



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

SPECIAL HUMAN RESOURCES COMMITTEE MEETING
AGENDA

Monday, December 8, 2025, 4:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

Director Kelvin Moore, Chair
Director Estevan Bennett

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

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

CALL TO ORDER

PUBLIC PARTICIPATION

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

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

DISCUSSION ITEMS

1. Updates to the Human Resources Committee
2. Professional Services Agreement with Shuster Advisory Group, LLC, for Defined Contribution Plan Consulting and Investment Fiduciary Services **Pg. 5**
3. October 8, 2025 and November 12, 2025 Meeting Minutes **Pg. 27**
4. Update on Employees on FMLA and Medical Leave
5. Update on Liability Claims
6. Update on Workers Compensation Claims
7. Update on Recruitments

ADJOURN

Please Note:

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

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Acting Board Secretary, Paola Lara, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Lara may be contacted by telephone at (909) 875-1804 ext. 702, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on December 4, 2025.

Paola Lara

Paola Lara, Acting Board Secretary

Date Posted: December 4, 2025



STAFF REPORT

DATE: December 8, 2025

TO: Human Resources Committee

FROM: Haydee Sainz, Human Resources & Risk Manager

SUBJECT: Professional Services Agreement with Shuster Advisory Group, LLC, for Defined Contribution Plan Consulting and Investment Fiduciary Services

STRATEGIC GOALS:

Strategic Goal 2 - Be an Exemplary Employer. Strategic Goal 5 – Apply Sound Planning, Innovation, and Best Practices. Strategic Goal 6 – Demonstrate Effective Financial Stewardship. Strategic Goal 7 – Realize Health, Safety, and Regulatory Compliance.

BACKGROUND:

The District provides its employees with deferred compensation plans to encourage and assist with retirement planning. Two providers - Nationwide and Lincoln currently provide 457(b) plan services, and Nationwide also administers the District's 401(a) plan. At no cost to the District, Shuster Advisory Group, LLC issued a Request For Information (RFI) to the plan sponsors and conducted a financial analysis of the two providers.

Because of Shuster's financial understanding of the defined contribution marketplace, they were able to negotiate a significant reduction (93%) in costs to plan participants (employees). Staff is recommending that the District approve a professional services agreement with Shuster for defined contribution plan consulting and investment fiduciary services and consolidating all defined contribution plans into Mission Square.

DISCUSSION:

Under Section 457(b) of the Internal Revenue Code (IRC), government entities may sponsor a deferred compensation plan, while meeting fiduciary responsibilities under California law, to allow employees to defer income tax on retirement savings into future years. Currently, the District is providing employer-sponsored deferred compensation plans under Section 457(b) with two providers: Nationwide, and Lincoln Financial Group. Alongside the 457(b) Plan, the District also offers a separate defined contribution plan under 401(a) of the IRC, which is with Nationwide. These duties and responsibilities focus on ensuring that the operation and investment of the public retirement plan is for the exclusive purpose of providing benefits to participants and beneficiaries. Fiduciary responsibilities include:

- Investing the assets of the plan;
- Administering the plan; and,
- Engaging in a prudent process for making all decisions related to the operation of the plan, including decisions related to the plan's investments and related services.

As the plan sponsor, the District has the right to contract with third-party service providers in fulfilling the District's responsibilities for the plans. The District currently utilizes Nationwide and Lincoln to provide record keeping and administration services for the plans. These record keepers are not fiduciaries to the plans. Due to increased regulatory responsibilities and the complexity of the investment process and associated responsibilities, staff sought to learn more about trends affecting the employer-sponsored retirement plan marketplace and laws governing fiduciary requirements for the operation of the District's sponsored plans. In addition, in an effort to fulfill the District's fiduciary responsibility to provide plans in the best interests of participating employees, the District sought to conduct a review of the District's 457(b), and 401(a), and an RFP for record-keeping services.

Staff learned of Shuster Advisory Group, LLC and the significant value Shuster's consulting and fiduciary services provided to other agencies. Staff met with Shuster to find out more about their process and the results Shuster obtained for other agencies. Shuster provides fiduciary and consulting services to over 110 other Southern California agencies. These agencies utilize Shuster to evaluate their contract terms, plan fees and investments with their current providers. Shuster also conducted RFP processes resulting in client agencies greatly reducing their plan fees and enhancing their investment options.

