



# Yucaipa Valley Water District

12770 Second Street, Yucaipa, California 92399 Phone: (909) 797-5117

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## **Notice and Agenda of a Meeting of the Board of Directors**

**Tuesday, September 21, 2021 at 4:00 p.m.**

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Due to the spread of COVID-19 and in accordance with Paragraph 42 of the Governor's Executive Order N-08-21 issued on June 11, 2021 (a copy of which is attached to this agenda), the Yucaipa Valley Water District will be conducting this meeting by teleconference only. Public comments on matters listed on the agenda or on any matter within the District's jurisdiction will be received during Public Comments, Agenda Item No. III.

**This meeting is available by calling (888) 475-4499  
Meeting ID: 676-950-731#**

**Participate in the meeting online at  
<https://zoom.us/j/676950731>  
Passcode: 765589**

**There will be no public physical location for attending this meeting in person. The District's Board meeting room will be closed to the public until further notice.**

If you are unable to participate by telephone, you may submit comments and/or questions in writing for the Board's consideration by sending them to [inquiry@yvwd.us](mailto:inquiry@yvwd.us). Submit your written inquiry prior to the start of the meeting. All public comments received prior to the start of the meeting will be provided to the Board and may be read into the record or compiled as part of the record.

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- I. CALL TO ORDER**
- II. ROLL CALL**

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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](http://www.yvwd.dst.ca.us)

- III. **PUBLIC COMMENTS** - At this time, members of the public may briefly address the Board of Directors on matters within its jurisdiction or on any matter listed on this agenda.
- IV. **CONSENT CALENDAR** - All consent calendar matters are routine and will be acted upon in one motion. There will be no discussion of these items unless board members, administrative staff, or members of the public request specific items to be discussed and/or removed prior to the vote for approval.
  - A. Minutes of Meetings
    - 1. Board Meeting – September 7, 2021
  - B. Payment of Bills
    - 1. Approve/Ratify Invoices for Board Awarded Contracts
    - 2. Ratify General Expenses for August 2021

V. **STAFF REPORT**

VI. **DISCUSSION ITEMS**

- A. Overview of the Yucaipa Valley Water District's Recycled Water System and Proposed Future Enhancements of the System [[Director Memorandum No. 21-153 - Page 61 of 185](#)]  
RECOMMENDED ACTION: Staff Presentation - No Recommendation.
- B. Status Update for the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa [[Director Memorandum No. 21-154 - Page 62 of 185](#)]  
RECOMMENDED ACTION: Staff presentation, no action required.
- C. Overview of a Pipeline Replacement Project in Marondi Drive, City of Calimesa [[Director Memorandum No. 21-155 - Page 64 of 185](#)]  
RECOMMENDED ACTION: Staff Presentation, no action required.
- D. Replacement of Existing Deionized Water System at the Wochholz Regional Water Recycling Facility Laboratory [[Director Memorandum No. 21-156 - Page 67 of 185](#)]  
RECOMMENDED ACTION: That the Board authorize District staff to purchase the LDIRS 03 with SDI Tanks from Evoqua Water Technologies for a sum not to exceed \$9,706 and adopt Resolution No. 2021-47 transferring funds from Sewer Infrastructure Reserves to fund the purchase of the new system.
- E. Authorization to Enter Into a Contract with Bank of America Securities for Investment Banking and Underwriting Services and Stradling, Yocca, Carlson & Rauth for Bond and Disclosure Counsel Services for the Potential Refinancing of District Debt [[Director Memorandum No. 21-157 - Page 92 of 185](#)]  
RECOMMENDED ACTION: That the Board authorize the General Manager to: (1) authorize Bank of America Securities to proceed with the proposed refinancing transaction as the investment banking/underwriting firm for an estimated amount of \$75,333; and (2) authorize Stradling, Yocca, Carlson & Rauth to proceed as bond and disclosure counsel for the proposed refinancing transaction for an estimated amount of \$82,500.
- F. Consideration of Purchasing 8,000 Acre Feet of Imported Water from the San Bernardino Valley Municipal Water District and 900 Acre Feet of Imported Water from the San Gorgonio Pass Water Agency for Direct Delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2021 [[Director Memorandum No. 21-158 - Page 175 of 185](#)]  
RECOMMENDED ACTION: That the Board authorize (1) the purchase of 8,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$1,006,400; and (2) the purchase of 900 acre-feet from the San Gorgonio Pass Water Agency for a sum not to exceed \$359,100.

VII. **BOARD REPORTS & DIRECTOR COMMENTS**

**VIII. ANNOUNCEMENTS**

- A. October 5, 2021 at 6:00 p.m. - Board Meeting
- B. October 19, 2021 at 6:00 p.m. - Board Meeting
- C. November 2, 2021 at 6:00 p.m. - Board Meeting
- D. November 16, 2021 at 6:00 p.m. - Board Meeting
- E. December 7, 2021 at 6:00 p.m. - Board Meeting
- F. December 21, 2021 at 6:00 p.m. - Board Meeting

**IX. CLOSED SESSION**

- A. Existing Litigation - San Timoteo Water Management Authority vs City of Banning, et al.; Riverside County Superior Case No. RIC389197 (Government Code, Section 54956.9(d)(1))
- B. Existing Litigation - Yucaipa Valley Water District vs. vs South Mesa Water Company; San Bernardino County Superior Case No. CIVDS2009681 (Government Code, Section 54956.9(d)(1))

**X. ADJOURNMENT**

**EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA**

**EXECUTIVE ORDER N-08-21**

**WHEREAS** on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

**WHEREAS** since March 2020, the State has taken decisive and meaningful actions to reduce the spread, and mitigate the impacts, of COVID-19, saving an untold number of lives; and

**WHEREAS** as a result of the effective actions Californians have taken, as well as the successful and ongoing distribution of COVID-19 vaccines, California is turning a corner in its fight against COVID-19; and

**WHEREAS** on June 11, 2021, I issued Executive Order N-07-21, which formally rescinded the Stay-at-Home Order (Executive Order N-33-20, issued on March 19, 2020), as well as the framework for a gradual, risk-based reopening of the economy (Executive Order N-60-20, issued on May 4, 2020); and

**WHEREAS** in light of the current state of the COVID-19 pandemic in California, it is appropriate to roll back certain provisions of my COVID-19-related Executive Orders; and

**WHEREAS** certain provisions of my COVID-19 related Executive Orders currently remain necessary to continue to help California respond to, recover from, and mitigate the impacts of the COVID-19 pandemic, including California's ongoing vaccination programs, and the termination of certain provisions of my COVID-19 related Executive Orders during this stage of the emergency would compound the effects of the emergency and impede the State's recovery by disrupting important governmental and social functions; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would continue to prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

**IT IS HEREBY ORDERED THAT:**

**The following provisions shall remain in place and shall have full force and effect through June 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

1) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 10. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 11;
- c. Paragraph 12; and
- d. Paragraph 13.

2) Executive Order N-25-20:

- a. Paragraph 1; and
- b. Paragraph 7, and as applicable to local governments per Executive Order N-35-20, Paragraph 3. Effective July 1, 2021, the waivers in Executive Order N-25-20, Paragraph 7, and Executive Order N-35-20, Paragraph 3, of reinstatement requirements set forth in Government Code sections 7522.56(f) and (g) are terminated.

3) Executive Order N-26-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3;
- d. Paragraph 5;
- e. Paragraph 6; and
- f. Paragraph 7.

4) Executive Order N-27-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

5) Executive Order N-28-20:

- a. Paragraph 3; and
- b. Paragraph 6.

6) Executive Order N-31-20:

- a. Paragraph 1; and
- b. Paragraph 2.

7) Executive Order N-35-20:

- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
- b. Paragraph 4;
- c. Paragraph 6. To the extent the Director exercised their authority pursuant to this provision on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- d. Paragraph 10. The State Bar shall receive the time extension in the aforementioned order for any nomination submitted to the State Bar by the Governor on or before June 30, 2021; and
  - e. Paragraph 11 (as extended and clarified by N-71-20, Paragraph 6). Claims accruing before June 30, 2021 will remain subject to the 120-day extension granted in the aforementioned orders.
- 8) Executive Order N-36-20, Paragraph 1. To the extent the Secretary exercised their authority pursuant to this provision, the Secretary shall allow each facility to resume intake in a manner that clears intake backlog as soon as feasible.
- 9) Executive Order N-39-20:
- a. Paragraph 1. Any facility operating under a waiver pursuant to this provision, memorialized in an All Facilities Letter, may operate pursuant to such a waiver through the stated expiration in the All Facilities Letter or September 30, 2021, whichever occurs first;
  - b. Paragraph 4; and
  - c. Paragraph 7. The leases or agreements executed pursuant to this provision shall remain valid in accordance with the term of the agreement.
- 10) Executive Order N-40-20:
- a. Paragraph 1. For rulemakings published in the California Regulatory Notice Register pursuant to Government Code section 11346.4(a)(5) prior to June 30, 2021, the deadlines in the aforementioned order shall remain extended in accordance with the order;
  - b. Paragraph 2 (as extended and clarified by N-66-20, Paragraph 12, and N-71-20, Paragraph 10). Notwithstanding the expiration of this provision, state employees subject to these training requirements shall receive the benefit of the 120-day extension granted by the aforementioned orders. All required training due on or before June 30, 2021 must be completed within 120 days of the statutorily prescribed due date;
  - c. Paragraph 7 (as extended and clarified by N-66-20, Paragraph 13 and N-71-20, Paragraph 11). With regard to appeals received on or before June 30, 2021, the State Personnel Board shall be entitled to the extension in the aforementioned order to render its decision;
  - d. Paragraph 8. To the extent the deadlines specified in Government Code section 22844 and California Code of Regulations, title 2, sections 599.517 and 599.518 fell on a date on or before June 30, 2021 absent the extension, they shall expire pursuant to the timeframes specified in the aforementioned orders;
  - e. Paragraph 16;
  - f. Paragraph 17; and
  - g. Paragraph 20.
- 11) Executive Order N-45-20:
- a. Paragraph 4;
  - b. Paragraph 8;
  - c. Paragraph 9; and

- d. Paragraph 12. For vacancies occurring prior to June 30, 2021, the deadline to fill the vacancy shall remain extended for the time period in the aforementioned order.

12) Executive Order N-46-20:

- a. Paragraph 1; and
- b. Paragraph 2.

13) Executive Order N-47-20:

- a. Paragraph 2; and
- b. Paragraph 3.

14) Executive Order N-48-20, Paragraph 2 (which clarified the scope of N-34-20).

15) Executive Order N-49-20:

- a. Paragraph 1;
- b. Paragraph 3. For determinations made on or before June 30, 2021, the discharge date shall be within 14 days of the Board's determination; and
- c. Paragraph 4.

16) Executive Order N-50-20, Paragraph 2.

17) Executive Order N-52-20:

- a. Paragraph 6;
- b. Paragraph 7. To the extent an individual has commenced a training program prior to June 30, 2021, that was interrupted by COVID-19, that individual shall be entitled to the extended timeframe in the aforementioned order; and
- c. Paragraph 14; and
- d. Paragraph 16.

18) Executive Order N-53-20:

- a. Paragraph 3;
- b. Paragraph 12 (as extended or modified by N-69-20, Paragraph 10, and N-71-20, Paragraph 27); and
- c. Paragraph 13 (as extended or modified by N-69-20, Paragraph 11, and N-71-20, Paragraph 28).

19) Executive Order N-54-20, Paragraph 7. To the extent the date governing the expiration of registration of vehicles previously registered in a foreign jurisdiction falls on or before June 30, 2021, the deadline is extended pursuant to the aforementioned orders.

20) Executive Order N-55-20:

- a. Paragraph 1. Statutory deadlines related to cost reports, change in scope of service requests, and reconciliation requests occurring on

or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order;

- b. Paragraph 4;
- c. Paragraph 5;
- d. Paragraph 6;
- e. Paragraph 8;
- f. Paragraph 9;
- g. Paragraph 10;
- h. Paragraph 13;
- i. Paragraph 14. Statutory deadlines related to beneficiary risk assessments occurring on or before June 30, 2021 shall remain subject to the extended deadline in the aforementioned order; and
- j. Paragraph 16. Deadlines for fee-for-service providers to submit information required for a Medical Exemption Request extended on or before June 30, 2021 shall remain subject to the extended deadline granted under the aforementioned order.

21) Executive Order N-56-20:

- a. Paragraph 1;
- b. Paragraph 6;
- c. Paragraph 7;
- d. Paragraph 8;
- e. Paragraph 9; and
- f. Paragraph 11.

