



Yucaipa Valley Water District

Notice and Agenda of a Board Workshop

Tuesday, September 11, 2018 at 4:00 p.m.

MEETING LOCATION: District Administration Building
12770 Second Street, Yucaipa

MEMBERS OF THE BOARD: Director Chris Mann, Division 1
Director Bruce Granlund, Division 2
Director Jay Bogh, Division 3
Director Lonni Granlund, Division 4
Director Tom Shalhoub, Division 5

- I. **Call to Order**
 - II. **Public Comments** At this time, members of the public may address the Board of Directors on matters within its jurisdiction; however, no action or significant discussion may take place on any item not on the meeting agenda.
 - III. **Staff Report**
 - IV. **Operational Updates**
 - A. Status Report on the Sewer Bridge Erosion Repair Project [[Workshop Memorandum No. 18-220 - Page 5 of 119](#)]
 - V. **Development Related Items**
 - A. Overview of Proposed Development Agreement No. 2018-12 for Tract 15195 - Wayne Simmons [[Workshop Memorandum No. 18-221 - Page 9 of 119](#)]
 - B. Overview of a Proposed Development Agreement No. 2018-14 for Tentative Map No. 18174 – Inland Development Company [[Workshop Memorandum No. 18-222 - Page 25 of 119](#)]
 - VI. **Administrative Items**
 - A. Review of the Unaudited Financial Report for the Period Ending on August 31, 2018 [[Workshop Memorandum No. 18-223 - Page 43 of 119](#)]
 - B. Overview of New Asset Management System for Yucaipa Valley Water District [[Workshop Memorandum No. 18-224 - Page 69 of 119](#)]
 - C. Overview of a Request for Proposals for 2019 Public Relations and Outreach Services [[Workshop Memorandum No. 18-225 - Page 91 of 119](#)]
 - VII. **Director Comments**
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Any person who requires accommodation to participate in this meeting should contact the District office at (909) 797-5117, at least 48 hours prior to the meeting to request a disability-related modification or accommodation.

Materials that are provided to the Board of Directors after the meeting packet is compiled and distributed will be made available for public review during normal business hours at the District office located at 12770 Second Street, Yucaipa. Meeting materials are also available on the District's website at www.yvwd.dst.ca.us

VIII. Announcements

- A. September 18, 2018 at 6:00 p.m. - Regular Board Meeting
- B. September 25, 2018 at 4:00 p.m. - Board Workshop
- C. October 2, 2018 at 6:00 p.m. - Regular Board Meeting
- D. October 9, 2018 at 4:00 p.m. - Board Workshop
- E. October 16, 2018 at 6:00 p.m. - Regular Board Meeting
- F. October 30, 2018 at 4:00 p.m. - Board Workshop
- G. November 6, 2018 at 6:00 p.m. - Regular Board Meeting
- H. November 13, 2018 at 4:00 p.m. - Board Workshop
- I. November 20, 2018 at 6:00 p.m. - Regular Board Meeting
- J. November 27, 2018 at 4:00 p.m. - Board Workshop
- K. December 4, 2018 at 6:00 p.m. - Regular Board Meeting
- L. December 11, 2018 at 4:00 p.m. - Board Workshop
- M. December 18, 2018 at 6:00 p.m. - Regular Board Meeting
- N. ~~December 25, 2018 at 4:00 p.m. - Board Workshop~~ Canceled
- O. ~~January 1, 2019 at 6:00 p.m. - Regular Board Meeting~~ Canceled
- P. January 8, 2019 at 4:00 p.m. - Board Workshop
- Q. January 15, 2019 at 6:00 p.m. - Regular Board Meeting
- R. January 29, 2019 at 4:00 p.m. - Board Workshop

IX. Closed Session

- A. Conference with Real Property Negotiator(s) - Government Code 54956.8
Property: Assessor's Parcel Numbers: 413-380-001 - 009, and 013
Agency Negotiator: Joseph Zoba, General Manager
Negotiating Parties: Johnson Brothers Partnership
Under Negotiation: Terms of Payment and Price
- B. Conference with Legal Counsel--Existing Litigation - Government Code 54956.9(d)
YVWD vs Hillcrest Mobile Home Park
San Bernardino Superior Court Case No. CIVDS 1808441

X. Adjournment

Staff Report



Yucaipa Valley Water District

Operational Updates



Yucaipa Valley Water District



Date: September 11, 2018

Prepared By: Matthew Porras, Implementation Manager

Subject: Status Report on the Sewer Bridge Erosion Repair Project

In 2016 the District performed emergency repairs to protect the existing sewer pipeline bridge which extends across Yucaipa Creek. The repairs included installing steel columns, rock gabions and rip-rap. The sewer support structure performed as intended and the sewer transmission pipeline remained intact and stable; however, due to the large volumes and velocity of flows from the January 2017 storm event, the soils eroded in and around the gabions. A portion of the gabions were slightly undermined. Extension of additional linear feet of gabions are necessary to prevent further erosion around the sewer support structure.

The amount of repair work at its current state is relatively small, at 65 linear feet of 3'x3' Gabions and 230 square feet of grouted rip-rap. The plan is to make the repairs now and maintain the erosion control structures before the condition degrades further.

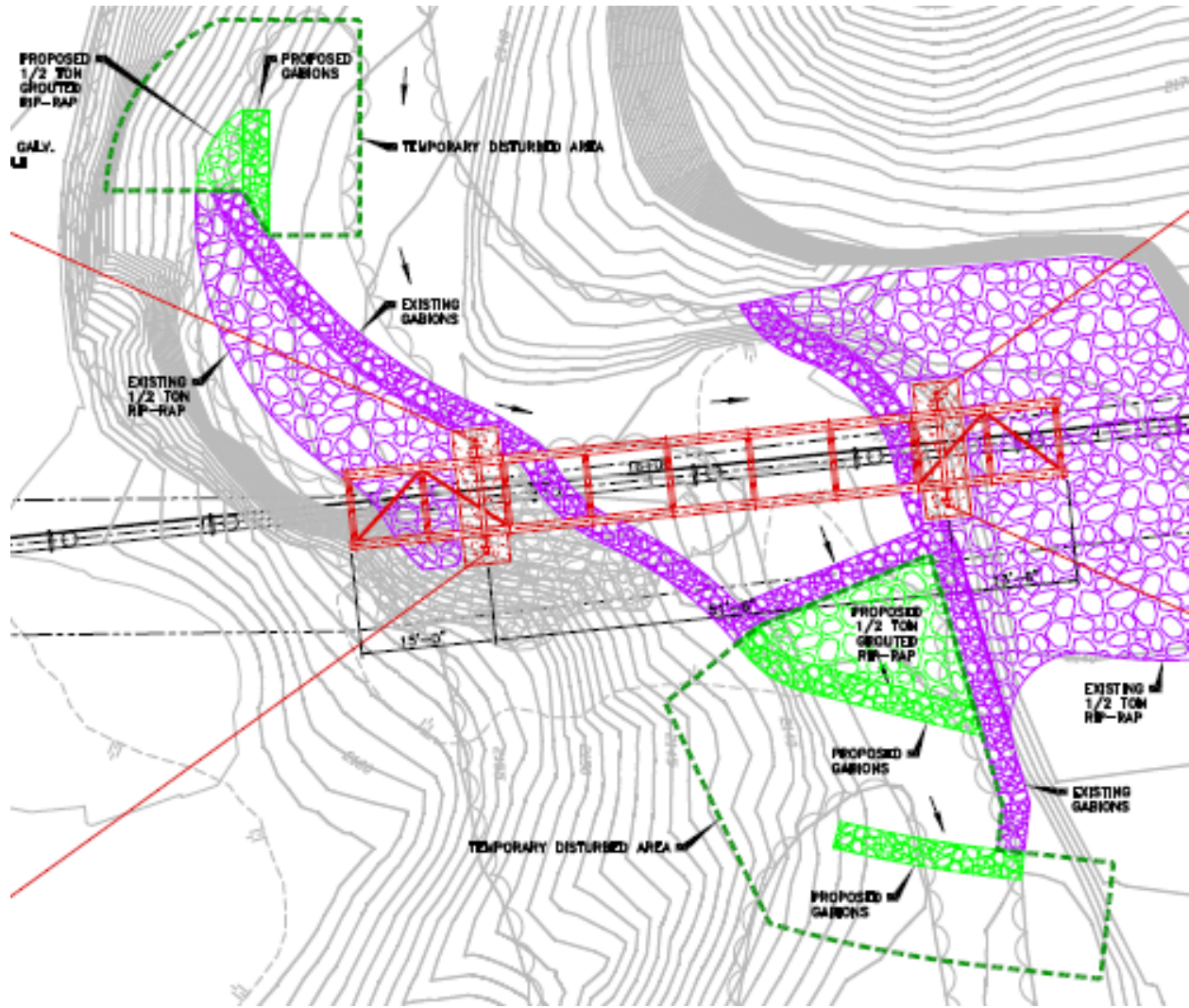
The required permits have been obtained and the necessary mitigation measures have been secured. [DM 18-048] The repair effort will be performed by Rock Structures Construction Company with an estimated cost of \$27,500.

The purpose of this item is informational and future updates will be provided.





Repair Plan and Design [New work is shown in light green]



Development Projects



Yucaipa Valley Water District

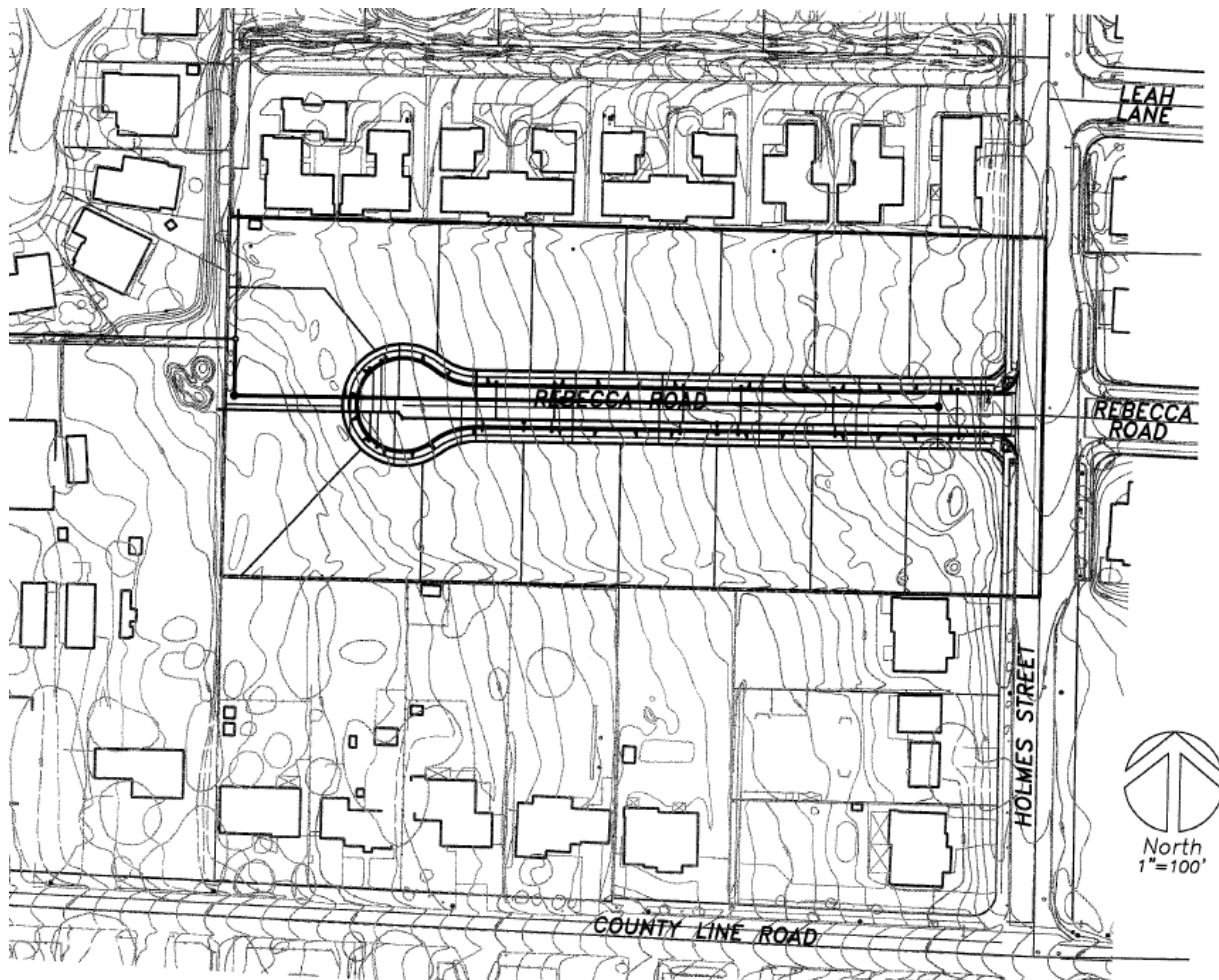


Date: September 11, 2018

From: Joseph Zoba, General Manager

Subject: Overview of a Proposed Development Agreement for Tract 15195 - Wayne Simmons

The District staff is in the process of finalizing a development agreement for sewer service to sixteen lots as Tract No. 15195 in the City of Yucaipa. Drinking water service to this project will be provided by South Mesa Mutual Water Company.



A copy of the draft development agreement is attached for your review.

**AGREEMENT TO PROVIDE SEWER SERVICE TO TRACT NUMBER
 15195 (16 LOTS) IN THE CITY OF YUCAIPA, COUNTY OF SAN
 BERNARDINO**

This Agreement is made and effective this _ day of September 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and _____ ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-092	#65-196

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	Wayne Simmons _____ Attention: Wayne Simmons Telephone: _____

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Tract Number and Lot Numbers	City / County
Tract No. 15195 - Lots 1 to 16	Yucaipa / San Bernardino

RECITALS

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 16 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

WHEREAS, the Developer desires to obtain sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit B attached hereto; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

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

- A. Project Overview.** The proposed Project consists of sixteen (16) lots within Tract No. 15195. The Project is located in Yucaipa, California. The Project will receive sewer service from the District.
- B. Special Conditions.** In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.
1. Project Specific Drinking Water Conditions: The Project will receive drinking water service from the South Mesa Mutual Water Company. The Developer will provide approved plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.
 2. Project Specific Recycled Water Conditions: The Project will not receive recycled water service from Yucaipa Valley Water District or South Mesa Mutual Water Company.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.
 3. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.
 - a. The abandonment and/or relocation of existing sewer infrastructure may be required due to the proposed project design. Existing infrastructure will need to be protected with minimal interruption of service during construction of this project and revised easement widths may be required.
 - b. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
 - c. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.
 4. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved

plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications, and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.

5. Project Specific Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The District will not provide sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
 - b. Project phases will be coordinated and approved in writing by the District staff.
 - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to receiving occupancy.
 - d. Facilities located in easements shall be protected pursuant to District requirements.
6. Rates, Fees and Charges.
 - a. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
 - b. The Developer shall pay the sustainability fees based on the rates, fees, and charges in effect by the San Bernardino Valley Municipal Water District for seven acre-feet (7 acre-feet) of imported water prior to the issuance of building permits.
7. Project Related Invoices. Pursuant to Exhibit B - Design and Construction Requirements, Section O, the Developer agrees to deposit funds in the amount of \$10,000 with the District within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance of \$3,000 in the Project Cash Account.
8. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.

9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
10. Annexation. This Project is located within the service area of the District, so an annexation is not required.
11. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
12. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
13. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
14. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon receiving written notice that Western Pacific Housing did not purchase of the Property as identified on page 1;
 - b. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
 - c. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep, or observe any of the terms, conditions or covenants set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Jay Bogh, Board President

DEVELOPER

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Attachments	Status
Exhibit A - Proposed Development Concept	Included
Exhibit B - General Construction Conditions	Included
Exhibit C - Transfer of Overlying Water Rights	Not Included

Exhibit A - Proposed Development Concept

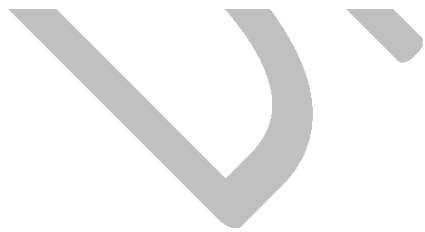
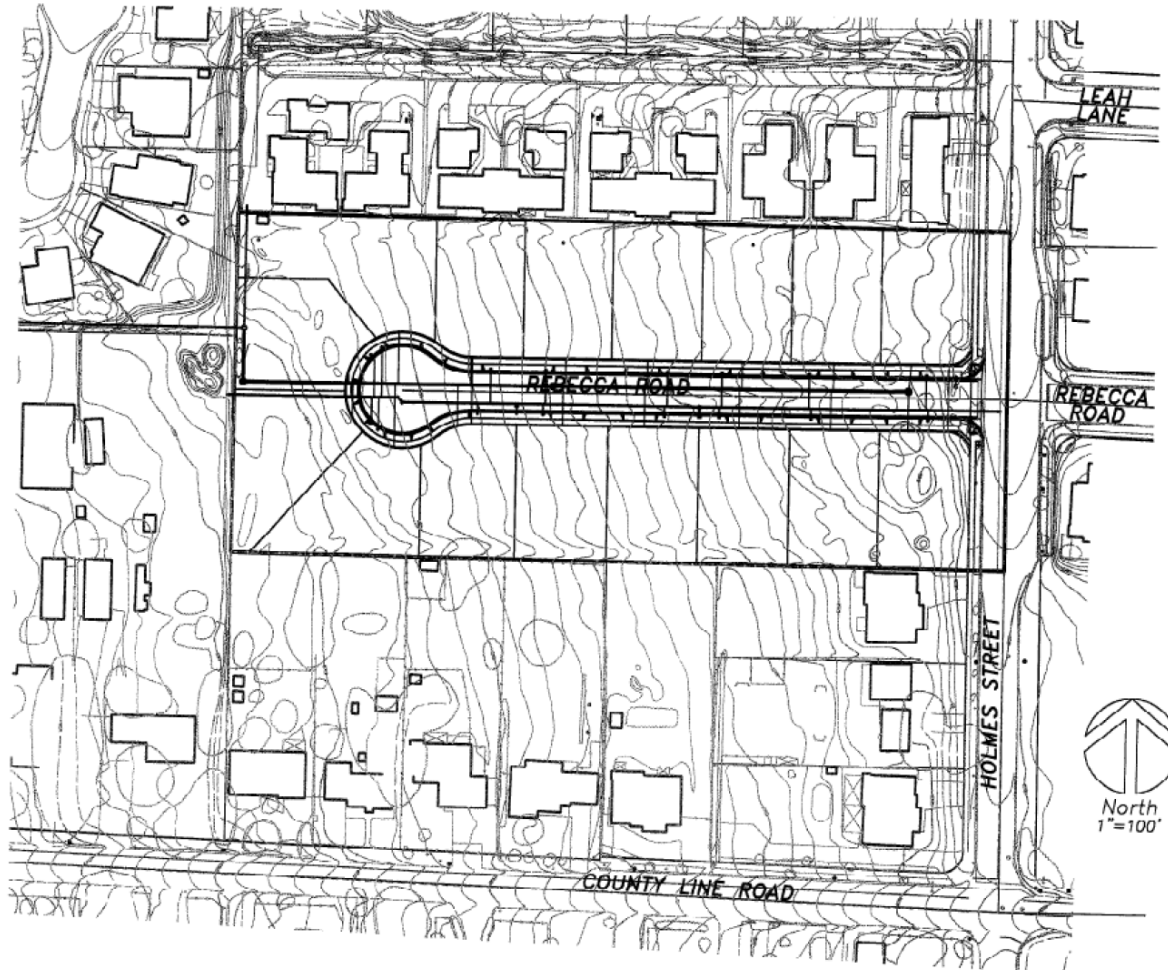


Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. Licensed Professionals. All work, labor and services performed and provided in connection with, for example, the preparation of surveys and descriptions of real property and rights-of-way, the preparation of construction specifications, plans and drawings, and the construction of all Facilities shall be performed by or under the direction of professionals appropriately licensed by the State of California and in good standing.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("Plans"), the District shall sign the construction drawings ("Approved Plans") indicating such approval ("Plan Acceptance"). Plans are subject to an annual review by the District and modifications will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. In the event the Developer fails or refuses to obtain the District's Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.
 2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. All construction work shall be inspected on a timely basis by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Approved Plans, or (ii) standard practices, qualities, and standards in the industry, as reasonably determined by the District, shall be replaced, repaired, or corrected at Developer's sole cost and expense.
1. In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.
 2. The District shall promptly upon request of Developer cause the final inspection of a Facility which Developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Approved Plans for which a Plan Acceptance has been issued, then District shall issue to Developer its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility Acceptance shall constitute a waiver by District of any claims it might have against

Developer for any defects in the work performed, the materials provided, or the Facility constructed arising during the one-year warranty period.

- D. Project Coordination and Designation of Developer's Representative. The Developer shall be solely responsible for coordinating the provision of all work, labor, material, and services associated with the planning, design and construction of the Facilities required for the Project.
1. The Developer shall be solely responsible for compliance with all applicable federal, state, and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.
 2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. In the event the Developer fails or refuses to conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.
 3. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.
- E. District's Right to Complete Facilities. The District is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at Developer's sole cost and expense in the event there is a threat to the public's health, safety, or welfare.
- F. Construction of Connections to District Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials, and equipment necessary to construct and install connections between the Developer's Facilities and the District's water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.
- G. Compliance with Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed, and constructed in accordance with all applicable laws, and the District's Rules, Regulations and Policies in effect at the time of construction. The Developer shall keep fully informed of and obey all laws, rules, and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule, or regulation.
- H. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any emergency repairs necessary to protect the public's health, safety or welfare or to ensure

continuity of water or sewer service. The District shall notify Developer of such emergency repairs.

- I. Testing and Disinfection. Upon approval by the District, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program, including without limitation, compaction, cleaning, video and air testing, and pressurized and disinfection testing (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 1. Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than fifty percent (50%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the District.
 2. Labor and Materials Payment Bond. A labor and materials payment bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 9550 and following.
 3. Miscellaneous Bond Requirements. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.
- K. Title to Facilities and Right-of-Way. Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this

Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

- L. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way, and Facilities. In the event Developer believes the loss and/or damages arose from or are related to acts performed by the District, this provision does not preclude Developer's insurance carrier from seeking indemnity and/or reimbursement from the District.
- M. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's Property or any part thereof, including model homes, until Facility Acceptance by the District and Developer conveys to the District the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

FEES AND CREDITS

- N. Developer Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs, and expenses related to this Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
 3. The District shall provide a monthly accounting of how funds were disbursed.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the water and/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- T. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.

U. Documents Furnished by the Developer. The Developer shall furnish to the District documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Warranty Bond	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

NOTE: The DEVELOPER hereby acknowledges and agrees that the foregoing list is not intended to be exclusive; therefore, the DISTRICT reserves the right to request, from time-to-time, additional documents, or documentation.

INSURANCE AND INDEMNIFICATION

V. Indemnification and Hold Harmless. The Developer and the District agree that the District should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by Developer of this Agreement. Accordingly, the Parties intend the provisions of this indemnity provision to be interpreted and construed to provide the fullest protection possible under the law to the District, except for liability attributable to the District's intentional and/or negligent acts. Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here.

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this

Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents, or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement, or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

1. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
2. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.
3. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees, or agents.
4. The Developer and the District further agree as follows:
 - a. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

- b. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
- c. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.
- d. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees, and agents as a result of such failure.
- e. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents, and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

MISCELLANEOUS PROVISIONS

- X. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership, or other entity of any kind, or to constitute either party as the agent, employee, or partner of the other.
- Y. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
- Z. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.

- AA. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
- BB. Severance. If any provision of this Agreement is determined to be void by any court of competent authority then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- FF. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION

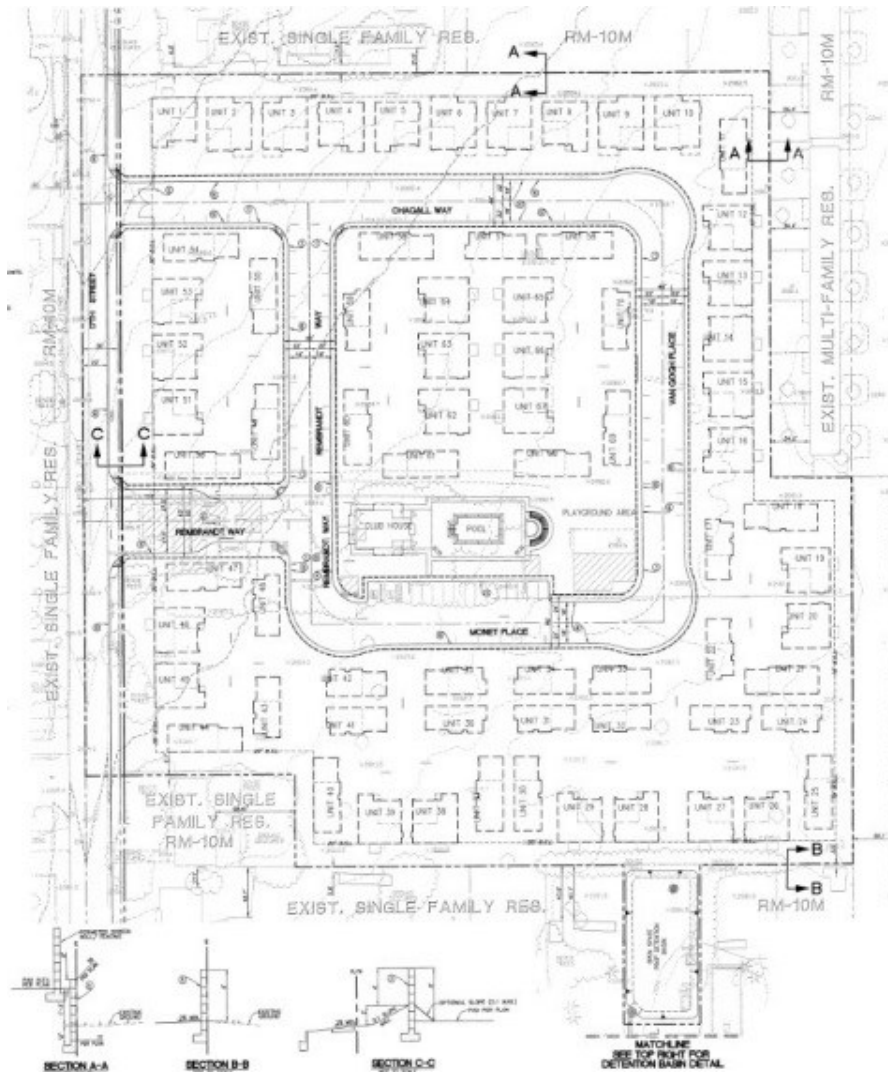


Date: September 11, 2018

Prepared By: Chelsie Fogus, Engineering Technician I

Subject: Overview of a Proposed Development Agreement No. 2018-14 for Tentative Map No. 18174 – Inland Development Company

District staff is working together with Inland Development Company for the development of 70 detached condominium units on 9.67 acres on 17th Street between Avenue D and Avenue E. This project will be served sewer only by the Yucaipa Valley Water District by a single lateral connection in Avenue E. All on-site infrastructure will be installed by the Developer and maintained by the Home Owners Association.



**AGREEMENT TO PROVIDE DRINKING WATER, RECYCLED WATER,
 AND SEWER SERVICE TO TENTATIVE TRACT NUMBER 18174 (70
 LOTS) IN THE CITY OF YUCAIPA, COUNTY OF SAN BERNARDINO**

This Agreement is made and effective this 4th day of September 2018, by and between the Yucaipa Valley Water District, a public agency ("District") and Inland Development Company ("Developer"). Each is sometimes referred to herein as a "Party" and jointly as the "Parties".