At no cost to the District, Shuster conducted a review of District's existing plans including a Request for Information ("RFI") to the District's incumbent providers. The RFI included a review of all contract related data, including but not limited to: administrative fees associated with the plans, investment options, asset values, fixed account interest rates, and additional fees that may be charged by the plans. Utilizing the information obtained through the RFI and with staff authorization, Shuster then conducted an RFP from leading record-keepers, including the two incumbents, to determine whether the incumbent plans were competitive and fees assessed were reasonable.

Based on Shuster's analysis, staff determined that economies of scale are not being utilized by having the 457(b) and 401(a) plans with two recordkeepers, and plan participants as a whole would benefit by consolidating the plans with a single recordkeeper, Mission Square. Shuster provided a proposed comprehensive institutional class investment menu for the 457(b) and 401(a) plans that is lower in cost than the current menus and provides a higher blended fixed interest rate to plan participants. By aggregating plan assets and implementing the new investment menu, the District would: 1) reduce plan and investment fees; 2) enhance the investment options; and, 3) provide participants a competitive fixed interest rate. Shuster's services will provide an annual financial benefit to plan participants (net of consultant costs) of approximately \$80,062.

Based on the results of the RFI and RFP processes, staff recommends that the District approve the consolidation of the 457(b), and 401(a) plans to a single record-keeping platform with Mission Square and engage Shuster to provide investment advisory and consulting services. By consolidating the plans with Mission Square, participants will benefit from a 93% reduction in plan record keeping costs, and a 64% reduction in total plan costs, inclusive of the Shuster consultant fee. Shuster would assist the District with consolidating the deferred compensation plans and assist the District in performing its fiduciary responsibilities with respect to applicable IRC and California law. Shuster would also assist the District in educating our employees with the goal of increasing participation and help employees become more retirement ready. Pending the Board of Directors approval of the recommended action, staff and Shuster will begin the product conversion process with a targeted completion of March 2026. Shuster would provide conversion support services, including the review and consultation on plan design and provisions. Shuster and Mission Square would also provide participant communications and education on-site and via web meetings.

FISCAL IMPACT:

There is no direct fiscal impact to the District, as the fee for Shuster's services is \$1,000.00 per month, paid by plan assets.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to:

1. Approve and authorize the General Manager to execute a Professional Services Agreement with Shuster Advisory Group, LLC for defined contribution plan consulting and investment fiduciary services (Attachment 1);
2. Approve the consolidation of the 457(b), and 401(a), record-keeping services to a single provider, Mission Square.
3. Authorize the General Manager to execute the necessary service provider agreements related to the administration of the defined contribution plans; and,
4. Appoint the Human Resources and Risk Manager as the contract administrator for the District's 457(b), and 401(a), defined contribution plans.

Attachments

[Shuster agreement 2025 final BBK.pdf](#)

**AGREEMENT BETWEEN WEST VALLEY WATER DISTRICT AND
SHUSTER ADVISORY GROUP, LLC
FOR CONSULTING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between West Valley Water District ("District") and Shuster Advisory Group, LLC ("Consultant"), a California limited liability company. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. District is desirous of obtaining services necessary to perform fiduciary and non-fiduciary services for the District's governmental 457(b) deferred compensation plan and governmental 401(a) defined contribution retirement plan as specified in APPENDIX B.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. District has determined that the public interest, convenience and necessity require the execution of this Agreement.
- D. District has reviewed and agrees to statements 1-20 made in the attached APPENDIX A.

2. Services.

- A. The services to be performed by Consultant shall consist of the following ("Services") as specified in APPENDIX B.
- B. The Services shall be performed in accordance with the schedule set forth in APPENDIX B. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, earthquake, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by District to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If District determines that additional services are required to be provided by Consultant in addition to services set forth above, District shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by District in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No

compensation shall be paid to Consultant for Additional Services which are not specifically approved by District in writing.