22) Executive Order N-59-20, Paragraph 6.

23) Executive Order N-61-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 4.

24) Executive Order N-63-20:

- a. Paragraph 8(a) (as extended by N-71-20, Paragraph 40). The deadlines related to reports by the Division of Occupational Safety and Health (Cal/OSHA) and the Occupational Safety & Health Standards Board on proposed standards or variances due on or before June 30, 2021 shall remain subject to the extended timeframe;
- b. Paragraph 8(c). To the extent the date upon which the Administrative Director must act upon Medical Provider Network applications or requests for modifications or reapprovals falls on or before June 30, 2021 absent the extension in the aforementioned order, it shall remain subject to the extended timeframe;
- c. Paragraph 8(e). To the extent filing deadlines for a Return-to-Work Supplement appeal and any reply or responsive papers fall on or before June 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe;
- d. Paragraph 9(a) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for the Labor Commissioner to



issue any citation under the Labor Code, including a civil wage and penalty assessment pursuant to Labor Code section 1741, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;

- e. Paragraph 9(b) (as extended and modified by N-71-20, Paragraph 41);
- f. Paragraph 9(c) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for a worker to file complaints and initiate proceedings with the Labor Commissioner pursuant to Labor Code sections 98, 98.7, 1700.44, and 2673.1, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- g. Paragraph 9(d) (as extended and modified by N-71-20, Paragraph 39). Any deadline setting the time for Cal/OSHA to issue citations pursuant to Labor Code section 6317, that, absent the aforementioned order, would have occurred or would occur between May 7, 2020 and September 29, 2021 shall be extended to September 30, 2021. Any such deadline that, absent the aforementioned order, would occur after September 29, 2021 shall be effective based on the timeframe in existence before the aforementioned order;
- h. Paragraph 9(e) (as extended and modified by N-71-20, Paragraph 41);
- i. Paragraph 10;
- j. Paragraph 12. Any peace officer reemployed on or before June 30, 2021 pursuant to the aforementioned order shall be entitled to the extended reemployment period set forth in the order;
- k. Paragraph 13;
- l. Paragraph 14; and
- m. Paragraph 15 (as extended by N-71-20, Paragraph 36).

25) Executive Order N-65-20:

- a. Paragraph 5 (as extended by N-71-20, Paragraph 35; N-80-20, Paragraph 4; and N-01-21). Identification cards issued under Health and Safety Code section 11362.71 that would otherwise have expired absent the aforementioned extension between March 4, 2020 and June 30, 2021 shall expire on December 31, 2021; and
- b. Paragraph 7.

26) Executive Order N-66-20:

- a. Paragraph 3;
- b. Paragraph 4; and
- c. Paragraph 5.

27) Executive Order N-68-20:

- a. Paragraph 1. Notwithstanding the expiration of the aforementioned order, temporary licenses granted on or before June 30, 2021 shall be valid through September 30, 2021; and
- b. Paragraph 2. Renewal fee payments otherwise due to the to the California Department of Public Health absent the extension in the aforementioned order on or before June 30, 2021, shall be entitled to the extensions of time set forth in the aforementioned order.

28) Executive Order N-71-20:

- a. Paragraph 1;
- b. Paragraph 4;
- c. Paragraph 16. Where the statutory deadline for opening or completing investigations is set to occur on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order; and
- d. Paragraph 17. Where the statutory deadline for serving a notice of adverse action is due on or before June 30, 2021, the deadline shall remain subject to the extension in the aforementioned order.

29) Executive Order N-75-20:

- a. Paragraph 7. Children placed in foster care on or before June 30, 2021 shall receive such examinations on or before July 31, 2021;
- b. Paragraph 8;
- c. Paragraph 9;
- d. Paragraph 10. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the California Department of Public Health, or September 30, 2021, whichever occurs first; and
- e. Paragraph 13.

30) Executive Order N-76-20, Paragraph 3.

31) Executive Order N-77-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

32) Executive Order N-78-20 (as extended and modified by N-03-21):

- a. Paragraph 1; and
- b. Paragraph 2.

33) Executive Order N-83-20:

- a. Paragraph 3. To the extent the Director of the Department of Alcoholic Beverage Control suspends deadlines for renewing licenses upon payment of annual fees on or before June 30, 2021, the extension shall remain valid until the effective expiration;

- b. Paragraph 5 (which repealed and replaced N-71-20, Paragraph 19, which extended N-52-20, Paragraph 1, and N-69-20, Paragraph 3);
- c. Paragraph 6 (which repealed and replaced N-71-20, Paragraph 20, which extended N-52-20, Paragraph 2, and N-69-20, Paragraph 4); and
- d. Paragraph 7 (which repealed and replaced N-71-20, Paragraph 21, which extended N-52-20, Paragraph 3, and N-69-20, Paragraph 5).

34) Executive Order N-84-20:

- a. Paragraph 1;
- b. Paragraph 2;
- c. Paragraph 3; and
- d. Paragraph 5.

**The following provisions shall remain in place and shall have full force and effect through July 31, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

35) Executive Order N-39-20, Paragraph 8 (as extended by N-69-20, Paragraph 2 and N-71-20, Paragraph 8).

36) Executive Order N-53-20, Paragraph 11 (as extended or modified by N-68-20, Paragraph 15, and N-71-20, Paragraph 26).

37) Executive Order N-71-20, Paragraph 25.

38) Executive Order N-75-20:

- a. Paragraph 5; and
- b. Paragraph 6

**The following provisions shall remain in place and shall have full force and effect through September 30, 2021, upon which time they will expire subject to individual conditions described in the enumerated paragraphs below.**

39) State of Emergency Proclamation dated March 4, 2020:

- a. Paragraph 3; and
- b. Paragraph 14. Any facility operating under a waiver pursuant to this provision may operate pursuant to such a waiver through the expiration as set forth by the Department of Social Services, or September 30, 2021, whichever occurs first.

40) Executive Order N-25-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 4.

41) Executive Order N-28-20:

- a. Paragraph 4; and
- b. Paragraph 5.

42) Executive Order N-29-20, Paragraph 3, is withdrawn and replaced by the following text:

Notwithstanding any other provision of state or local law (including, but not limited to, the Bagley-Keene Act or the Brown Act), and subject to the notice and accessibility requirements set forth below, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body or state body. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended.

A local legislative body or state body that holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements set forth below, shall have satisfied any requirement that the body allow members of the public to attend the meeting and offer public comment. Such a body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

Accessibility Requirements: If a local legislative body or state body holds a meeting via teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the body shall also:

- (i) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the Americans with Disabilities Act and resolving any doubt whatsoever in favor of accessibility; and
- (ii) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to subparagraph (ii) of the Notice Requirements below.

Notice Requirements: Except to the extent this Order expressly provides otherwise, each local legislative body and state body shall:

- (i) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in such means of public observation and comment, or any instance prior to the issuance of this Order in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of such means, a body may satisfy this requirement by advertising such means using "the most rapid means of communication available at the time" within the meaning of Government Code, section 54954, subdivision (e); this shall include, but need not be limited to, posting such means on the body's Internet website.

All of the foregoing provisions concerning the conduct of public meetings shall apply through September 30, 2021.

43) Executive Order N-32-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 3.

44) Executive Order N-35-20:

- a. Paragraph 2; and
- b. Paragraph 12.

45) Executive Order N-39-20:

- a. Paragraph 2;
- b. Paragraph 3; and
- c. Paragraph 6.

46) Executive Order N-40-20:

- a. Paragraph 12 (as extended or modified by N-66-20, paragraph 16, N-71-20, paragraph 14, and N-75-20, Paragraph 12). To the extent the Director exercised their authority pursuant to this provision on or before September 30, 2021, the extension shall remain valid until the effective expiration of the applicable waiver; and
- b. Paragraph 18.

47) Executive Order N-42-20.

48) Executive Order N-43-20.

49) Executive Order N-49-20, Paragraph 2.

50) Executive Order N-54-20:

- a. Paragraph 8 (as extended by N-80-20, Paragraph 6); and
- b. Paragraph 9. To the extent any timeframe within which a California Native American tribe must request consultation and the lead agency must begin the consultation process relating to an Environmental Impact Report, Negative Declaration, or Mitigated Negative Declaration under the California Environmental Quality Act extends beyond September 30, 2021, the tribe and lead agency will receive the benefit of the extension so long as the triggering event occurred on or before September 30, 2021.

51) Executive Order N-55-20:

- a. Paragraph 2;
- b. Paragraph 3;
- c. Paragraph 7. All on-site licensing visits which would have been due on or before September 30, 2021 shall occur before December 31, 2021;
- d. Paragraph 11; and
- e. Paragraph 12.

52) Executive Order N-56-20, Paragraph 10 is withdrawn and superseded by the following text:

Paragraph 42 of this Order, including the conditions specified therein, shall apply to meetings held pursuant to Article 3 of Chapter 2 of Part 21 of Division 3 of Title 2 of the Education Code and Education Code section 47604.1(b).

53) Executive Order N-58-20 (as extended by N-71-20, Paragraph 29).

54) Executive Order N-59-20:

- a. Paragraph 1. The sworn statement or verbal attestation of pregnancy must be submitted on or before September 30, 2021 and medical verification of pregnancy must be submitted within 30

working days following submittal of the sworn statement or verbal attestation for benefits to continue;

- b. Paragraph 2 (as extended and modified by N-69-20, Paragraph 14, and N-71-20, Paragraph 31);
- c. Paragraph 3 (as extended and modified by N-69-20, Paragraph 15, and N-71-20, Paragraph 32); and
- d. Paragraph 4 (as extended and modified by N-69-20, Paragraph 16, and N-71-20, Paragraph 33).

55) Executive Order N-63-20:

- a. Paragraph 8(b). To the extent filing deadlines for claims and liens fall on or before September 30, 2021, absent the extension in the aforementioned order, they shall remain subject to the extended timeframe; and
- b. Paragraph 11.

56) Executive Order N-66-20, Paragraph 6.

57) Executive Order N-71-20:

- a. Paragraph 15;
- b. Paragraph 22; and
- c. Paragraph 23.

58) Executive Order N-75-20:

- a. Paragraph 1;
- b. Paragraph 2; and
- c. Paragraph 4.

59) Executive Order N-80-20:

- a. Paragraph 3; and
- b. Paragraph 7.

60) Executive Order N-83-20

- a. Paragraph 2 is withdrawn and replaced by the following text:

The deadline to pay annual fees, including any installment payments, currently due or that will become due during the proclaimed emergency, as specified in Business and Professions Code sections 19942, 19951, 19954, 19955, 19984, and any accompanying regulations is September 30, 2021; the deadlines for submission of any application or deposit fee, as specified in Business and Professions Code sections 19951 (a), 19867, 19868, 19876, 19877, 19942, 19984, and any accompanying regulations is no later than September 30, 2021, or per existing requirements, whichever date is later.

- b. Paragraph 4.

61) Executive Order N-03-21, Paragraph 3, is withdrawn and replaced by the following text:

As applied to commercial evictions only, the timeframe for the protections set forth in Paragraph 2 of Executive Order N-28-20 (and extended by Paragraph 21 of Executive Order N-66-20, Paragraph 3 of Executive Order N-71-20, and Paragraph 2 of Executive Order N-80-20) is extended through September 30, 2021.

**IT IS FURTHER ORDERED** that, as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 11th day of June 2021.



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GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State



# Consent Calendar



Yucaipa Valley Water District

# MINUTES OF A BOARD MEETING - TELECONFERENCE

September 7, 2021 at 4:00 pm

**Directors Present:**

Chris Mann, President  
Lonni Granlund, Vice President  
Jay Bogh, Director  
Joyce McIntire, Director  
Nyles O’Harra, Director

**Staff Present:**

Wade Allsup, Information Systems Specialist  
Jennifer Ares, Water Resource Manager  
Madeline Blua, Water Resource Specialist  
Allison Edmisten, Chief Financial Officer  
Ashley Gibson, Regulatory Compliance Manager  
Mike Kostecky, Operations Manager  
Tim Mackamul, Operations Manager  
Matthew Porras, Implementation Manager  
Mike Rivera, Public Works Manager  
Charles Thomas, Operations Manager  
John Wrobel, Public Works Manager  
Joseph Zoba, General Manager

**Directors Absent:**

None

**Consulting Staff Present:**

Steven Graham, Legal Counsel

**Registered Guests and Others Present:**

Madeline Chen, Ortega Strategies Group  
Larry Smith, San Geronio Pass Water Agency  
Sidney Sonck

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This meeting was available for in person attendance as well as available to the public by calling (888) 475-4499 using passcode 676-950-731 and live presentation material was available at <https://zoom.us/j/676950731> using 765589.