Project File(s)	Work Order(s)
P-65-192	#65-192

For contractual issues, the Parties are represented by the following responsible individuals authorized to execute this Agreement:

District	Developer
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2 Email: jzoba@yvwd.us	Inland Development Company 1232 Village Way, Suite A Santa Ana, California 92705 Attention: Brandon J. LoCascio, President Telephone: (949) 940-6990 Email: brandon@inlanddev.com

The Developer has represented to the District that they are the owner of the following parcel(s) which is/are the subject of this Agreement and described herein as the "Property":

Assessor Parcel Numbers	City / County
0301-061-03 0301-072-13 0301-072-17	Yucaipa / San Bernardino

RECITALS

WHEREAS, the Developer desires to develop its Property situated within the service area of the District consisting of a development with a total of 70 lots; and

WHEREAS, the Developer has provided plans, drawings, and/or concepts to the District to construct the proposed "Project" as shown on Exhibit A attached hereto; and

WHEREAS, the Developer desires to obtain sewer service from the District for the Project in accordance with the current Rules, Regulations, and Policies of the District; and General Construction Conditions as provided in Exhibit B attached hereto; and

WHEREAS, it is the purpose of this Agreement to set forth the terms and conditions by which the District will provide service to the Project.

AGREEMENT

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

A. Project Overview. The proposed development consists 70 detached housing units, clubhouse / pool and park area ("Project"). The Project is located on 17th Street between Avenue D and Avenue E, Yucaipa, California, Assessor Parcel Numbers 0301-061-03, 0301-072-13 and 0301-072-17. The project will receive sewer service only from the Yucaipa Valley Water District.

B. Special Conditions. In addition to the General Construction Conditions attached hereto as Exhibit B, the following conditions, being contained herein, are hereby required by the District for the Developer to receive service for the Project.

1. Project Specific Drinking Water Conditions: The Project will be served drinking water from Western Heights Mutual Water Company. The Developer will provide approved drinking water plans, specifications, and construction drawings to Yucaipa Valley Water District for review and identification of potential utility conflicts prior to activation of water service for the Project.

The General Construction Conditions related to drinking water within Exhibit B are not applicable to this Project.

2. Project Specific Recycled Water Conditions: The Project will not receive recycled water service from Yucaipa Valley Water District or Western Heights Mutual Water Company.

The General Construction Conditions related to recycled water within Exhibit B are not applicable to this Project.

3. Project Specific Sewer Conditions: The Project will receive sewer service from the Yucaipa Valley Water District. The Developer shall design and construct, at its sole cost and expense, on-site and/or off-site sewer infrastructure ("Facilities") pursuant to District approved plans and requirements.

- a. The Yucaipa Valley Water District will not provide sewer service to the Project until all sewer infrastructure is completed, pressure tested, and accepted by the District.
- b. Developer shall pay all applicable rates, fees, and charges as required herein and in effect at the time sewer service is activated to any portion of the Project.
- c. The Developer is responsible for the construction and permanent maintenance of all on-site sewer Facilities.
- d. Monthly sewer charges for this project, as established and approved by the District Board of Directors, will be invoiced to the property owner as an annual

property tax lien or assessment pursuant to the Rules and Regulations of the District.

4. Project Specific Stormwater Conditions. The City of Yucaipa and/or the County of San Bernardino will retain responsibility and authority for stormwater related to the Project. The Developer shall provide, at its sole cost and expense, approved plans, specifications, and construction drawings to the District for review and identification of onsite stormwater collection facilities and retention basins and the District will review such plans, specifications and drawings to ensure that the Facilities will not interfere with existing District infrastructure and/or the stormwater facilities.
 5. Project Specific Conditions. The Developer, at its sole cost and expense, shall design and construct all Facilities and related appurtenances pursuant to the District approved plans and construction drawings to serve the Project.
 - a. The District will not provide sewer service to the Project until the necessary infrastructure is completed and accepted by the District to provide service to each lot.
 - b. Project phases will be coordinated and approved in writing by the District staff.
 - c. The Developer shall provide electronic design drawings of parcels and infrastructure in native AutoCAD file formats consistent with existing District enterprise systems prior to receiving occupancy.
 - d. Facilities located in easements shall be protected pursuant to District requirements.
 6. Rates, Fees and Charges.
 - a. The most current rates, fees and charges will be payable pursuant to the Resolution/Ordinance in effect at the time building permits are issued or renewed for each lot.
 7. Project Related Invoices. Pursuant to Exhibit B - Design and Construction Requirements, Section O, the Developer agrees to deposit funds in the amount of \$10,000 with the District within 10 business days following the District's approval of this Agreement. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred and that the District will not release any structure for occupancy unless there is a minimum balance of \$3,000 in the Project Cash Account.
 8. Ownership; Operation and Maintenance. Once constructed and accepted by the District, title to the Facilities (excluding private, on-site Facilities) will be conveyed by the Developer to the District, and the District will operate and maintain the Facilities and provide service to the Developer's Property in accordance with the District's Rules, Regulations and Policies and the provisions of this Agreement.
-

9. Easements, Dedications, and Recorded Documentation: All easements, dedications, and recorded documentation required by the District shall be provided by the Developer to the District prior to the release of occupancy of any structure within the Project.
10. Annexation. This Project is located within the service area of the District, so an annexation is not required.
11. Annual Review of Construction Drawings. The District requires an annual review of approved construction drawings related to this Project. The District will not charge the Developer for the annual construction drawing review. However, the Developer will be required to update and resubmit construction drawings based on comments provided by the District at the sole cost and expense of the Developer prior to the start of construction.
12. Amendment. This Agreement may be amended, from time-to-time, by mutual agreement, in writing signed by both Parties. The District and the Developer further agree that to the extent this Agreement does not address all aspects of the Developer's Property and/or Project, the Parties will meet and confer and negotiate in good faith and execute a written amendment or supplement to this Agreement.
13. Assignment. This Agreement will not be assigned, whether in whole or in part by either Party.
14. Term and Termination of Agreement. Unless extended by mutual agreement of the parties in writing, this Agreement shall terminate at 5:00 p.m., on the day before the sixth (6th) anniversary date of this Agreement; provided, however, that this Agreement shall automatically terminate, without further liability to either party, as follows:
 - a. Immediately, upon receiving written notice that Western Pacific Housing did not purchase of the Property as identified on page 1;
 - b. Immediately, upon abandonment by the Developer of the Developer's Property and/or the work hereunder. "Abandonment" is defined as the act of bankruptcy or Developer's failure to improve the Property in a manner consistent with the proposed development plan within twelve months of the effective date of this Agreement; and/or
 - c. Within 45 days of the date of the issuance of a Notice of Default by the District to the Developer in the event the Developer fails or refuses to perform, keep or observe any of the terms, conditions or covenants set forth in this Agreement.

IN WITNESS WHEREOF, the parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____
Jay Bogh, Board President

DEVELOPER

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Attachments	Status
Exhibit A - Proposed Development Concept	Included
Exhibit B - General Construction Conditions	Included
Exhibit C - Transfer of Overlying Water Rights	Not Included

Exhibit A - Proposed Development Concept



Yucaipa Valley Water District
Development Agreement No. 2018-14
Page 7 of 16

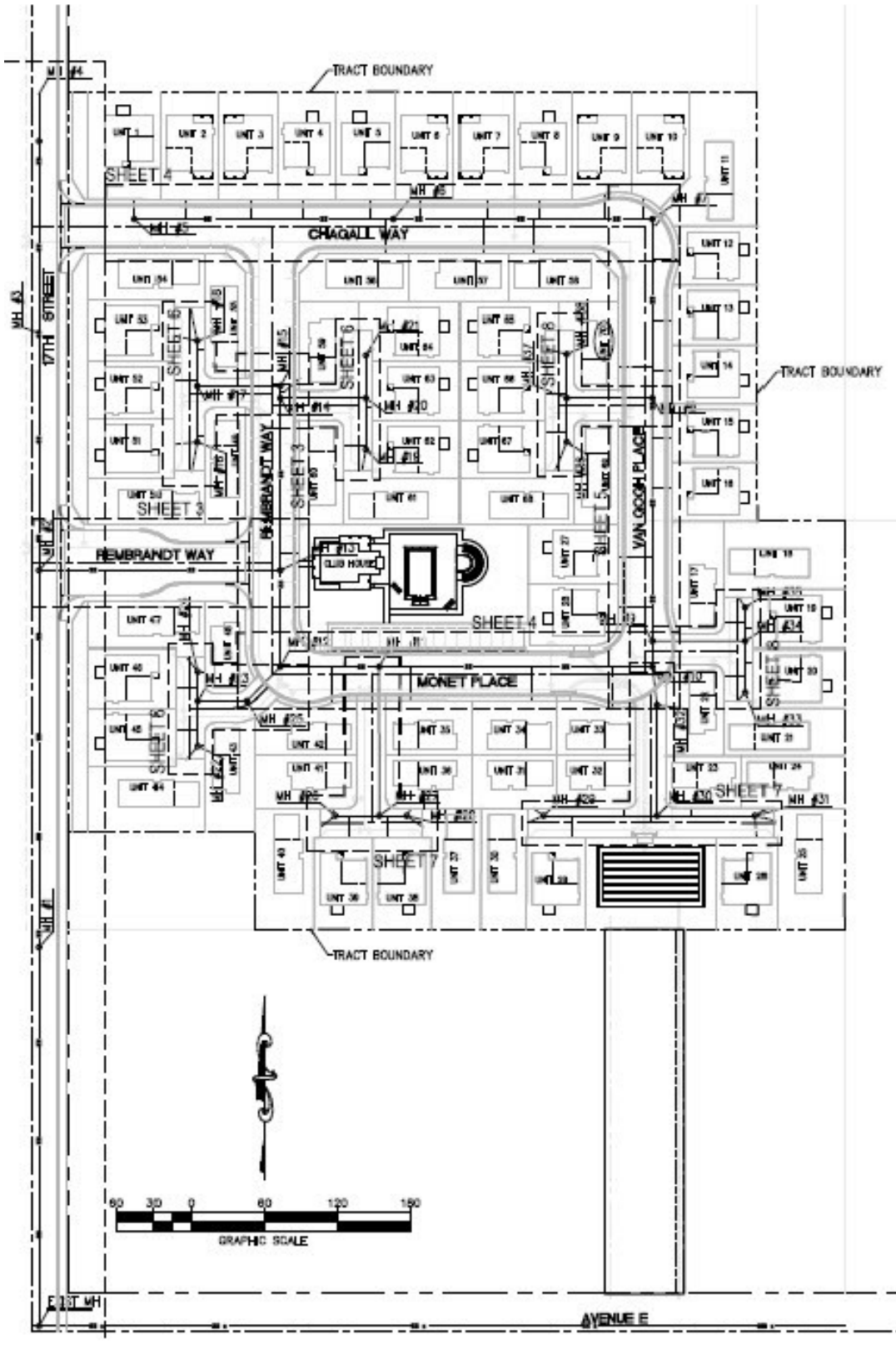


Exhibit B - General Construction Conditions

DESIGN AND CONSTRUCTION

- A. Licensed Professionals. All work, labor and services performed and provided in connection with, for example, the preparation of surveys and descriptions of real property and rights-of-way, the preparation of construction specifications, plans and drawings, and the construction of all Facilities shall be performed by or under the direction of professionals appropriately licensed by the State of California and in good standing.
- B. Plan Acceptance; Facility Acceptance. Upon its final review and approval of the plans and specifications ("Plans"), the District shall sign the construction drawings ("Approved Plans") indicating such approval ("Plan Acceptance"). Plans are subject to an annual review by the District and modifications will be required by the District to conform to revised construction standards and policies as part of the Plan Acceptance. The Developer shall update and resubmit the Plans for final approval by the District.
1. The Developer shall not permit, or suffer to permit, the construction of any Facility without having first obtained Plan Acceptance or completed modifications required by annual updates. In the event the Developer fails or refuses to obtain the District's Plan Acceptance, the District may refuse, in its sole discretion and without liability to the Developer, to issue its Facility Acceptance (as that term is defined below) as to such Facility when completed.
 2. The Developer shall not deviate from any Approved Plans and/or specifications without the District's prior written approval.
- C. Facility Inspection. All construction work shall be inspected on a timely basis by District personnel and/or by District's consultants at the sole cost of the Developer. The Developer acknowledges that the inspector(s) shall have the authority to require that any and all unacceptable materials, workmanship, construction and/or installation not in conformance with either (i) the Approved Plans, or (ii) standard practices, qualities and standards in the industry, as reasonably determined by the District, shall be replaced, repaired or corrected at Developer's sole cost and expense.
1. In the event the Developer's contractor proposes to work overtime and beyond normal business hours, the Developer shall obtain the District's approval at least 24 hours in advance so that inspection services may be appropriately scheduled. The Developer shall be solely responsible for paying all costs and expenses associated with such inspection services.
 2. The District shall promptly upon request of Developer cause the final inspection of a Facility which Developer indicates is completed. If the District finds such Facilities to have been completed in conformance with the Approved Plans for which a Plan Acceptance has been issued, then District shall issue to Developer its letter ("Facility Acceptance") indicating satisfactory completion of the Facility and District's acceptance thereof. Neither inspection nor issuance of the Facility

Acceptance shall constitute a waiver by District of any claims it might have against Developer for any defects in the work performed, the materials provided, or the Facility constructed arising during the one-year warranty period.

- D. Project Coordination and Designation of Developer's Representative. The Developer shall be solely responsible for coordinating the provision of all work, labor, material and services associated with the planning, design and construction of the Facilities required for the Project.
1. The Developer shall be solely responsible for compliance with all applicable federal, state and local safety rules and regulations, and shall conduct periodic safety conferences as required by law and common sense.
 2. Prior to proceeding with any Facility construction, the Developer shall schedule and conduct a preconstruction conference with the District. In the event the Developer fails or refuses to conduct any such conference, the District may refuse, in its sole discretion, to accept the Facilities constructed by the Developer.
 3. The District and the Developer hereby designate the individual identified on page 1 of this Agreement as the person who shall have the authority to represent the District and Developer in matters concerning this Agreement. In order to ensure maximum continuity and coordination, the District and Developer agree not to arbitrarily remove or replace the authorized representative, but in the event of a substitution, the substituting Party shall promptly advise the other Party of such substitution, in writing.
- E. District's Right to Complete Facilities. The District is hereby granted the unqualified right to complete, construct or repair all or any portion of the water and/or sewer Facilities, at Developer's sole cost and expense in the event there is a threat to the public's health, safety or welfare.
- F. Construction of Connections to District Facilities. Unless otherwise agreed to in writing by the District, the District shall furnish all labor, materials and equipment necessary to construct and install connections between the Developer's Facilities and the District's water, recycled water, and sewer systems. All costs and expenses associated therewith shall be paid by the Developer.
- G. Compliance with Law and District Regulations. The Developer hereby agrees that all Facilities shall be planned, designed and constructed in accordance with all applicable laws, and the District's Rules, Regulations and Policies in effect at the time of construction. The Developer shall keep fully informed of and obey all laws, rules and regulations, and shall indemnify the District against any liability arising from Developer's violation of any such law, rule or regulation.
- H. Developer's Warranties. The Developer shall unconditionally guaranty, for a period of one year following the District's Facility Acceptance thereof, any and all materials and workmanship, at the Developer's sole cost and expense. The provision of temporary water service through any of the Developer's Facilities, prior to District's acceptance of same, shall not nullify nor diminish the Developer's warranty obligation, nor shall the Developer's warranty obligation be voided if the District determines, in its sole discretion, to make any

emergency repairs necessary to protect the public's health, safety or welfare or to ensure continuity of water or sewer service. The District shall notify Developer of such emergency repairs.

- I. Testing and Disinfection. Upon approval by the District, the Developer, at its sole cost and expense, shall undertake and satisfactorily complete a testing program, including without limitation, compaction, cleaning, video and air testing, and pressurized and disinfection testing (drinking water Facilities), for all Facilities prior to acceptance by the District.
- J. Bond Requirements. The Developer shall provide to the District, in a form satisfactory to the District, the following bonds:
 1. Performance and Warranty Bond. A performance bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of any and all construction work to be conducted or performed under this Agreement. A warranty bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than fifty percent (50%) of the total cost of any and all construction performed hereunder, insuring against any and all defects in the Facilities constructed hereunder, for a period of not less than one full year after the date of acceptance thereof by the District.
 2. Labor and Materials Payment Bond. A labor and materials payment bond issued by a corporate surety or sureties licensed and permitted to do business by and within the State of California in an amount representing not less than one hundred percent (100%) of the total cost of any and all construction performed hereunder per California Civil Code Sections 9550 and following.
 3. Miscellaneous Bond Requirements. All bonds required by this section are subject to the approval as to form and content by the General Manager and District's Legal Counsel. All bonds required by this section shall be provided by a surety that is an "admitted" surety insurer authorized to transact surety insurance in California, with assets exceeding its liabilities in the amount equal to or in excess of the amount of the bonds, and each bond shall not be in excess of ten percent (10%) of the surety insurer's assets. The bond shall be duly executed and shall meet all of the requirements of Section 995.660 of the Code of Civil Procedure.
- K. Title to Facilities and Right-of-Way. Provided that the Developer's Facilities are designed and constructed as required hereunder and the District proposes to issue its Facility Acceptance, the Developer shall, concurrently with the District's Facility Acceptance, convey ownership title to all Facilities (and right-of-way, if applicable) to the District, free and clear of any and all liens and encumbrances except those that are expressly agreed to by the District. The District may require fee title or an easement, depending upon the location of the Facility through action by the Board of Directors. Upon conveyance of title, the District shall assume the responsibility of operating and maintaining the Facilities, subject to the Developer's warranty as provided herein. The Developer acknowledges and agrees that the District shall not be obligated to operate and maintain the Facilities and to provide service to and through them until all applicable conditions imposed by this

Agreement hereunder are satisfied and title to the Facilities has been conveyed and delivered to the District in recordable form.

- L. Risk of Loss. Until such time as acceptance thereof by the District, and until good and marketable title to the easements, rights-of-way and Facilities are conveyed and delivered to the District in recordable form, the Developer shall be solely and completely responsible for any and all losses and/or damage of every kind or nature to the easements, rights-of-way and Facilities. In the event Developer believes the loss and/or damages arose from or are related to acts performed by the District, this provision does not preclude Developer's insurance carrier from seeking indemnity and/or reimbursement from the District.
- M. Conditions Precedent to the Provision of Water and Sewer Service. Unless the District otherwise agrees in writing, the District shall not be obligated to provide any water and/or sewer service to the Developer's Property or any part thereof, including model homes, until Facility Acceptance by the District and Developer conveys to the District the right-of-way and Facilities associated with the requested service. Upon acceptance of the right-of-way and appurtenant Facilities, the District shall provide the service requested and assume the responsibility for operating and maintaining the affected Facilities. Service provided by the District shall be in accordance with its Rules, Regulations and Policies and shall be comparable in quality of service to that provided all similarly situated customers.

FEES AND CREDITS

- N. Developer Fees, Charges, Costs and Expenses. The Developer shall be solely responsible for the payment to the District of all fees, charges, costs and expenses related to this Project.
- O. Developer Cash Account Deposit. The Developer acknowledges and hereby agrees that the District is authorized, from time-to-time, to reimburse itself from the funds on deposit for Project costs incurred.
1. The Developer shall provide the initial deposit to the District, and maintain the minimum balance in the Cash Account for the Project as provided below:
 - a. An initial deposit of \$2,500 and a minimum balance of \$1,000 for a Project that involves the construction of 1 to 2 proposed structures;
 - b. An initial deposit of \$5,000 and a minimum balance of \$2,000 for a Project that involves the construction of 3 to 5 proposed structures;
 - c. An initial deposit of \$10,000 and a minimum balance of \$3,000 for a Project that involves the construction of 6 to 20 proposed structures;
 - d. An initial deposit of \$25,000 and a minimum balance of \$5,000 for all other Projects.

2. The initial deposit shall be received by the District within 10 business days following the District's approval of this Agreement.
 3. The District shall provide a monthly accounting of how funds were disbursed.
 4. The Developer agrees to deposit funds with the District within 30 calendar days upon the date an invoice is issued by the District or a Notice of Default will be issued by the District.
 5. The District will not release any structure for occupancy unless the minimum balance is available to the District in the Project Cash Account.
 6. Should any unexpended funds remain in the Cash Account upon completion of the Project or termination of this Agreement, then such funds shall be reimbursed to the Developer within 60 days.
- P. Current Fees and Charges. In the event of a change in the District's schedule of fees and charges, such change shall automatically be incorporated into this Agreement as though set forth in full. Unless otherwise agreed to in writing by the District, the Developer shall pay, when due, the then-current amount of the applicable fee or charge.
- Q. Sustainability Water. The Developer shall pay for the purchase of a quantity of imported water pursuant to the Sustainability Policy adopted by the Board of Directors as a Resolution No. 11-2008 on August 20, 2008, or the latest version with a revised quantity or fee structure. The imported water rate shall be the rate in effect at the time water is secured from the San Bernardino Valley Municipal Water District. Imported water for compliance with the Yucaipa Valley Water District's Sustainability Policy may be pre-paid to lock in the Development Sustainability fee or purchased prior to the issuance of building permits and pay the fee in effect at that time.
- R. San Gorgonio Pass Water Agency Facility Capacity Charges. If the Project is within the service area of the San Gorgonio Pass Water Agency, the Developer will be required to pay the latest San Gorgonio Pass Water Agency Facility Capacity Charge as set forth by District resolution.
- S. District Financial Participation; Credits. The District may agree to participate in certain Facilities for this Project. Any participation or financial contribution to construct the water and/or sewer infrastructure associated with this Project is identified in the Special Conditions at the beginning of the Agreement.

PERMITS AND DOCUMENTATION

- T. Permits, Licenses and CEQA Documentation. The Developer shall be solely responsible for securing and paying for all permits and licenses necessary to develop its project. The Developer shall be solely responsible for complying with the California Environmental Quality Act under the auspices of the City and/or County within which the Property is situated. However, upon request, the Developer shall furnish to the District all relevant environmental documentation and information.

1. The Developer, at its sole cost and expense, shall be solely responsible for defending against any and all legal challenges, including but not limited to permits, licenses and CEQA documentation.

U. Documents Furnished by the Developer. The Developer shall furnish to the District documentation as required by the District specified below, within the time periods specified. Each and every document submittal shall consist of a fully executed original or certified copy (in recordable form, if applicable) and two copies.

Document(s)	Due Date
Certification of Streets to Rough Grade	Prior to Construction
City/County Encroachment Permits and Conditions	Prior to Construction
Field Engineering Surveys ("Cut Sheets")	Prior to Construction
Grant of Easements and Rights-of-Way	Prior to Construction
Labor and Materials Bond	Prior to Construction
Liability Insurance Certificate(s)	Prior to Construction
Performance Bond	Prior to Construction
Soil Compaction Tests	Prior to Acceptance
Warranty Bond	Prior to Acceptance
List of Approved Street Addresses and Assessor Parcel Numbers	Prior to Setting Meter
Notice of High/Low Water Pressure	Prior to Setting Meter
Notice of Water Pumping Facility	Prior to Construction
Mechanic's Lien Releases	Upon Request of District

NOTE: The DEVELOPER hereby acknowledges and agrees that the foregoing list is not intended to be exclusive; therefore, the DISTRICT reserves the right to request, from time-to-time, additional documents or documentation.

INSURANCE AND INDEMNIFICATION

V. Indemnification and Hold Harmless. The Developer and the District agree that the District should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance by Developer of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the District, except for liability attributable to the District's intentional and/or negligent acts. Developer acknowledges that the District would not enter into this Agreement in the absence of this commitment from the Developer to indemnify and protect the District as set forth here.

Therefore, the Developer shall defend, indemnify and hold harmless the District, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by the District, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part in the performance by Developer of this

Agreement. All obligations under this provision are to be paid by the Developer as incurred by the District. Notwithstanding the foregoing, the Developer shall have no obligation to defend, indemnify or hold harmless the District, its employees, agents or officials from any liability arising, in whole or in part, from the District's intentional and/or negligent acts.

W. Insurance. The Developer agrees to provide insurance in accordance with the requirements set forth here throughout the term of this Agreement. If the Developer uses existing coverage to comply with these requirements and that coverage does not meet the requirements set forth herein, the Developer agrees to amend, supplement or endorse the existing coverage to do so. The following coverages will be provided by the Developer and maintained on behalf of the District and in accordance with the requirements set forth herein.

1. Commercial General Liability Insurance (Primary) shall be provided on ISO-CGL Form No. CG 00 01 10 93. Policy limits shall be no less than \$1,000,000 per occurrence for all coverages and \$2,000,000 general aggregate. The District and its officials, employees and agents shall be added as additional insureds using ISO Form CG 20 10 10 93. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the District or any employee or agent of the District. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation endorsement. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
2. Umbrella Liability Insurance (over Primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum, and shall include a "drop down" provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary policies but covered by the umbrella policy. Coverage shall be following form to any underlying coverage. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, above any limits required in the underlying policies. The policy shall have starting and ending dates concurrent with the underlying coverages.
3. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. Employer's liability coverage shall be scheduled under any umbrella policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects the District, its employees or agents.
4. The Developer and the District further agree as follows:
 - a. All insurance coverage provided pursuant to this Agreement shall not prohibit the Developer, and the Developer's employees or agents, from waiving the right of subrogation prior to a loss. The Developer waives its right of subrogation against the District.

- b. Unless otherwise approved by the District in writing, the Developer's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A:VII". Self-insurance will not be considered to comply with these insurance specifications.
- c. The Developer agrees to provide evidence of the insurance required herein, satisfactory to the District, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to the Developer's general liability and umbrella liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. The Developer agrees to require its insurer to modify such certificate(s) to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. The Developer agrees to provide complete certified copies of policies to the District within 10 days of the District's request for such copies.
- d. In the event of any loss that is not insured due to the failure of the Developer to comply with these requirements, the Developer agrees to be responsible for any all losses, claims, suits, damages, defense obligations and liability of any kind attributed to the District, or the District's officials, employees and agents as a result of such failure.
- e. The Developer agrees not to attempt to avoid its defense and indemnity obligations to the District and its employees, agents and officials by using as defense the Developer's statutory immunity under workers' compensation and similar statutes.

MISCELLANEOUS PROVISIONS

- X. Status of the Parties. This Agreement is not intended to create, and nothing herein contained shall be construed to create, an association, a trust, a joint venture, a partnership or other entity of any kind, or to constitute either party as the agent, employee or partner of the other.
 - Y. Force Majeure. If either the District or the Developer is delayed, hindered or prevented from performing any term of this Agreement by any cause beyond either party's control including, without limitation, any strike, walkout, prohibitions imposed by law, rules or regulations, riot, war, act of God or the default of the other party, then such performance may be excused or the time of performance tolled during the period of delay.
 - Z. Incorporation of Prior Agreements. This Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose.
-

- AA. Waiver. No waiver by either Party of any provisions of this Agreement shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by either Party of the same or any other provisions.
- BB. Severance. If any provision of this Agreement is determined to be void by any court of competent jurisdiction then such determination shall not affect any other provision of this Agreement provided that the purpose of this Agreement is not frustrated.
- CC. Disclaimer. Utilizing fees and Facilities provided to the District by the Developer, the District will supply sewer collection and treatment services to the Developer's Property and Project, however, the District shall not be obligated to utilize public funds to subsidize the Project.
- DD. Water Supply Availability. The District does not guarantee water supply availability and shall not be required to authorize the issuance of grading, building, or occupancy permits during the period of time that the State of California and/or the Board of Directors have declared a water supply reduction of 20% or greater for a specific portion or all of the District's service area.
- EE. Preparation of This Agreement. This Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it.
- FF. Alternative Dispute Resolution. Any dispute as to the construction, interpretation or implementation of this Agreement, or any rights or obligations hereunder, shall be submitted to mediation. Unless the Parties enter into a written stipulation to the contrary, prior to the filing of any complaint to initiate legal action, all disputes shall first be submitted to non-binding mediation, conducted by the Judicial Arbitration and Mediation Services, Inc./Endispute, or its successor, or any other neutral, impartial mediation service that the Parties mutually agree upon in accordance with its rules for such mediation. Mediation fees shall be shared equally by the DEVELOPER and the DISTRICT.