4. Consultant's Proposal. This Agreement shall include Consultant's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement shall govern.
5. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the performance of the services required of it by this District, in its sole discretion may extend the time for performance of any service.
6. Compensation. Compensation for the services shall be billed as set forth in attached APPENDIX C hereto. Compensation is inclusive of all costs that maybe incurred by Consultant in performance of the services, including but not limited to such items as travel, copies, delivery charges, phone, charges and facsimile charges.
7. Term of Agreement/Termination.
 - A. This Agreement shall be effective as of the date of November 1, 2025, by the District and shall remain in effect until all Services are completed or until terminated as provided for herein.
 - B. District may terminate this Agreement without cause by providing written notice to Consultant not less than 60 days prior to an effective termination date. The District's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.
 - C. Consultant may terminate this Agreement at any time with written notice at least 30 days before the effective termination date.
 - D. Upon receipt of a termination notice, Consultant: shall (1) promptly discontinue all services, unless the notice directs otherwise; and (2) upon request and within ten (10) business days, deliver to District copies of all files data reports, estimates, summaries and such other information and materials as may have been accumulated or prepared to date by consultant in electronic format. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.
8. Invoices and Payments.
 - A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and

be submitted on an official letterhead or invoice with Consultants' name address, and telephone number referenced. The invoice may be submitted by Consultant to the retirement plan record keeper if payment is being made directly from the plans to Consultant by the record keeper.

9. Records/Audit.

- A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentations for a minimum of six (6) years from the completion date of the Services under this agreement the following records:
 - 1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;
 - 2. Records which establish that Consultant and any sub-consultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.
 - 3. Any additional records deemed necessary by District to assume verification of full compliance with this Agreement.
- B. District shall have the right to audit Consultant's invoices and all supporting documentation with 72 business hours notification for purposes of compliance with this Agreement for a period of three years following the completion of Service under this Agreement.
- C. Upon reasonable notice from District or any other government agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, District and shall permit access to its books, and records and accounts as may be necessary to conduct such audits.

10. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this agreement or subcontract any services to be performed without amending this Agreement. This agreement shall be binding upon the heir, executors, administrators, successors, and assigns of the parties hereto.

11. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm or sub-consultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

12. Key Personnel. District has relied upon the professional training and ability of Consultant to perform the series hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement, desires the removal of any person or persona assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from District.
13. Use of Materials.
 - A. DISTRICT shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of District while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to District any property of District in its possession and any calculation, notes, report, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.
 - B. District may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which District deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revision, changes, or corrections made by District or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.
14. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold District harmless against all claims raised against District based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for District, or that District has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.
15. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed works made for hire for District by Consultant and shall be the joint property of District and Consultant. Consultant shall provide District with copies of these items upon demand, and in any event, upon termination of this Agreement. Consultant will retain all items necessary to maintain compliance with all applicable Federal and State record retention requirements.
16. Legal Requirements.
 - A. Consultant shall secure and maintain all licenses or permits required by law, including an District business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

- B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.
 - C. Consultant covenants that there shall be no discrimination based upon, race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.
17. Conflict of Interest and Reporting.
- A. Consultants shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the District's Conflict of Interest reporting requirements. Consultant understands that it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the District, or to an officeholder, until the completion of service to be performed under this Agreement.
 - B. Consultant and its representatives shall refrain from lobbying District officials, employees and representatives for the duration of this Agreement.
18. Guarantee and Warranty. Consultant warrants to District that the material, analysis, data, programs and Services to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of District's other rights or remedies; District may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.
19. Insurance.
- A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained District approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to the District before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.
 - B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-:VII, unless otherwise approved by District.

- C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:
1. Commercial General Liability Insurance — a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85 with no special limitations affecting District. The limit for coverage under this policy shall be no less than one million dollars (\$2,000,000.00) per occurrence.
 2. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:
 - a. The District, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.
 - b. The insurer shall agree to provide District with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.
 - c. For any claims with respect to the Services covered by this Agreement, Consultant's Insurance coverage shall be primary insurance as respects the District, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the District, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 3. Worker's Compensation and Employer's Liability Insurance — a policy which means all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to District.
 4. Professional Errors & Omissions — a policy with minimum limits of one million dollars (\$2,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, return requested, is mailed to District.