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**CALL TO ORDER**

The regular meeting of the Board of Directors of the Yucaipa Valley Water District was called to order by Chris Mann at 4:00 p.m.

**ROLL CALL**

The roll was called with Director Jay Bogh, Director Lonni Granlund, Director Chris Mann, Director Joyce McIntire, and Director Nyles O’Harra present.

**PUBLIC COMMENTS**

None

## CONSENT CALENDAR

Director Lonni Granlund moved to approve the consent calendar and Director Joyce McIntire seconded the motion.

### A. Minutes of Meetings

1. Board Meeting – August 17, 2021
2. Board Meeting - August 31, 2021

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

## STAFF REPORT

General Manager Joseph provided information about the following items:

- The City of Yucaipa is embarking on a planning effort to facilitate a Yucaipa Valley American Viticulture Area designation for portions of the North Bench. The District staff will provide information to the Board of Directors about future planning meetings to better coordinate future District capital improvement projects.
- The District staff is in the process of assembling our refinancing team to review the current water and sewer financing obligations to see if there is an opportunity to refinance or restructure the debt obligations at this time.

## DISCUSSION ITEMS:

### DM 21-144

CONSIDERATION OF A LEGAL SERVICES AGREEMENT BETWEEN YUCAIPA VALLEY WATER DISTRICT AND COLE HUBER LLP FOR GENERAL COUNSEL SERVICES

General Manager Joseph Zoba presented the legal services agreement between Yucaipa Valley Water District and Cole Huber for general counsel services.

Director Nyles O’Harra moved to authorize the Board President to execute the Legal Services Agreement.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

DM 21-145

PUBLIC HEARING -  
CONSIDERATION OF  
RESOLUTION NO. 2021-46  
AUTHORIZING ACTION IN  
EMINENT DOMAIN

General Manager Joseph Zoba provided an overview of Resolution No. 2021-46 and the need for the temporary construction easement. General Manager Joseph Zoba provided clarification that the recommendation on the meeting agenda incorrectly stated that the proposed action would result in the acquisition of property. The District is only requesting a temporary construction easement.

Director Chris Mann opened the public hearing. After a period of time, Director Chris Mann closed the public hearing after no requests were presented by the public to speak on this topic.

Director Lonni Granlund moved that the Board: (1) adopt Resolution No. 2021-46 a resolution of necessity allowing the District to exercise its power of eminent domain to acquire the Subject Property; (2) authorize and direct the General Manager, or his designee, to perform all acts and take such actions on behalf of the District for the acquisition of the temporary construction easement; and (3) authorize and direct the law firm of Atkinson, Andelson, Loya, Ruud & Romo to prepare, institute, and prosecute to conclusion on behalf of the District a proceeding in eminent domain, or any related proceedings or actions, to acquire the temporary construction easement and to do any and all other things in connection with such proceedings or actions which in their judgment may be necessary or convenient to the successful conclusion of such proceedings or actions.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

DM 21-146

PRESENTATION OF THE  
UNAUDITED FINANCIAL  
REPORT FOR THE PERIOD  
ENDING ON AUGUST 31, 2021

Chief Financial Officer Allison Edmisten provided an overview of the Unaudited Financial Report for August 31, 2021.

Director Jay Bogh moved that the Board receive and file the unaudited financial report.

Director Nyles O’Harra seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

DM 21-147

DISCUSSION REGARDING THE  
WATER CONSERVATION  
REBATE PROGRAM

Water Resource Specialist Madeline Blua presented additional water conservation rebates recommended by District staff to provide additional water savings in the community.

Director Lonni Granlund moved that the Board approve the proposed changes to the Rebate Program.

Director Joyce McIntire seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

DM 21-148

DISCUSSION REGARDING THE  
REVISION TO THE  
PERSONNEL MANUAL  
LANGUAGE REGARDING  
HOLIDAY TIME ACCRUED

Chief Financial Officer Allison Edmisten provided an overview of the proposed holiday related revisions to the District’s Personnel Manual.

Director Nyles O’Harra moved that, by minute order, the Board approve the proposed exception to the Personnel Manual for November and December 2021.

Director Jay Bogh seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

DM 21-149

AWARD OF A CONSTRUCTION  
CONTRACT TO E.J. MEYER  
FOR THE INTERSTATE 10

Implementation Manager Matthew Porras presented the proposed construction contract for the Interstate 10 Dunlap Sewer Crossing Project.

Director Joyce McIntire moved that the Board authorize the General Manager to award a construction contract

DUNLAP SEWER CROSSING PROJECT

for the Interstate 10 Dunlap Sewer Crossing Project to E.J. Meyer Company for a sum not to exceed \$959,999.

Director Nyles O’Harra seconded the motion.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Lonni Granlund - Yes
- Director Chris Mann - Yes
- Director Joyce McIntire - Yes
- Director Nyles O’Harra - Yes

DM 21-150

CONSIDERATION OF A DEVELOPMENT AGREEMENT NO. 2021-15 FOR WATER AND SEWER SERVICE TO TRACT NO. 17349 LOCATED AT 10700 BRYANT STREET, YUCAIPA (ASSESSOR PARCEL NUMBER 0303-041-27)

Implementation Manager Matthew Porras presented the development agreement for Tract No. 17349 located on Bryant Street, Yucaipa.

Director Nyles O’Harra moved that the Board authorize the Board President to execute Development Agreement No. 2021-15.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Lonni Granlund - Yes
- Director Chris Mann - Yes
- Director Joyce McIntire - Yes
- Director Nyles O’Harra - Yes

DM 21-151

CONSIDERATION OF A DEVELOPMENT AGREEMENT NO. 2021-16 FOR SEWER SERVICE TO TRACT NO. 20263 LOCATED ON 5<sup>TH</sup> STREET, SOUTH OF WILDWOOD CANYON ROAD, YUCAIPA (ASSESSOR PARCEL NUMBER 0318-201-59)

Implementation Manager Matthew Porras presented the development agreement for Tract No. 20263 located on 5<sup>th</sup> Street, Yucaipa.

Director Joyce McIntire moved that the Board authorize the Board President to execute Development Agreement No. 2021-16.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

- Director Jay Bogh - Yes
- Director Lonni Granlund - Yes
- Director Chris Mann - Yes
- Director Joyce McIntire - Yes
- Director Nyles O’Harra - Yes

DM 21-152

REVIEW OF PUBLIC  
DISCLOSURE REPORT  
PURSUANT TO GOVERNMENT  
CODE SECTION 53065.5 FOR  
FISCAL YEAR ENDING JUNE  
30, 2021

Chief Financial Officer Allison Edmisten provided an overview of the public disclosure report required by Government Code Section 53065.5.

Director Jay Bogh moved that the Board receive and file the Public Disclosure Report for Fiscal Year 2020-21.

Director Lonni Granlund seconded the motion.

The motion was approved by the following vote:

Director Jay Bogh - Yes  
Director Lonni Granlund - Yes  
Director Chris Mann - Yes  
Director Joyce McIntire - Yes  
Director Nyles O’Harra - Yes

BOARD REPORTS AND  
DIRECTOR COMMENTS

Director Lonni Granlund reported on the San Bernardino Valley Municipal Water District resources workshop held on September 2, 2021.

Director Nyles O’Harra reported on the Yucaipa Economic Development Advisory Committee meeting held on September 2, 2021.

Director Nyles O’Harra reported on the regular meeting of the San Bernardino Valley Municipal Water District held on September 7, 2021.

ANNOUNCEMENTS

Chris Mann called attention to the announcements listed on the agenda.

ADJOURNMENT

The meeting was adjourned at 5:00 p.m.

Respectfully submitted,

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Joseph B. Zoba, Secretary

(Seal)

Board Awarded Contracts  
Consent Calendar Board Meeting - September 21, 2021

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount
Law Office of David L. Wysocki - FY 2020-2021 Legal Services (Operating)	--	*-5-06-54107	--	--	\$47,966	\$1,575	\$49,541	
APGN Inc. WWTP Secondary Treatment- turbo blowers/bubble diffusers	21-085	03-000-14500 Task #87041	--	\$768,520	\$325,172	\$32,517	\$357,689	\$410,831
DDB Engineering (R-Reserves) Application to DDW for the Recharge at Wilson Creek Basins	15-086	04-19771	--	\$35,900	\$25,395	\$0	\$25,395	\$10,505
Delta Partners \$90,000 per year-Legislative Consult (exp 12/18) <b>WMS Oper</b> Three Year Contract Extension (exp 12/2021)	13-079 19-052	*-5-06-54109 *5-06-54109	\$90,000 \$270,000	\$360,000	\$292,500	\$7,500	\$300,000	\$60,000
Dudek (S-Operating) <b>2020-2021</b> Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt. Zones	20-038	03-5-06-54109	--	\$52,338	\$50,641	\$0	\$50,641	\$1,697
Dudek (S-Operating) <b>2021-2022</b> Max Benefit Monitoring for San Timoteo/Yucaipa Mgmt. Zones	21-101	03-5-06-54109	--	\$47,764	\$3,719	\$1,175	\$4,894	\$42,870
Dudek (S-Operating) <b>2020-</b> Habitat Monitoring Program (HMP) in San Timoteo Creek	20-037	65-15339 03-5-06-57030	--	\$52,660	\$48,555	\$800	\$49,355	\$3,305
ECORP (W/S Reserves) Prepare Study/Mitigated Negative Declaration/Oak Valley Recharge DM 19-039 Ratification of original contract-add'l sum not to exceed \$4500.00	02-5-06-54109 18-157 19-093	77-32719	\$47,520 \$4,500	\$52,020	\$25,974	\$0	\$25,974	\$26,046
ECORP (W/S Reserves) YVWD-Salinity and Groundwater Enhancement (Sage) Project W/S Reserves	03-502-51003 19-022	88-23792		\$9,645	\$266	\$0	\$266	\$9,379
Geoscience Pilot Recharge Testing of the Beaumont Basin (S-Reserves) \$326,956 Amendment #1 -DM 19-057 - \$101,464 Amendment #2 -DM 19-097 - \$456,064 Amendment #3 -DM 19-125 - \$89,767	18-140 19-057 19-097 19-125	03-5-06-54109	--	\$974,251	\$977,747	\$0	\$977,747	(\$3,496)
Geoscience Injection and Monitoring Well for Aquifer Storage/Beaumont Basin	21-031	03-5-06-54109	--	\$450,818	\$39,010	\$1,436	\$40,446	\$410,372
Geoscience Tracer Study Analysis at Wilson Creek Spreading Basins (\$34,560.00) DM 20-008 Budget Amendment for the Tracer Study (\$7,930.00)_	19-024 20-008	02-5-06-54109	--	\$42,490	\$36,222	\$0	\$36,222	\$6,268
GHD SCADA Master Planning Document for WWTP	21-062	03-506-54109	--	\$78,090	\$16,244	\$0	\$16,244	\$61,846
One Stop Landscape Supply FY 20-21 Sludge Hauling\Reuse (Oper)	--	03-5-02-57031	--	--	\$222,350	\$21,218	\$243,568	