END OF SECTION

Administrative Items



Yucaipa Valley Water District



Date: September 11, 2018
From: Allison M. Edmisten, Chief Financial Officer
 Peggy Little, Administrative Supervisor
Subject: Review of the Unaudited Financial Report for the Period Ending on August 31, 2018

The following unaudited financial report has been prepared by the Administrative Department for your review. The report has been divided into five sections to clearly disseminate information pertaining to the financial status of the District. Please remember that the following financial information has not been audited.

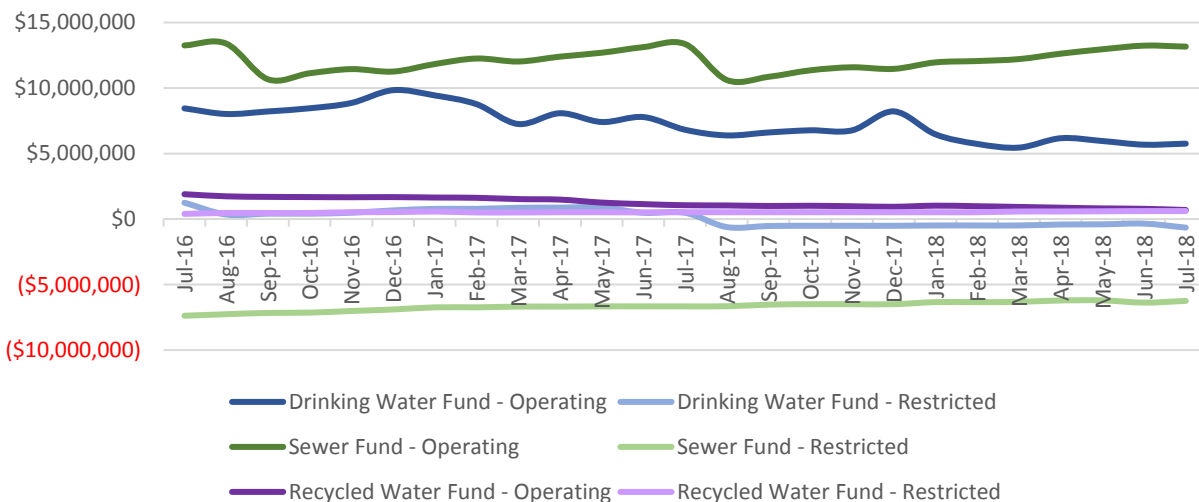
Cash Fund Balance and Cash Flow Reports

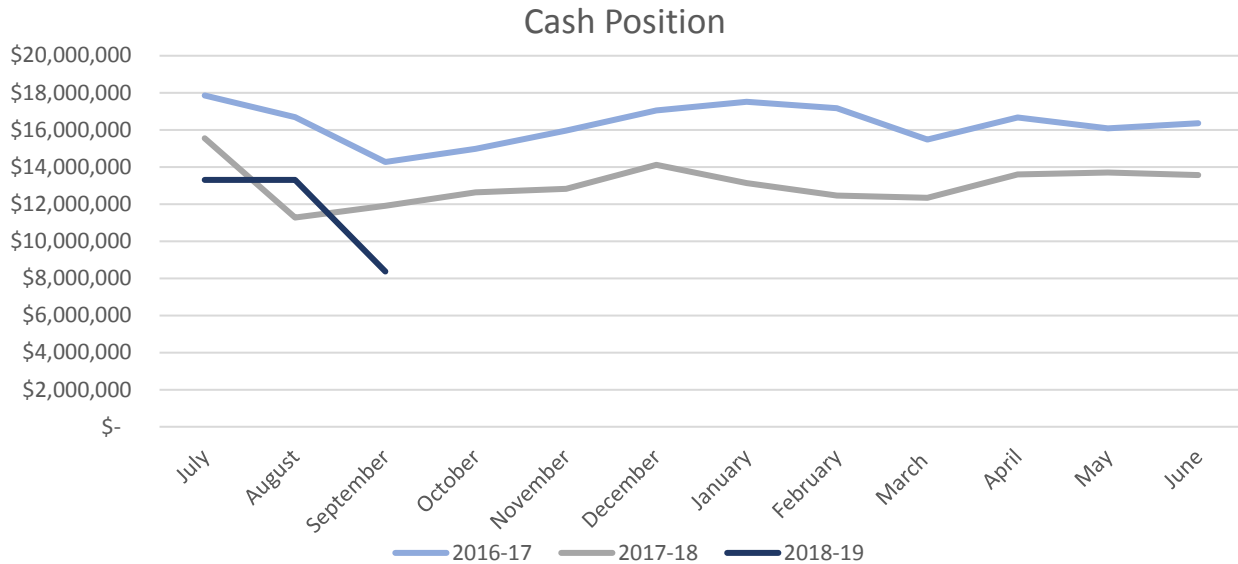
[Detailed information can be found on page 7 to 8 of 26]

The Cash Fund Balance Report provides a summary of how the total amount of funds maintained by financial institutions is distributed throughout the enterprise and non-enterprise funds of the District. A summary of the report is as follows:

Fund Source	Operating Funds	Restricted Funds	Total Funds
Water Division	\$ 4,991,079.54	\$ (1,752,461.24)	\$ 3,238,618.30
Sewer Division	\$ 10,073,608.26	\$ (6,189,229.51)	\$ 3,884,378.75
Recycled Water Division	\$ 617,490.55	\$ 628,559.55	\$ 1,246,050.10
Total	\$ 15,682,178.35	\$ (7,313,131.20)	\$ 8,369,047.15

Fund Balance





Most of the funds reflected in the Cash Fund Balance Report are designated for specific purposes and are therefore restricted, either by law or by District policy.

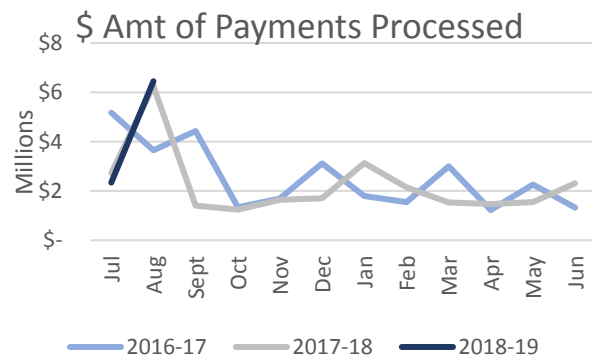
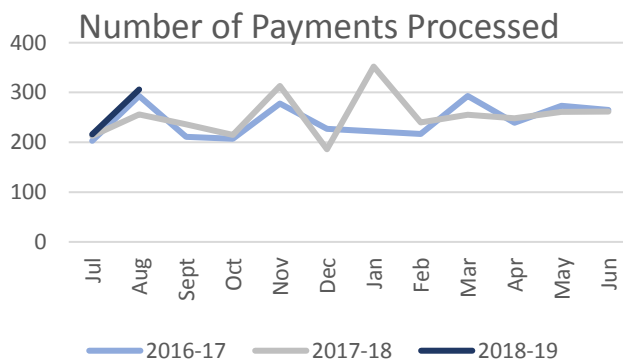
The Cash Flow Report provides a list of the debt service payment due dates and amounts as well as the cash flow requirements for debt service for each month of the fiscal year.

Cash Disbursement Report

[Detailed information can be found on pages 9 to 15 of 26]

The cash disbursement report lists each check and electronic payment processed during the month of August 2018. All payments are reviewed by District staff for accuracy and completeness, checks are usually signed by the General Manager and one Director, but may be signed by two Directors. The Chief Financial Officer will make any check, payment, invoice or supporting documentation available for review to any board member upon request.

	Number Processed	Amount Processed
Checks	290	\$ 5,995,447.95
Electronic Payments	16	\$ 455,251.91
Total	306	\$ 6,450,699.86



Financial Account Information

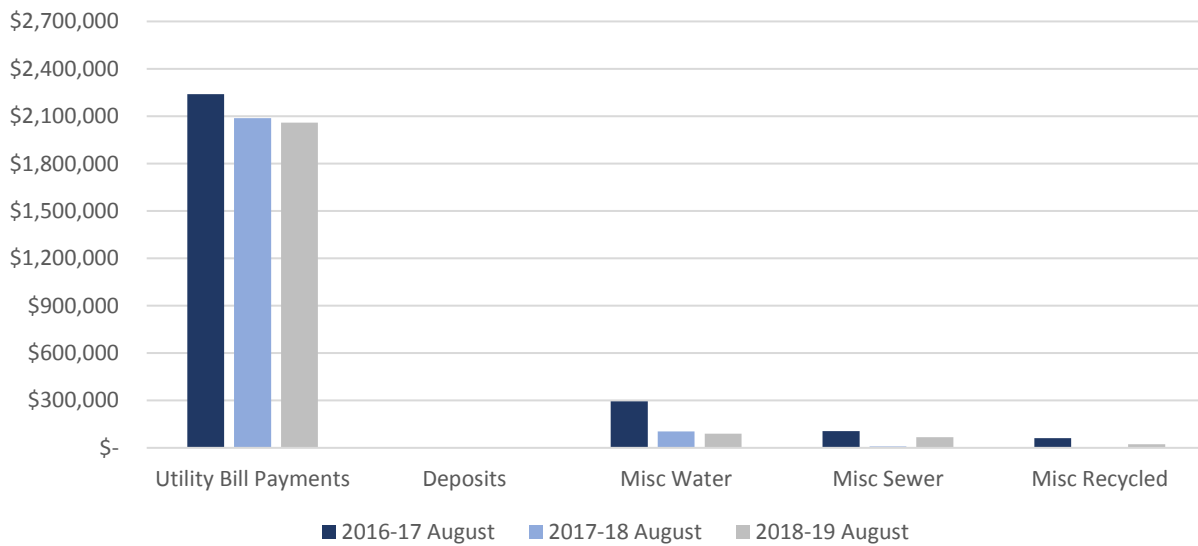
The District currently deposits all revenue received into the Deposit Checking account. The General Checking account is used as a sole processing account for all District checks and electronic payroll. The Investment Checking account is used for the purchase and redemption of US treasury notes and bills and for the transfer of LAIF funds. The US treasury notes and bills are booked at cost.

The LAIF investment account is a pooled money account administered by the State of California. Additional information on the LAIF account is provided below in the investment summary report.

Monthly Revenue Allocation:

Funding Source	Total
Utility Bill Payments	\$ 2,059,714.30
Deposits	\$ 0
Misc. Water Related Activities	\$ 89,915.32
Misc. Sewer Related Activities	\$ 66,669.41
Misc. Recycled Related Activities	\$ 24,014.18
Total	\$ 2,240,313.21

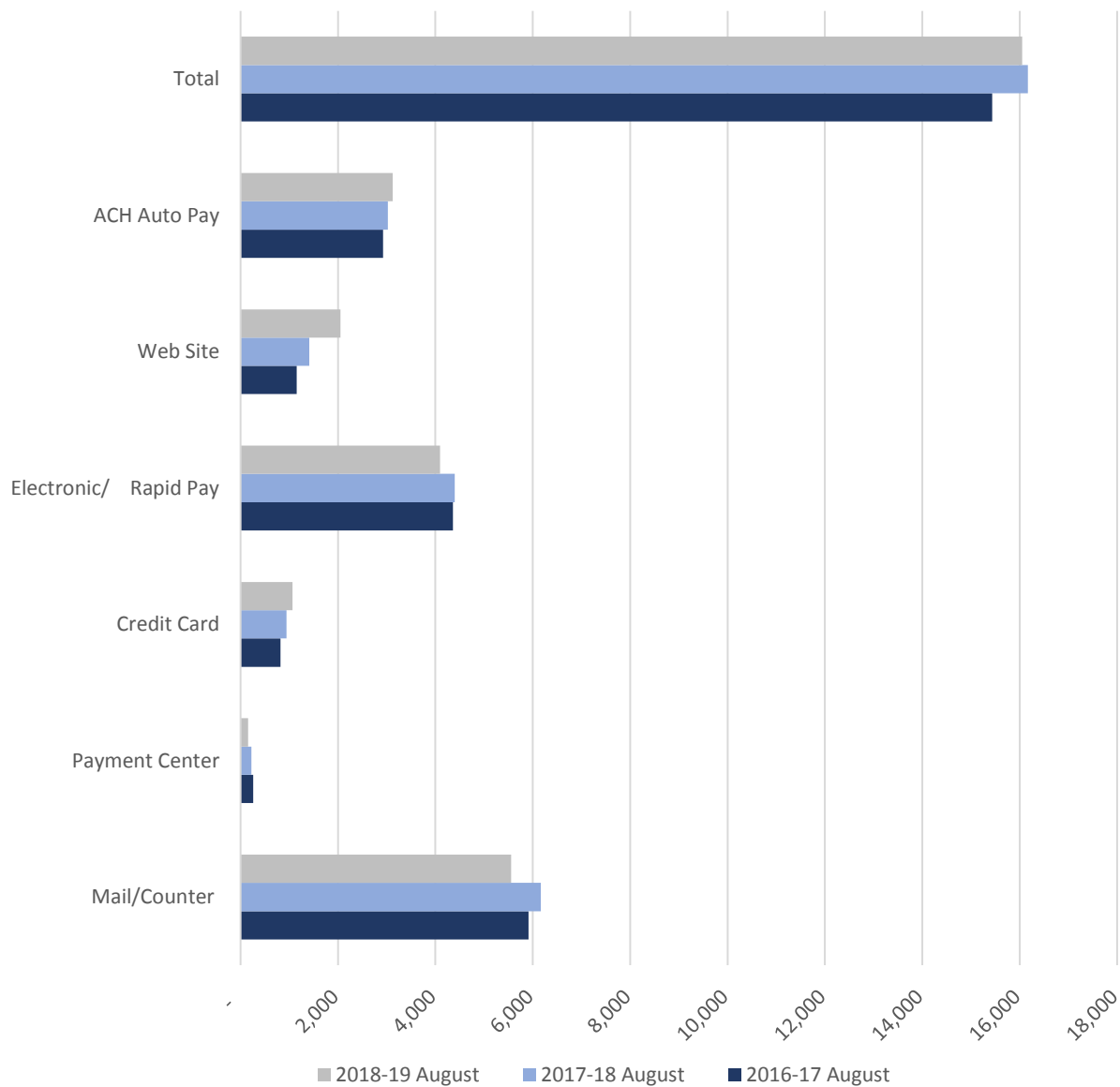
Monthly Revenue Allocation



Summary of Utility Bill Payments:

Payment Method	Number of Payments	% of Total Received
Mail/Counter	5,556	34.61%
Payment Center	155	0.97%
Credit Card	1,065	6.63%
Electronic Rapid Pay	4,097	25.52%
Web Site	2,054	12.80%
ACH Auto Pay	3,126	19.47%
Total	16,053	100.00%

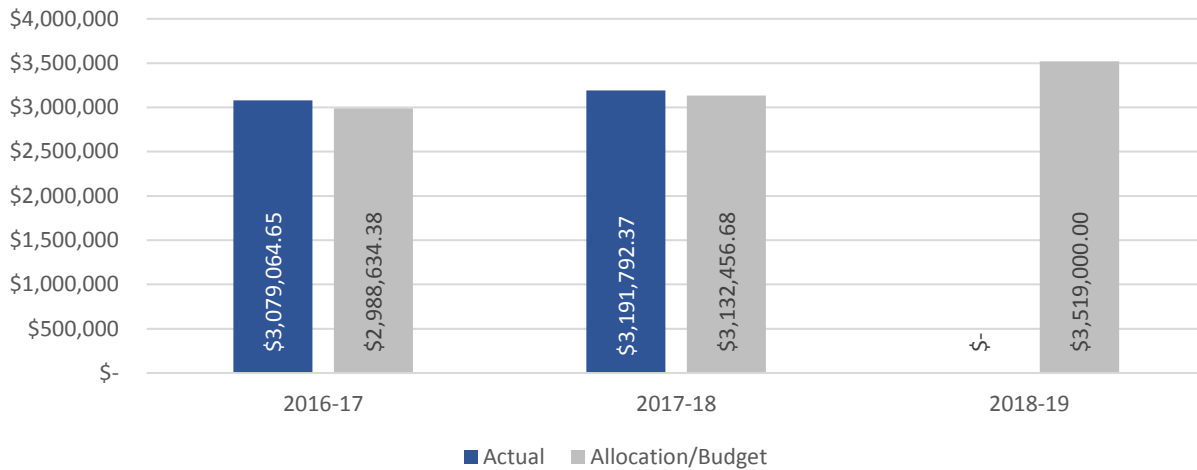
Type of Payments



Summary of Property Tax Revenue:

Current Month	Year-to-Date	Budget Amount	Percentage
Property Taxes	\$ 0	\$ 3,519,000	0%

Property Taxes - Actual vs. Allocation



Investment Summary

[Detailed information can be found on pages 16 to 17 of 26]

The investment summary report illustrates the District's investments in US treasury notes and bills in addition to the investments held by the Local Agency Investment Fund or LAIF. The yields for the treasury notes and bills are provided for each individual transaction. The historical annual yield for funds invested with LAIF is also provided.

Separate pooled money investment reports prepared by the State of California are maintained by the District and available for review.

Investment Policy Disclosure - The District is currently compliant with the portfolio of its Investment Policy and State law. The District is using Sandy Gage with Merrill Lynch Wealth Management (Bank of America Corporation) for Treasury investments. The District expects to meet its expenditure requirements for the next six months.

Fiscal Year 2018-19 Detail Budget Status

[Detailed information can be found on pages 18 to 26 of 26]

The revenue and expense budget status for the 2018-19 Fiscal Year is provided for your review.

Questions or Comments

If you have any questions about a particular budget account, please do not hesitate to contact the Chief Financial Officer directly. If you need additional information, the members of the Administrative Department would be happy to provide you with any detailed information you may desire.

Summary of Revenue Budget				
As of August 31, 2018 (13% of Budget Cycle)				
Division	Current Month	Year-to-Date	Budget Amount	Percentage
Water	\$ 1,288,387	\$ 1,538,030	\$ 14,150,445	10.87%
Sewer	\$ 982,405	\$ 1,294,326	\$ 12,337,754	10.49%
Recycled Water	\$ 72,954	\$ 94,592	\$ 1,293,270	7.31%
District Revenue	\$ 2,343,746	\$ 2,926,948	\$ 27,781,469	10.54%

Summary of Water Budget vs. Expenses				
As of August 31, 2018 (13% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Water Resources	\$ 296,081	\$ 741,882	\$ 5,274,337	14.07%
Public Works	\$ 264,250	\$ 423,812	\$ 3,177,454	13.34%
Administration	\$ 278,164	\$ 587,278	\$ 3,403,916	17.25%
Long Term Debt	\$ 1,718,806	\$ 1,718,806	\$ 2,294,738	74.90%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 2,557,301	\$ 3,471,778	\$ 14,150,445	24.53%

Summary of Sewer Budget vs. Expenses				
As of August 31, 2018 (13% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Treatment	\$ 343,873	\$ 626,726	\$ 4,256,607	14.72%
Administration	\$ 220,369	\$ 438,278	\$ 2,924,466	14.99%
Environmental Control	\$ 108,937	\$ 202,630	\$ 1,322,963	15.32%
Long Term Debt	\$ -	\$ -	\$ 3,833,718	0.00%
Asset Acquisition	\$ -	\$ -	\$ -	0.00%
TOTAL	\$ 673,179	\$ 1,267,634	\$ 12,337,754	10.27%

Summary of Recycled Water Budget vs. Expenses				
As of August 31, 2018 (13% of Budget Cycle)				
Department	Current Month	Year-to-Date	Budget Amount	Percentage
Administration	\$ 112,938	\$ 182,634	\$ 1,293,270	14.12%
TOTAL	\$ 112,938	\$ 182,634	\$ 1,293,270	14.12%

District Expenses	\$ 3,343,418	\$ 4,922,046	\$ 27,781,469	17.72%
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Cash Fund Balance Report - August 2018

Water Division		GL#	Balance
Restricted	*ID 1 Construction Funds	02-10216	\$ 293,145.85
	*ID 2 Construction Funds	02-10217	\$ 80,409.31
	*FCC - Debt Service YVRWFF Phase I	02-10401	\$ (4,965,028.07)
	*FCC - Future YVRWFF Phase II & III	02-10403	\$ 440,415.75
	*FCC - Recycled System	02-10410	\$ (833,135.83)
	*FCC - Booster Pumping Plants	02-10411	\$ 723,198.67
	*FCC - Pipeline Facilities	02-10412	\$ 173,861.90
	*FCC - Water Storage Reservoirs	02-10413	\$ 2,334,671.18
Operating	Depreciation Reserves	02-10310	\$ 642,604.44
	Infrastructure Reserves	02-10311	\$ 4,089,413.00
	Sustainability Fund	02-10313	\$ 159,435.46
	Rate Stabilization Fund	02-10314	\$ 500,209.14
	Imported Water Fund - MUNI	02-10315	\$ 686,315.30
	Imported Water Fund - SGPWA	02-10316	\$ 765,893.90
	Operating Funds:		\$ (1,852,791.70)
Total Water Division			\$ 3,238,618.30

Sewer Division		GL#	Balance
Restricted	*SRF Reserve Fund - Brineline	03-10218	\$ 637,449.00
	*SRF Reserve Fund - WISE	03-10219	\$ 184,928.00
	*SRF Reserve Fund - R 10.3	03-10220	\$ 51,531.00
	*SRF Reserve Fund - Crow St	03-10221	\$ 19,255.00
	*FCC - Debt Service WWTP Expansion & Upgrade	03-10405	\$ 2,044,462.74
	*FCC - Future WWTP Expansion	03-10407	\$ 1,555,631.96
	*FCC - Sewer Interceptors	03-10415	\$ (728,031.03)
	*FCC - Lift Stations	03-10416	\$ 383,623.99
	*FCC - Effluent Disposal Facilities	03-10417	\$ (1,561,612.22)
	*FCC - Salt Mitigation Facilities	03-10418	\$ (8,776,467.95)
Operating	Project Fund - Encumbered	03-10215	\$ 285,000.00
	Depreciation Reserves	03-10310	\$ 3,879,876.17
	Infrastructure Reserves	03-10311	\$ 5,394,633.30
	Rate Stabilization Fund	03-10314	\$ 1,464,394.90
	Operating Funds:		\$ (950,296.11)
Total Wastewater Division			\$ 3,884,378.75

Recycled Water Division		GL#	Balance
Restricted	*FCC - Recycled System	04-10410	\$ 74,178.39
	*FCC - Booster Pumping Plants	04-10411	\$ 11,534.09
	*FCC - Pipeline Facilities	04-10412	\$ 272,145.09
	*FCC - Water Storage Reservoirs	04-10413	\$ 270,701.98
Operating	Project Fund - Encumbered	04-10215	\$ -
	Depreciation Reserves	04-10310	\$ 37,498.01
	Infrastructure Reserves	04-10311	\$ 279,992.31
	Operating Funds:		\$ 300,000.23
Total Recycled Water Division			\$ 1,246,050.10

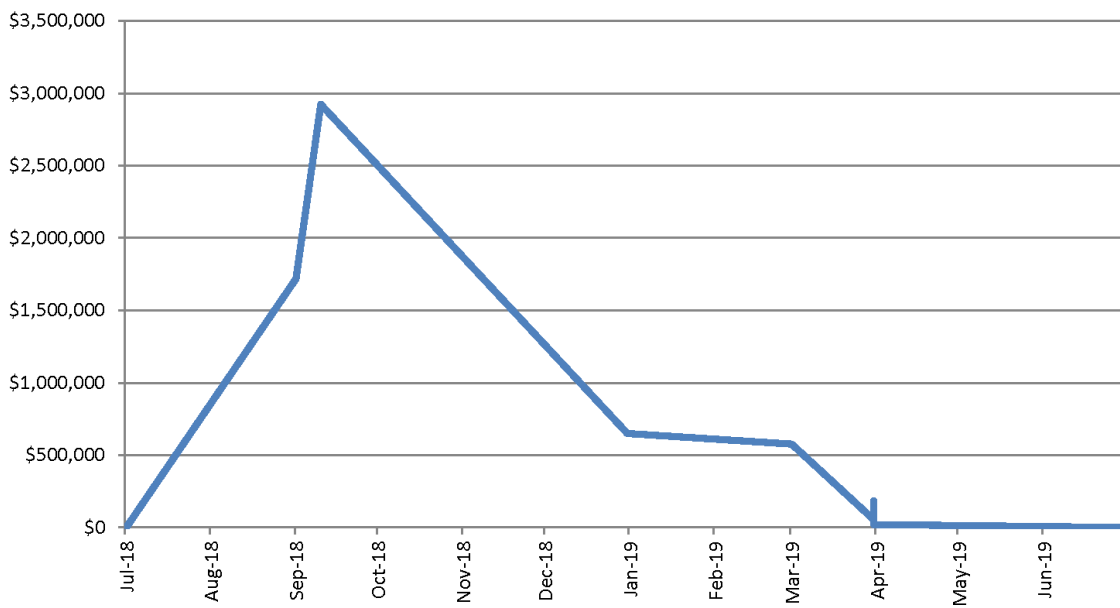
DISTRICT TOTAL \$ 8,369,047.15

*=Restricted Funds

Cash Flow Report for Fiscal Year 2018-19

Financial Obligations for Fiscal Year 2018-19				
Due Date	Fund	Description	Term of Obligation	Amount
9/1/2018	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 1,718,806.25
9/10/2018	Sewer	SRF Payment - WRWRF	2009-2028	\$ 2,923,668.75
12/31/2018	Sewer	SRF Payment - Yucaipa Regional Brineline	2013-2032	\$ 649,273.50
3/1/2019	Water	2015A Bond Payment - YVRWFF	2015-2034	\$ 575,931.25
3/31/2019	Sewer	SRF Payment - Recycled Reservoir R-10.3	2014-2033	\$ 54,277.31
3/31/2019	Sewer	SRF Payment - Desalinization at WRWRF	2014-2033	\$ 185,251.30
3/31/2019	Sewer	SRF Payment - Crow Street/Recycled Booster B-12.1	2016-2035	\$ 21,247.48
Total				\$ 6,128,455.84