- D. Additional Requirement. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against District for payment of premiums or other amounts with respect thereto. District shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with District incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.
- E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by District. Any deductible exceeding an amount acceptable to District shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to District, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.
- F. Verification of Compliance. Consultant shall furnish District with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to District a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to District. Consultant shall provide full copies of any requested policies to District within three (3) days of any such request by District.
- G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, District may immediately obtain such coverage at Consultant's expense and/or terminate the Agreement.

20. Indemnity.

- A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.
- B. Consultant shall defend, indemnify, and hold harmless the District, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to an property arising out of its

breach of this Agreement, or any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnification shall not apply if the claim arises out of the sole negligence or willful misconduct of District, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of District shall be personally liable for any default or liability under the Agreement.

21. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of District.

22. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

DISTRICT CONTACT INFORMATION:

WEST VALLEY WATER DISTRICT

ATTN: XXXX

855 WEST BASE LINE ROAD

RIALTO, CA 92376

TELEPHONE: 909-875-1804

FAX: 909-875-1849

EMAIL: XXXX

CONSULTANT:

SHUSTER ADVISORY GROUP, LLC

ATTN: MARK SHUSTER

155 N. LAKE AVE., SUITE 950

PASADENA, CA 91101

TELEPHONE: 626-578-0816

FAX: 626-792-7567

EMAIL: mshuster@sfgRPC.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

23. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

24. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Indian Wells, California.
25. Arbitration.
- A. If a dispute arises in connection with any matter under this Agreement, then the parties shall submit such dispute to arbitration as set forth below, provided that the party requesting arbitration delivers written notice to the other affected parties invoking arbitration.
- B. Arbitration shall be conducted in Rialto, California, before and in accordance with the rules of the American Arbitration Association, then in place. Notwithstanding anything contained in the foregoing sentence, the parties agree that the provisions of California Code of Civil Procedure Section 1283.05, Depositions for Discovery or any successor and/or amendatory statute thereto, are incorporated into, made a part of and made applicable to this Arbitration provision as though fully set forth herein, provided, however, that the period for discovery pursuant to this provision shall expire on the date which is 30 days from the date of the delivery of notice of request for arbitration; it being understood that any discovery commenced by notice within such 30-day period shall be completed diligently by the noticed party. In the event that the American Arbitration Association shall not then be in existence, the party desiring arbitration shall appoint a disinterested person as arbitrator on its behalf and give notice thereof to the other party who shall, within 10 days thereafter, appoint a second disinterested person as arbitrator on its behalf and give written notice thereof to the first party. The arbitrators thus appointed shall appoint a third disinterested person, and such three arbitrators shall, as promptly as possible, determine the matter which is the subject of the arbitration. The decision of the majority of the arbitrators shall be conclusive and binding on all parties and shall be rendered on or before the date which is 60 days from the date of the delivery of notice of dispute and request for arbitration pursuant to this provision, it being understood that time is of the essence; however, if the arbitrators have failed to render their decision within the time required in connection with an alleged default or dispute under this Agreement, the party or parties which were not a cause of such delay may pursue all other rights and remedies which it or they may have under this Agreement. If a party who shall have the right pursuant to the foregoing to appoint an arbitrator fails or neglects to do so, then, and in such event, the other party (or if the two arbitrators appointed by the parties shall fail within five days after the appointment of the second arbitrator to appoint a third arbitrator, then either party) may apply to any court of competent jurisdiction to appoint such arbitrator. The prevailing party shall be entitled to reasonable attorney's fees, costs and expenses of the arbitration as determined by the arbitrators. The parties to the arbitration agree to sign all documents and to do all other things necessary to submit any such matter

for arbitration, and further agree to, and hereby do, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration once the matter has been submitted, and to abide by the decision rendered thereunder. The arbitrators shall not have any power to modify or amend any of the terms of this Agreement.