Board Awarded Contracts  
Consent Calendar Board Meeting - September 21, 2021

District Awarded Contracts	Director Memorandum	Job or GL #	Job Cost Breakdown	Awarded Contract Amount	Prior Payments to Date	Pending Invoice Amount	Total Contract Payments	Remaining Contract Amount
RMC Water & Environment/Woodard & Curran TO#26, SRF Mgmt. Svcs-Calimesa Regional Recycled Pipeline (R-FCC)	14-023	04-5-06-54109		\$95,692	\$69,361	\$0	\$69,361	\$26,331
Separation Processes, Inc. (W-Reserves) Design & Construction Supports Servs for NF SCRAM	15-047	55-19200 02-14500		\$191,820	\$170,980	\$0	\$170,980	\$20,840
Application to DDW for the Recharge at Wilson Creek Basins (R-Resrvs)	15-086	04-19771	--	\$42,860	\$24,527	\$0	\$24,527	\$18,333
Feasibility Report for Wochholz SAGE Project (\$67,575.00) Preliminary Engineering Design Study-SAGE Project (\$32,260.00)	17-043 19-106	03-5-06-54109 03-5-06-54109		\$99,835	\$98,311	\$0	\$98,311	\$1,524
WWTP Monitoring Operations & Reporting Enhancement (MORE) (S-Oper)	18-122	03-5-06-54109		\$330,436	\$303,992	\$5,400	\$309,392	\$21,044
WWTP -RCA - Foaming- Improve energy efficiency and treatment process	19-025	03-5-06-54109		\$36,800	\$34,621	\$0	\$34,621	\$2,179
WWTP -Secondary Treatment Process Improvement	20-073	03-5-06-54109		\$158,753	\$140,729	\$2,832	\$143,561	\$15,192
WWTP - Reverse Osmosis Pilot Study	20-099	03-5-06-54109		\$192,860	\$35,778	\$11,073	\$46,851	\$146,009
Spiess Construction Reservoir R-17.1.1 & R-17.1.2 Replacement	21-090	02-000-14500 Task #90857	--	\$1,701,725	\$141,215	\$0	\$141,215	\$1,560,510
WWTP- Autostrainer Replacement (Sewer Reserves) Pascal Ludwig-\$229,111.00 Forstra Filters -\$152,208.00 Q-Versa- \$28,800.00	20-132	03-13002		\$487,000	\$409,899	\$0	\$409,899	\$77,101
<b>GRAND TOTALS</b>				<b>\$5,775,277</b>	<b>\$3,131,275</b>	<b>\$85,526</b>	<b>\$3,216,801</b>	<b>\$2,928,686</b>

## Check Register - August 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
08/02/2021	39618	ADS, LLC	\$ 6,210.00
08/02/2021	39619	Ameripride Uniform Services	\$ 822.89
08/02/2021	39620	AutoZone Stores LLC	\$ 28.42
08/02/2021	39621	Backflow Apparatus & Valve Co.	\$ 2,152.64
08/02/2021	39622	Best Home Center	\$ 28.24
08/02/2021	39623	Brenntag Pacific, Inc	\$ 2,475.79
08/02/2021	39624	Burgeson's Heating & Air Cond. Inc	\$ 99.00
08/02/2021	39625	Coverall North America, Inc.	\$ 805.00
08/02/2021	39626	Crown Ace Hardware - Yucaipa	\$ 174.07
08/02/2021	39627	Environmental Systems Research Institute	\$ 1,793.00
08/02/2021	39628	Grainger	\$ 97.51
08/02/2021	39629	Hach Company	\$ 3,232.71
08/02/2021	39630	Home Depot U.S.A. Inc	\$ 107.69
08/02/2021	39631	JW D'Angelo Co.	\$ 728.78
08/02/2021	39632	Lowe's Companies, Inc.	\$ 796.93
08/02/2021	39633	Merit Oil Company	\$ 3,768.54
08/02/2021	39634	Mission Clay Products Co., LLC	\$ 184.24
08/02/2021	39635	Pollardwater	\$ 153.01
08/02/2021	39636	Polydyne Inc.	\$ 6,925.72
08/02/2021	39637	Pro-Pipe & Supply, Inc.	\$ 101.59
08/02/2021	39638	Quinn Company	\$ 768.42
08/02/2021	39639	Redline	\$ 12,066.40
08/02/2021	39640	STELLAR SOLUTIONS, INC	\$ 1,287.83
08/02/2021	39641	Superior Automotive Warehouse, Inc	\$ 27.48
08/02/2021	39642	The Gas Company	\$ 89.59
08/02/2021	39643	Underground Service Alert Of So. CA	\$ 308.65
08/02/2021	39644	Wells Fargo Bank-Corporate Trust Service	\$ 1,805,931.25
08/02/2021	39645	Yucaipa Disposal, Inc.	\$ 2,047.77
08/02/2021	39646	Yucaipa Valley Water District	\$ 57,851.04
08/09/2021	39647	Berkshire Hathaway Homestate Companies	\$ 20,661.44
08/09/2021	39648	CA-EDD	\$ 6,225.13
08/09/2021	39649	Doug Earnest	\$ 685.14
08/09/2021	39650	Joe DeSalliers	\$ 603.35
08/09/2021	39651	Peggy Little	\$ 685.14
08/09/2021	39652	Robert Wall	\$ 799.13
08/09/2021	39653	State Treasurer Condemnation Fund	\$ 6,175.00
08/09/2021	39654	All American Sewer Tools	\$ 3,776.29
08/09/2021	39655	Ameripride Uniform Services	\$ 842.52
08/09/2021	39656	Assoc. SB Cty Special Districts	\$ 74.00
08/09/2021	39657	Backflow Apparatus & Valve Co.	\$ 159.47
08/09/2021	39658	Backflow Prevention Device Inspections,	\$ 1,931.97
08/09/2021	39659	Burgeson's Heating & Air Cond. Inc	\$ 99.00
08/09/2021	39660	California Water Environment Association	\$ 192.00
08/09/2021	39661	Caselle, Inc.	\$ 2,870.00
08/09/2021	39662	Corelogic, Inc.	\$ 330.00
08/09/2021	39663	Crider Public Relations, Inc.	\$ 361.25

## Check Register - August 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
08/09/2021	39664	Crown Ace Hardware - Yucaipa	\$ 13.45
08/09/2021	39665	Daily Journal Corporation	\$ 1,566.00
08/09/2021	39666	Ed Filijan Photography	\$ 339.98
08/09/2021	39667	Environmental Wtr Solutions, Inc	\$ 4,018.22
08/09/2021	39668	Fastenal Company	\$ 612.88
08/09/2021	39669	Freedom Mailing Services	\$ 9,844.92
08/09/2021	39670	Frontier Communications	\$ 172.92
08/09/2021	39671	GLS US	\$ 13.99
08/09/2021	39672	Griswold Industries	\$ 6,049.09
08/09/2021	39673	Hach Company	\$ 987.96
08/09/2021	39674	Harrington Ind. Plastic, LLC	\$ 60.56
08/09/2021	39675	Hasa, Inc.	\$ 4,089.65
08/09/2021	39676	Houston & Harris PCS, Inc.	\$ 7,893.00
08/09/2021	39677	JW D'Angelo Co.	\$ 3,823.15
08/09/2021	39678	Konica Minolta Business Solutions	\$ 538.62
08/09/2021	39679	Merit Oil Company	\$ 5,730.53
08/09/2021	39680	Microsoft Corporation	\$ 16,874.96
08/09/2021	39681	Municipal Maintenance Equipment, Inc.	\$ 872.17
08/09/2021	39682	NCL Of Wisconsin Inc	\$ 1,210.82
08/09/2021	39683	NetComp Technologies, Inc.	\$ 2,420.00
08/09/2021	39684	Office Solutions Bsns Products, L	\$ 947.90
08/09/2021	39685	Pro-Pipe & Supply, Inc.	\$ 42.88
08/09/2021	39686	Q Versa, LLC	\$ 1,320.00
08/09/2021	39687	Quinn Company	\$ 31,361.11
08/09/2021	39688	Ryan Herco Products Corp	\$ 4,469.82
08/09/2021	39689	SCCI, Inc.	\$ 350.00
08/09/2021	39690	Separation Processes, Inc.	\$ 4,624.25
08/09/2021	39691	Summit Environmental Srvcs, Inc.	\$ 4,658.09
08/09/2021	39692	Terracon Consultants, Inc.	\$ 1,362.25
08/09/2021	39693	The Counseling Team International	\$ 300.00
08/09/2021	39694	Time Warner Cable	\$ 1,727.10
08/09/2021	39695	Track Technologies	\$ 8,000.00
08/09/2021	39696	Zerion Software, Inc.	\$ 8,500.00
08/13/2021	39697	California State Disbursement Unit	\$ 628.14
08/13/2021	39698	IBEW Local #1436	\$ 660.00
08/13/2021	39699	WageWorks Inc	\$ 1,686.89
08/16/2021	39700	David L. Wysocki	\$ 3,337.50
08/16/2021	39701	Delta Ventures Inc.	\$ 7,500.00
08/16/2021	39702	Dudek & Associates, Inc	\$ 8,477.50
08/16/2021	39703	Geoscience Support Services, Inc.	\$ 16,794.75
08/16/2021	39704	One Stop Landscape Supply Inc	\$ 23,353.00
08/16/2021	39705	Separation Processes, Inc.	\$ 22,549.84
08/16/2021	39706	Spiess Construction Company Inc	\$ 99,794.76
08/16/2021	39707	American Water Chemicals	\$ 12,031.00
08/16/2021	39708	AmeriGas Propane LP	\$ 3,540.92
08/16/2021	39709	Ameripride Uniform Services	\$ 826.62

## Check Register - August 2021

<b>Date</b>	<b>Check #</b>	<b>Payee or Description</b>	<b>Amount</b>
08/16/2021	39710	B.L. Wallace Distributor Inc.	\$ 808.64
08/16/2021	39711	Best Home Center	\$ 4.62
08/16/2021	39712	Brenntag Pacific, Inc	\$ 13,014.16
08/16/2021	39713	California Water Environment Association	\$ 192.00
08/16/2021	39714	Clark Pest Control	\$ 118.00
08/16/2021	39715	Clinical Laboratory of San Bernardino	\$ 12,230.00
08/16/2021	39716	Coverall North America, Inc.	\$ 526.00
08/16/2021	39717	Doug's Filter Service, Inc.	\$ 400.00
08/16/2021	39718	Epic Pest Management	\$ 85.00
08/16/2021	39719	Evoqua Water Technologies LLC	\$ 2,248.85
08/16/2021	39720	Fedex	\$ 55.93
08/16/2021	39721	Fuel Serv	\$ 1,623.06
08/16/2021	39722	Geoscience Support Services, Inc.	\$ 1,632.00
08/16/2021	39723	GHD Inc	\$ 9,489.46
08/16/2021	39724	Grainger	\$ 99.00
08/16/2021	39725	Hasa, Inc.	\$ 8,251.10
08/16/2021	39726	Interior Demolition, Inc.	\$ 5,308.40
08/16/2021	39727	JW D'Angelo Co.	\$ 998.29
08/16/2021	39728	Melissa Fritzinger	\$ 18.71
08/16/2021	39729	Mission Clay Products Co., LLC	\$ 977.84
08/16/2021	39730	Nexa	\$ 675.00
08/16/2021	39731	Pro-Pipe & Supply, Inc.	\$ 25.89
08/16/2021	39732	Quinn Company	\$ 500.00
08/16/2021	39733	Redline	\$ 12,219.04
08/16/2021	39734	San Bdno. Valley Muni. Water Dist.	\$ 7,690.72
08/16/2021	39735	Sinclair Rock and Sand Inc.	\$ 3,750.00
08/16/2021	39736	Spectrum Business	\$ 3,668.00
08/16/2021	39737	UPS Store#1504/ Mail Boxes Etc.	\$ 67.86
08/16/2021	39738	Yucaipa/Calimesa News Mirror	\$ 203.60
08/23/2021	39739	Meyers Nave, A Professional Corporation	\$ 96,760.86
08/23/2021	39740	Alpine Springs	\$ 107.45
08/23/2021	39741	Ameripride Uniform Services	\$ 807.21
08/23/2021	39742	AT&T Mobility	\$ 2,003.27
08/23/2021	39743	AutoZone Stores LLC	\$ 4.61
08/23/2021	39744	Bay Alarm Company	\$ 32.33
08/23/2021	39745	Best Home Center	\$ 60.33
08/23/2021	39746	BofA Credit Card	\$ 4,996.50
08/23/2021	39747	Brenntag Pacific, Inc	\$ 2,729.25
08/23/2021	39748	California Water Environment Association	\$ 192.00
08/23/2021	39749	CED-Consolidated Electr. Dist.	\$ 171.51
08/23/2021	39750	Contron Scada Systems	\$ 2,530.37
08/23/2021	39751	Crestwood Enterprise, Inc.	\$ 594.14
08/23/2021	39752	Crown Ace Hardware - Yucaipa	\$ 165.35
08/23/2021	39753	Daily Journal Corporation	\$ 1,930.50
08/23/2021	39754	Flo-Systems Inc	\$ 1,579.55
08/23/2021	39755	Frontier Communications	\$ 46.25