**Payment Schedule and Cash Flow Requirements
for Fiscal Year 2018-19**



Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/1/2018	32413	ADS, LLC	\$ 4,275.00
8/1/2018	32414	Ralph C. Casas	\$ 107.45
8/1/2018	32415	Ameripride Uniform Services	\$ 787.60
8/1/2018	32416	John F. Simister	\$ 112.70
8/1/2018	32417	BSK Associates	\$ 1,495.00
8/1/2018	32418	Burgeson's Heating & Air Cond.	\$ 159.00
8/1/2018	32419	C & B Crushing, Inc.	\$ 480.00
8/1/2018	32420	Constant Fire Protection, Inc.	\$ 775.00
8/1/2018	32421	Fedex	\$ 90.47
8/1/2018	32422	Geyser Equipment, LLC	\$ 210.26
8/1/2018	32423	Incode Division-Tyler Technolo	\$ 1,900.98
8/1/2018	32424	Innerline Engineering	\$ 1,750.00
8/1/2018	32425	Lawyers Title	\$ 750.00
8/1/2018	32426	MBC Applied Environmental Scie	\$ 1,350.00
8/1/2018	32427	Nagem, Inc.	\$ 7,355.31
8/1/2018	32428	Office Solutions Business Prod	\$ 123.47
8/1/2018	32429	SCCI, Inc.	\$ 350.00
8/1/2018	32430	San Bernardino Valley Water Co	\$ 1,237.00
8/1/2018	32431	Southern CA Emergency Medicine	\$ 1,755.00
8/1/2018	32432	Spectrum Business	\$ 1,834.00
8/1/2018	32433	The Gas Company	\$ 24.36
8/1/2018	32434	U.S. Telepacific Corp	\$ 2,664.05
8/1/2018	32435	Utility Services Associates LL	\$ 13,031.00
8/1/2018	32436	Vortex Industries. Inc.	\$ 750.00
8/1/2018	32437	Yucaipa Disposal, Inc.	\$ 1,548.21
8/1/2018	32438	Airgas, Inc.	\$ 541.92
8/1/2018	32439	Aqua-Metric Sales Company	\$ 27,728.12
8/1/2018	32440	BofA Credit Card	\$ 28.84
8/1/2018	32441	Bear Communications, Inc.	\$ 2,769.18
8/1/2018	32442	Brenntag Pacific, Inc	\$ 17,239.21
8/1/2018	32443	Fresno Oxygen	\$ 1,072.34
8/1/2018	32444	Haaker Equipment Company	\$ 1,098.66
8/1/2018	32445	Hasa, Inc.	\$ 3,838.43
8/1/2018	32446	Hemet Valley Tool Inc.	\$ 505.35
8/1/2018	32447	Inland Water Works Supply Co.	\$ 916.45
8/1/2018	32448	King Lee Chemical, Co.	\$ 19,530.55
8/1/2018	32449	Harold J. Cossette	\$ 17,360.68
8/1/2018	32450	Nuckles Oil Company, Inc.	\$ 4,230.75
8/1/2018	32451	Pro-Pipe & Supply, Inc.	\$ 1,603.17
8/1/2018	32452	Western Oilfields Supply Compa	\$ 2,567.46
8/1/2018	32453	Sinclair Rock and Sand Inc.	\$ 8,250.00
8/1/2018	32454	Sterling Water Technologies LL	\$ 9,000.64
8/1/2018	32455	Uline, Inc.	\$ 138.92
8/1/2018	32456	US Bank	\$ 13,291.85
8/1/2018	32457	GRAHAM, ROBERT	\$ 80.22

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/1/2018	32458	PROSPECTS ASSETS INC	\$ 62.16
8/1/2018	32459	HARVEY TRUST	\$ 50.18
8/1/2018	32460	YOUNG, AMY & MICHAEL	\$ 66.62
8/1/2018	32461	Atkinson, Andelson, Loya, Ruud	\$ 3,280.02
8/3/2018	32462	Krieger & Stewart	\$ 9,540.02
8/3/2018	32463	PAYROLL CHECK	\$ 2,324.91
8/3/2018	32464	PAYROLL CHECK	\$ 310.43
8/3/2018	32465	WageWorks, Inc.	\$ 1,381.51
8/3/2018	32466	IBEW Local 1436	\$ 667.00
8/3/2018	32467	California State Disbursement	\$ 115.38
8/3/2018	32468	California State Disbursement	\$ 397.38
8/3/2018	32469	Department of the Treasury - I	\$ 50.00
8/6/2018	32470	Gilbert A. Santacruz	\$ 295.00
8/6/2018	32471	Advance Refrigeration & Ice Sy	\$ 187.00
8/6/2018	32472	Ameripride Uniform Services	\$ 890.83
8/6/2018	32473	Best Home Center	\$ 12.37
8/6/2018	32474	Cal's Towing	\$ 125.00
8/6/2018	32475	California Boiler, Inc.	\$ 18,327.71
8/6/2018	32476	Coverall North America, Inc.	\$ 1,331.00
8/6/2018	32477	CraneVeyor Corp.	\$ 624.00
8/6/2018	32478	Crider Public Relations, Inc.	\$ 1,020.00
8/6/2018	32479	Crown Ace Hardware - Yucaipa	\$ 2,929.86
8/6/2018	32480	VOID CHECK	\$ -
8/6/2018	32481	First American Data Tree, LLC	\$ 50.00
8/6/2018	32482	Geoscience Support Services, I	\$ 12,107.25
8/6/2018	32483	Innerline Engineering	\$ 1,750.00
8/6/2018	32484	JB Paving & Engineering, Inc.	\$ 9,195.00
8/6/2018	32485	Raiset R. Santana and Adriana	\$ 45.50
8/6/2018	32486	Lowe's Companies, Inc.	\$ 574.16
8/6/2018	32487	NetComp Technologies, Inc.	\$ 3,850.00
8/6/2018	32488	Pacific Coast Landscape & Desi	\$ 675.00
8/6/2018	32489	Q Versa, LLC	\$ 45,700.59
8/6/2018	32490	San Gorgonio Pass Water Agency	\$ 27,482.46
8/6/2018	32491	The Counseling Team Internatio	\$ 240.00
8/6/2018	32492	The Gas Company	\$ 29.17
8/6/2018	32493	Underground Service Alert Of S	\$ 354.85
8/6/2018	32494	City of Yucaipa	\$ 60,660.00
8/6/2018	32495	Brenntag Pacific, Inc	\$ 12,424.09
8/6/2018	32496	Evans-Hydro Inc.	\$ 12,283.82
8/6/2018	32497	Hach Company	\$ 300.97
8/6/2018	32498	Horizon Air Measurements, Inc.	\$ 6,085.00
8/6/2018	32499	House Of Quality, Parts Plus	\$ 3,480.63
8/6/2018	32500	VOID CHECK	\$ -
8/6/2018	32501	Nicholas C. Hendrickson	\$ 1,178.57
8/6/2018	32502	Nuckles Oil Company, Inc.	\$ 4,378.59

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/6/2018	32503	Hadronex, Inc.	\$ 4,775.64
8/6/2018	32504	Tri County Pump Company	\$ 14,280.00
8/6/2018	32505	AWWA CA-NV (Rancho Cucamonga)	\$ 890.00
8/6/2018	32506	Standard Insurance Company	\$ 1,764.72
8/6/2018	32507	Tri-State Seminar	\$ 495.00
8/6/2018	32508	Berkshire Hathaway Homestate C	\$ 11,243.93
8/6/2018	32509	Standard Insurance Vision Plan	\$ 639.32
8/6/2018	32510	Blue Shield of California	\$ 1,911.40
8/6/2018	32511	Nippon Life Insurance Co. of A	\$ 2,356.96
8/13/2018	32512	Ward & Ward	\$ 490.00
8/13/2018	32513	NEWBRY, BRIAN & MARI	\$ 35.61
8/13/2018	32514	WILLS, KELLI & SCOTT	\$ 70.02
8/13/2018	32515	Ameripride Uniform Services	\$ 735.89
8/13/2018	32516	John F. Simister	\$ 559.15
8/13/2018	32517	Balco Holdings Inc.	\$ 640.00
8/13/2018	32518	State of California - Departme	\$ 49.00
8/13/2018	32519	Secretary of State	\$ 40.00
8/13/2018	32520	Central Communications	\$ 506.97
8/13/2018	32521	Victor James Valenti	\$ 4,534.78
8/13/2018	32522	Corelogic, Inc.	\$ 330.00
8/13/2018	32523	Evoqua Water Technologies LLC	\$ 2,487.93
8/13/2018	32524	Fedex	\$ 108.59
8/13/2018	32525	Frontier Communications	\$ 148.55
8/13/2018	32526	G&G Environmental Compliance, I	\$ 4,262.56
8/13/2018	32527	InfoSend, Inc.	\$ 5,240.16
8/13/2018	32528	Inland Water Works Supply Co.	\$ 6.46
8/13/2018	32529	Nicholas C. Hendrickson	\$ 329.72
8/13/2018	32530	Raiset R. Santana and Adriana	\$ 59.30
8/13/2018	32531	Konica Minolta Business Soluti	\$ 807.68
8/13/2018	32532	Nagem, Inc.	\$ 1,232.50
8/13/2018	32533	Pacific Coast Landscape & Desi	\$ 7,075.00
8/13/2018	32534	Red Alert Special Couriers	\$ 955.89
8/13/2018	32535	Redlands-Yucaipa Rentals Inc.	\$ 110.00
8/13/2018	32536	City of Redlands	\$ 1,000.00
8/13/2018	32537	Santa Ana Watershed Project Au	\$ 3,077.00
8/13/2018	32538	Spectrum Business	\$ 4,488.00
8/13/2018	32539	Wells Fargo Bank-Corporate Tru	\$ 1,718,806.25
8/13/2018	32540	Yucaipa Disposal, Inc.	\$ 3,076.14
8/13/2018	32541	Yucaipa Valley Water District	\$ 20,561.54
8/13/2018	32542	B.R. Frost Company Inc.	\$ 8,151.25
8/13/2018	32543	Brenntag Pacific, Inc	\$ 12,174.90
8/13/2018	32544	Haaker Equipment Company	\$ 1,955.98
8/13/2018	32545	Hach Company	\$ 2,646.41
8/13/2018	32546	Hasa, Inc.	\$ 7,048.67
8/13/2018	32547	Hub Construction Specialties I	\$ 239.77

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/13/2018	32548	Inland Water Works Supply Co.	\$ 11,426.89
8/13/2018	32549	Nuckles Oil Company, Inc.	\$ 3,908.19
8/13/2018	32550	Office Solutions Business Prod	\$ 638.03
8/13/2018	32551	Polydyne Inc.	\$ 2,949.12
8/13/2018	32552	Power Plus International	\$ 241.28
8/13/2018	32553	Pro-Pipe & Supply, Inc.	\$ 602.48
8/13/2018	32554	Tom Malloy Corp.	\$ 258.61
8/13/2018	32555	Uline, Inc.	\$ 347.67
8/13/2018	32556	Calmat Company	\$ 7,653.05
8/13/2018	32557	YRC, Inc.	\$ 486.62
8/13/2018	32558	ZEP Manufacturing Company	\$ 417.97
8/13/2018	32559	Ryan Janisch	\$ 15.00
8/13/2018	32560	Jesse McCartney	\$ 15.00
8/13/2018	32561	Matthew Flordelis	\$ 15.00
8/13/2018	32562	Jacob Duncan	\$ 15.00
8/13/2018	32563	Steven Eldridge	\$ 165.00
8/13/2018	32564	Courtland R. Gear	\$ 15.00
8/13/2018	32565	Dan Hohman	\$ 15.00
8/13/2018	32566	Joseph H. Beltran	\$ 15.00
8/13/2018	32567	B & L HOMES LLC	\$ 24.19
8/13/2018	32568	SMITH, MARK	\$ 75.50
8/13/2018	32569	CALBEST DEV. GROUP,	\$ 34.72
8/13/2018	32570	BURKE, JOHN	\$ 42.43
8/13/2018	32571	LINES, ROBERT	\$ 42.43
8/13/2018	32572	JARVIS, MARGARET E.	\$ 42.43
8/13/2018	32573	AT&T Mobility	\$ 2,133.82
8/17/2018	32574	YVWD-Petty Cash	\$ 232.99
8/17/2018	32575	Western Dental Services, Inc.	\$ 203.54
8/17/2018	32576	South Point Hotel&Casino	\$ 214.70
8/17/2018	32577	South Point Hotel&Casino	\$ 214.70
8/17/2018	32578	South Point Hotel&Casino	\$ 214.70
8/17/2018	32579	South Point Hotel&Casino	\$ 214.70
8/17/2018	32580	PAYROLL CHECK	\$ 2,223.81
8/17/2018	32581	WageWorks, Inc.	\$ 1,381.51
8/17/2018	32582	California State Disbursement	\$ 115.38
8/17/2018	32583	California State Disbursement	\$ 397.38
8/17/2018	32584	Department of the Treasury - I	\$ 50.00
8/20/2018	32585	Delta Partners, LLC	\$ 7,500.00
8/20/2018	32586	HDR Engineering, Inc.	\$ 14,929.60
8/20/2018	32587	One Stop Landscape Supply Inc	\$ 19,744.50
8/20/2018	32588	Platinum Advisors, LLC	\$ 5,000.00
8/20/2018	32589	RMC Water and Environment	\$ 2,011.00
8/20/2018	32590	Woodard & Curran Inc.	\$ 15,431.18
8/20/2018	32591	David L. Wysocki	\$ 2,887.50
8/20/2018	32592	Caleb Nazario	\$ 15.00

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/20/2018	32593	Kelly Hamilton	\$ 15.00
8/20/2018	32594	Christopher Reeves	\$ 15.00
8/20/2018	32595	Luke's Transmission Inc.	\$ 185.61
8/20/2018	32596	Ralph C. Casas	\$ 62.45
8/20/2018	32597	Ameripride Uniform Services	\$ 724.10
8/20/2018	32598	Aqua-Metric Sales Company	\$ 8,485.32
8/20/2018	32599	Balco Holdings Inc.	\$ 170.00
8/20/2018	32600	California Department of Fish	\$ 7,960.50
8/20/2018	32601	Calimesa Chamber Of Commerce	\$ 105.00
8/20/2018	32602	Cliff's Pest Control, Inc.	\$ 115.00
8/20/2018	32603	Frontier Communications	\$ 149.79
8/20/2018	32604	Innerline Engineering	\$ 1,750.00
8/20/2018	32605	Jasmin Tamplen	\$ 1,260.45
8/20/2018	32606	Lawyers Title	\$ 600.00
8/20/2018	32607	Nagem, Inc.	\$ 667.91
8/20/2018	32608	NetComp Technologies, Inc.	\$ 2,650.00
8/20/2018	32609	John Deere Financial f.s.b.	\$ 102.39
8/20/2018	32610	Pro-Pipe & Supply, Inc.	\$ 74.46
8/20/2018	32611	SB CNTY-Fire Protection Distri	\$ 3,227.00
8/20/2018	32612	San Bdno. Valley Muni. Water D	\$ 82,684.29
8/20/2018	32613	Separation Processes, Inc.	\$ 6,596.00
8/20/2018	32614	Association of San Bernardino	\$ 105.00
8/20/2018	32615	Vortex Industries. Inc.	\$ 478.00
8/20/2018	32616	California Department of Fish	\$ 5,145.75
8/20/2018	32617	Airgas, Inc.	\$ 382.00
8/20/2018	32618	BofA Credit Card	\$ 2,623.45
8/20/2018	32619	Brenntag Pacific, Inc	\$ 2,228.92
8/20/2018	32620	Grainger	\$ 1,918.87
8/20/2018	32621	Haaker Equipment Company	\$ 220.04
8/20/2018	32622	Hasa, Inc.	\$ 3,904.99
8/20/2018	32623	Hemet Valley Tool Inc.	\$ 857.69
8/20/2018	32624	Inland Kubota, Inc.	\$ 27,847.64
8/20/2018	32625	Inland Water Works Supply Co.	\$ 57,173.36
8/20/2018	32626	Nicholas C. Hendrickson	\$ 378.20
8/20/2018	32627	Nuckles Oil Company, Inc.	\$ 6,017.25
8/20/2018	32628	Micro Motion, Inc.	\$ 3,605.89
8/20/2018	32629	Office Solutions Business Prod	\$ 542.08
8/20/2018	32630	Star Fleet Filtration, Inc.	\$ 617.04
8/20/2018	32631	Steven Enterprises, Inc	\$ 134.08
8/20/2018	32632	Tom Malloy Corp.	\$ 177.79
8/20/2018	32633	US Bank	\$ 6,034.75
8/20/2018	32634	Kenneth Carnes	\$ 853.38
8/20/2018	32635	State Water Resources Control	\$ 160.00
8/20/2018	32636	Atkinson, Andelson, Loya, Ruud	\$ 3,108.84
8/20/2018	32637	American Family Life Assurance	\$ 3,410.03

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/20/2018	32638	Joan Cadiz	\$ 603.63
8/20/2018	32639	Joe DeSalliers	\$ 646.39
8/20/2018	32640	Rodd Greene	\$ 648.15
8/20/2018	32641	Dennis Neff	\$ 599.99
8/20/2018	32642	Tri-State Seminar	\$ 198.00
8/20/2018	32643	Robert Wall	\$ 599.99
8/20/2018	32644	WageWorks, Inc.	\$ 207.50
8/27/2018	32645	State Water Resources Control	\$ 295.00
8/27/2018	32646	Gilbert A. Santacruz	\$ 170.00
8/27/2018	32647	ADS, LLC	\$ 4,275.00
8/27/2018	32648	Luke's Transmission Inc.	\$ 500.95
8/27/2018	32649	Anthony Joseph Sobral	\$ 223.20
8/27/2018	32650	Ameripride Uniform Services	\$ 739.44
8/27/2018	32651	Burgeson's Heating & Air Cond.	\$ 370.00
8/27/2018	32652	C & B Crushing, Inc.	\$ 100.00
8/27/2018	32653	Cal-Mesa Steel Supply, Inc.	\$ 14.01
8/27/2018	32654	Clinical Laboratory of San Ber	\$ 26,244.00
8/27/2018	32655	Competitive Edge Academy	\$ 840.00
8/27/2018	32656	Fedex	\$ 28.68
8/27/2018	32657	Incode Division-Tyler Technolo	\$ 300.00
8/27/2018	32658	InfoSend, Inc.	\$ 2,021.50
8/27/2018	32659	Innerline Engineering	\$ 1,750.00
8/27/2018	32660	Krieger & Stewart	\$ 60,848.40
8/27/2018	32661	Nagem, Inc.	\$ 293.85
8/27/2018	32662	Pacific Coast Landscape & Desi	\$ 425.00
8/27/2018	32663	Pro-Pipe & Supply, Inc.	\$ 163.74
8/27/2018	32664	Western Oilfields Supply Compa	\$ 6,278.59
8/27/2018	32665	Redlands-Yucaipa Rentals Inc.	\$ 77.00
8/27/2018	32666	Redlands Ford	\$ 2,248.66
8/27/2018	32667	City of Redlands	\$ 500.00
8/27/2018	32668	SCCI, Inc.	\$ 350.00
8/27/2018	32669	SCE Rosemead	\$ 255,880.96
8/27/2018	32670	State Water Resources Control	\$ 2,923,668.75
8/27/2018	32671	The Counseling Team Internatio	\$ 600.00
8/27/2018	32672	U.S. Telepacific Corp	\$ 2,656.37
8/27/2018	32673	Transworld Systems, Inc.	\$ 5,200.00
8/27/2018	32674	UPS Store#1504/ Mail Boxes Etc	\$ 25.00
8/27/2018	32675	Zerion Software, Inc.	\$ 7,500.00
8/27/2018	32676	All American Sewer Tools	\$ 1,971.99
8/27/2018	32677	Amiad USA, Inc.	\$ 3,354.66
8/27/2018	32678	Aqua-Metric Sales Company	\$ 19,104.07
8/27/2018	32679	Backflow Apparatus & Valve Co.	\$ 2,761.43
8/27/2018	32680	Calolympic Glove & Safety Co.,	\$ 46.24
8/27/2018	32681	JW D'Angelo Co.	\$ 352.82
8/27/2018	32682	Fisher Scientific Co.	\$ 1,245.45

Check Register - August 2018

<u>Check Date</u>	<u>Check Number</u>	<u>Name</u>	<u>Check Amount</u>
8/27/2018	32683	Grainger	\$ 1,136.78
8/27/2018	32684	Hach Company	\$ 829.01
8/27/2018	32685	Hasa, Inc.	\$ 7,720.63
8/27/2018	32686	Home Depot U.S.A. Inc	\$ 587.60
8/27/2018	32687	Inland Water Works Supply Co.	\$ 488.93
8/27/2018	32688	Lawrence Roll Up Doors, Inc.	\$ 654.19
8/27/2018	32689	Nuckles Oil Company, Inc.	\$ 3,263.70
8/27/2018	32690	Micro Motion, Inc.	\$ 5,532.69
8/27/2018	32691	National Business Furniture LL	\$ 2,392.05
8/27/2018	32692	NCL Of Wisconsin Inc	\$ 497.46
8/27/2018	32693	Office Solutions Business Prod	\$ 215.77
8/27/2018	32694	Sunstate Equipment Co., LLC	\$ 131.27
8/27/2018	32695	Uline, Inc.	\$ 2,875.03
8/27/2018	32696	West Coast Lights & Sirens, In	\$ 1,458.05
8/27/2018	32697	Wilbur's	\$ 338.34
8/27/2018	32698	Robert Mendez	\$ 76.00
8/31/2018	32699	PAYROLL CHECK	\$ 2,383.57
8/31/2018	32700	WageWorks, Inc.	\$ 1,381.51
8/31/2018	32701	California State Disbursement	\$ 115.38
8/31/2018	32702	California State Disbursement	\$ 397.38
			<u>\$ 5,995,447.95</u>
8/3/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 58,111.65
8/3/2018	electronic pmt	CA-EDD	\$ 10,598.64
8/3/2018	electronic pmt	VOYA-457	\$ 6,120.67
8/3/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 25,068.76
8/3/2018	electronic pmt	Public Employees' Retirement S	\$ 29,217.21
8/17/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 55,106.95
8/17/2018	electronic pmt	CA-EDD	\$ 10,145.38
8/17/2018	electronic pmt	VOYA-457	\$ 4,834.67
8/17/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 22,900.21
8/17/2018	electronic pmt	Public Employees' Retirement S	\$ 28,978.05
8/20/2018	electronic pmt	CalPERS - HEALTH	\$ 87,505.86
8/31/2018	electronic pmt	IRS - PAYROLL TAXES	\$ 53,633.79
8/31/2018	electronic pmt	CA-EDD	\$ 9,987.63
8/31/2018	electronic pmt	VOYA-457	\$ 4,053.03
8/31/2018	electronic pmt	CA-PERS Supplemental Income 45	\$ 20,187.47
8/31/2018	electronic pmt	Public Employees' Retirement S	\$ 28,801.94
			<u>\$ 455,251.91</u>

Investment Summary - August 2018

U.S. TREASURIES

Quantity	Description	Cusip	Maturity Date	Yield	Cost of Purchase	Market Value
510,000	US Treasury Bill	912796QM4	June 20, 2019	2.150%	\$ 500,225.51	\$ 509,427.45
510,000			Total Values		\$ 500,225.51	\$ 509,427.45

Money Market Account Activity-Beginning Balance	\$ 10,203.85
7/31/17 - Bond Interest	\$ -
7/31/18 - Dividend/Interest	\$ 57.11
Cusip 912796PQ6 Accrued Interest Paid	\$ 3,387.24
Business Account Fee	\$ -
Income	\$ 3,444.35
Intra-Bank Transfers to/from Investment Checking	\$ -
Fund Transfers	\$ -
Cusip Maturity	\$ 496,612.76
Redemptions	\$ 496,612.76
Cusip Purchase	\$ (500,225.51)
Purchases	\$ (500,225.51)
Ending Balance - Money Market	\$ 10,035.45
US Treasury Securities Investment Principal	\$ 500,225.51
Total Assets	\$ 510,260.96

Note: As of 9/5/18, the updated treasury information for August has not been received. The information above is as of 7/31/18.

Investment Summary - August 2018

LOCAL AGENCY INVESTMENT FUND

PERIOD	TOTAL WITHDRAWAL AMOUNT	TOTAL DEPOSIT AMOUNT	ACCRUED INTEREST (QUARTERLY)	ENDING BALANCE
July 31, 2018	\$ -	\$ -	\$ 50,409.17	\$ 10,674,082.68
August 31, 2018	\$ (4,000,000.00)	\$ -	\$ -	\$ 6,674,082.68
September 30, 2018	\$ -	\$ -	\$ -	\$ 6,674,082.68
October 31, 2018	\$ -	\$ -	\$ -	\$ 6,674,082.68
November 30, 2018	\$ -	\$ -	\$ -	\$ 6,674,082.68
December 31, 2018	\$ -	\$ -	\$ -	\$ 6,674,082.68
January 31, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68
February 28, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68
March 31, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68
April 30, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68
May 31, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68
June 30, 2019	\$ -	\$ -	\$ -	\$ 6,674,082.68

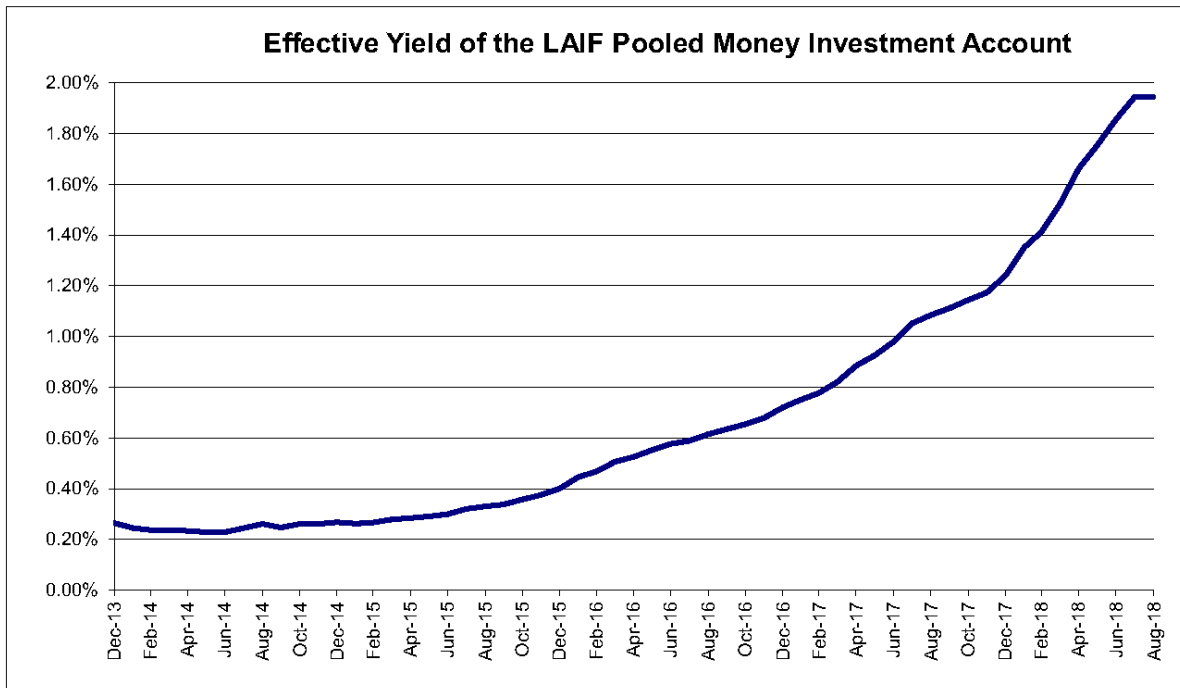
L.A.I.F. INCOME SUMMARY

CURRENT QUARTER FY YEAR-TO-DATE

INCOME RECEIVED

\$ 50,409.17

\$ 50,409.17



FY 2018-19 Water Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
02-40010	Sales - Water	\$ 5,958,445	\$ 823,371	\$ 912,173	15.31%
02-40011	Sales - Construction Water	\$ 25,000	\$ 24,487	\$ 22,950	91.80%
02-40012	Sales - Imported Water (SGPWA)	\$ 250,000	\$ 30,251	\$ 53,756	21.50%
02-40013	Sales - Imported Water (MUNI)	\$ 850,000	\$ 110,604	\$ 107,277	12.62%
02-40014	Sales Disc.-Multi Units Usage Chrg.	\$ (110,000)	\$ (13,238)	\$ (14,932)	13.57%
02-40015	Water Wholesale Revenue	\$ 200,000	\$ 10,772	\$ 20,728	10.36%
02-40016	Service Establishment Fee	\$ 5,000	\$ 150	\$ 575	11.50%
02-41000	Service Demand Charges	\$ 3,400,000	\$ 265,889	\$ 322,635	9.49%
02-41001	Fire Service Standby Fees	\$ 45,000	\$ 3,573	\$ 4,590	10.20%
02-41003	Construction Service Charge	\$ 15,000	\$ 314	\$ 328	2.18%
02-41005	Sales Disc-Multi Units Service Chrg.	\$ (135,000)	\$ (11,360)	\$ (13,869)	10.27%
02-41010	Unauthorized Use of Water Charge	\$ 2,000	\$ -	\$ -	0.00%
02-41110	Meter/Lateral installation	\$ 50,000	\$ 6,180	\$ 19,940	39.88%
02-41112	Fire Flow Test Fees	\$ 4,500	\$ 75	\$ 300	6.67%
02-41113	Disconnect/Reconnect Fees	\$ 100,000	\$ 5,625	\$ 10,050	10.05%
02-41121	Penalty - Late Charges	\$ 135,000	\$ 9,977	\$ 20,304	15.04%
02-41124	Bad Debt	\$ (20,000)	\$ -	\$ 335	-1.68%
02-42123	Management & Accounting Fees	\$ 202,500	\$ 16,875	\$ 33,750	16.67%
02-43010	Interest Earned	\$ 85,000	\$ -	\$ 25,173	29.62%
02-43110	Property Tax - Unsecured	\$ 80,000	\$ -	\$ -	0.00%
02-43120	Property Tax - Secured	\$ 2,700,000	\$ -	\$ -	0.00%
02-43130	Tax Collection - Prior	\$ 25,000	\$ -	\$ -	0.00%
02-43140	Other Taxes	\$ 180,000	\$ -	\$ -	0.00%
02-49110	Rental Income (WATER STOCK)	\$ 3,000	\$ -	\$ -	0.00%
02-49150	Revenue - Misc. Non-Operating	\$ 100,000	\$ 4,842	\$ 11,968	11.97%
	WATER OPERATING REVENUE	\$ 14,150,445	\$ 1,288,387	\$ 1,538,030	10.87%
	Grants	\$ -		\$ -	
02-89901	Facility Capacity Charges	\$ -	\$ 25,609	\$ 113,913	
02-89902	Sustainability	\$ -	\$ 881	\$ 37,652	
	TOTAL WATER REVENUE	\$ 14,150,445	\$ 1,314,877	\$ 1,689,595	