- C. The decisions of the arbitrators shall be final and binding upon the parties in any later action or proceeding concerning the existence of a default being arbitrated.
26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.
27. Entire Agreement.
- A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.
- B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.
28. Joint Drafting. Both parties have participated in the drafting of this Agreement.
29. Public Record. This Agreement is public record of the District.
- a
30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
31. Attorney's Fee. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

[Signatures on following page]

IN WITNESS WHERE OF, the parties have hereunto affixed their names as of the day and year written below.

DISTRICT

By _____
Name, Title

Date _____

CONSULTANT:
Shuster Advisory Group, LLC

By
Mark Shuster, Managing Member

Date _____

APPROVED AS TO FORM BY DISTRICT ATTORNEY:

APPENDIX A - CONSULTING & FIDUCIARY ACKNOWLEDGEMENTS

District acknowledges the following:

1. The District, as the responsible plan fiduciary for the District's 457(b) and 401(a) Plans (herein referred to as the "Plans"), has the authority to designate investment alternatives under the Plan and the related trust(s), and to enter into an Agreement with third parties to assist in these and related duties.
2. District acknowledges that Consultant has no responsibility to provide any services related to the following types of assets: employer securities; real estate (except for real estate funds and publicly traded REITs); stock brokerage accounts or mutual fund windows; in-plan retirement income annuity products; participant loans; non-publicly traded partnership interests; other non-publicly traded securities (other than collective trusts and similar vehicles); or other hard-to-value securities or assets. Such assets (except for real estate funds, publicly traded REITs, and collective trusts and similar vehicles) shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to Consultant pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").
3. In performing its Fiduciary Services, Consultant is acting as a fiduciary of the Plans and as a registered investment adviser under the Investment Adviser's Act of 1940.
4. In performing the Non-Fiduciary Services, Consultant is not acting as a fiduciary of the Plans.
5. In performing both Non-Fiduciary Services and Fiduciary Services, Consultant does not act as, nor has Consultant agreed to assume the duties of, a trustee or a Plan Administrator, and Consultant has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plans, or to take any other action with respect to the management, administration or any other aspect of the Plans except the Fiduciary Services described in Appendix B.
6. Consultant will perform the Fiduciary Services described in Appendix B to the Plans in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B) or comparable state law.
7. Consultant will perform the Non-Fiduciary Services described in Appendix B using reasonable business judgment and shall not be liable for any liabilities and claims arising thereunder, unless directly arising from Adviser's intentional misconduct or gross negligence.
8. Consultant does not provide legal or tax advice.

9. Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, Consultant does not and cannot guarantee financial results.
10. Consultant may, by reason of performing services for other clients, from time to time acquire confidential information. The District acknowledges and agrees that Consultant is unable to divulge to the District or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.
11. Consultant is entitled to rely upon all information provided to Consultant (whether financial or otherwise) from reputable third parties or by the District, the District's representatives or third-party service providers to the District, the Plan or the Consultant, without independent verification. The District agrees to promptly notify Consultant in writing of any material change in the financial and other information provided to Consultant and to promptly provide any such additional information as may be reasonably requested by Consultant.
12. Consultant will not be responsible for voting (or recommending how to vote) proxies of any publicly traded securities (including mutual fund shares) held by the Plan (or its trust). Responsibility for voting proxies of investments held by the Plans or the plan trusts remain with the District (or, if applicable, the Plan participants).
13. The District understands that Consultant (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.
14. The person signing the Agreement on behalf of the District has all necessary authority to do so.
15. The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of District represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by Consultant.
16. The Plan and related Trust permit payment of fees out of Plan assets. District has determined that the fees charged by Consultant are reasonable and are the obligation of the Plan; however, if the District desires, it may pay the fees directly, rather than with Plan assets.
17. Consultant is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.
18. The person signing this agreement on behalf Consultant has the power and authority to enter into and perform this Agreement.

19. Consultant agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;
- Consultant is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;
- Consultant is not responsible for the actions by or the failure to act by District, by other service providers, or by Plan participants to protect Data;
- Consultant shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of Consultant.
20. District acknowledges receipt and undertakes to review and consider the disclosures made by Consultant (including in this Agreement, the Form ADV Part 2 and Consultant Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.
- Further, the District consents to electronic delivery (via email or other generally accepted method) of current and future distributions of Consultant 's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to Consultant.