## Check Register - August 2021

Date	Check #	Payee or Description	Amount
08/23/2021	39756	GLS US	\$ 241.68
08/23/2021	39757	Hach Company	\$ 82.90
08/23/2021	39758	Houston & Harris PCS, Inc.	\$ 1,973.25
08/23/2021	39759	JW D'Angelo Co.	\$ 12,371.94
08/23/2021	39760	Les Schwab Tire Center	\$ 424.40
08/23/2021	39761	Merit Oil Company	\$ 3,150.72
08/23/2021	39762	Michael Moran	\$ 282.83
08/23/2021	39763	NetComp Technologies, Inc.	\$ 1,900.00
08/23/2021	39764	Paula Ferguson	\$ 3,805.82
08/23/2021	39765	Pro-Pipe & Supply, Inc.	\$ 452.72
08/23/2021	39766	Redline	\$ 2,753.81
08/23/2021	39767	SB CNTY-Fire Protection District	\$ 1,227.00
08/23/2021	39768	SCE Rosemead	\$ 401,910.68
08/23/2021	39769	Spectrum Business	\$ 2,649.00
08/23/2021	39770	Sulzer Elector-Mechanical Services Inc.	\$ 7,348.25
08/23/2021	39771	US Bank	\$ 6,509.93
08/27/2021	39772	California State Disbursement Unit	\$ 628.14
08/27/2021	39773	WageWorks Inc	\$ 1,686.89
08/30/2021	39774	Aflac	\$ 2,635.63
08/30/2021	39775	Blue Shield of California	\$ 4,504.60
08/30/2021	39776	Nippon Life Insurance Co	\$ 2,664.32
08/30/2021	39777	Standard Dental Insurance Co	\$ 1,309.12
08/30/2021	39778	Standard Insurance Vision Plan	\$ 329.56
08/30/2021	39779	Western Dental Services Inc	\$ 230.92
08/30/2021	39780	Doug Earnest	\$ 685.14
08/30/2021	39781	Joe DeSalliers	\$ 603.35
08/30/2021	39782	Peggy Little	\$ 685.14
08/30/2021	39783	Robert Wall	\$ 799.13
08/30/2021	39784	WageWorks, Inc.	\$ 191.75
			<b><u>\$ 2,959,143.49</u></b>
08/13/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 171,998.13
08/12/2021	electronic pmt	CalPERS 457 & Loan	\$ 28,709.77
08/12/2021	electronic pmt	CalPERS Retirement	\$ 34,884.44
08/12/2021	electronic pmt	EDD - State of California	\$ 14,040.08
08/12/2021	electronic pmt	IRS	\$ 72,497.04
08/12/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,717.65
08/27/2021	electronic pmt	DIRECT DEPOSIT TOTAL	\$ 157,077.57
08/27/2021	electronic pmt	CalPERS 457 & Loan	\$ 26,920.24
08/27/2021	electronic pmt	EDD - State of California	\$ 12,725.18
08/27/2021	electronic pmt	IRS	\$ 64,894.04
08/27/2021	electronic pmt	VOYA 457 Retirement Plan	\$ 4,452.81
08/27/2021	electronic pmt	CalPERS Retirement	\$ 34,296.77
08/30/2021	electronic pmt	CalPERS Health Insurance	\$ 98,182.77
08/30/2021	electronic pmt	Public Employees' Retirement System	\$ 700.00
			<b><u>\$ 726,096.49</u></b>

# Staff Report



Yucaipa Valley Water District



LEGAL ALERTS SEP 14, 2021

## **Brown Act Amendment AB 361 Awaits Gov. Gavin Newsom's Signature**

Urgency Bill to Allow Continued Virtual Meetings Under Certain Circumstances

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As the California State Legislative session drew to a close on September 10, AB 361, one of several bills that had been introduced to deal with the anticipated expiration

of [Executive Order N-29-20](#), not only survived, but passed with wide margins with the addition of an urgency clause. If signed into law, AB 361 will allow local government to continue to conduct virtual meetings as long as there is a state-proclaimed state of emergency, but it won't be quite as flexible as it has been under the Executive Order.

**The Executive Order allowed for flexible approaches to virtual meetings.**

As part of a package of executive orders adopted soon after the beginning of the COVID-19 pandemic, Executive Order N-29-20 allowed local governments to meet remotely without having to adhere to all of the traditional teleconferencing rules that had been part of the Brown Act for decades, including public posting of agendas at the location of remote participation by members of the legislative body and public access to those locations. With the assistance of teleconferencing and remote video technology, local governments statewide have been able to continue the business of the people while following mandated protocols against indoor gatherings. At the same time, interested members of the public could virtually attend meetings safely from home and offer public comment using a variety of methods, from emails to voicemails and video participation, through applications that had previously only been used in corporate boardrooms or for social interactions between friends.

**With the end of the Executive Order looming, AB 361 allows for some virtual meetings still, with a few more restrictions.**

Executive Order N-29-20 expires on September 30, and with it, local government's authority to continue with this broader remote participation. So the legislature adopted AB 361—as an urgency measure that goes into effect immediately if signed by the governor. The bill amends the Brown Act to allow local legislative bodies to continue using teleconferencing and virtual meeting technology as long as there is a gubernatorial “proclaimed state of emergency.” But this allowance also depends on state or local officials imposing or recommending measures that promote social distancing or a legislative body finding that meeting in person would present an imminent safety risk to attendees. Though adopted in the context of the pandemic, AB 361 will allow for virtual meetings during other state-proclaimed emergencies, such as earthquakes or wildfires, where physical attendance may present a risk.

**Real-time public comment is required.**

The key difference between Executive Order N-29-20 and AB 361 is that AB 361 requires a public comment period where the public can address the legislative body directly. It expressly prohibits councils and boards from limiting public comments to only comments submitted in advance and specifies that the legislative body “must provide an opportunity for the public to ... offer comment in real time.” Additionally, the body must allow for public comment up until the public comment



period is closed at the meetings. The agenda must include information on the manner in which the public may access the meeting and provide comments remotely, and if technical problems arise that result in the public's access being disrupted, the legislative body may not take any vote or other official action until the technical disruption is corrected and public access is restored.

### **Watch the sunset.**

Finally, AB 361 will sunset on January 1, 2024, and requires the legislative body to make findings by majority vote that the state of emergency still exists and continues to directly impact the ability of the members to meet safely in person, or that officials continue to impose or recommend measures to promote social distancing.

### **Takeaway**

Local agencies that want to continue holding virtual meetings or allowing remote participation by the public under the Brown Act should ensure that the public can make real-time comments up until the close of the public-comment period. Limiting comment to emails sent at least an hour before the meeting starts will no longer be acceptable. And push pause if there is a technical disruption: Don't hold the vote until the public is back online.

*Disclaimer: BB&K Legal Alerts are not intended as legal advice. Additional facts, facts specific to your situation or future developments may affect subjects contained herein. Seek the advice of an attorney before acting or relying upon any information herein.*

Source: <https://www.bbklaw.com/news-events/insights/2021/legal-alerts/09/brown-act-amendment-ab-361-awaits-gov-gavin-newsom>

**Assembly Bill No. 361**

\_\_\_\_\_

Passed the Assembly September 10, 2021

\_\_\_\_\_

*Chief Clerk of the Assembly*

\_\_\_\_\_

Passed the Senate September 10, 2021

\_\_\_\_\_

*Secretary of the Senate*

\_\_\_\_\_

This bill was received by the Governor this \_\_\_\_\_ day  
of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_M.

\_\_\_\_\_

*Private Secretary of the Governor*

## CHAPTER \_\_\_\_\_

An act to add and repeal Section 89305.6 of the Education Code, and to amend, repeal, and add Section 54953 of, and to add and repeal Section 11133 of, the Government Code, relating to open meetings, and declaring the urgency thereof, to take effect immediately.

## LEGISLATIVE COUNSEL'S DIGEST

AB 361, Robert Rivas. Open meetings: state and local agencies: teleconferences.

(1) Existing law, the Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body of a local agency, as those terms are defined, be open and public and that all persons be permitted to attend and participate. The act contains specified provisions regarding the timelines for posting an agenda and providing for the ability of the public to directly address the legislative body on any item of interest to the public. The act generally requires all regular and special meetings of the legislative body be held within the boundaries of the territory over which the local agency exercises jurisdiction, subject to certain exceptions. The act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction. The act provides an exemption to the jurisdictional requirement for health authorities, as defined. The act authorizes the district attorney or any interested person, subject to certain provisions, to commence an action by mandamus or injunction for the purpose of obtaining a judicial determination that specified actions taken by a legislative body are null and void.

Existing law, the California Emergency Services Act, authorizes the Governor, or the Director of Emergency Services when the

governor is inaccessible, to proclaim a state of emergency under specified circumstances.

Executive Order No. N-29-20 suspends the Ralph M. Brown Act's requirements for teleconferencing during the COVID-19 pandemic provided that notice and accessibility requirements are met, the public members are allowed to observe and address the legislative body at the meeting, and that a legislative body of a local agency has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 1, 2024, would authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees, as provided.

This bill would require legislative bodies that hold teleconferenced meetings under these abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body. The bill would require the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored. The bill would specify

that actions taken during the disruption are subject to challenge proceedings, as specified.

This bill would prohibit the legislative body from requiring public comments to be submitted in advance of the meeting and would specify that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time. The bill would prohibit the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified. When there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, the bill would require a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under these abbreviated teleconferencing procedures.

Existing law prohibits a legislative body from requiring, as a condition to attend a meeting, a person to register the person's name, or to provide other information, or to fulfill any condition precedent to the person's attendance.

This bill would exclude from that prohibition, a registration requirement imposed by a third-party internet website or other online platform not under the control of the legislative body.

(2) Existing law, the Bagley-Keene Open Meeting Act, requires, with specified exceptions, that all meetings of a state body be open and public and all persons be permitted to attend any meeting of a state body. The act requires at least one member of the state body to be physically present at the location specified in the notice of the meeting.

The Governor's Executive Order No. N-29-20 suspends the requirements of the Bagley-Keene Open Meeting Act for teleconferencing during the COVID-19 pandemic, provided that notice and accessibility requirements are met, the public members are allowed to observe and address the state body at the meeting, and that a state body has a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, as specified.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a state body to

hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body. With respect to a state body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference location be accessible to the public and that members of the public be able to address the state body at each teleconference location. Under the bill, a state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the state body allow members of the public to attend the meeting and offer public comment. The bill would require that each state body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge state bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(3) Existing law establishes the various campuses of the California State University under the administration of the Trustees of the California State University, and authorizes the establishment of student body organizations in connection with the operations of California State University campuses.

The Gloria Romero Open Meetings Act of 2000 generally requires a legislative body, as defined, of a student body organization to conduct its business in a meeting that is open and public. The act authorizes the legislative body to use teleconferencing, as defined, for the benefit of the public and the legislative body in connection with any meeting or proceeding authorized by law.

This bill, until January 31, 2022, would authorize, subject to specified notice and accessibility requirements, a legislative body, as defined for purposes of the act, to hold public meetings through teleconferencing and to make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body. With respect to a legislative body holding a public meeting pursuant to these provisions, the bill would suspend certain requirements of existing law, including the requirements that each teleconference

location be accessible to the public and that members of the public be able to address the legislative body at each teleconference location. Under the bill, a legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically would satisfy any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. The bill would require that each legislative body that holds a meeting through teleconferencing provide notice of the meeting, and post the agenda, as provided. The bill would urge legislative bodies utilizing these teleconferencing procedures in the bill to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to existing law, as provided.

(4) This bill would declare the Legislature's intent, consistent with the Governor's Executive Order No. N-29-20, to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future emergencies by allowing broader access through teleconferencing options.

(5) This bill would incorporate additional changes to Section 54953 of the Government Code proposed by AB 339 to be operative only if this bill and AB 339 are enacted and this bill is enacted last.

(6) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(7) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(8) This bill would declare that it is to take effect immediately as an urgency statute.

*The people of the State of California do enact as follows:*

SECTION 1. Section 89305.6 is added to the Education Code, to read:

89305.6. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a legislative body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the legislative body.

(b) (1) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the legislative body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a legislative body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the legislative body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the legislative body be physically present at the location specified in the notice of the meeting.

(c) A legislative body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the legislative body allow members of the public to attend the meeting and offer public comment. A legislative body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a legislative body holds a meeting through teleconferencing pursuant to this section and allows members of



the public to observe and address the meeting telephonically or otherwise electronically, the legislative body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each legislative body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a legislative body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the legislative body's internet website.

(f) All legislative bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to

maximize transparency and provide the public access to legislative body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 2. Section 11133 is added to the Government Code, to read:

11133. (a) Notwithstanding any other provision of this article, and subject to the notice and accessibility requirements in subdivisions (d) and (e), a state body may hold public meetings through teleconferencing and make public meetings accessible telephonically, or otherwise electronically, to all members of the public seeking to observe and to address the state body.