NOTE: Plan check & inspection fees to 02-42122

FY 2018-19 Sewer Revenue					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
03-40016	Sales - Establish Service Fee	\$ 500		\$ -	0.00%
03-41000	Sales - Sewer Charges	\$ 12,116,254	\$ 991,599	\$ 1,272,790	10.50%
03-41005	Sales Disc-Multi Units Service Chrg.	\$ (200,000)	\$ (18,322)	\$ (23,905)	11.95%
03-41110	Meter/Lateral Installation	\$ 2,500	\$ -	\$ -	0.00%
03-41121	Penalty - Late Charges	\$ 135,000	\$ 9,070	\$ 21,175	15.69%
03-41124	Bad Debt	\$ (15,000)	\$ -	\$ -	0.00%
03-41131	Front Footage Fees	\$ 30,000	\$ -	\$ -	0.00%
03-42122	Revenue - Other Operating	\$ 2,000	\$ -	\$ -	0.00%
03-43010	Interest Earned	\$ 95,000	\$ -	\$ 24,208	25.48%
03-43110	Property Tax - Unsecured	\$ 50,000	\$ -	\$ -	0.00%
03-43120	Property Tax - Secured	\$ 100,000	\$ -	\$ -	0.00%
03-43130	Tax Collection - Prior	\$ 10,000	\$ -	\$ -	0.00%
03-43140	Other Taxes	\$ 1,500	\$ -	\$ -	0.00%
03-49150	Misc. Non-Oper Revenue	\$ 10,000	\$ 58	\$ 58	0.58%
	SEWER OPERATING REVENUE	\$ 12,337,754	\$ 982,405	\$ 1,294,326	10.49%
	Grants	\$ -		\$ -	
03-89901	Facility Capacity Charges	\$ -	\$ 57,547	\$ 189,083	
03-89903	Contrib Capital-Front Footage Fees	\$ -	\$ -	\$ -	
03-89905	Contrib Capital-Infrastructure	\$ -	\$ 9,000	\$ 9,000	
	TOTAL SEWER REVENUE	\$ 12,337,754	\$ 1,048,952	\$ 1,492,409	

FY 2018-19 Recycled Revenue						
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%	
04-40010	Sales - Recycled Water	\$ 694,270	\$ 63,813	\$ 77,946	11.23%	
04-40011	Sales - Construction Water	\$ 65,000	\$ 19	\$ 78	0.12%	
04-41000	Sales - Service Demand Chrg.	\$ 85,000	\$ 5,923	\$ 7,464	8.78%	
04-41003	Const. Water Minimum Chrg.	\$ 5,000	\$ 58	\$ 62	1.24%	
04-41110	Meter/Lateral installation	\$ 45,000	\$ 2,940	\$ 2,940	6.53%	
04-41121	Penalty - Late Charges	\$ 5,000	\$ 200	\$ 722	14.44%	
04-41122	Revenue - Other Operating	\$ 500	\$ -	\$ -	0.00%	
04-43010	Interest Earned	\$ 20,000	\$ -	\$ 5,380	26.90%	
04-43110	Property Tax - Unsecured	\$ 10,000	\$ -	\$ -	0.00%	
04-43120	Property Tax - Secured	\$ 350,000	\$ -	\$ -	0.00%	
04-43130	Property Tax - Prior	\$ 10,000	\$ -	\$ -	0.00%	
04-43140	Property Tax - Other	\$ 2,500	\$ -	\$ -	0.00%	
04-49150	Misc. Non-Operating Revenue	\$ 1,000	\$ -	\$ -	0.00%	
	RECYCLED OPERATING REVENUE	\$ 1,293,270	\$ 72,954	\$ 94,592	7.31%	
	Grants	\$ -		\$ -		
04-89901	Facility Capacity Charges	\$ -	\$ 21,061	\$ 21,061		
	TOTAL RECYCLED REVENUE	\$ 1,293,270	\$ 94,015	\$ 115,653		

FY 2018-19 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
02-5-01-50010	Labor-Water Resources	\$ 997,976	\$ 105,941	\$ 153,220	15.35%
02-5-01-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-01-50013	Benefits-Fica	\$ 76,345	\$ 8,319	\$ 12,075	15.82%
02-5-01-50014	Benefits-Life Insurance	\$ 5,568	\$ 126	\$ 258	4.64%
02-5-01-50016	Benefits-Health\Defrd Comp	\$ 218,544	\$ 20,632	\$ 35,003	16.02%
02-5-01-50017	Benefits-Disability Insurance	\$ 8,982	\$ 1,402	\$ 2,201	24.51%
02-5-01-50019	Benefits-Workers Compensation	\$ 26,945	\$ -	\$ 2,024	7.51%
02-5-01-50021	Benefits-PERS-Employee	\$ -	\$ (518)	\$ (2,975)	
02-5-01-50022	Benefits-PERS-Employer	\$ 149,696	\$ 7,299	\$ 10,058	6.72%
02-5-01-50023	Benefits-Uniforms	\$ 5,800	\$ 170	\$ 438	7.56%
02-5-01-50024	Benefits-Vacation & Sick Pay	\$ 6,001	\$ 998	\$ 1,550	25.82%
02-5-01-50025	Benefits-Boot Allowance	\$ 3,480	\$ -	\$ 900	25.86%
02-5-01-51003	R&M - Structures	\$ 319,000	\$ 17,208	\$ 81,359	25.50%
02-5-01-51011	R&M - CLA Valves	\$ 20,000	\$ 11,427	\$ 11,427	57.13%
02-5-01-51140	General Supplies & Expenses	\$ 2,000	\$ 9	\$ 74	3.69%
02-5-01-51210	Utilities - Power Purchases	\$ 1,394,000	\$ 132,557	\$ 207,478	14.88%
02-5-01-51211	Utilities - Electricity & Fuel	\$ 5,000	\$ 365	\$ 577	11.54%
02-5-01-51316	Imported Water Purchases	\$ 1,200,000	\$ -	\$ 153,944	12.83%
02-5-01-54019	Licenses & Permits	\$ 70,000	\$ -	\$ -	0.00%
02-5-01-54110	Laboratory Services	\$ 65,000	\$ -	\$ 16,525	25.42%
02-5-01-57040	YVRWFF Operating Expense	\$ 700,000	\$ (9,853)	\$ 55,745	7.96%
	WATER RESOURCE TOTALS	\$ 5,274,337	\$ 296,081	\$ 741,882	14.07%
02-5-03-50010	Labor-Public Works	\$ 1,650,107	\$ 168,050	\$ 194,234	11.77%
02-5-03-50011	Labor Credit	\$ -	\$ (929)	\$ (1,284)	
02-5-03-50013	Benefits-Fica	\$ 126,443	\$ 13,114	\$ 15,222	12.04%
02-5-03-50014	Benefits-Life Insurance	\$ 10,776	\$ 196	\$ 366	3.40%
02-5-03-50016	Benefits-Health\Defrd Comp	\$ 422,958	\$ 46,104	\$ 69,336	16.39%
02-5-03-50017	Benefits-Disability Insurance	\$ 14,851	\$ 2,119	\$ 2,734	18.41%
02-5-03-50019	Benefits-Workers Compensation	\$ 44,553	\$ -	\$ 2,024	4.54%
02-5-03-50021	Benefits-PERS Employee	\$ -	\$ (1,396)	\$ (5,041)	
02-5-03-50022	Benefits-PERS Employer	\$ 247,516	\$ 11,551	\$ 15,441	6.24%
02-5-03-50023	Benefits-Uniforms	\$ 11,225	\$ 916	\$ 2,866	25.53%
02-5-03-50024	Benefits-Vacation & Sick Pay	\$ 4,000	\$ 590	\$ 1,047	26.18%
02-5-03-50025	Benefits-Boot Allowance	\$ 6,525	\$ -	\$ 6,900	105.75%
02-5-03-51001	R & M - Vehicles & Equipment	\$ 200,000	\$ 19,041	\$ 40,932	20.47%
02-5-03-51011	R&M - Valves	\$ 10,000	\$ -	\$ -	0.00%
02-5-03-51020	R&M - Pipelines	\$ 225,000	\$ 1,647	\$ 25,600	11.38%
02-5-03-51021	R&M - Service Lines	\$ 96,000	\$ (633)	\$ 2,133	2.22%
02-5-03-51022	R&M - Fire Hydrants	\$ 25,000	\$ -	\$ 241	0.97%
02-5-03-51029	R&M - Backflow	\$ 20,000	\$ 3,094	\$ 3,706	18.53%
02-5-03-51030	R&M - Water Meters	\$ 30,000	\$ 98	\$ 45,468	151.56%
02-5-03-51031	Fire Flow Testing	\$ 30,000	\$ -	\$ 1,038	3.46%
02-5-03-51092	Equipment Credits	\$ -	\$ (180)	\$ (486)	
02-5-03-51140	General Supplies & Expenses	\$ 2,500	\$ 866	\$ 1,333	53.31%
	PUBLIC WORKS TOTALS	\$ 3,177,454	\$ 264,250	\$ 423,812	13.34%

FY 2018-19 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
02-5-06-50010	Labor-Administration	\$ 602,359	\$ 63,452	\$ 100,324	16.66%
02-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
02-5-06-50012	Director Fees	\$ 25,000	\$ 1,898	\$ 1,898	7.59%
02-5-06-50013	Benefits-Fica	\$ 46,080	\$ 4,705	\$ 7,616	16.53%
02-5-06-50014	Benefits-Life Insurance	\$ 2,952	\$ 105	\$ 246	8.34%
02-5-06-50016	Benefits-Health\Defrd Comp	\$ 115,866	\$ 16,557	\$ 30,599	26.41%
02-5-06-50017	Benefits-Disability Insurance	\$ 5,421	\$ 786	\$ 1,507	27.80%
02-5-06-50019	Benefits-Workers Compensation	\$ 16,264	\$ -	\$ 1,012	6.22%
02-5-06-50021	Benefits PERS Employee	\$ -	\$ (352)	\$ (2,427)	
02-5-06-50022	Benefits PERS Employer	\$ 90,354	\$ 5,145	\$ 7,589	8.40%
02-5-06-50023	Uniforms	\$ 3,075	\$ 132	\$ 286	9.29%
02-5-06-50024	Benefits-Vacation & Sick Pay	\$ 10,000	\$ 448	\$ 759	7.59%
02-5-06-50025	Benefits-Boots	\$ 1,845	\$ -	\$ 3,300	178.86%
02-5-06-51003	R&M - Structures	\$ 30,000	\$ 32	\$ 6,034	20.11%
02-5-06-51091	Expense Credits (overhead)	\$ -	\$ (90)	\$ (336)	
02-5-06-51120	Safety Equipment/Supplies	\$ 25,000	\$ 414	\$ 2,652	10.61%
02-5-06-51125	Petroleum Products	\$ 105,000	\$ 21,241	\$ 33,944	32.33%
02-5-06-51130	Office Supplies & Expenses	\$ 35,000	\$ 3,297	\$ 6,323	18.07%
02-5-06-51140	General Supplies & Expenses	\$ 35,000	\$ 12	\$ 6,547	18.71%
02-5-06-51199	Disaster Incidences	\$ -	\$ -	\$ -	
02-5-06-51211	Utilities - Electricity	\$ 65,000	\$ 4,662	\$ 7,248	11.15%
02-5-06-51213	Utilities - Natural Gas	\$ 1,500	\$ 30	\$ 59	3.92%
02-5-06-54002	Dues & Subscriptions	\$ 41,500	\$ -	\$ 3,339	8.04%
02-5-06-54005	Computer Expenses	\$ 100,000	\$ 2,563	\$ 11,140	11.14%
02-5-06-54010	Postage	\$ 4,200	\$ 137	\$ 324	7.72%
02-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 101	
02-5-06-54012	Education & Training	\$ 15,000	\$ 2,300	\$ 5,728	38.19%
02-5-06-54013	Utility Billing Expenses	\$ 150,000	\$ 11,922	\$ 25,986	17.32%
02-5-06-54014	Public Relations	\$ 25,000	\$ 840	\$ 1,860	7.44%
02-5-06-54016	Travel Related Expenses	\$ 8,000	\$ 1,091	\$ 2,519	31.49%
02-5-06-54017	Certifications & Renewals	\$ 8,000	\$ 506	\$ 1,328	16.60%
02-5-06-54020	Meeting Related Expenses	\$ 8,000	\$ 480	\$ 1,249	15.61%
02-5-06-54022	Utilities - YVWD Services	\$ 60,000	\$ 10,630	\$ 19,216	32.03%
02-5-06-54024	Utilities - Waste Disposal	\$ 2,500	\$ -	\$ 2,190	87.61%
02-5-06-54025	Utilities - Telephone & Internet	\$ 45,000	\$ 3,276	\$ 7,800	17.33%
02-5-06-54099	Conservation & Rebates	\$ 30,000	\$ -	\$ -	0.00%
02-5-06-54104	Contractual Services	\$ 100,000	\$ 2,686	\$ 20,880	20.88%
02-5-06-54107	Legal	\$ 50,000	\$ -	\$ 2,679	5.36%
02-5-06-54108	Audit & Accounting	\$ 12,000	\$ -	\$ -	0.00%
02-5-06-54109	Professional Fees	\$ 165,000	\$ 2,500	\$ 37,501	22.73%
02-5-06-55500	Depreciation Reserves	\$ 200,000	\$ 16,667	\$ 33,333	16.67%
	Infrastructure Replacement	\$ 1,000,000	\$ 83,333	\$ 166,666	16.67%
02-5-06-56001	Insurance	\$ 100,000	\$ 7,942	\$ 17,629	17.63%
02-5-06-57030	Regulatory Compliance	\$ 15,000	\$ 8,819	\$ 10,630	70.86%
02-5-06-57090	Election Related Expenses	\$ 5,000	\$ -	\$ -	
02-5-06-57096	Beaumont Basin Watermaster	\$ 44,000	\$ -	\$ -	0.00%
02-5-06-57199	Suspense	\$ -	\$ -	\$ -	

FY 2018-19 Water Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
	ADMINISTRATION TOTALS	\$ 3,403,916	\$ 278,164	\$ 587,278	17.25%
02-5-40-57201	Debt Srv-Series 2015A Princ.(2500	\$ 1,115,000	\$ 1,115,000	\$ 1,115,000	100.00%
02-5-40-57402	Interest-Long-Term Debt Bonds	\$ 1,179,738	\$ 603,806	\$ 603,806	51.18%
	40 - Debt	\$ 2,294,738	\$ 1,718,806	\$ 1,718,806	74.90%
02-5-40-57001	Asset Acq, - Water Resources	\$ -	\$ -	\$ -	--
02-5-40-57003	Asset Acq, - Public works	\$ -	\$ -	\$ -	--
02-5-40-57006	Asset Acq, - Admin (fuel master)	\$ -	\$ -	\$ -	--
	40 - Capital Outlay	\$ -	\$ -	\$ -	--
				\$ 3,471,778	
	TOTAL WATER EXPENSES	\$ 14,150,445	\$ 2,557,301	\$ 3,471,778	24.53%

FY 2018-19 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
03-5-02-50010	Labor-S Treatment	\$ 1,170,711	\$ 123,978	\$ 161,830	13.82%
03-5-02-50013	Benefits-Fica	\$ 89,559	\$ 9,581	\$ 12,526	13.99%
03-5-02-50014	Benefits-Life Insurance	\$ 6,336	\$ 142	\$ 278	4.38%
03-5-02-50016	Benefits-Health\Defrd Comp	\$ 248,688	\$ 20,053	\$ 33,075	13.30%
03-5-02-50017	Benefits-Disability Insurance	\$ 10,536	\$ 1,598	\$ 2,276	21.60%
03-5-02-50019	Benefits-Workers Compensation	\$ 31,609	\$ -	\$ 2,024	6.40%
03-5-02-50021	Benefits-PERS Employee	\$ -	\$ (518)	\$ (2,974)	
03-5-02-50022	Benefits-PERS Employer	\$ 175,607	\$ 8,261	\$ 11,078	6.31%
03-5-02-50023	Benefits-Uniforms	\$ 6,600	\$ 362	\$ 672	10.19%
03-5-02-50024	Benefits-Vacation & Sick Pay	\$ 5,001	\$ 998	\$ 1,550	30.99%
03-5-02-50025	Benefits-Boot Allowance	\$ 3,960	\$ -	\$ 5,400	136.36%
03-5-02-51003	R&M - Structures	\$ 300,000	\$ 20,834	\$ 62,011	20.67%
03-5-02-51010	R&M - Automation Control	\$ 70,000	\$ 583	\$ 16,883	24.12%
03-5-02-51106	Chemicals	\$ 600,000	\$ 59,115	\$ 126,880	21.15%
03-5-02-51111	Propane	\$ 1,000	\$ -	\$ -	0.00%
03-5-02-51115	Laboratory Supplies	\$ 35,000	\$ 2,572	\$ 5,863	16.75%
03-5-02-51140	General Supplies & Expenses	\$ 2,000	\$ 556	\$ 653	32.63%
03-5-02-51210	Utilities - Power Purchases	\$ 800,000	\$ 94,770	\$ 153,387	19.17%
03-5-02-54110	Laboratory Services	\$ 85,000	\$ 956	\$ 11,446	13.47%
03-5-02-57031	Sludge Disposal	\$ 230,000	\$ -	\$ 19,745	8.58%
03-5-02-57034	Brine Operating Expenses	\$ 385,000	\$ 32	\$ 2,125	0.55%
	TREATMENT TOTALS	\$ 4,256,607	\$ 343,873	\$ 626,726	14.72%
03-5-06-50010	Labor-Administration	\$ 602,359	\$ 63,452	\$ 90,281	14.99%
03-5-06-50011	Labor Credit	\$ -	\$ -	\$ -	
03-5-06-50012	Directors Fees	\$ 25,000	\$ 1,898	\$ 1,898	7.59%
03-5-06-50013	Benefits-Fica	\$ 46,080	\$ 4,705	\$ 6,827	14.82%
03-5-06-50014	Benefits-Life Insurance	\$ 2,952	\$ 105	\$ 228	7.72%
03-5-06-50016	Benefits-Health\Defrd Comp	\$ 115,866	\$ 16,622	\$ 28,188	24.33%
03-5-06-50017	Benefits-Disability Insurance	\$ 5,421	\$ 786	\$ 1,360	25.09%
03-5-06-50019	Benefits-Workers Compensation	\$ 16,264	\$ -	\$ 1,012	6.22%
03-5-06-50021	Benefits PERS Employee	\$ -	\$ (283)	\$ (1,998)	
03-5-06-50022	Benefits PERS Employer	\$ 90,354	\$ 5,145	\$ 7,175	7.94%
03-5-06-50023	Benefits-Uniforms	\$ 3,075	\$ 51	\$ 99	3.20%
03-5-06-50024	Benefits-Vacation & Sick Pay	\$ 5,000	\$ 448	\$ 759	15.18%
03-5-06-50025	Benefits-Boot Allowance	\$ 1,845	\$ -	\$ -	0.00%
03-5-06-51120	Safety Equipment/Supplies	\$ 5,500	\$ 1,612	\$ 2,392	43.48%
03-5-06-51125	Petroleum Products	\$ 18,000	\$ 1,500	\$ 3,000	16.67%
03-5-06-51130	Office Supplies	\$ 10,000	\$ 97	\$ 255	2.55%
03-5-06-51140	General Supplies & Expenses	\$ 30,000	\$ 88	\$ 5,577	18.59%
03-5-06-51199	Disaster Repairs	\$ -	\$ -	\$ -	
03-5-06-54002	Dues & Subscriptions	\$ 25,000	\$ -	\$ 505	2.02%
03-5-06-54003	Management & Admin Services	\$ 202,500	\$ 16,875	\$ 33,750	16.67%
03-5-06-54005	Computer Expenses	\$ 100,000	\$ 2,063	\$ 11,470	11.47%
03-5-06-54011	Printing & Publications	\$ -	\$ -	\$ 101	N/A
03-5-06-54012	Education & Training	\$ 15,000	\$ 1,913	\$ 4,986	33.24%
03-5-06-54014	Public Relations	\$ 25,000	\$ -	\$ -	0.00%
03-5-06-54016	Travel Related Expenses	\$ 10,000	\$ 1,944	\$ 3,427	34.27%
03-5-06-54017	Certifications & Renewals	\$ 7,500	\$ 655	\$ 1,037	13.83%
03-5-06-54019	Licenses & Permits	\$ 65,000	\$ 500	\$ 500	0.77%
03-5-06-54020	Meeting Related Expenses	\$ 5,000	\$ 503	\$ 1,068	21.36%

FY 2018-19 Sewer Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
03-5-06-54022	Utilities - YVWD Services	\$ 1,500	\$ -	\$ 170	11.31%
03-5-06-54024	Utilities - Waste Disposal	\$ 13,000	\$ -	\$ 2,245	17.27%
03-5-06-54025	Utilities - Telephone & Internet	\$ 45,000	\$ 4,264	\$ 9,836	21.86%
03-5-06-54030	Drinking Water	\$ 1,250	\$ 62	\$ 170	13.59%
03-5-06-54104	Contractual Services	\$ 50,000	\$ 1,026	\$ 12,824	25.65%
03-5-06-54107	Legal	\$ 45,000	\$ -	\$ 3,807	8.46%
03-5-06-54108	Audit & Accounting	\$ 12,000	\$ -	\$ -	0.00%
03-5-06-54109	Professional Fees	\$ 159,000	\$ 2,500	\$ 16,972	10.67%
03-5-06-55500	Depreciation Reserves	\$ 500,000	\$ 41,667	\$ 83,333	16.67%
	Infrastructure Replacement	\$ 500,000	\$ 41,667	\$ 83,333	16.67%
03-5-06-56001	Insurance	\$ 115,000	\$ 7,942	\$ 15,883	13.81%
03-5-06-57030	Regulatory Compliance	\$ 50,000	\$ 564	\$ 5,811	11.62%
	ADMINISTRATION TOTALS	\$ 2,924,466	\$ 220,369	\$ 438,278	14.99%
03-5-07-50010	Labor-Environmental Control	\$ 614,646	\$ 64,427	\$ 91,461	14.88%
03-5-07-50011	Labor Credit	\$ -	\$ -	\$ -	0.00%
03-5-07-50013	Benefits-Fica	\$ 47,020	\$ 4,932	\$ 7,020	14.93%
03-5-07-50014	Benefits-Life Insurance	\$ 3,888	\$ 77	\$ 134	3.45%
03-5-07-50016	Benefits-Health\Defrd Comp	\$ 152,604	\$ 16,490	\$ 25,306	16.58%
03-5-07-50017	Benefits-Disability Insurance	\$ 5,532	\$ 806	\$ 1,189	21.49%
03-5-07-50019	Benefits-Workers Compensation	\$ 16,595	\$ -	\$ 2,024	12.20%
03-5-07-50021	Benefits-PERS Employee	\$ -	\$ (399)	\$ (1,525)	
03-5-07-50022	Benefits-PERS Employer	\$ 92,197	\$ 4,437	\$ 5,651	6.13%
03-5-07-50023	Benefits-Uniforms	\$ 4,050	\$ 374	\$ 965	23.84%
03-5-07-50024	Benefits-Vacation & Sick Pay	\$ 2,501	\$ 471	\$ 718	28.72%
03-5-07-50025	Benefits-Boot Allowance	\$ 2,430	\$ -	\$ 600	24.69%
03-5-07-51003	R&M - Structures	\$ 225,000	\$ 9,651	\$ 48,950	21.76%
03-5-07-51140	General Supplies & Expenses	\$ 1,000	\$ -	\$ 9	0.91%
03-5-07-51241	Lift Station #1	\$ 55,000	\$ 5,141	\$ 7,286	13.25%
03-5-07-51242	Lift Station #2	\$ 14,000	\$ 1,131	\$ 1,854	13.24%
03-5-07-51243	Lift Station #3	\$ 9,000	\$ 260	\$ 403	4.47%
03-5-07-51244	Lift Station #4	\$ 14,500	\$ 1,049	\$ 1,585	10.93%
03-5-07-51248	Lift Station #8	\$ 3,000	\$ 91	\$ 147	4.88%
03-5-07-54111	Pretreatment	\$ 60,000	\$ -	\$ 8,853	14.75%
	ENVIRONMENTAL CONTROL TOTAL	\$ 1,322,963	\$ 108,937	\$ 202,630	15.32%
03-5-40-57202	Debt Service - Principal - WRWRF	\$ 2,252,312	\$ -	\$ -	0.00%
03-5-40-57203	Debt Service - Principal - Brineline	\$ 435,383	\$ -	\$ -	0.00%
03-5-40-57204	Debt Service - Principal - WISE	\$ 133,659	\$ -	\$ -	0.00%
03-5-40-57205	Debt Service - Principal - R 10.3	\$ 39,161	\$ -	\$ -	0.00%
03-5-40-57206	Debt Service - Principal - Crow & B12-1	\$ 15,330	\$ -	\$ -	0.00%
03-5-40-57403	Debt Service - Interest	\$ 957,873	\$ -	\$ -	0.00%
	40 - Debt	\$ 3,833,718	\$ -	\$ -	0.00%
03-5-40-57002	Asset Acq. - Treatment	\$ -	\$ -	\$ -	
03-5-40-57006	Asset Acq. - Admin (fuel master)	\$ -	\$ -	\$ -	
03-5-40-57007	Asset Acq. - EC (ADS flow monitors & smart covers)	\$ -	\$ -	\$ -	
	40 - Capital Outlay	\$ -	\$ -	\$ -	
				\$ 1,267,634	
	TOTAL SEWER EXPENSES	\$ 12,337,754	\$ 673,178	\$ 1,267,634	10.27%