APPENDIX B - CONSULTANT SERVICES

Consultant will perform the following fiduciary and non-fiduciary services:

1. **Audit Services (Non-fiduciary)**
 - a) Incumbent vendor contract review
 - b) Incumbent vendor fee review
 - c) Incumbent vendor qualitative and quantitative investment analysis
 - d) Present audit results to District with observations and recommendations
2. **Request for Proposal (RFP) Services (Non-fiduciary)**
 - a) Conduct RFP on behalf of District
 - b) Negotiate contract terms and fees on behalf of District
 - c) Present RFP results to District
 - d) Obtain follow-up information requested by District from competitive bidders
 - e) Coordinate finalist meetings on behalf of District (if requested by District)
 - f) Notify bidders of District's vendor decision
3. **Plan Conversion Services**
 - a) Coordinate conversion activities with District, Consultant and vendor (non-fiduciary)
 - b) Attend conversion conference calls with District and vendor (non-fiduciary)
 - c) Review draft vendor services, investment and fee agreements to ensure they match final proposal from vendor (non-fiduciary)
 - d) Act as liaison between District, District Attorney and vendor supporting contract reviews (non-fiduciary)
 - e) Plan design consultation (non-fiduciary)
 - f) Review vendor participant communications and provide suggested edits (non-fiduciary)
 - g) Develop custom participant communications and presentations (non-fiduciary)
 - h) Coordinate and attend participant education meetings (non-fiduciary)
 - i) Draft a proposed investment policy statement (IPS) for review and approval by the District. The IPS establishes the investment policies and objectives for the Plan and shall set forth the asset classes and investment categories to be offered under the Plan, as well as the criteria and standards for selecting, retaining and removing investments. The District shall have the fiduciary responsibility and authority to establish such policies and objectives and to adopt the investment policy statement (fiduciary) and all amendments thereto.
 - j) Consistent with the Investment Policy Statement, select the investment options within the Plan(s) as of the effective date of the Agreement (fiduciary)
4. **Post-Conversion/Ongoing Services**

- a) Prepare periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS and be responsible for making additions/deletions thereto. Reports will include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index (fiduciary)
- b) Meet with District on a periodic basis to discuss reports and changes (fiduciary)
- c) Select a default investment for participants who fail to make an investment election (fiduciary)
- d) Annually review the IPS with District to ensure it continues to meet the District's needs (fiduciary)
- e) Coordinate the Investment review meetings, record meeting minutes and provide minutes to attendees (fiduciary)
- f) Assist in the education of the participants in the Plan about general investing principles and the investment alternatives (non-fiduciary)
- g) Distribute plan level newsletters (non-fiduciary).
- h) Plan design consulting as needed (non-fiduciary)
- i) Provide vendor management/issue resolution to the District (non-fiduciary)
- j) Provide the District with custom communications when needed (non-fiduciary)
- k) Assist the District with its communications with record-keepers and/or other plan providers (non-fiduciary)
- l) Provide the District with compliance updates and best practices (non-fiduciary)
- m) Provide initial RFP services and plan fee negotiations on behalf of the District (non-fiduciary)

APPENDIX C - FEE SCHEDULE

1. All fees are billed in arrears.
2. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
3. If this Agreement is terminated prior to the end of a billing period, Consultant shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
4. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
5. The fee for service shall be as follows:
 - a) Beginning with the Effective Date of this Agreement and continuing until the earlier of the date the plans are converted to a new record-keeper and assets from the prior record-keeper are transferred, the date the plans are converted to a new record-keeper and the first payroll deferral is processed by the new record-keeper, or the date it is decided to remain with the incumbent record-keeper and new pricing is implemented, if applicable, (hereafter known as the "Conversion Date") the fee for service shall be \$1,000.00 per month. Fees will accrue and be paid from Plan assets to Consultant by the record keeper upon the Conversion Date.
 - b) After the "Conversion Date", the fee for service shall be \$1,000.00 per month. Fees will be deducted from Plan assets and will be paid to Consultant by the record-keeper.

At Consultant's discretion the billing period may be adjusted to quarterly or annually.