(b) (1) For a state body holding a public meeting through teleconferencing pursuant to this section, all requirements in this article requiring the physical presence of members, the clerk or other personnel of the state body, or the public, as a condition of participation in or quorum for a public meeting, are hereby suspended.

(2) For a state body holding a public meeting through teleconferencing pursuant to this section, all of the following requirements in this article are suspended:

(A) Each teleconference location from which a member will be participating in a public meeting or proceeding be identified in the notice and agenda of the public meeting or proceeding.

(B) Each teleconference location be accessible to the public.

(C) Members of the public may address the state body at each teleconference conference location.

(D) Post agendas at all teleconference locations.

(E) At least one member of the state body be physically present at the location specified in the notice of the meeting.

(c) A state body that holds a meeting through teleconferencing and allows members of the public to observe and address the meeting telephonically or otherwise electronically, consistent with the notice and accessibility requirements in subdivisions (d) and (e), shall have satisfied any requirement that the state body allow members of the public to attend the meeting and offer public comment. A state body need not make available any physical location from which members of the public may observe the meeting and offer public comment.

(d) If a state body holds a meeting through teleconferencing pursuant to this section and allows members of the public to observe and address the meeting telephonically or otherwise electronically, the state body shall also do both of the following:

(1) Implement a procedure for receiving and swiftly resolving requests for reasonable modification or accommodation from individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and resolving any doubt whatsoever in favor of accessibility.

(2) Advertise that procedure each time notice is given of the means by which members of the public may observe the meeting and offer public comment, pursuant to paragraph (2) of subdivision (e).

(e) Except to the extent this section provides otherwise, each state body that holds a meeting through teleconferencing pursuant to this section shall do both of the following:

(1) Give advance notice of the time of, and post the agenda for, each public meeting according to the timeframes otherwise prescribed by this article, and using the means otherwise prescribed by this article, as applicable.

(2) In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, also give notice of the means by which members of the public may observe the meeting and offer public comment. As to any instance in which there is a change in the means of public observation and comment, or any instance prior to the effective date of this section in which the time of the meeting has been noticed or the agenda for the meeting has been posted without also including notice of the means of public observation and comment, a state body may satisfy this requirement by advertising the means of public observation and comment using the most rapid means of communication available at the time. Advertising the means of public observation and comment using the most rapid means of communication available at the time shall include, but need not be limited to, posting such means on the state body's internet website.

(f) All state bodies utilizing the teleconferencing procedures in this section are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the otherwise applicable provisions of this article, in order to

maximize transparency and provide the public access to state body meetings.

(g) This section shall remain in effect only until January 31, 2022, and as of that date is repealed.

SEC. 3. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or

video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant

to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body

to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register

pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 3.1. Section 54953 of the Government Code is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency in person, except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for



the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivisions (d) and (e). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in

which the final action is to be taken. This paragraph shall not affect the public's right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:

(A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.

(B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) A legislative body that holds a meeting pursuant to this subdivision shall do all of the following:

(A) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(B) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3. In each instance in which notice of the time of the teleconferenced meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(C) The legislative body shall conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body of a local agency.

(D) In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until

public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption which prevents the public agency from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(E) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time. This subparagraph shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(F) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(G) (i) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to subparagraph (F), to provide public comment until that timed public comment period has elapsed.

(ii) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to subparagraph (F), or otherwise be recognized for the purpose of providing public comment.

(iii) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to subparagraph (F), until the timed general public comment period has elapsed.

(3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph

(1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

(4) For the purposes of this subdivision, “state of emergency” means a state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Article 1 (commencing with Section 8550) of Chapter 7 of Division 1 of Title 2).

(f) This section shall remain in effect only until January 1, 2024, and as of that date is repealed.

SEC. 4. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference,

at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50 percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 4.1. Section 54953 is added to the Government Code, to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, in person except as otherwise provided in this chapter. Local agencies shall conduct meetings subject to this chapter consistent with applicable state and federal civil rights laws, including, but not limited to, any applicable language access and other nondiscrimination obligations.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. All votes taken during a teleconferenced meeting shall be by rollcall.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations and conduct teleconference meetings in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as provided in subdivision (d). The agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3 at each teleconference location.

(4) For the purposes of this section, “teleconference” means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both. Nothing in this section shall prohibit a local agency from providing the public with additional teleconference locations.

(c) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive, as defined in subdivision (d) of Section 3511.1, during the open meeting in which the final action is to be taken. This paragraph shall not affect the public’s right under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(d) (1) Notwithstanding the provisions relating to a quorum in paragraph (3) of subdivision (b), if a health authority conducts a teleconference meeting, members who are outside the jurisdiction of the authority may be counted toward the establishment of a quorum when participating in the teleconference if at least 50



percent of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction, and the health authority provides a teleconference number, and associated access codes, if any, that allows any person to call in to participate in the meeting and the number and access codes are identified in the notice and agenda of the meeting.

(2) Nothing in this subdivision shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority. A teleconference meeting for which a quorum is established pursuant to this subdivision shall be subject to all other requirements of this section.

(3) For purposes of this subdivision, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

(e) This section shall become operative January 1, 2024.

SEC. 5. Sections 3.1 and 4.1 of this bill incorporate amendments to Section 54953 of the Government Code proposed by both this bill and Assembly Bill 339. Those sections of this bill shall only become operative if (1) both bills are enacted and become effective on or before January 1, 2022, but this bill becomes operative first, (2) each bill amends Section 54953 of the Government Code, and (3) this bill is enacted after Assembly Bill 339, in which case Section 54953 of the Government Code, as amended by Sections 3 and 4 of this bill, shall remain operative only until the operative date of Assembly Bill 339, at which time Sections 3.1 and 4.1 of this bill shall become operative.

SEC. 6. It is the intent of the Legislature in enacting this act to improve and enhance public access to state and local agency meetings during the COVID-19 pandemic and future applicable

emergencies, by allowing broader access through teleconferencing options consistent with the Governor’s Executive Order No. N-29-20 dated March 17, 2020, permitting expanded use of teleconferencing during the COVID-19 pandemic.

SEC. 7. The Legislature finds and declares that Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in teleconference meetings during applicable emergencies.

SEC. 8. (a) The Legislature finds and declares that during the COVID-19 public health emergency, certain requirements of the Bagley-Keene Open Meeting Act (Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code) were suspended by Executive Order N-29-20. Audio and video teleconference were widely used to conduct public meetings in lieu of physical location meetings, and public meetings conducted by teleconference during the COVID-19 public health emergency have been productive, have increased public participation by all members of the public regardless of their location in the state and ability to travel to physical meeting locations, have protected the health and safety of civil servants and the public, and have reduced travel costs incurred by members of state bodies and reduced work hours spent traveling to and from meetings.

(b) The Legislature finds and declares that Section 1 of this act, which adds and repeals Section 89305.6 of the Education Code, Section 2 of this act, which adds and repeals Section 11133 of the Government Code, and Sections 3 and 4 of this act, which amend, repeal, and add Section 54953 of the Government Code, all increase and potentially limit the public’s right of access to the meetings of public bodies or the writings of public officials and agencies

within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(1) By removing the requirement that public meetings be conducted at a primary physical location with a quorum of members present, this act protects the health and safety of civil servants and the public and does not preference the experience of members of the public who might be able to attend a meeting in a physical location over members of the public who cannot travel or attend that meeting in a physical location.

(2) By removing the requirement for agendas to be placed at the location of each public official participating in a public meeting remotely, including from the member's private home or hotel room, this act protects the personal, private information of public officials and their families while preserving the public's right to access information concerning the conduct of the people's business.

SEC. 9. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the California Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order to ensure that state and local agencies can continue holding public meetings while providing essential services like water, power, and fire protection to their constituents during public health, wildfire, or other states of emergencies, it is necessary that this act take effect immediately.

# Discussion Items



Yucaipa Valley Water District



**Date:** September 21, 2021

**Task:** Not Applicable

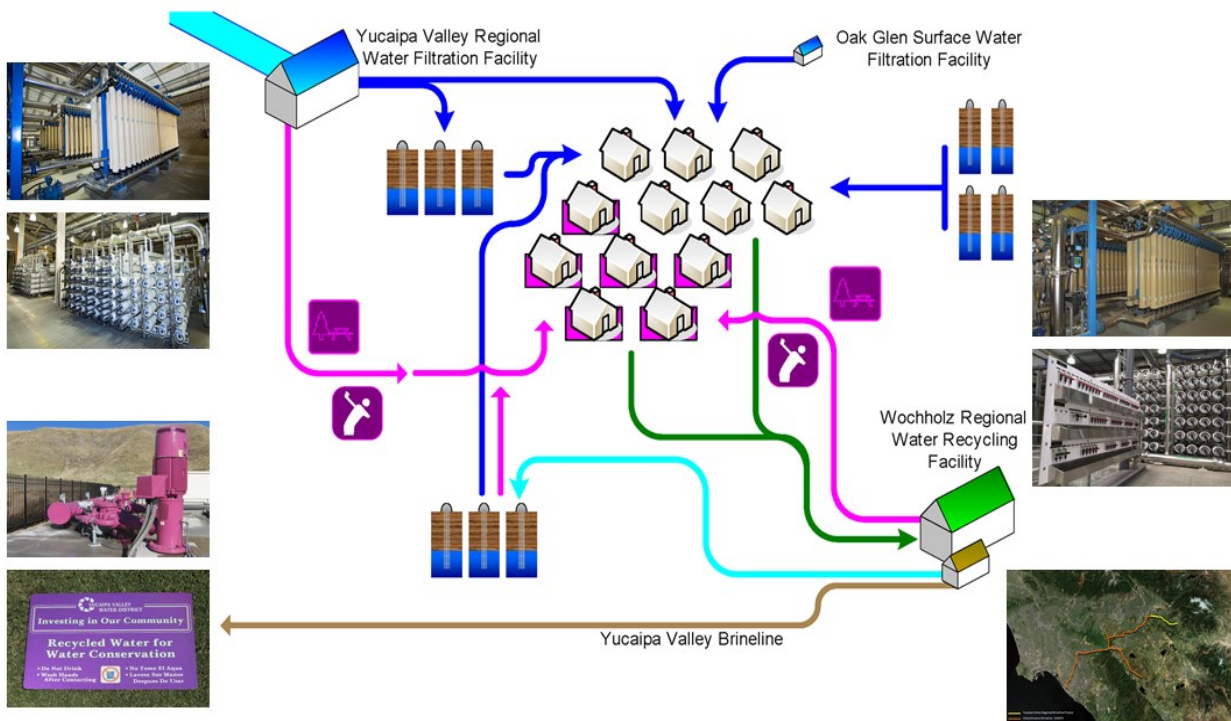
**Prepared By:** Joseph Zoba, General Manager

**Subject:** Overview of the Yucaipa Valley Water District’s Recycled Water System and Proposed Future Enhancements of the System

**Recommendation:** Staff Presentation - No Recommendation.

Over the past several decades, the Yucaipa Valley Water District has embarked on a series of capital improvement projects that have fully integrated the drinking water, recycled water, sewer treatment, and brine disposal systems operated in the community. The integration of these facilities has set the Yucaipa Valley Water District on a path to provide reliable and pure water resources for our community into the future.

### Sustainable and Integrated Infrastructure Concepts



At the board meeting on September 7, 2021, the Board of Directors requested an update and overview of the recycled water system and how the system will be expanded in the future.



