, management staff proposes that employees again be granted the full week off of the Christmas and New Year's holiday (12/23 – 01/01). Essential water treatment, supply and meter reading services will be maintained by the operations staff per the standard operating procedures appropriate for night, weekend and holiday operations. All staff will return to normal work schedules on Thursday, January 2, 2019.

FISCAL IMPACT:

The additional days off do not create any adverse financial impact (additional overtime, etc).

STAFF RECOMMENDATION:

Approval from the Board of Directors for staff to be off on the specified dates (12/23-1/01).

Respectfully Submitted,

A handwritten signature in blue ink that reads "Clarence C. Mansell Jr." The signature is written in a cursive style.

Clarence Mansell Jr, General Manager

PMB:DM