MINUTES
HUMAN RESOURCES COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
October 8, 2025

I. CALL TO ORDER

Chair Moore called the meeting to order at 6:02 p.m.

Attendee Name	Present	Absent	Late	Arrived
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Moore inquired if anyone from the public would like to speak. No requests were received therefore; Chair Moore closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Human Resources Committee.

Human Resources and Risk Manager Sainz reported that the union requested an extension to review the Personnel Policies and Procedures. HR has provided an extension through October 24, 2025 and staff anticipates bringing the item to the Board for review and approval in November.

The Committee was advised about Open enrollment which is open October 1 – 26 and indicated any changes made will become effective January 1, 2026. The Board Secretary will schedule meetings with HR to allow Board member to complete the process.

2. September 10, 2025, Meeting Minutes.

The committee approved as presented.

3. Update on Employees on FMLA and Medical Leave.

Human Resources and Risk Manager Sainz provided the update.

4. Update on Liability Claims.

Human Resources and Risk Manager Sainz provided the update.

5. Update on Workers Compensation Claims.

Human Resources and Risk Manager Sainz provided the update.

6. Update on Recruitments.

Human Resources & Risk Manager Sainz reported that the Project Manager will start October 27, 2025. Chief Water Operator – Production hiring manager is continuing to assess the structure of the Division and will make a recommendation to consolidate the two divisions and phase in the requirements of the job. The Support Services Supervisor has been selected and is scheduled to start October 27, 2025. Customer Service Representative III hiring manager is assessing the need for the position.

IV. ADJOURN

Chair Kelvin Moore adjourned the meeting at 6:27 p.m.

ATTEST:

Paola Lara, Acting Board Secretary

Minutes were approved on _____ by the Human Resources Committee of the West Valley Water District.

MINUTES
HUMAN RESOURCES COMMITTEE MEETING
of the
WEST VALLEY WATER DISTRICT
November 12, 2025

I. CALL TO ORDER

Chair Moore called the meeting to order at 6:00 p.m.

Attendee Name	Present	Absent	Late	Arrived
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

II. PUBLIC PARTICIPATION

Chair Moore inquired if anyone from the public would like to speak. No requests were received therefore; Chair Moore closed the public comment period.

III. DISCUSSION ITEMS

1. Updates to the Human Resources Committee.

Human Resources and Risk Manager Sainz reported that the HR Policies and Procedures will be presented to the Board for approval and adoption in December 2025, once a final review by legal is completed.

The Committee was advised about the status of the EPLI insurance request for coverage to ACWA JPIA. The request is still under review and once action is taken by ACWA the committee will be advised on the next steps.

2. Update on Employees on FMLA and Medical Leave.

Human Resources and Risk Manager Sainz provided the update.

3. Update on Liability Claims.

Human Resources and Risk Manager Sainz provided the update.

4. Update on Workers Compensation Claims.

Human Resources and Risk Manager Sainz provided the update.

5. Update on Recruitments.

Human Resources & Risk Manager Sainz reported that the Chief Water Operator – Production hiring manager is continuing to assess the structure of the Division and will make a recommendation to consolidate the two divisions and phase in the requirements of the job. The hiring manager for Customer Service Representative III is assessing the need for the position. Accountant hiring manager is also evaluating the position. Field Assistant 1000 interviews are scheduled for December 3, 2025. Public Outreach and Government Affairs Intern applications are being reviewed, and interviews will be scheduled.

6. Proposed New Position:

Human Resources & Risk Manager Sainz reported that the Engineering Department is requesting a GIS Technician, noting that the District's investment in GIS tools and software is not being fully leveraged due to staffing limitations. Their recommendation aligns with the District's strategic goals and supports the expansion of GIS capabilities to improve efficiency, compliance, and long-term planning. Staff prepared the GIS Technician job description, which reflects the current requirements, duties, and responsibilities of the position along with designating the proposed annual salary range.

The Committee approved moving the item forward for Board review and approval.

IV. ADJOURN

Chair Kelvin Moore adjourned the meeting at 6:22 p.m.

ATTEST:

Paola Lara, Acting Board Secretary

Minutes were approved on _____ by the Human Resources Committee of the West Valley Water District.