**Date:** September 21, 2021

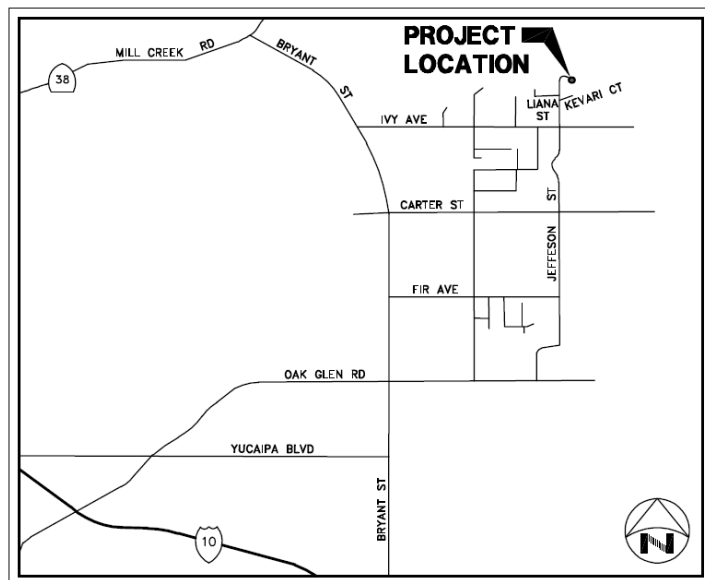
**Task:** 90857

**Prepared By:** Matthew Porras, Implementation Manager

**Subject:** Status Update for the Replacement of Drinking Water Reservoirs R-17.1.1 and R-17.1.2 - Yucaipa

**Recommendation:** Staff presentation, no action required.

On September 22, 2020 at a Regular Board Meeting [Director Memorandum 20-137], the condition of the R17.1 Drinking Water Storage facility was discussed after the damaged asset was identified. The two bolted steel tanks provide service to the northerly area of Pressure Zone 17. The westerly bolted steel tank is identified as R-17.1.1 and the easterly bolted steel tank as R-17.1.2. Currently, the R-17.1.2 tank is drained and out of service due to the severe damage to the structure, causing a significant leak.



The strategic replacement of both drinking water tanks will include the phased demolition and construction of each tank individually to keep the site operational during construction. The existing plastic (PVC) site piping will remain in place while the new ductile iron pipe (DIP) is constructed in a new alignment. The new alignment of the site piping includes 750 linear feet of 12” DIP located within the site access road. The new volume of storage will be 640,000 gallons compared to the 210,000 gallons currently available. The tank structurers will meet current design criteria for seismic events and require little to no maintenance for the next 40-50 years besides the annual cleaning and interior inspection. Other improvements include site security with new site fencing, repair of the erosion in the adjacent slope, improved access with pavement replacement.

The Board authorized staff to solicit bids for this project during a regular Board meeting on October 20, 2020 [Director Memorandum 20-155]. On May 25, 2021 the Board awarded a construction contract to Spiess Construction Co. [Director Memorandum 21-090] for the project.

The contractor mobilized the second week of July to the project site and prepared the site for the upcoming work. In the week of July 19, 2021 the contractor carefully dismantled the R-17.1.2 drinking water tank while the R-17.1.1 drinking water tank continues to provide service. Once the dismantled tank was hauled away, the foundation was prepared for the future tank. The over-excavation requirement was established by the geotechnical survey previously performed and is

specific to the soil composition and proposed tank construction methods. The over-excavation was completed in the week of July 26, 2021. The contractor has been working to secure the required materials for the job, which has taken a considerable amount of time. The next items of work include the installation of the ring-wall foundation for the R-17.1.2 tank and the 12-inch ductile iron pipeline that will supply the entire site.

**Financial Consideration:** The project will be paid for by the Water Fund, Infrastructure Reserves [G/L Account #02-000-10311].

**Related Project Requirements:** The single supply to the R17.1 site is a small booster located on the corner of Fremont St. and Ivy Ave. This booster site needs to be rebuilt and relocated. The new booster B16.1 site will include a second, back-up pump and is estimated to cost approximately \$600,000. This project will be discussed at a future Board Meeting.





Date: September 21, 2021

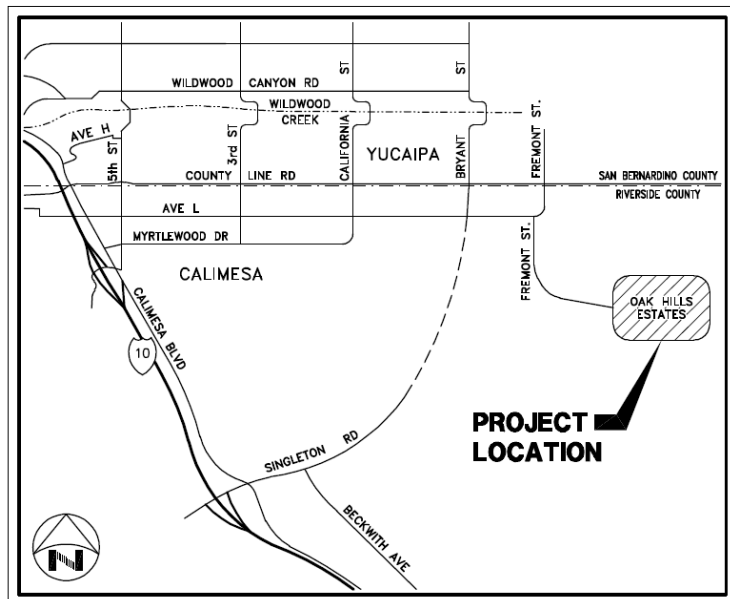
Task: 100505

Prepared By: Matthew Porras, Implementation Manager

Subject: Overview of a Pipeline Replacement Project in Marondi Drive, City of Calimesa

Recommendation: Staff Presentation, no action required.

The Oak Hills residential development was constructed in the early 1980's and consists of approximately 60 large residential lots and is currently 90% built out. The development's water infrastructure was installed by the developer with 6-inch plastic (PVC) mainlines. The PVC mainlines have ruptured numerous times causing damage to roadways and private property. The entire development contains approximately 15,800 linear feet of mainline in total of which approximately 3,000 linear feet have been replaced with upgraded ductile iron pipe (DIP) material. The remaining 12,800 linear feet is within three pressure zones and will ultimately need to be replaced with DIP. This project will include 800 linear feet of the 12,800 linear feet of PVC mainline that currently exists throughout the development.



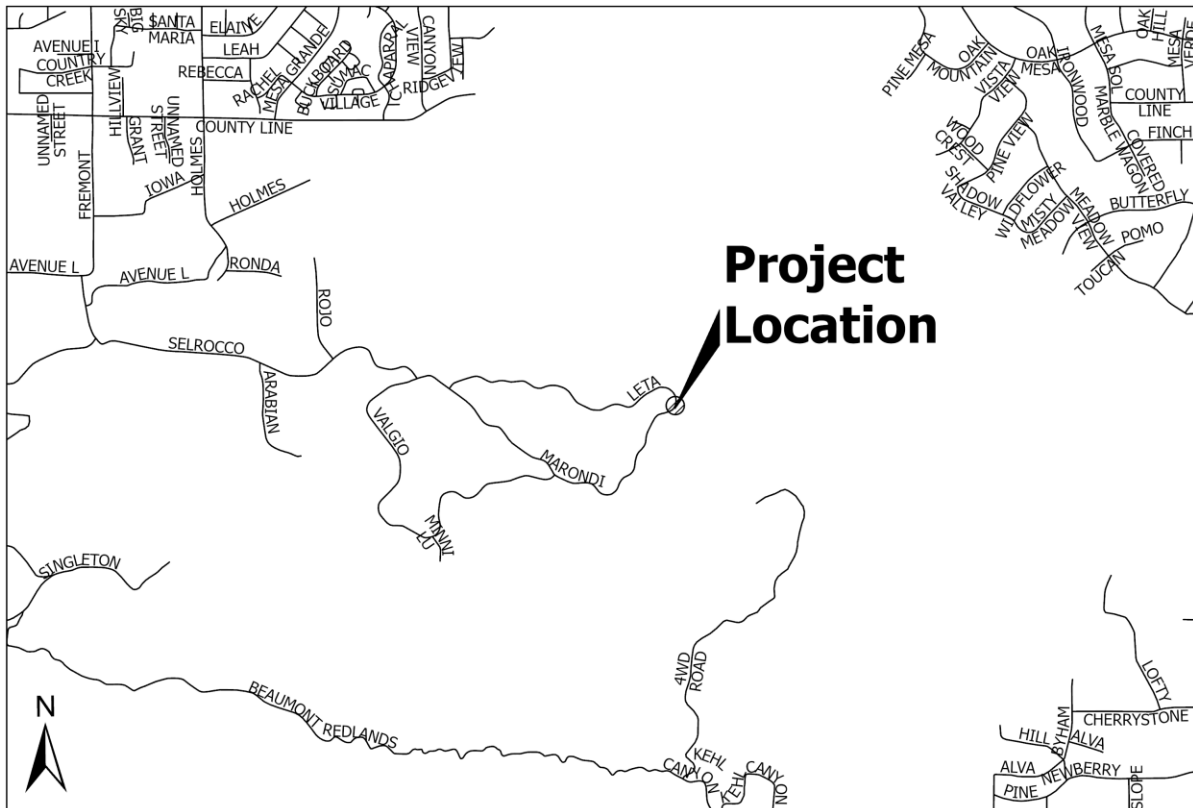
### LOCATION MAP

**Project Overview:** Replacement of 800 LF of 6-inch PVC with 8-inch DIP, two services, and two hydrants, and one sample station. This 800 linear feet is entirely within the 17 zone and is the last remaining segment of PVC mainline within the zone. Recently, this segment of mainline ruptured, causing damage to the roadway and adjacent property. As mentioned, this development will need mainline infrastructure replacement in a larger scale to upgrade the remaining PVC, but this specific replacement project has been elevated due to the recent failure.

**Next Steps:** District staff has refined the scope of the replacement and the design has been prepared by the Districts design engineer. District staff will bring back quotes from three pipeline contractors that have been awarded recent pipeline projects to an upcoming Board Meeting.



**Financial Consideration:** District staff estimates this project could cost approximately \$200,000 and will be paid for by the Water Fund, Infrastructure Reserves [G/L Account #02-000-10311]. An engineer's estimate will be included in the group of bids for your consideration.



# LOCATION MAP





**Date:** September 21, 2021

**Task:** 100607

**Prepared By:** Ashley Gibson, Regulatory Compliance Manager

**Subject:** Replacement of Existing Deionized Water System at the Wochholz Regional Water Recycling Facility Laboratory

**Recommendation:** That the Board authorize District staff to purchase the LDIRS 03 with SDI Tanks from Evoqua Water Technologies for a sum not to exceed \$9,706 and adopt Resolution No. 2021-47 transferring funds from Sewer Infrastructure Reserves to fund the purchase of the new system.

In early 2008, the current deionized water system was installed in the laboratory. The deionized water system is used for process control analyses and to make chemical reagents for use in both the wastewater plant and the laboratory. The typical lifespan for these systems is 10 years.

Depending on the company, each panel is slightly different with different costs for tank rentals. The proposed Evoqua system is a newer version of the system the District currently uses, therefore the District staff expects a similar maintenance cost and life expectancy as the existing equipment.



Three quotes were obtained: Nalco Water, Puretec Industrial Water, and Evoqua Water Technologies. Nalco Water was \$14,764. Puretec Industrial Water price is quoted at \$6,519 but doesn't include key items for the system. If Evoqua Water Technologies eliminated the additional needed line items, the quote would have come in lower, at \$6,373. The system from Evoqua Water Technologies was selected because of price and it was the only company that could provide the pH probe, filters, conductivity probe, and leak detection system. The additional items are key in maintaining tank life and ensuring that the quality of water coming from the system hasn't been compromised.

The new deionized system was included in the Capital Improvement Program Budget for Fiscal Year 2021-22 for \$15,000. The quoted price of \$9,706 includes shipping, installation, new tanks, piping with pumps and electrical, conductivity meter, pH meter, and filters.

District staff recommends the purchase of the New LDRIS 03 Deionized Water Panel from Evoqua Water Technologies for \$9,706.

#### Financial Impact

This purchase will be paid for by the Sewer Fund, Infrastructure Reserves [G/L Account #03-000-10311].

**RESOLUTION NO. 2021-47**

**RESOLUTION OF THE YUCAIPA VALLEY WATER DISTRICT  
TRANSFERRING FUNDS WITHIN THE SEWER FUND AS TRANSFER NO. 2 FOR  
FISCAL YEAR 2022**

WHEREAS, the Yucaipa Valley Water District recognizes the importance of funding projects and programs within the District with funds set aside for this purpose, and

WHEREAS, the Board of Directors has authorized the purchase and installation of the LDIRS 03 New Panel with SDI Tanks for the deionized water system at the Sewer Treatment Plant for a total sum not to exceed \$9,706.

NOW, THEREFORE, the Board of Directors of the Yucaipa Valley Water District hereby RESOLVE, DETERMINE, and ORDER as follows:

Section 1: Fund Transfer No. 2 in the amount of \$9,706 from the Sewer Fund Infrastructure Reserves (03-000-10311) to fund the purchase of the property.

PASSED, APPROVED and ADOPTED this 21<sup>st</sup> day of September 2021.