FY 2018-19 Recycled Expenses					
G/L ACCOUNT #	DESCRIPTION	BUDGET	Aug '18	Year to Date	%
04-5-06-50010	Labor-Recycled Water	\$ 677,931	\$ 68,121	\$ 103,196	15.22%
04-5-06-50011	Labor - Credit	\$ -	\$ -	\$ -	
04-5-06-50012	Director Fees	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-50013	Benefits-FICA	\$ 51,862	\$ 5,091	\$ 7,793	15.03%
04-5-06-50014	Benefits-Life Insurance	\$ 3,528	\$ 74	\$ 134	3.80%
04-5-06-50016	Benefits-Health & Def Comp	\$ 138,474	\$ 15,355	\$ 24,650	17.80%
04-5-06-50017	Benefits-Disability Insurance	\$ 6,101	\$ 841	\$ 1,350	22.13%
04-5-06-50019	Benefits-Workers Compensation	\$ 18,304	\$ -	\$ 1,124	6.14%
04-5-06-50021	Benefits-PERS Employee	\$ -	\$ (299)	\$ (1,442)	
04-5-06-50022	Benefits-PERS Employer	\$ 101,690	\$ 5,151	\$ 6,543	6.43%
04-5-06-50023	Benefits-Uniforms	\$ 3,675	\$ 60	\$ 105	2.86%
04-5-06-50024	Benefits-Vacation & Sick Pay	\$ 1,000	\$ 84	\$ 140	14.04%
04-5-06-50025	Benefits-Boots	\$ 2,205	\$ -	\$ 600	27.21%
04-5-06-51003	R & M-Structures	\$ 34,000	\$ -	\$ 241	0.71%
04-5-06-51011	R & M-Valves	\$ 5,000	\$ -	\$ -	0.00%
04-5-06-51020	R & M-Pipelines	\$ 2,500	\$ -	\$ -	0.00%
04-5-06-51021	R & M-Service Lines	\$ 2,500	\$ -	\$ 2,752	110.08%
04-5-06-51022	R & M-Fire Hydrants	\$ 1,000	\$ -	\$ -	0.00%
04-5-06-51030	R & M-Meters/Backflows	\$ 10,000	\$ -	\$ 104	1.04%
04-5-06-51140	General Supplies & Expenses	\$ 5,000	\$ -	\$ 1,220	24.39%
04-5-06-51210	Utilities-Power Purchases	\$ 70,000	\$ 9,292	\$ 13,901	19.86%
04-5-06-54002	Dues & Subscriptions	\$ 1,500	\$ -	\$ 16	1.03%
04-5-06-54005	Computer Expense	\$ 5,000	\$ -	\$ 750	15.00%
04-5-06-54011	Printing & Publications	\$ -	\$ -	\$ -	N/A
04-5-06-54012	Education & Training	\$ 4,000	\$ 121	\$ 807	20.17%
04-5-06-54014	Public Relations	\$ 6,500	\$ -	\$ -	0.00%
04-5-06-54016	Travel Related Expenses	\$ 2,500	\$ 168	\$ 376	15.03%
04-5-06-54017	Certifications & Renewals	\$ 1,000	\$ -	\$ -	0.00%
04-5-06-54019	Licenses & Permits	\$ 10,000	\$ -	\$ -	0.00%
04-5-06-54020	Meeting Related Expenses	\$ 1,500	\$ 53	\$ 179	11.91%
04-5-06-54022	Utilities - YVWD Services	\$ 30,000	\$ -	\$ 1,176	3.92%
04-5-06-54025	Utilities - Telephone & Internet	\$ 2,000	\$ -	\$ 134	6.69%
04-5-06-54010	Contractual Services	\$ 5,000	\$ -	\$ 2,035	40.71%
04-5-06-54107	Legal	\$ 1,500	\$ -	\$ -	0.00%
04-5-06-54108	Audit & Accounting	\$ 2,500	\$ -	\$ -	0.00%
04-5-06-54109	Professional Fees	\$ 10,000	\$ -	\$ 2,182	21.82%
04-5-06-54110	Laboratory Services	\$ -	\$ -	\$ -	
04-5-06-55500	Depreciation	\$ 8,000	\$ 665	\$ 1,350	16.88%
	Infrastructure Replacement	\$ 15,000	\$ 1,250	\$ 2,500	16.67%
04-5-06-56001	Insurance	\$ 20,000	\$ 1,765	\$ 3,530	17.65%
04-5-06-57030	Regulatory Compliance	\$ 25,000	\$ 5,146	\$ 5,188	20.75%
04-5-06-57040	Environmental Compliance	\$ 2,500	\$ -	\$ -	0.00%
				\$ 182,634	
	TOTAL RECYCLED EXPENSES	\$ 1,293,270	\$ 112,938	\$ 182,634	14.12%



Date: September 11, 2018

Prepared By: Dustin Hochreiter, Senior Engineering Technician

Subject: Overview of New Asset Management System for Yucaipa Valley Water District

The District needs a new Asset Management System (AMS) as a result of the current Computerized Maintenance Management System (CMMS) not being up to the industry standard. A new AMS will streamline the process of communication throughout the entire District. This communication will eliminate the delay from customer service requests as the current system requires significant data entry in order to update information. The new AMS includes real-time updates for field repairs, as well as real-time work orders from supervisors to crew leaders. In addition, an improved inventory system will allow inventory to be checked out electronically and will immediately record and report the changes in the system. There are many other improvements a new AMS will provide including the amount of staff hours that will be saved by eliminating data entry as well as an improvement to the reporting capability.

The new AMS will also provide connectivity to our new Database Management System (DMS) through ESRI/ArcGIS. This is where our assets currently live and can be accessed for information or pulled in for work order assignments then repairs.

The District staff currently uses an old CMMS software that has served the District well for the past 10 years. With the old software program, we are unable to push or pull any information to any other software that is being used by the District at this time. Any data exchange is performed manually which is very time-consuming.

At this time the District staff proposed to implement the Elements XS Asset Management System by Novotx. Over the past month, the District staff has reviewed demonstrations from four AMS companies and as a group have concluded that the Elements XS would be a superior application for the District. Elements XS has shown the ease of use and the capabilities to push and pull data seamless between other software the District will be using in the future.

The attached contract includes: a onetime fee of \$121,000, which includes data migration, implementation, and training both in person and remotely. The annual cost is \$25,000 for the Elements XS software.

	Year 1	Year 2	Year 3	3 Year Total
Elements XS	\$12,100	\$25,000	\$25,000	\$171,000
Lucity	\$149,570	\$15,375	\$15,759	\$180,704
Cartegraph	\$110,900	\$37,600	\$37,600	\$186,100
Cityworks	\$45,000	\$45,000	\$45,000	\$135,000

Financial Consideration

The cost of the new software is \$21,875 per year with a one-time professional services fee of \$35,465. The 2018-19 budget includes funding for \$2,400 for a current software that will no longer be utilized. Funding for the new software will be split from the Water and Sewer Funds, Administrative Services Departments [GL Account #xx-5-06-54005]. The increased cost was not included in the 2018-19 approved budget and will be included in a future budget adjustment.

Elements XS

Year 1	Year 2	Year 3	3 Year total
\$121,000	\$25,000	\$25,000	\$171,000

Lucity

Year 1	Year 2	Year 3	3 Year total
\$149,570	\$15,375	\$15,759	\$180,704

Cartegraph

Year 1	Year 2	Year 3	3 Year total
\$110,900	\$37,600	\$37,600	\$186,100

Cityworks

Year 1	Year 2	Year 3	3 Year total
\$45,000	\$45,000	\$45,000	\$135,000

Cityworks cost is software only. Integration not included in the price.



Asset & Work Management Software

Project Sales Agreement for the Yucaipa Valley Water District

Yucaipa, CA

8/29/2018

Novotx, L.L.C.

1436 Legend Hills Drive

Suite 335

Clearfield, UT 84015

Tom Toronto, GISP | Novotx

801.209.4842

tom@novotx.com



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Asset & Work Management Software

Project Sales Agreement

<p>Yucaipa Valley Water District (YVWD) 17601 Pilkington Road 2nd St. Yucaipa, CA 92399</p>	<p>Dustin Hochreiter, Senior Engineering Technician dhochreiter@yvwd.us 909.797.5118</p>
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Payment Terms

Payment terms are outlined below.

Item	Description	Rate	Amount	Term
Elements XS Enterprise License	Unlimited Users Paid Annually	\$25,000/yr	\$25,000/yr	Due upon contracting. Rate guaranteed for 3 years. Afterwards, rate increases based on consumer price index. (Typically, 1-3%)
Implementation & Training Services	80 Billable Days	\$1,200/day	\$96,000	50% (\$48,000) due upon contracting. Remaining 50% (\$48,000) due upon project acceptance.

Total Due Up Front: \$73,000

Total Due Upon Project Acceptance: \$48,000

Total Due Each Year (3 year term): \$25,000

A detailed description of costs associated with the software and implementation/training services is outlined below:

Software	Rate	Total
Elements XS Site License (3 Year Term)	\$25,000	\$25,000
Training & Implementation Services	Estimated Days	
80 Billable Days (\$1200 per day), includes project management, business requirements and analysis work, GIS configuration, report generation, training, certified product testing, Go-live support, post Go-live support, and all items listed below.		
Description of Services		
Installation and server configuration of Elements XS product suite. Includes, Elements XS application, admin tools, workflow designer, workflow processor, report designer, and analytics designer.	2	\$2,400
GIS integration. Server connection to GIS layers within enterprise database.	2	\$2,400
Water, Sewer, Recycled Water Operations Department Integration: <ul style="list-style-type: none"> Service Order design with YVWD staff input/forms Workflow design with YVWD staff input/forms Integration of PM workflows of well pumps, booster pumps, reservoirs, plant/facilities Testing/Revisions of workflows 	20	\$24,000
Public Works Integration:	10	\$12,000

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Page 3



<ul style="list-style-type: none"> Integration of staff input/forms of workflows Water/Sewer collection systems Service Order, Tracking, PM, workflow design for: Water Leaks, Fire Hydrant flushing/testing/maintaining, valves, meters, street repairs 		
Inventory: <ul style="list-style-type: none"> Warehouse integration for main warehouse, treatment plant and wastewater 	5	\$6,000
Fleet Integration for Preventative Maintenance <ul style="list-style-type: none"> Trucks, Tractors, etc 	5	\$6,000
General Training on all workflows, system, functionality, reporting, fleet, inventory	10	\$12,000
Reports/Dashboards: <ul style="list-style-type: none"> Installation, Integration and configuration of templates based on input from staff at YVWD Report generation/testing/revisions 	8	\$9,600
Caselle Integration	1	\$1,200
Granite Integration	4	\$4,800
Fuel Integration	6	\$7,200
Maintenance Connection Migration	7	\$8,400
Total Services	80 Billable Days	\$96,000
Total Software and Services (Year 1)		\$121,000

Estimated Project Schedule

The table below indicates an estimated schedule for the project. Note that this estimation may change based on customer availability, unforeseen migration/integration issues with third party software, or other items that may arise.

Phase	Description	Weeks
Phase 1 - Planning & Design	Kickoff Meeting, Project & Technical Planning, Installation	4-6
Phase 2 - Configuration	GIS Integration & App Configuration	8-12
Phase 3 - Deployment	Training / Round 1(Introductory Training)	1
	User Testing Period	2
	Corrections / Adjustments / Optimization	1
	Training / Round 2 (Intermediate Training)	1
	User Testing Period	2
	Corrections / Adjustments / Optimization	2
	Training / Round 3 (Go Live Preparation)	1
	User Testing / Acceptance	2
	Total Estimated Time from Start to Project Acceptance	



Implementation Details

Implementation services in this proposal include the following:

- Software installation
- Configuration of Service Order (Work Orders, Service Requests, etc.) Templates and supporting components
- Workflow design and development for
 - Relating Service Orders to GIS Features
 - Creating and Integrating drawing tools into business processes
- Data imports as discussed for materials and associated rates, as well as existing software in place (Maintenance Connection, etc.)
- Includes integrations of Caselle Billing platform, Granite, Fuel tracking software
- Reports and analytics configuration to support business requirements for calculating and comparing employee labor and material costs
- Staff training for items detailed above
- Annual maintenance includes technical support, troubleshooting on platform. (Included in annual maintenance fee on a yearly basis)

This proposal does not include the following services:

- Additional training (administrative or other) beyond what has been detailed above
- GIS consulting services
- Workflow design and or development outside of items detailed above, additional agreements can be established based on need afterwards.

Terms of Sale

Company has ordered and agrees to purchase from Novotx the products and services defined under this Sales Agreement at the listed quantities and rates. Upon receipt of an executed Sales Agreement Novotx shall ship all products to the Company address and contact defined above and services shall be scheduled and initiated.

Company acknowledges that Novotx's products and services are subject to the terms and conditions of a separate Software License Agreement between the Company and Novotx unless they are contrary to this Agreement. Novotx hereby disclaims all representations and warranties with respect to any product which is not manufactured or otherwise created by Novotx, whether express, implied or statutory including but not limited to, any warranties of merchantability, fitness for a particular purpose, title or non-infringement.

Payment for products and services shall be made by the Company based on the Payment Terms defined in the Sales Agreement. Company understands and agrees that it is responsible for paying any sales, use, excise or transaction taxes with respect to the products and services under this Sales Agreement. If Company is tax exempt, company shall provide Novotx with such tax exemption documentation. If Company is not tax exempt or does not provide exemption documentation, Novotx shall invoice for such applicable taxes on each invoice. If Novotx does not invoice sales or similar taxes to Company and such taxes are ultimately determined to be due by a government entity or court of law, Company agrees to pay in full all such taxes, including any applicable interest or penalties. In the event the tax exemption documentation provided by the Company is disallowed or deemed invalid, Company agrees to pay in full all such taxes, including any applicable interest or penalties.

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Page 5



Additional Transaction Terms

ESRI's ArcGIS for Server Standard together with ArcGIS Desktop Standard or higher is required for this Elements XS deployment. The pricing here does not include this software and the Customer is responsible for purchasing, installing, and maintaining these applications.

Additional consulting or services beyond the scope of this sales agreement will be billed at \$1,200 per day; any additional fees beyond the scope of this agreement will require separate Sales Agreements and must be approved by the Customer prior to performing the services. Hourly service rates are \$150 per hour for services that require less than 1 day. Services beyond the scope of this agreement include:

- Any scripts, interfaces, reports or program code requested by the Licensee, other than Program Modifications to the Elements XS applications that provide specific functionality uniquely designed for the Licensee
- Consulting services for Custom Applications or Custom Programming performed specifically for the Licensee
- System acceptance will begin when customer provides written confirmation that the project has been completed to their satisfaction.

All fees are non-refundable and Elements XS will cease to be operational if perpetual license fees are not renewed.

Quote Expiration

This quote is valid for 30 days.

Execution Instructions

Execute each page, date, and email to tom@novotx.com

The undersigned has purchasing authority for the Company above and agrees to purchase the products and services listed.

Name _____
 Title _____
 Signature _____
 Date _____



Lucity, Inc.
 10561 Barkley Street, Suite 100
 Overland Park, KS 66212
 Phone # 913-341-3105

Quotation

Prepared For
Yucaipa Valley Water District Dustin Hochreiter

Date	8/14/2018
Quote #	88645

Project

Description	Qty	Rate	Total
LucityAM Site License (17k Water/20K Sewer Connections)		75,000.00	75,000.00T
Initiation	2	150.00	300.00T
IT/GIS Audit	6	180.00	1,080.00T
Installation	4	150.00	600.00T
Progress (Remote Project Management)	64	150.00	9,600.00T
Kickoff Meeting/Discovery Workshop	16	225.00	3,600.00T
Configuration Functional Groups	48	225.00	10,800.00T
Configuration	40	150.00	6,000.00T
Interface Control Document for Finance/HR External Integrations	12	150.00	1,800.00T
Interface GIS Feature Classes - (Water/Sewer/Street Centerline)	36	180.00	6,480.00T
*Data Conversion from Maintenance Connection Data (Water/Sewer/Plant)	80	150.00	12,000.00T
Testing (Support Remote)	12	150.00	1,800.00T
Onsite Training	48	200.00	9,600.00T
Remote Training	16	135.00	2,160.00T
Direct Expenses		8,750.00	8,750.00T
Constant Connection Program (Annual Support & Maintenance)	0	15,000.00	0.00T
NOTES:			
- Estimate only for data conversion.			
- Constant Connection Program			
* Year 1 begins twelve (12) months after software installation			
* Year 1 fee is twenty percent (20%) of total amount of software license fees for products covered under the Program			
* Fees in subsequent years subject to annual increase of two and one-half percent (2.5%)			
PURCHASE TERMS:			
1. Above quoted prices are good for sixty (60) days from date of quote.			
2. Above prices are in U.S. dollars. Sales tax is an estimate only at the time.			
3. License fees for any Lucity GIS solutions do not include Esri software.			
4. Invoice terms are net due upon receipt. Finance charges at the maximum allowable rate will be incurred 30 days from invoice date.			
5. Shipping and handling is included.			
6. Solutions that are priced "per install" do not include the cost of the device or any further software that may be required to run the Lucity program.			
Out-of-state sale, exempt from sales tax		0.00%	0.00
Total			\$149,570.00

Purchase Agreement

Cartegraph is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **Yucaipa Valley Water District** (hereinafter referred to as “**Customer**”) and **Cartegraph Systems LLC** (hereinafter referred to as “**Cartegraph**”). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement differ from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

Customer Bill To:	Customer Ship To:
Yucaipa Valley Water District 12770 2 nd Street Yucaipa, CA 92399	Same

Investment Summary

The Addendums attached hereto, include:

Addendum A – Support Services

Addendum B – Field Services

Cartegraph’s proposed fees for this project are included in the summary below.

Today’s Date: August 21, 2018

Signature December 28, 2018
Expiration Date:

Purchase #PA908
Agreement No.:

	Purchase Type	Qty.	Unit Price	Total Price
YEAR 1				
SOLUTIONS				
Cartegraph OMS Platform by Domain	Water Domain Subscription, On-Premise, On-Premise Fee Included	1	\$13,000.00	\$13,000.00
Cartegraph OMS Platform by Domain	Facilities Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Sewer Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Transportation Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$6,000.00	\$6,000.00
Cartegraph OMS Extension	Advanced Resources Management Subscription	1	\$4,000.00	\$4,000.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,500.00	\$5,000.00
FIELD SERVICES				
Implementation Services	Fixed Fee Service	1	\$64,900.00	\$64,900.00
<i>ESTIMATED EXPENSES</i>				\$8,400.00
YEAR 1 SUB-TOTAL				\$110,900.00

#PA908, Yucaipa Valley Water District, CA

YEAR 2				
SOLUTIONS				
Cartegraph OMS Platform by Domain	Water Domain Subscription, On-Premise, On-Premise Fee Included	1	\$13,000.00	\$13,000.00
Cartegraph OMS Platform by Domain	Facilities Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Sewer Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Transportation Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$6,000.00	\$6,000.00
Cartegraph OMS Extension	Advanced Resources Management Subscription	1	\$4,000.00	\$4,000.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,500.00	\$5,000.00
YEAR 2 SUB-TOTAL				\$37,600.00
YEAR 3				
SOLUTIONS				
Cartegraph OMS Platform by Domain	Water Domain Subscription, On-Premise, On-Premise Fee Included	1	\$13,000.00	\$13,000.00
Cartegraph OMS Platform by Domain	Facilities Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Sewer Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Platform by Domain	Transportation Domain Subscription, On-Premise, On-Premise Fee Included	1	\$3,200.00	\$3,200.00
Cartegraph OMS Extension	Advanced Asset Management Subscription	1	\$6,000.00	\$6,000.00
Cartegraph OMS Extension	Advanced Resources Management Subscription	1	\$4,000.00	\$4,000.00
Cartegraph OMS Users	User Pack Subscription – 5 Named Users	2	\$2,500.00	\$5,000.00
YEAR 3 SUB-TOTAL				\$37,600.00
TOTAL COST (3-YEAR TERM)				\$186,100.00

NOTES:

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Offline with Cartegraph for iPad is not included in this price.
- Hosting includes 50G of available file storage. If additional storage is required, the Customer can purchase in 50G increments.

Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

1. **Delivery:** Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.
2. **Services Scheduling:** Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.
3. **Solutions Invoicing:** The Fee for Solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:
 - a. \$37,600.00 due upon execution of the Purchase Agreement.
 - b. \$37,600.00 due 15 days prior to 1st year anniversary of term start date.
 - c. \$37,600.00 due 15 days prior to 2nd year anniversary of term start date.
4. **Field Services Invoicing:** Invoicing for the Field Services fee shall occur upon the acceptance of this Purchase Agreement and shall be invoiced as follows:
 - a. Invoicing for the Field Services will be due as follows:
 - i. 25% upon execution of the Purchase Agreement
 - ii. 25% at the completion of the assessment/delivery, or 3 months from execution of Purchase Agreement, whichever is sooner
 - iii. 25% at the completion of the test deployment, or 4 months from execution of Purchase Agreement, whichever is sooner
 - iv. 25% at the completion production deployment, or 6 months from execution of Purchase Agreement, whichever is sooner
5. **Expenses:** In providing the services included in this Purchase Agreement, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
6. **Payment Terms:** All payments are due Net 30 days from start date of invoice.

BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT, WHICH CAN BE REVIEWED AT: <https://www.cartegraph.com/solutions-agreement/>. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

CARTEGRAPH: Cartegraph Systems LLC

CUSTOMER: Yucaipa Valley Water District

By _____
(Signature)

By _____
(Signature)

Mitch Bradley

(Type or print name)

(Type or print name)

Title SVP of Sales & Marketing

Title _____

Date _____

Date _____

#PA908, Yucaipa Valley Water District, CA

Cartegraph Systems LLC
Addendum A - Support Services
Cartegraph Support and Training Services – Scope of Work

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:

1. Support Services

a. Campus – www.cartegraph.com/campus

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step guides, videos, and more.

b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT.

c. Secure, Live Remote Support

If your challenge requires a more hands-on approach, we have the remote support tools to fix it. Let one of our Support Team members directly interact with your system to find a fast, effective solution.

2. Training & Education Services

a. Convenient Online Resources

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

b. Customer Led User Groups

Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

3. Releases & Upgrades

a. New Releases

Be the first to know about all new Cartegraph releases, enhancements, and upgrades.

- i.** Your cloud-hosted site will be automatically upgraded by our System Consultants after the release is available. This way, you'll experience increased system performance while gaining timely access to the latest features and functionality.
- ii.** For your on-Premises Installation, our Technical Consultants will work with your organization's IT staff to receive the latest software release in a timely manner. This way, you'll experience increased system performance while gaining prompt access to the latest features and functionality

b. Hot Fixes

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.

Cartegraph Systems LLC

Addendum B - Field Services (Fee for Service)

Cartegraph Field Services – Scope of Work

The Field Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum B, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

Cartegraph OMS – Implementation Scope of Work

Implementation of the Operations Management System (OMS) includes the following professional services:

Setup

- Cartegraph will provide a review, typically up to two (2) hours, of our technical specifications with your technical staff to answer any questions and verify your environment is ready for the software's installation.
- Cartegraph will guide your technical staff through the installation and setup of Cartegraph software in your test and/or production environment.
- Cartegraph will provide an overview, up to two (2) hours, of Cartegraph and ArcGIS Online user-based logins and User/Role functionality.
- Cartegraph will provide a template file to be utilized by your staff to populate Roles and Users to be utilized for OMS.
- Cartegraph will utilize the template to create users and roles in OMS. (Note: Subsequent User and/or Role changes will be your administrator's responsibility.)
- Cartegraph will provide documentation and guidance, up to four (4) hours, for your technical GIS staff to configure Esri Basemap Services for OMS integration. Guidance will be geared towards OMS/Esri integration functionality and requirements.
- Cartegraph will setup the OMS Platform, including the Request, Work, Resource, and Asset Management areas of the software. *Asset Management solutions will be setup for all solutions referenced in the Assets section of the scope unless otherwise noted.*

Consulting

- Cartegraph will provide a three-day (3-day) onsite requirement gathering workshop to increase our understanding of your business and functional goals. Through workshops and interviews, Cartegraph will identify best fit scenarios for OMS and provide a brief including any challenges as well as recommendations for OMS best practices relevant to your implementation.

Training

- Cartegraph will provide remote train-the-trainer training, up to four (4) hours, on overall system navigation and functionality to help familiarize your staff with the software environment and its common functions. Training topics include:
 - Dashboards
 - Logins/Permission
 - Layers
 - Filters
 - Maps
 - Grids
 - System Navigation
 - Views (List & Detail)

Addendum B

- Standard Reports
 - Attachments
 - Requests, Work, Assets, Resources, Reports, and Administrator Tabs
- Cartegraph will provide remote train-the-trainer training, up to two (2) hours, on OMS Esri integration functionality. Training topics include:
 - OMS Esri integration configuration options
 - Integration functionality (basemap and feature)
 - Overall Esri integration requirements, considerations, and Cartegraph recommended best practices
 - Cartegraph will provide a three-day (3-day) onsite "train-the-trainer" training event. The training agenda will be defined and agreed upon by both Cartegraph and your project manager. Topics may include any of the following:
 - Request Management:
 - Requests
 - Requesters
 - Task Creation from Requests
 - Issue library (including settings such as Applies to Asset and Non-Location)
 - Cartegraph recommended best practices for Request and Requester Management
 - Work Management:
 - Create Task(s) (Asset/Non-Asset)
 - Assignments (Add, Edit, Remove)
 - Task Menu Actions
 - Related Work Items
 - Create Work Order
 - Associate Task to WO
 - Repeat Work Orders
 - Work Order Menu Actions
 - Enter Resources
 - Timesheets
 - Activity library (including settings such as Applies to Asset, Inspection, Key Dates, Cost, and Productivity)
 - Cartegraph recommended best practices for Work Management
 - Asset Management:
 - Asset Details
 - Inspections
 - Linked assets (if applicable)
 - Container/Component Relationships (if applicable)
 - Cartegraph recommended best practices for Asset Management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.
 - Resource Management:
 - Resource Details
 - Labor/Equipment Rates
 - Material Management (Stock, Usage, Adjustments)
 - Vendor Price Quotes
 - Cartegraph recommended best practices for Resource Management
 - Cartegraph for iPad and Cartegraph One:
 - Overall system functionality (Navigation, Interface, Maps, Attachments, Sorting)
 - Work Management
 - Create and Update Tasks (Asset/Non-Asset)
 - Assign Tasks

Addendum B

- Enter Resources
 - Inspections
 - Asset Management
 - Create and Update Assets
 - Request Management
 - View and Update Requests
 - View Requester information
 - Create Task from Request
 - Cartegraph recommended best practices for mobile device use
- Fleet Management:
 - Preventative Maintenance
 - Task Management
 - Vehicle Replacement Ratings (VRR) Equipment Detail information
 - Fleet Reports
 - Cartegraph recommended best practices for Fleet Management
- Administrator:
 - Administrator:
 - User Administration, Role Administration, Asset Administration, Record Filter Administration, Import/Export, Scheduled Process Log, Error Log
 - Settings:
 - System Settings, Map Administration, Geocode Settings, GIS Integration settings, Asset Color Manager
 - Manager:
 - Layout Manager, Library Manager, Preventative Maintenance, Asset Condition Manager, Notification Manager, Structure Manager
- Cartegraph will provide remote train-the-trainer training, up to six (6) hours, on OMS Reporting functionality. Training topics include:
 - Security/Roles
 - Report Designer
 - Report Types, Report Styling, Filtering\Parameters, Basic Formulas, Grouping/Sorting
 - Report Viewer
 - Reporting best practices and solution tips/tricks.

Extensions

- Cartegraph will provide remote train-the-trainer training, up to twelve (12) hours, on Advanced Resources functionality. Training topics include:
 - Material Locations
 - Material Transfers
 - Material Orders
 - Settings:
 - Vendor Price Quotes
 - Re-order points
 - Cartegraph recommended best practices for advanced resource management
- Cartegraph will provide remote train-the-trainer training, up to eight (8) hours, on Advanced Asset functionality. Training topics include:
 - Preventative Maintenance
 - Performance Management
 - Prediction Groups
 - Minimum Condition Groups

Addendum B

- Activities and Impacts
- Criticality Factor
- Install/Replaced Dates
- Cartegraph recommended best practices for advanced asset management

To avoid redundancy, and to utilize service time efficiently, training may cover a subset of the assets listed in the Asset section of the scope.

Go-Live Support

- Cartegraph will provide a three-day (3-day) onsite event for Go-Live Support. The agenda will be defined, and agreed upon, by both your and Cartegraph's project managers. Topics may include any of the following:
 - Refresher training for items listed in the scope of work
 - Software and process support for staff during production roll out
 - Field, Layout, and Report configuration guidance, if applicable

Data Services

- Cartegraph will provide one test and one production data load service through standard import/export functionality. Cartegraph will provide template documents for data population. Once populated by your staff, Cartegraph will load the data into your test or production OMS environment. Data loads may include data such as:
 - Parent level asset records
 - Asset location (spatial x/y) attributes
 - Parent level resource (Labor, Equipment Material, Vendor) records
 - Resource Rate (Labor, Equipment, Material) records
 - Standard system libraries
- Cartegraph will provide one test and one production custom data conversion service for your historical data listed below:
 - Maintenance Connection data related to: Assets, Work History, Inspection History
 - For the custom data conversion service(s) listed above, Cartegraph will provide:
 - A review of the historical data along with recommendations for OMS best fit.
 - A field map workshop, which will identify where and how historical data will appear within OMS
 - A test conversion service to facilitate data conversion validation and testing
 - One revision of the field map used for the test conversion service
 - A production conversion service utilizing the final, approved field map

All data must be accessible to Cartegraph from a SQL DB, SQL View, Access DB or Comma Delimited File.

Assets

Asset implementation includes the following professional services:

- Cartegraph will provide installation and training on the following thirty-six (36) asset types:
 - Sewer (7)
 - Sewer Facility; Sewer Manhole; Sewer Pump; Sewer Force Main; Sewer Lateral; Sewer Cleanout; Sewer Main

Addendum B

- Water (9)
 - Water Facility; Water Backflow; Water Pump; Water Valve; Water Lateral; Water Main; Water Meter; Water Storage Tank; Water Hydrant
 - Facilities (7)
 - Facilities; Electrical Generators; Facility Lighting; Fire Protection; HVAC Equipment; Plumbing Fixtures; Roofing Systems
 - Other (13)
 - Pavement; Pavement Area; Landscaped Area; Well-Head Pumps; Booster Pumps; Chemical Feed Pumps; Recycled Water Distribution; Drinking Water Distribution; Pressure Management Valves; Air Valves; Isolation Valves; Brine Line; Brine Disposal
- Cartegraph will provide up to five (5) field configurations for each asset type listed above.

Cartegraph will provide all services remotely via audio, video, and web conferences unless otherwise noted.

Customer Responsibility

For the project, you will be responsible for appointing a dedicated project manager that will be responsible for:

- Reviewing the implementation scope of work
- All internal aspects of the project including, but not limited to, internal change management, internal documentation, staff coordination, task completion, and schedule commitment
- Ensuring all scheduled meetings are attended by invited staff
- Partnering with the Cartegraph Project Manager to ensure project success
- Providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems

Exclusions

The following service items are not included in the scope of this project:

- Implementation of any custom modification or integration developed by Cartegraph, your internal staff, or any third-party is not included in the scope of this project unless specifically listed above.
- Data conversion services from other software system(s) or sources (including Cartegraph Navigator databases) are not included in the scope of this project unless specifically listed above.
- Any service items discussed during demonstrations, conference calls, or other events are not included in the scope of this project unless specifically listed above.

Addendum B

Customer/Cartegraph Responsibilities

Project representatives from Customer and Cartegraph accepts responsibility for all aspects of project planning, management, and execution not specifically identified as the responsibility of Cartegraph in the Agreement or in the Purchase Agreement. Ongoing management of the day-to-day allocation of Customer and Cartegraph resources and management of project tasks is the responsibility of the Customer and Cartegraph project representatives. Customer and Cartegraph project representatives will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed in this Purchase Agreement, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under Field Services, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer Users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is required to supervise the installation process while systems are accessible to Cartegraph. All hardware and software, for both personal computers and servers, is expected to be available, installed, and operating as specified in Cartegraph's system requirements documentation such that delivery and execution of Cartegraph Field Services will not be impeded.
3. Customer and Cartegraph understand that the successful performance of Field Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation, including a dedicated project manager responsible for reviewing the implementation scope of work, ensuring all attended meetings are attended by invited staff, and providing leadership and insight on all relevant internal issues such as policy/procedure, organizational structure, project stakeholders, technical architecture, data, and current systems. Customer responsibility also includes internal documentation, internal change management, task completion, staff coordination and schedule commitment.
4. Customer will provide Internet access and IT staff support as required. For those services that are web-based, Cartegraph utilizes WebEx Meeting (or similar) technology.
5. Customer shall ensure that their workstation platform and database meet Cartegraph system requirements as specified in the Cartegraph System Requirements documentation. Solutions will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. Cartegraph will discontinue support of its Solutions within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.
6. Customer agrees to work with Cartegraph to schedule Field Services in a timely manner. All undelivered Field Services shall expire 365 days from the execution of this Purchase Agreement, unless noted differently in Services Scope listed above. Upon expiration of services, the project may be cancelled at Cartegraph's discretion.

Not-to-Exceed Purchase Agreement

Cartegraph will not exceed the total included in this Purchase Agreement without written approval from Customer. In the event it becomes apparent to Cartegraph that additional Service will be needed due to any changes in the scope of this Purchase Agreement, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional Services are required.

Addendum B



Azteca Systems, LLC
 11075 South State Street, Suite 24
 Sandy, UT 84070
 Corporate Main 801-523-2751
 Corporate Fax 801-523-3734

Pricing Quotation

Quote Number 00002731 Created Date 7/30/2018
 Expiration Date 10/30/2018

Contact Info

Contact Name Dustin Hochreiter Prepared By Emily Davies
 Company Name Yucaipa Valley Water District Email edavies@cityworks.com
 Phone (909) 797-6118
 Email dhochreiter@yvw.d.us

Product Code	Product	Quantity	Sales Price	Total Price
CW.ELAAMSSTA.Tier1	ELA - Server AMS STANDARD	1.00	\$45,000.00	\$45,000.00
		Total Price	\$45,000.00	
		Grand Total	\$45,000.00	

Support Period Notes and Amounts

Support Notes #1 Year 1 Support Amount \$45,000.00
 Support Notes #2 Year 2 Support Amount \$45,000.00
 Support Notes #3 Year 3 Support Amount \$45,000.00

Notes

Quote Notes Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:
 Office
 Tablet
 Respond
 Mobile Native Apps (for iOS/Android)

—Includes the following Add-ons:
 Storeroom
 Equipment Checkout
 Contracts
 Cityworks for Excel
 Cityworks Analytics for AMS
 eURL (Enterprise URL)
 Workload
 Web Hooks
 Local Government Templates (LGT)
 Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

Annual fee herein is based on 25,001 - 50,000 connections range

AZTECA SYSTEMS QUOTATION TERMS AND CONDITIONS COPYRIGHT 1995 - 2018

All quotations are valid for ninety-days (90) from the date above, unless otherwise stated in this quotation form. All prices quoted are in USD, unless specifically provided otherwise, above. These prices and terms are valid only for items purchased for use and delivery within the United States.

Unless otherwise referenced, this quotation is for the Cityworks software referenced above only. Pricing for implementation services



Azteca Systems, LLC
11075 South State Street, Suite 24
Sandy, UT 84070
Corporate Main 801-523-2751
Corporate Fax 801-523-3734

(installation, configuration, training, etc.), or other software applications is provided separately and upon request.

The procurement, installation and administration of the Esri software utilized in conjunction with Cityworks will be the responsibility of the customer.

The procurement, installation and administration of the RDBMS utilized in conjunction with Cityworks will be the responsibility of the customer. Currently, Cityworks supports Oracle and SQL Server.

The procurement, installation and administration of the infrastructure (hardware and networking) utilized in conjunction with Cityworks will be the responsibility of the customer.

This quotation information is confidential and proprietary and may not be copied or released other than for the express purpose of the current system selection and purchase. This information may not be given to outside parties or used for any other purpose without written consent from Azteca Systems, LLC.

Order Process

The order process is initiated when Azteca Systems receives either a Purchase Order with invoicing instructions or some form of advance payment. Additional documents will be required including, the Cityworks Software License Agreement, Addendums to the software license agreement, and Cityworks Site Profile to complete your order. The need for these documents may vary by the type of software ordered or generally accepted industry practices. Please consult your Account Representative for assistance. If delivery must be expedited, please notify your Account Representative.

To expedite your order, please reference this quotation number.

Software Licensing

All Azteca Systems software offered in this quotation are commercial off-the-shelf (COTS) software developed at private expense, and is subject to the terms and conditions of the "Cityworks Software License Agreement" and any and all addendums or amendments thereto. A fully executed copy of the Software License Agreement and any addendum(s) is required before delivery and installation.

These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee, client, licensee, or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Delivery

Allow thirty-days (30) from Azteca System's receipt of the Purchase Order, signed Software License Agreement, Maintenance Addendum, and other documents, as required.

Delivery method is by way of download through Azteca Systems, LLC customer support web portal.

Payment Terms

Net thirty (30) days.

Taxes

Prices quoted do not include any applicable state, sales, local, or use taxes unless so stated. In preparing your budget and/or Purchase Order, please allow for any applicable taxes, including, sales, state, local or use taxes as necessary. Azteca Systems reserves the right to collect any applicable sales, use or other taxes tax assessed by or as required by law. Azteca Systems reserves the right to add any applicable tax to the invoice, unless proof with the order is shown that your organization or entity is tax exempt or if it pays any applicable tax directly.

Accepted by: _____

Title _____

_____/_____/_____
Date



Date: September 11, 2018
From: Joseph Zoba, General Manager
Subject: Overview of a Request for Proposals for 2019 Public Relations and Outreach Services

On March 8, 2018, the Board of Directors discussed the implementation of a public relations and outreach program that would include the following elements:

- **Public Relations and Outreach** - Plan and implement a program to gain and enhance the District's presence involving:
 - Social media;
 - Website refresh and upgrades;
 - Video clips;
 - Summary of the District's operations;
 - Historical information; and
 - Near real-time press releases.

On April 3, 2018, the Board of Directors authorized the preparation of a historical summary of the Yucaipa Valley Water District with Crider Public Relations. The material generated from the historical summary will be used to prepare videos and social media clips in the future.

The District staff has been working on the preparation of a Request for Proposals for additional public relations and outreach work. The draft version of the Request for Proposals is provided for your review.



Request for Proposals

2019 Public Relations and Outreach Services

Proposal No. 1809xx

**Response Due and Public Bid Opening
Wednesday, _____, 2018 at 2:00 p.m.**

Yucaipa Valley Water District
12770 Second Street
Yucaipa, California 92399

Yucaipa Valley Water District Contract Administrators and District Liaison:

Kathryn Hallberg, Implementation Manager
khallberg@yvwd.us - Phone (909) 790-3303

Yucaipa Valley Water District (the "District" or "District") is accepting proposals for public relations and outreach services from qualified firms ("Proposers") to assist with the preparation of various marketing products such as press releases, illustrations, videos, brochures, and informational documents.

This is not a commitment to procure this work, but a request for proposals and the costs to complete the work. The District will decide to proceed based on the proposal pricing submitted.

The final date for submitting a bid proposal is Wednesday, _____, 2018 at 2:00 pm to Kathryn Hallberg, 12770 Second Street, Yucaipa, California 92399.

Your proposal envelope must be sealed and clearly marked "**Public Relations and Outreach Services Proposal 1809xx**".

The District reserves the right to accept or to reject any and all bids proposals, to waive any irregularities and to make an award that is determined by the District to be in the best interest of the Yucaipa Valley Water District.

Proposals must comply with the proposal requirements provided herein. Proposals will be evaluated and ranked by District staff members. Proposers must be willing to sign an agreement with the terms and conditions shown in the District's Proposed Professional Services Agreement attached as Exhibit C.

All questions must be put in writing and sent via email and must be received by 5:00 p.m. on _____, 2018. Should it be found by the District that the point in question is not clearly and fully set forth in the RFP, the District will issue a written addendum clarifying the matter, which will be posted on the District's website and sent by email to individuals registered with the District Liaison provided on the title page of this document. Please note that the District will not be responsible for mailing any addenda. Proposers are encouraged to check the website regularly since each Proposer will be responsible for downloading the RFP and all addenda.

Interviews may be scheduled for proposers selected based on criteria in the RFP. The District reserves the right to postpone the interview date, or cancel an interview, at its sole discretion. Proposers shall be notified in advance of any such postponement or cancellation.

Scope of Services

The Yucaipa Valley Water District ("District") is looking for a cost effective, creative approach for communicating with and engaging its customers. The District's Implementation Managers will serve as the lead for public relations and outreach activities. The purpose of the consultant is to assist and augment public relations and outreach support.

The consultant retained shall support the objectives listed below:

- A. Create and maintain a positive public perception of the Yucaipa Valley Water District with emphasis on reliable, high quality, and affordable water supply.
- B. Provide outreach communications in support of the Yucaipa Valley Water District's

programs, including but not limited to water conservation, water quality, recycled water, and proposed capital improvement projects.

- C. Engage the community on the benefits and goals of Yucaipa Valley Water District's strategic initiatives such as the recycled water facilities, water resource management, and the Water Supply Renewal Project.

It is important to cover all facets of water supply and water conservation; however, the Yucaipa Valley Water District believes considerable focus should also be placed on public engagement and facilitation of the Proposition 218 process for setting water rates and fees, water quality reporting, graphic design, and media production. The approach should also include outreach and education, including but not limited to public service announcements, fliers, newsletters, workshops, social media, video and photos, website, and other public relations mediums to encourage water use efficiency and a better understanding of the Yucaipa Valley Water District.

Tasks to support objectives of the public relations and outreach program should include but are not limited to the following:

Communication Services

- Plan and implement a program to gain and enhance the District's presence involving:
 - Social media;
 - Website refresh and upgrades;
 - Video clips;
 - Summary of the District's operations;
 - Historical information; and
- Develop news releases, media advisories, articles, website content and fact sheets for District events, initiatives, projects, and services.
- Develop a series of new customer on-boarding engagement email messages and content about the District services, meetings, and service options.
- Develop a communication strategy, electronic material, and mailing notices in compliance of Proposition 218 based on draft rate adjustments provided by District.
- Prepare, develop, and produce up to twenty-four (24) three-minute videos about the following services and activities by the District:
 - Brine disposal;
 - Cross-connection needs and issues;
 - Dual-plumbing requirements for new homes;
 - Emergency preparedness;
 - Environmental protection;
 - General water issues;
 - Geographical Information Systems (GIS);
 - Operations and maintenance activities;
 - Recycled water fill station;
 - Recycled water recharge;
 - Recycled water;
 - Reverse osmosis needs and opportunities;
 - Science, technology, engineering, and math (STEM) in the water/sewer industry;
 - Sewer collection;
 - Sewer treatment;
 - State Water Project partners (SBVMWD and SGPWA);

- Sustainability goals;
- Water supply sources; and
- Water/sewer operator certifications.
- An additional five videos may be requested for assorted topics during the fiscal year.
 - Videos to maintain the same theme, branding, color scheme in a raw and finished format.
 - Two videos are expected to be produced per month starting in January 2019.
- Develop and implement a communication strategy, material, and videos for informing and training recycled water customers that purchase or rent dual-plumbed homes.
- Provide crisis communication counsel as necessary
- Provide Spanish translation services for targeted communications pieces

Consultants are encouraged to reply in any way they deem necessary to show a uniqueness of approach; knowledge of the Yucaipa Valley Water District's service area and customer base; and a complete understanding of the complex issues associated with Proposition 218 process for setting rates and fees. Consultants are further encouraged to describe how they would assist the Yucaipa Valley Water District in accomplishing a successful customer outreach campaign that paves a favorable perception of the agency out into the future.

Special Considerations:

1. Yucaipa Valley Water District owns all rights to generated, produced draft and final materials in native file formats, including intellectual property rights.
2. All products will be provided in electronic formats.
3. This is a single-year effort ending in December 2019. The contract may be followed by two, one (1) year extensions in accordance with approved budgets and specific task approvals by the Board of Directors.

Proposal Requirements

- A. Work Plan and Methodology - Describe the firm's approach to the project. The proposal should set forth a detailed work plan for completing tasks including a tentative schedule with milestones and product deliverables.
- B. Project Staffing - Identify the Project Manager and responsibilities of each project team member. Provide a resume of each team member including relevant experience in conducting assessments of agencies responsible for public communication and outreach, especially on the local government level.

In the event of proposed staff changes, the District will require that replacement staff meet the same level of qualifications and equivalent rates as the staff submitted. The Yucaipa Valley Water District reserves the right to approve or reject replacements.

- C. Related Experience - Describe recent and relevant experience of the firm in conducting communications assessments of water districts responsible for public communications, as

well as other major relevant projects within the past three years. Provide a minimum of three references including the name of the client, description of work done, dates of the project, primary client contact including the address and telephone number, name of the firm's Project Manager and members of the project team. Finalists will be asked to provide samples of public communication and citizen involvement studies completed by the firm in the past three years.

- D. Proposed Cost - Provide the total cost for the project, including fees, reimbursables, and number of hours estimated to be spent on each major work task. The Yucaipa Valley Water District shall not, in any event, be liable for any pre-contractual expenses incurred by respondents in preparation of the proposals, and respondents shall not include any such expenses as part of their proposal. The Yucaipa Valley Water District shall also not be responsible for any associated fees with regard to insurance, licenses, or taxes.
- E. Written Agreement - Should the proposer desire to take exception to any term or condition set forth in the RFP, said exception must be clearly identified in the response to the RFP. Selected consultant must be willing to enter into a written agreement with the Yucaipa Valley Water District to provide all services specified in the RFP. Consultant must also be able to secure appropriate professional insurance as required by the District.

Evaluation Process and Criteria

- A. Each respondent shall meet the requirements as stated in this request for proposal. Total bottom-line costs must be stated in your document. No additional "add-on" charges after the proposal opening will be allowed.
- B. Award criteria will include, but is not limited to:
- Qualifications, capabilities, and experience of the firm and individuals performing the engagement.
 - Step by step approach to the engagement and detailed schedule for completion.
 - Completeness and responsiveness of the proposal submitted.
 - Reference verification.
 - All costs pertaining to the engagement including travel and miscellaneous expenses.
- C. The Yucaipa Valley Water District may waive any informality, irregularity, or error in a proposal or in the process for obtaining proposals.
- D. The Yucaipa Valley Water District reserves the right to reject any proposal submitted which is not in substantial compliance with the requirements set forth in the Request for Proposals.
- E. The Yucaipa Valley Water District reserves the right to reject all proposals and cancel the proposal process.

- F. The proposal deemed most advantageous to the Yucaipa Valley Water District will be awarded the contract (even though it may not be the proposal with the lowest proposed fee). The District reserves the right to select portions of the proposal based on the fee quoted for each major task.
- G. Determination of acceptance shall be based on the judgment of the District staff.

General Information and Requirements

- A. Receiving Office: Sealed proposals will be accepted until Wednesday, _____, 2018 at 2:00 pm by Kathryn Hallberg, Implementation Manager, 12770 Second Street, Yucaipa, California 92399. Bid proposal envelopes must be sealed and clearly marked "**Public Relations Proposal 1809xx**". Late proposals will not be accepted. Facsimile responses will not be accepted. If the proposal is sent by overnight carrier, proposal is to be within a sealed envelope inside the overnight letter pack.
- B. Rejection of Proposals: The District reserves the right to accept or reject any or all proposals received as a result of this request. The District shall not be obligated to award a contract solely on the basis of any response made to this Request for Proposal, nor does District intend to, nor will it be obligated to pay for the information solicited or obtained.
- C. Incurred Consultant Costs: District will not be liable for any costs incurred by Consultants or other respondents to this Request for Bid Proposals, prior to issuance of an agreement, contract, or other similar acquisition documents.
- D. Qualification: The selected Consultant shall have a proven record of performing work of a similar nature to the project described for a minimum of three (3) years. The Consultant may be required to submit the names of three (3) references and include the name of the entity, contact person, telephone number and a brief description. Include an outline describing company's profile and ability to perform the work.
- E. Other Provisions: The Consultant shall list any other criteria or requirements to delineate responsibility for any additional items/tasks to be completed by either District or Consultant. These shall be in addition to those previously detailed or explained in this Request for Proposals.
- F. Contract Terms: If awarded the Contract, the undersigned agrees to start work on this project within fifteen (15) working days or as otherwise directed by the District Liaison (or designee) in accordance with these specifications.
- G. Insurance: The Consultant shall indemnify and hold harmless Yucaipa Valley Water District and all his officers, agents and employees' representatives all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Consultants or their employees or by or in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in the work or by or on account of any act or omission, neglect, or misconduct of the said Consultant.

Consultant, at their expense, must maintain during the term of any subsequent contract the following insurance:

- Broad form General Liability Insurance (occurrence basis only) with minimum limits of \$1 million dollars per occurrence and \$1 million dollars aggregate.
- Workers' Compensation and Employer's Liability Insurance, California statutory limits of liability.
- Each Consultant shall take out and maintain during the life of this contract Workers' Compensation Insurance for all employees employed at the site of the project and, in case any of the work is sublet, the Consultant shall require the sub-Consultant to provide such insurance. Proof of compliance with the Workers' Compensation Laws and Social Security Laws shall be filed with and kept in full force and effect on file with the County at all times, until all the work on the project provided to be done under this contract has been fully and finally completed. This shall be an absolute responsibility and duty of the Consultant, who agrees to indemnify and save harmless the County from any contributions or taxes or liability thereof.
- Comprehensive Automobile Liability (including hired and non-owned vehicles) with California no-fault coverage, with minimum limits for bodily injury of \$500,000 each person and \$1 million dollars each accident and with minimum limits for property damage of \$500,000 each accident.

Insurance policies must name the Consultant as the insured, along with Yucaipa Valley Water District as additional insured, and must not be canceled or materially changed without at least 30 days prior notice from the Consultant to Yucaipa Valley Water District. The Consultant must submit certificates evidencing the insurance to Yucaipa Valley Water District at the time the Consultant executes the contract, and at least 15 days prior to the expiration dates of expiring policies.

Certificates of Insurance acceptable to Yucaipa Valley Water District shall be filed with Yucaipa Valley Water District prior to commencement of the work. The Consultant agrees that its insurance carriers waive subrogation against Yucaipa Valley Water District, its agents, or employees with respect to any loss covered by the Consultant's insurance.

- H. Freedom of Information Act: Information submitted in Consultant proposals becomes public information and as such is subject to public disclosure and review under the California Freedom of Information Act. Information contained in the Consultant's proposal which is company confidential must be clearly identified in the proposal itself.

- Exhibit A -

**Professional Services Agreement for
2019 Public Relations and Outreach Services**

This Professional Services Agreement ("Agreement") is entered into to be effective as of _____, 2018 ("Effective Date") by and between the following parties (sometimes referred to herein individually as "Party" and collectively as "Parties"):

District	Consultant
Yucaipa Valley Water District 12770 Second Street Post Office Box 730 Yucaipa, California 92399 Attention: Joseph Zoba, General Manager Telephone: (909) 797-5119 x2	_____ _____ _____ _____ Attention: _____ Telephone: _____ Tax ID: _____
District Liaison	Consultant Liaison
Name _____ Title _____	Name _____ Title _____

NOW, THEREFORE, in consideration of the promises and mutual benefits, which will result to the Parties in carrying out the terms of this Agreement, it is mutually agreed as follows:

1. **Scope of Work.** Consultant agrees to furnish necessary professional and technical services to accomplish those elements outlined in the Scope of Work attached hereto as "Attachment A", and by this reference made a part of this Agreement.
 - A. The Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all design, drawings, specifications, and other services furnished by the Consultant under this Agreement, including the work performed by its Subconsultants. Where approval by the District is indicated, it is understood to be conceptual approval only and does not relieve the Consultant of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omissions, noncompliance with industry standards, and/or negligence on the part of the Consultant or its Subconsultants.
 - B. Consultant is responsible for the quality of work prepared under this Agreement and shall ensure that all work is performed to the standards of best engineering practice for clarity, uniformity, and completeness. In the event that work is not performed to the satisfaction of the District and does not conform to the requirements of this Agreement or any applicable industry standards, the Consultant shall, without additional compensation, promptly correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services

D. Limitation of Costs.

If, at any time, Consultant estimates the cost of performing the services described in Consultant's Proposal will exceed the not-to-exceed amount of the Agreement, including approved additional compensation, Consultant shall notify the District immediately, and in writing. This written notice shall indicate the additional amount necessary to complete the services. Any cost incurred in excess of the approved not-to-exceed amount, without the express written consent of the District's authorized representative shall be at Consultant's own risk. This written notice shall be provided separately from, and in addition to any notification requirements contained in the Consultant's invoice and monthly progress report. Failure to notify the District that the services cannot be completed within the authorized not-to-exceed amount is a material breach of this Agreement.

E. Reallocation of Total Compensation.

The District, by its General Manager, shall have the right to approve a reallocation of the incremental amounts constituting the total compensation, provided that the total compensation is not increased.

3. Payment

A. Monthly Invoice.

Consultant shall include in its monthly invoice, a detailed breakdown of costs associated with the performance of any corrections or revisions of the work for that invoicing period. Consultant shall allocate costs in the same manner as it would for payment requests as described in this Section of the Agreement. Consultant shall warrant and certify the accuracy of these costs and understand that submitted costs are subject to Audit Provisions as provided herein.

B. If the District determines that the work under this Agreement or any specified project element hereunder, is incomplete and that the amount of payment is in excess of:

- i. The amount considered by the District's Liaison to be adequate for the protection of the District; or
- ii. The percentage of the work accomplished for each project element.

The District Liaison may, at the District's sole discretion, retain an amount equal to that which insures that the total amount paid to that date does not exceed the percentage of the completed work for each project element or the project in its entirety.

4. California Department of Industrial Relations ("DIR") Registration and Record of Wages

- A. To the extent Consultant's employees and/or subconsultants who will perform work for which Prevailing Wage Determinations have been issued by the DIR and as more specifically defined under Labor Code Section 1720 et seq, Consultant

and subconsultants shall comply with the registration requirements of Labor Code Section 1725.5. Pursuant to Labor Code Section 1771.4, the Work is subject to compliance monitoring and enforcement by the DIR.

- B. The Consultant and subconsultants shall maintain accurate payroll records and shall comply with all the provisions of Labor Code Section 1776 and shall submit payroll records to the Labor Commissioner pursuant to Labor Code Section 1771.4(a) (3). Penalties for non-compliance with the requirements of Section 1776 may be deducted from progress payments per Section 1776.
- C. Pursuant to Labor Code Section 1776, the Consultant and subconsultants shall furnish a copy of all certified payroll records to District and/or general public upon request, provided the public request is made through District, the Division of Apprenticeship Standards, or the Division of Labor Enforcement of the Department of Industrial Relations.
- D. The Consultant and subconsultants shall comply with the job site notices posting requirements established by the Labor Commissioner per Title 8, California Code of Regulation Section 16461(e).

5. Insurance

A. General

- i. Insurance shall be issued and underwritten by insurance companies acceptable to the District.
- ii. Insurers must have an "A-" Policyholder's Rating, or better, and Financial Rating of at least Class VIII, or better, in accordance with the most current A.M. Best's Guide Rating. However, the District will accept State Compensation Insurance Fund, for the required policy of Worker's Compensation Insurance subject to the District's option to require a change in insurer in the event the State Fund financial rating is decreased below "B". Further, the District will require Consultant to substitute any insurer whose rating drops below the levels herein specified. Said substitution shall occur within twenty (20) days of written notice to Consultant, by the District or its agent.
- iii. Coverage shall be in effect prior to the commencement of any work under this Agreement.

B. General Liability

The Consultant shall maintain, during the life of this Agreement, including the period of warranty, Commercial General Liability Insurance written on an occurrence basis providing the following minimum limits of liability coverage:

- i. One Million Dollars (\$1,000,000) per occurrence with One Million Dollars (\$1,000,000) aggregate. Said insurance shall include coverage for the following hazards: broad form property damage, blanket contractual liability, independent Consultant liability, mobile equipment, owners and

Consultant protective liability, and cross liability and severability of interest clauses. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement(s).

C. Umbrella Excess Liability

The minimum limits of general liability and Automotive Liability Insurance required, as set forth herein, shall be provided for through either a single policy of primary insurance or a combination of policies of primary and umbrella excess coverage. Umbrella excess liability coverage shall be issued with limits of liability which, when combined with the primary insurance, will equal the minimum limits for general liability and automotive liability.

D. Automotive / Vehicle Liability Insurance

The Consultant shall maintain a policy of Automotive Liability Insurance on a comprehensive form covering all owned, non-owned, and hired automobiles, trucks, and other vehicles providing the following minimum limits of liability coverage: Combined single limit of One Million Dollars (\$1,000,000) or alternatively, One Million Dollars (\$1,000,000) per person for bodily injury and One Million Dollars (\$1,000,000) per accident for property damage. A statement on an insurance certificate will not be accepted in lieu of the actual additional insured endorsement.

E. Workers' Compensation Insurance

The Consultant shall provide such Workers' Compensation Insurance as required by the Labor Code of the State of California in the amount of the statutory limit, including Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence. Such Worker's Compensation Insurance shall be endorsed to provide for a waiver of subrogation in favor of the District. A statement on an insurance certificate will not be accepted in lieu of the actual endorsements unless the insurance carrier is State of California Insurance Fund and the identifier "SCIF" and endorsement numbers 2570 and 2065 are referenced on the certificate of insurance. If an exposure to Jones Act liability may exist, the insurance required herein shall include coverage for Jones Act claims.

F. Cancellation Notice

Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice. The policy shall not be cancelled until thirty (30) days after written notice is given to the District except for nonpayment of premium, which shall require not less than ten (10) days written notice to the District. Should there be changes in coverage or an increase in deductible or SIR amounts, the Consultant shall send to the District a certified letter which includes a description of the changes in coverage and/or any increase in deductible or SIR amounts. The certified letter must be received by the District as soon as practicable if the change would reduce coverage or increase deductibles or SIR amounts or otherwise reduce or limit the scope of insurance coverage provided to the District.

G. Subconsultants

The Consultant shall be responsible to establish insurance requirements for any Subconsultant hired by the Consultant. The insurance shall be in amounts and types reasonably sufficient to deal with the risk of loss involving the Subconsultant's operations and work.

H. Limits are Minimums

If the Consultant maintains higher limits than any minimums shown above, then District requires and shall be entitled to coverage for the higher limits maintained by Consultant.

6. Scope Changes.

In the event of a change in the Scope of Work, requested by District, the parties hereto shall execute an amendment to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional Consultant's fees.

7. Project Team and Subconsultants.

Consultant shall provide to District, prior to execution of this Agreement, the names and full description of all Subconsultants and Consultant's project team members anticipated to be used on this project by Consultant. Consultant shall include a description of the scope of work to be done by each Subconsultant and each Consultant's project team member. Consultant shall include the respective compensation amounts for Consultant and each Subconsultant on a per-project-element basis, broken down as indicated in Section 2 - Compensation.

8. Legal Relationship Between Parties

The legal relationship between the parties hereto is that of an independent Consultant and nothing herein shall be deemed to make Consultant an employee of the District.

9. Notices

All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid. Notices shall be mailed to the District and Consultant as provided above.

All communication regarding the Scope of Work, will be addressed to the Project Liaison. Direction from other District's staff must be approved in writing by the District's Liaison prior to action from the Consultant.

10. Termination

The District may terminate this Agreement at any time, without cause, upon giving thirty (30) days written notice to Consultant. In the event of such termination, Consultant shall be entitled to compensation for work performed on a prorated basis through and including

the effective date of termination.

Consultant shall be permitted to terminate this Agreement upon thirty (30) days written notice only if Consultant is not compensated for billed amounts in accordance with the provisions of this Agreement, when the same are due.

Notice of termination shall be mailed to the District and/or Consultant in accordance with the Notices provisions contained herein.

11. Documents and Study Materials

The documents and study materials for this project shall become the property of the District upon the termination or completion of the work. Consultant agrees to furnish to the District copies of all memoranda, correspondence, computation, and study materials in its files pertaining to the work described in this Agreement.

12. Compliance

Consultant certifies by the execution of this Agreement that it pays employees not less than the minimum wage as defined by law, and that it does not discriminate in its employment with regard to race, color, religion, sex or national origin; that it is in compliance with all federal, state and local directives and executive orders regarding non-discrimination in employment; and that it agrees to demonstrate positively and aggressively the principle of equal opportunity in employment.

13. Agreement Execution Authorization

Both the District and Consultant do covenant that each individual executing this document by and on behalf of each party is a person duly authorized to execute agreements for that party.

14. Dispute Resolution

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), or similar organization or entity conducting alternate dispute resolution services.

15. Attorney's Fees, Costs and Necessary Disbursements

If any action at law or in equity or if any proceeding in the form of an Alternative Dispute Resolution (ADR) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

16. Progress Reports

Monthly progress reports shall be submitted for review by the tenth day of the following month and must include as a minimum:

- Current activities,
- Future activities,

- Potential items that are not included in the Scope of Work,
- Concerns and possible delays,
- Percentage of completion, and
- Budget status.

17. Indemnification

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense and with legal counsel approved by the District, which approval shall not be unreasonably withheld), protect and hold harmless the District and all of District's officers, directors, employees, Consultants, and agents (collectively the "Indemnified Parties"), from and against any and all claims, damages, liabilities, causes of action, suits, arbitration awards, losses, judgments, fines, penalties, costs and expenses including without limitation, reasonable attorneys' fees, disbursements and court costs, and all other professional, expert or Consultants fees and costs and the District's general and administrative expenses (individually, a "Claim", or collectively, "Claims") which may arise from or are in any manner related, directly or indirectly, to any work performed, or any operations, activities, or services provided by Consultant in carrying out its obligations under this Agreement to the extent of the negligent, recklessness and/or willful misconduct of Consultant, its principals, officers, agents, employees, Consultant's suppliers, Consultants, subconsultants, subConsultants, and/or anyone employed directly or indirectly by any of them. Notwithstanding the foregoing, nothing herein shall be construed to require Consultant to indemnify the Indemnified Parties from any Claim arising from:

- A. The sole or active negligence or willful misconduct of the Indemnified Parties; or
- B. A natural disaster or other act of God, such as an earthquake; or
- C. The independent action of a third party who is neither one of the Indemnified Parties nor the Consultant, nor its principal, officer, agent, employee, nor Consultant's supplier, Consultant, subconsultant, subConsultant, nor anyone employed directly or indirectly by any of them.

The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement.

18. Force Majeure

Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

19. Independent Consultant.

- A. **Status.** The Parties hereby acknowledge that in rendering the Services provided hereunder, Consultant shall be deemed to be an independent Consultant and shall not be deemed in any way an agent, partner or joint venturer of the District. Consultant acknowledges and agrees that, as an independent Consultant, it is solely responsible for the payment of any and all taxes and/or assessments imposed on account of payment to Consultant or the performance of Services by Consultant pursuant to this Agreement.
- B. **Agency Restrictions.** Consultant understands and agrees that Consultant shall not represent itself to third parties to be the agent, employee, partner or joint venturer of the District. Furthermore, Consultant shall not make any statements on behalf of or otherwise purporting to bind the District in any contract or otherwise related agreement. Consultant further agrees and acknowledges that Consultant does not have the authority to and shall not sign any contract on behalf of the District or any of its subsidiaries or affiliates. Consultant shall not obligate the District or any of its subsidiaries or affiliates to do any other act that would bind the District or any of its subsidiaries or affiliates in any manner.

20. **Miscellaneous.**

- A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.
- B. **No Third-Party Beneficiaries.** This Agreement shall not confer any rights or remedies upon any person or entity other than the Parties and their respective successors and permitted assigns.
- C. **Succession.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns.
- D. **Headings.** The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement
- E. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. Venue for any suit, action or proceeding shall exist exclusively in the courts having jurisdiction over the County of San Bernardino.
- F. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.
- G. **Waivers.** No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty

or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence.

- H. Amendment. Except as expressly provided otherwise herein, this Agreement may not be amended without the express written consent of both Parties.
- I. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
- J. Release of Information and Advertising. Consultant shall not, without the prior written consent of District, make any news release or other public disclosure regarding this Project.
- K. Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation.
- L. Attorneys' Fees. If any legal action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, reasonable expert witness fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

IN WITNESS WHEREOF, the Parties have executed is Agreement to be effective on the day and year first above written.

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By: _____, Board President

CONSULTANT

Dated: _____ By: _____

Print Name: _____

Print Title: _____

Attachment A - Scope of Work

Attachment B - Fee Proposal

Attachment C - Schedule

DRAFT

Director Comments



Yucaipa Valley Water District

Adjournment



Yucaipa Valley Water District



FACTS ABOUT THE YUCAIPA VALLEY WATER DISTRICT

Service Area Size: 40 square miles (sphere of influence is 68 square miles)

Elevation Change: 3,140 foot elevation change (from 2,044 to 5,184 feet)

Number of Employees: 5 elected board members
62 full time employees

Operating Budget: Water Division - \$13,397,500
Sewer Division - \$11,820,000
Recycled Water Division - \$537,250
Total Annual Budget - \$25,754,750

Number of Services: 12,434 water connections serving 17,179 units
13,559 sewer connections serving 20,519 units
64 recycled water connections

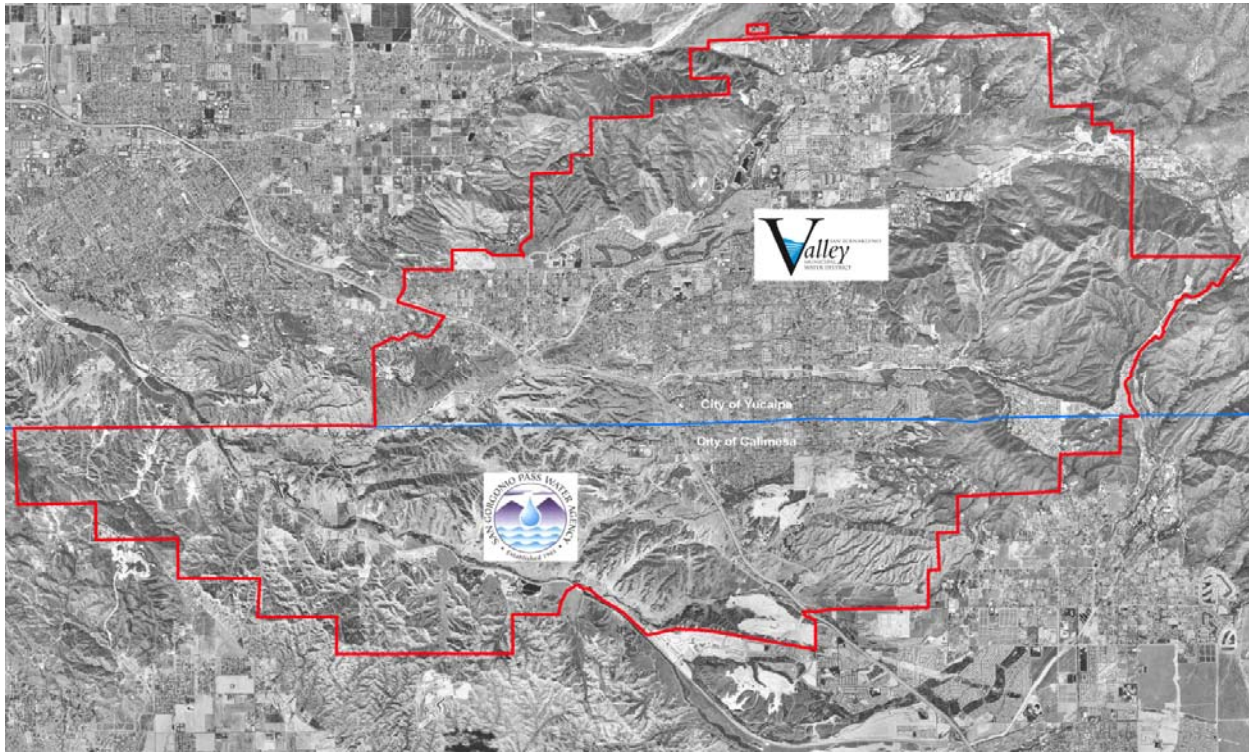
Water System: 215 miles of drinking water pipelines
27 reservoirs - 34 million gallons of storage capacity
18 pressure zones
12,000 ac-ft annual water demand (3.9 billion gallons)
Two water filtration facilities:
- 1 mgd at Oak Glen Surface Water Filtration Facility
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

Sewer System: 8.0 million gallon treatment capacity - current flow at 4.0 mgd
205 miles of sewer mainlines
5 sewer lift stations
4,500 ac-ft annual recycled water prod. (1.46 billion gallons)

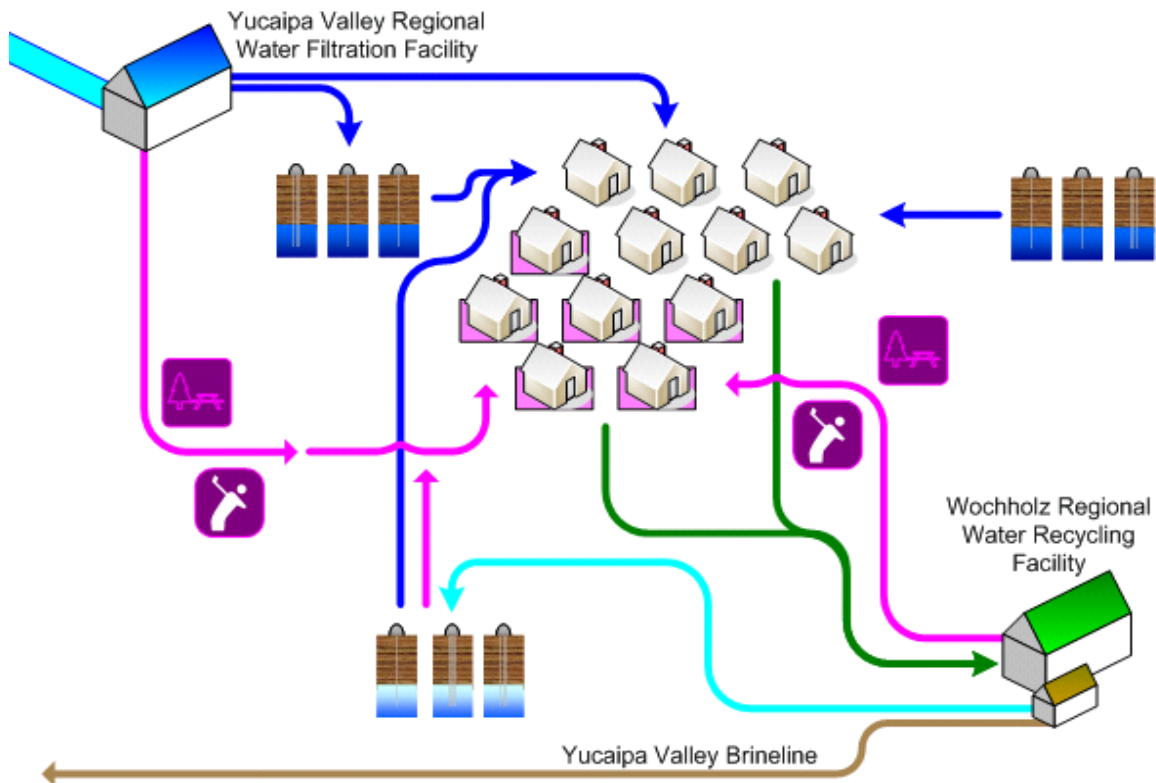
Recycled Water: 22 miles of recycled water pipelines
5 reservoirs - 12 million gallons of storage
1,200 ac-ft annual recycled demand (0.4 billion gallons)

Brine Disposal: 2.2 million gallon desalination facility at sewer treatment plant
1.108 million gallons of Inland Empire Brine Line capacity
0.295 million gallons of treatment capacity in Orange County

State Water Contractors: San Bernardino Valley Municipal Water District
San Geronimo Pass Water Agency



Sustainability Plan: A Strategic Plan for a Sustainable Future: The Integration and Preservation of Resources, adopted on August 20, 2008.





THE MEASUREMENT OF WATER PURITY

One part per hundred is generally represented by the percent (%).
This is equivalent to about fifteen minutes out of one day.

One part per thousand denotes one part per 1000 parts.
This is equivalent to about one and a half minutes out of one day.

One part per million (ppm) denotes one part per 1,000,000 parts.
This is equivalent to about 32 seconds out of a year.

One part per billion (ppb) denotes one part per 1,000,000,000 parts.
This is equivalent to about three seconds out of a century.

One part per trillion (ppt) denotes one part per 1,000,000,000,000 parts.
This is equivalent to about three seconds out of every hundred thousand years.

One part per quadrillion (ppq) denotes one part per 1,000,000,000,000,000 parts.
This is equivalent to about two and a half minutes out of the age of the Earth (4.5 billion years).





GLOSSARY OF COMMONLY USED TERMS

Every profession has specialized terms which generally evolve to facilitate communication between individuals. The routine use of these terms tends to exclude those who are unfamiliar with the particular specialized language of the group. Sometimes jargon can create communication cause difficulties where professionals in related fields use different terms for the same phenomena.

Below are commonly used water terms and abbreviations with commonly used definitions. If there is any discrepancy in definitions, the District's Regulations Governing Water Service is the final and binding definition.

Acre Foot of Water - The volume of water (325,850 gallons, or 43,560 cubic feet) that would cover an area of one acre to a depth of 1 foot.

Activated Sludge Process – A secondary biological sewer treatment process where bacteria reproduce at a high rate with the introduction of excess air or oxygen, and consume dissolved nutrients in the wastewater.

Annual Water Quality Report - The document is prepared annually and provides information on water quality, constituents in the water, compliance with drinking water standards and educational material on tap water. It is also referred to as a Consumer Confidence Report (CCR).

Aquifer - The natural underground area with layers of porous, water-bearing materials (sand, gravel) capable of yielding a supply of water; see Groundwater basin.

Backflow - The reversal of water's normal direction of flow. When water passes through a water meter into a home or business it should not reverse flow back into the water mainline.

Best Management Practices (BMPs) - Methods or techniques found to be the most effective and practical means in achieving an objective. Often used in the context of water conservation.

Biochemical Oxygen Demand (BOD) – The amount of oxygen used when organic matter undergoes decomposition by microorganisms. Testing for BOD is done to assess the amount of organic matter in water.

Biosolids – Biosolids are nutrient rich organic and highly treated solid materials produced by the sewer treatment process. This high-quality product can be used as a soil amendment on farm land or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

Catch Basin – A chamber usually built at the curb line of a street, which conveys surface water for discharge into a storm sewer.

Capital Improvement Program (CIP) – Projects for repair, rehabilitation, and replacement of assets. Also includes treatment improvements, additional capacity, and projects for the support facilities.

Collector Sewer – The first element of a wastewater collection system used to collect and carry wastewater from one or more building sewer laterals to a main sewer.

Coliform Bacteria – A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere and is generally used as an indicator of sewage pollution.

Combined Sewer Overflow – The portion of flow from a combined sewer system, which discharges into a water body from an outfall located upstream of a wastewater treatment plant, usually during wet weather conditions.

Combined Sewer System– Generally older sewer systems designed to convey both sewage and storm water into one pipe to a wastewater treatment plant.

Conjunctive Use - The coordinated management of surface water and groundwater supplies to maximize the yield of the overall water resource. Active conjunctive use uses artificial recharge, where surface water is intentionally percolated or injected into aquifers for later use. Passive conjunctive use is to simply rely on surface water in wet years and use groundwater in dry years.

Consumer Confidence Report (CCR) - see Annual Water Quality Report.

Cross-Connection - The actual or potential connection between a potable water supply and a non-potable source, where it is possible for a contaminant to enter the drinking water supply.

Disinfection By-Products (DBPs) - The category of compounds formed when disinfectants in water systems react with natural organic matter present in the source water supplies. Different disinfectants produce different types or amounts of disinfection byproducts. Disinfection byproducts for which regulations have been established have been identified in drinking water, including trihalomethanes, haloacetic acids, bromate, and chlorite

Drought - a period of below average rainfall causing water supply shortages.

Dry Weather Flow – Flow in a sanitary sewer during periods of dry weather in which the sanitary sewer is under minimum influence of inflow and infiltration.

Fire Flow - The ability to have a sufficient quantity of water available to the distribution system to be delivered through fire hydrants or private fire sprinkler systems.

Gallons per Capita per Day (GPCD) - A measurement of the average number of gallons of water use by the number of people served each day in a water system. The calculation is made by dividing the total gallons of water used each day by the total number of people using the water system.

Groundwater Basin - An underground body of water or aquifer defined by physical boundaries.

Groundwater Recharge - The process of placing water in an aquifer. Can be a naturally occurring process or artificially enhanced.

Hard Water - Water having a high concentration of minerals, typically calcium and magnesium ions.

Hydrologic Cycle - The process of evaporation of water into the air and its return to earth in the form of precipitation (rain or snow). This process also includes transpiration from plants, percolation into the ground, groundwater movement, and runoff into rivers, streams and the ocean; see Water cycle.

Infiltration – Water other than sewage that enters a sewer system and/or building laterals from the ground through defective pipes, pipe joints, connections, or manholes. Infiltration does not include inflow. See *Inflow*.

Inflow - Water other than sewage that enters a sewer system and building sewer from sources such as roof vents, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connections between storm drains and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. Inflow does not include infiltration. See *Infiltration*.

Inflow / Infiltration (I/I) – The total quantity of water from both inflow and infiltration.

Mains, Distribution - A network of pipelines that delivers water (drinking water or recycled water) from transmission mains to residential and commercial properties, usually pipe diameters of 4" to 16".

Mains, Transmission - A system of pipelines that deliver water (drinking water or recycled water) from a source of supply the distribution mains, usually pipe diameters of greater than 16".

Meter - A device capable of measuring, in either gallons or cubic feet, a quantity of water delivered by the District to a service connection.

Overdraft - The pumping of water from a groundwater basin or aquifer in excess of the supply flowing into the basin. This pumping results in a depletion of the groundwater in the basin which has a net effect of lowering the levels of water in the aquifer.

Peak Flow – The maximum flow that occurs over a specific length of time (e.g., daily, hourly, instantaneously).

Pipeline - Connected piping that carries water, oil or other liquids. See Mains, Distribution and Mains, Transmission.

Point of Responsibility, Metered Service - The connection point at the outlet side of a water meter where a landowner's responsibility for all conditions, maintenance, repairs, use and replacement of water service facilities begins, and the District's responsibility ends.

Potable Water - Water that is used for human consumption and regulated by the California Department of Public Health.

Pressure Reducing Valve - A device used to reduce the pressure in a domestic water system when the water pressure exceeds desirable levels.

Pump Station - A drinking water or recycled water facility where pumps are used to push water up to a higher elevation or different location.

Reservoir - A water storage facility where water is stored to be used at a later time for peak demands or emergencies such as fire suppression. Drinking water and recycled water systems will typically use concrete or steel reservoirs. The State Water Project system considers lakes, such as Shasta Lake and Folsom Lake to be water storage reservoirs.

Runoff - Water that travels downward over the earth's surface due to the force of gravity. It includes water running in streams as well as over land.

Sanitary Sewer System - Sewer collection system designed to carry sewage, consisting of domestic, commercial, and industrial wastewater. This type of system is not designed nor intended to carry water from rainfall, snowmelt, or groundwater sources. See *Combined Sewer System*.

Sanitary Sewer Overflow – Overflow from a sanitary sewer system caused when total wastewater flow exceeds the capacity of the system. See *Combined Sewer Overflow*.

Santa Ana River Interceptor (SARI) Line – A regional brine line designed to convey 30 million gallons per day of non-reclaimable wastewater from the upper Santa Ana River basin to the sewer treatment plant operated by Orange County Sanitation District.

Secondary Treatment – Biological sewer treatment, particularly the activated-sludge process, where bacteria and other microorganisms consume dissolved nutrients in wastewater.

Supervisory Control and Data Acquisition (SCADA) - A computerized system which provides the ability to remotely monitor and control water system facilities such as reservoirs, pumps and other elements of water delivery.

Service Connection - The water piping system connecting a customer's system with a District water main beginning at the outlet side of the point of responsibility, including all plumbing and equipment located on a parcel required for the District's provision of water service to that parcel.

Sludge – Untreated solid material created by the treatment of sewage.

Smart Irrigation Controller - A device that automatically adjusts the time and frequency which water is applied to landscaping based on real-time weather such as rainfall, wind, temperature and humidity.

Special District - A political subdivision of a state established to provide a public services, such as water supply or sanitation, within a specific geographic area.

Surface Water - Water found in lakes, streams, rivers, oceans or reservoirs behind dams.

Total Suspended Solids (TSS) – The amount of solids floating and in suspension in water or sewage.

Transpiration - The process by which water vapor is released into the atmosphere by living plants.

Trickling Filter – A biological secondary treatment process in which bacteria and other microorganisms, growing as slime on the surface of rocks or plastic media, consume nutrients in primary treated sewage as it trickles over them.

Underground Service Alert (USA) - A free service that notifies utilities such as water, telephone, cable and sewer companies of pending excavations within the area (dial 8-1-1 at least 2 working days before you dig).

Urban Runoff - Water from city streets and domestic properties that typically carries pollutants into the storm drains, rivers, lakes, and oceans.

Valve - A device that regulates, directs or controls the flow of water by opening, closing or partially obstructing various passageways.

Wastewater – Any water that enters the sanitary sewer.

Water Banking - The practice of actively storing or exchanging in-lieu surface water supplies in available groundwater basin storage space for later extraction and use by the storing party or for sale or exchange to a third party. Water may be banked as an independent operation or as part of a conjunctive use program.

Water cycle - The continuous movement water from the earth's surface to the atmosphere and back again; see Hydrologic cycle.

Water Pressure - Pressure created by the weight and elevation of water and/or generated by pumps that deliver water to the tap.

Water Service Line - The pipeline that delivers potable water to a residence or business from the District's water system. Typically the water service line is a 1" to 1½" diameter pipe for residential properties.

Watershed - A region or land area that contributes to the drainage or catchment area above a specific point on a stream or river.

Water Table - The upper surface of the zone of saturation of groundwater in an unconfined aquifer.

Water Transfer - A transaction, in which a holder of a water right or entitlement voluntarily sells/exchanges to a willing buyer the right to use all or a portion of the water under that water right or entitlement.

Water Well - A hole drilled into the ground to tap an underground water aquifer.

Wetlands - Lands which are fully saturated or under water at least part of the year, like seasonal vernal pools or swamps.

Wet Weather Flow – Dry weather flow combined with stormwater introduced into a combined sewer system, and dry weather flow combined with infiltration/inflow into a separate sewer system.





COMMONLY USED ABBREVIATIONS

AQMD	Air Quality Management District
BOD	Biochemical Oxygen Demand
CARB	California Air Resources Board
CCTV	Closed Circuit Television
CWA	Clean Water Act
EIR	Environmental Impact Report
EPA	U.S. Environmental Protection Agency
FOG	Fats, Oils, and Grease
GPD	Gallons per day
MGD	Million gallons per day
O & M	Operations and Maintenance
OSHA	Occupational Safety and Health Administration
POTW	Publicly Owned Treatment Works
PPM	Parts per million
RWQCB	Regional Water Quality Control Board
SARI	Santa Ana River Inceptor
SAWPA	Santa Ana Watershed Project Authority
SBVMWD	San Bernardino Valley Municipal Water District
SCADA	Supervisory Control and Data Acquisition system
SSMP	Sanitary Sewer Management Plan
SSO	Sanitary Sewer Overflow
SWRCB	State Water Resources Control Board
TDS	Total Dissolved Solids
TMDL	Total Maximum Daily Load
TSS	Total Suspended Solids
WDR	Waste Discharge Requirements
YVWD	Yucaipa Valley Water District