YUCAIPA VALLEY WATER DISTRICT

\_\_\_\_\_  
Chris Mann, President Board of Directors

ATTEST:

\_\_\_\_\_  
Joseph B. Zoba, General Manager



## Evoqua Capital Equipment Proposal - LDIRS 03 New Panel with SDI Tanks.

Prepared For:

**YUCAIPA VALLEY  
WATER**

880 W COUNTY LINE RD  
YUCAIPA, CA 92399

**Quote #: 2021-440729**

**Revised 09-16-2021**



Quote Number: 2021-440729  
Account ID: 0452023493

YUCAIPA VALLEY WATER  
880 W COUNTY LINE RD  
YUCAIPA, CA 92399

Dear Ashely,

Thank you for the opportunity to offer this proposal for a LDIRS 03 Water purification system LIKE FOR LIKE replacement. PH Probe and Conductivity Meter included.

New Fresh tanks will be delivered to the site at the following cost:

(2) 12" DI/MB 1.6c.f. – \$55each

(1) 12" Carbon 1.6c.f. - \$140each

Rental - \$12/tank/mo – New Service PM Agreement will be send after completion of installation.

Evoqua Water Technologies is dedicated to providing only the best products, systems and services. To assure that our customers get the desired results with every order, our process includes the following:

- Specific discovery and understanding of your needs before any proposal is generated or sent
- Professional project managers and a commitment to qualification and certification of all PM staff
- Mutual confirmation of scope, schedule and budgetary requirements at the beginning of each order
- Review of our performance and your satisfaction during each project and formally upon conclusion
- Internal standards for project bidding and execution, continuously measured against and improved

Please visit our website for more information: [www.evoqua.com](http://www.evoqua.com).

I look forward to earning your business and answering any questions you may have. Please call to discuss this proposal and any specifics we should address for a firm offer that meets your needs.

Sincerely,  
Cornelia Spassoff

Phone: 714-264-1194

Fax: 714-777-1917

Email: [cornelia.spassoff@evoqua.com](mailto:cornelia.spassoff@evoqua.com)



Quote Number: 2021-440729  
Account ID: 0452023493

### Item Pricing Summary

#### 1. LDIRS 03 New Panel

Item	Part No Description	Qty	Net Price	Ext. Price
1	<b>W3T409808</b> SKID, STD LDIRS03; Reference #: LDIRS03	1 EA	\$4,319.71	\$4,319.71
2	<b>W2T149557</b> MONITOR, RES DIG RNG 11 0-20 MEGAOHMS; Reference #: METCDML753-1	1 EA	\$891.88	\$891.88
3	<b>W3TSP4101</b> Misc. Install Branch materials Reference #: NON INV MATERIAL	1	\$515.00	\$515.00
4	<b>W2T159719</b> 5.0 micron, 10" Prefilter Cartridge  Reference #: FCR0F1005	12 EA	\$4.71	\$56.52
5	<b>W2T149149</b> 0.2 micron Filter Ensures that the bacterial and particulate specification is maintained. Change frequency: Semi-annual  Reference #: FCWNF10S2	12 EA	\$58.37	\$700.44
6	<b>W3T317205</b> KIT, LEAK PREVENT 115V .750" NO BRS VLV	1 EA	\$357.78	\$357.78
7	<b>W2T184249</b> ELECTRODE, PH 0-60DEG C POLYSUL & GLS; Reference #: B10022507	1 EA	\$385.00	\$385.00
8	<b>W2T271583</b> PROBE, PH/ORP .75" INSERTION 1-CHNL	1 EA	\$95.00	\$95.00
9	<b>W2T368811</b> CABLE, ASSY UV 5M FOR PH ELECTRODE Reference #: B10030352	1 EA	\$225.00	\$225.00

**Subtotal: \$7,546.33**

#### 2. Labor - System Decommissioning, Commissioning, Installation, Set up and Start up

Item	Part No Description	Qty	Net Price	Ext. Price
7	<b>W3TSP4146</b> LABOR Decom. Installation and Start up .New System Reference #: LABOR-OTHER	1	\$1,500.00	\$1,500.00

**Subtotal: \$1,500.00**





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**3. FREIGHT**

Item	Part No Description	Qty	Net Price	Ext. Price
8	<b>W3TSP4127</b> FREIGHT Reference #: FREIGHT	1 H	\$409.09	\$409.09
<b>Subtotal:</b>				<b>\$409.09</b>

**4. New Fresh SDI Tanks - (2) DI/MB and (1) Carbon**

Item	Part No Description	Qty	Net Price	Ext. Price
9	<b>W5TDIMB10160FSP</b> SDI MIXBED1 1.6CF FBGLS STD POT – Two Tanks Reference #: DIMB10160FSP	1 EA	\$55.00	\$110.00
10	<b>W5TDIRAC0160FSP</b> SDI REACT CARBON 1.6CF FBGLS STD PO Reference #: DIRAC0160FSP	1 EA	\$140.00	\$140.00
<b>Subtotal:</b>				<b>\$250.00</b>

**Total Net Price: \$9,705.42**

**Proposal Notes**

**New LDIRS 03 Panel - Like for Like Replacement. New fresh tanks 12" Dimeter (2) DI/MB and (1) Carbons.**

**Payment Terms and Delivery**

**PO Terms**

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

**Shipping Information**



Quote Number: 2021-440729  
Account ID: 0452023493

- Prepaid: Freight Included in Base Price
- Incoterms: FOB - Free on board
- Incoterms 2: FREE ON BOARD

## Terms

- This quote is valid until 10-30-2021
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions
- EWT owned exchange tanks that are listed above are leased and remain the property of Evoqua Water Technologies (EWT). Please include an ANNUAL BLANKET PO for a minimum exchange frequency of six months or sooner.
- Pricing listed does not include applicable sales tax.
- New customers are pre-approved to \$1,000. All others will need to fill out a credit application and submit a hardcopy PO (or a "No PO Form").
- If your company is Tax Exempt, a Tax Exempt Number must be provided.  
Tax Exempt Number: \_\_\_\_\_
- If your company is Tax Exempt, a Certificate must be provided.
- Purchase Order:  
Customer must provide a hard copy Purchase Order reflecting Net 30 days terms for all services/equipment greater than \$2500.00. If paying by credit card in lieu of a Purchase Order, the customer must complete the Order Acknowledgement form attached/below.
- We require hard documentation of your ordering for Evoqua to process your order. For your convenience, we can start processing your order by signing and returning:  
Fax to: 714-777-1917  
or Email to: [cornelia.spasoff@evoqua.com](mailto:cornelia.spasoff@evoqua.com)
- You may also mail this to:  
Evoqua Water Technologies  
1700 E. 28th Street  
Signal Hill, CA 90755



Quote Number: 2021-440729  
Account ID: 0452023493

#### **Standard Terms of Sale**

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.
2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 1/4% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.
3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.
4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.
5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.
6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.
7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. **THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.**
8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.
9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.



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10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services.** Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_



# PROPOSAL: 31342-2

3151 Sturgis Road - Oxnard - California - 93031-5387  
 Phone (800) 906-6060 Fax (800) 906-6070  
[www.PuretecWater.com](http://www.PuretecWater.com)

DATE: 08/17/2021

New Account

**CUSTOMER:** Lina Robert  
 (Delivery Information) Yucaipa Valley Water District - Lab  
 880 West County Line Road  
 Yucaipa, CA 92320  
 951-892-6976

**SALES ENGINEER:** Johnny L. Denton, M.B.A.  
 Sales Engineer  
 858-883-8895  
[johnny@puretecwater.com](mailto:johnny@puretecwater.com)

### TANK SERVICE PRICING

QTY	DESCRIPTION	EXCHANGE PRICE (ea)	FREQUENCY	MONTHLY RENT (ea)
1	P009X 10" GAC - GRANULAR ACTIVATED CARBON TANK	\$ 155.00	Will Call	\$ 12.00
2	P004X 10" M - MIXED BED TANK	\$ 50.00	Will Call	\$ 12.00

In consideration of the above service and pricing, customer agrees to retain the above service for a 12 Month period. At the end of the initial term, the term will automatically renew for the successive periods of the same duration as the initial term, unless PURETEC or the Customer notifies the other in writing of its intent not to renew the Agreement no sooner than three (3) months before the end of the applicable term.

-This section, rental fees are recurring; also, tank 'exchange' fees apply as those tanks are delivered, per customer call in request, also recurring.

-DI Tanks remain the property of Puretec Industrial Water; rental & exchange rates are listed recurring reference, and required for initial startup & operation.

-Mixed tanks are 'Will Call' (aka call in): Customer is responsible for notification to Puretec of the need for vessel exchange based on resistivity indicators; delivery is typically next day. Contact info: [dispatch@puretecwater.com](mailto:dispatch@puretecwater.com) or 800-906-6060 and ask for dispatch.

-Fuel Surcharge @ \$20.00/delivery, and Commodity Surcharge @ \$8.00/ Mixed tanks will apply to all exchanges.

### EQUIPMENT/LABOR PRICING

QTY	DESCRIPTION	PRICE (ea)	TOTAL
1	10-162 :: Flexx LRW DI Water System	\$ 3,588.41	\$ 3,588.41
4	06-001 :: CMBF 1-10IN 10" 1MIC MELT BLOWN FILTER	\$ 2.67	\$ 10.68
1	06-021 :: Water Grade PES Membrane, 0.2 mic, 10 inch, DOE with EP Gaskets	\$ 74.91	\$ 74.91
1	24-002 :: Jumper Hose 1"	\$ 14.33	\$ 14.33
1	10-065 :: 1 Meg Red/Green Quality Light 3/4" MPT(Reslite)	\$ 54.74	\$ 54.74



# PROPOSAL: 31342-2

1	Lot: Installation Materials	\$ 93.17	\$ 93.17
1	10-049 : Gallonage Meter BADGER MODEL #25 5/8" POLY DIRECT READ DESCRIPTION 5/8 x 3/4 C7 PL DR US PH	\$ 162.34	\$ 162.34
8	Tech Labor: Installation & Startup. (1 man x 1 day)	\$ 140.00	\$ 1,120.00
8	Tech Labor: Minicare Chemical Sanitization of DI system and Connected Loop Piping; 1 hour min chemical contact time. (1 man x 1 day)	\$ 140.00	\$ 1,120.00
2	Tech Labor: Trip Fee	\$ 140.00	\$ 280.00
<b>TOTAL</b>			<b>\$ 6,518.58</b>

-Simple, wall mountable DI recirculation unit capable of supplying up to 3 gallons per minute to a small distribution loop (typical 1/2" PVC or PP Pipe - max. 100 ft.) to recirculate DI water for dispensing. LRW not recommended used with DI holding reservoir. See PFD drawing.

-Scope of work is to remove & replace LRW DI treatment system. Also, competitive change out of DI tanks from current supplier to Puretec. Puretec will also change out the jumper hoses and fittings. Customer to keep existing older LRW.

-No formal written water quality specifications were provided.

-LRW System requires (1) 1 micron, (1) 0.2 micron cartridge, and (1) UV lamp; all included with this proposal. The 1 micron Filter cartridge recommend be changed out quarterly. The 0.2 micron cartridge and UV recommend be changed during an annual re-sanitization.

-Prices do not include tax or freight.

-Lead time is apx 4 weeks ARD.

-If customer requires prevailing wage labor, please indicate which 'group' is required and Puretec will adjust labor rates accordingly on final invoice.

**Exclusions:**

The following is a list of items not normally included with our equipment or assembly and startup services. They are only included if specifically stated otherwise in writing:

- \* Permits, building inspections, taxes or duties.
- \* Indoor location for equipment with suitable heat, light and ventilation.
- \* Civil or concrete work.
- \* Core drilling or wall penetrations.
- \* Floor drains, adequately sized and located.
- \* Weekend or non-day shift work.
- \* Union or licensed plumbing labor or labor subject to prevailing wage determinations.
- \* Water main.
- \* Back-flow preventer(s).
- \* Electrical load center(s).
- \* Water heater(s).
- \* Insulation or heat tracing.
- \* Gas lines.
- \* Storage of equipment.
- \* Seismic anchorage of any kind, nor PE calcs.
- \* Demolition, disposal or other work related to existing equipment.
- \* Field labeling of components or piping.



# PROPOSAL: 31342-2

- \* Validation protocols of any kind (IQ/OQ/PQ/SOP, etc.) – unless stated in writing.
- \* Validation execution assistance for (IQ/OQ/PQ/SOP, etc.) services of any kind - unless stated in writing.

**Assumptions:**

The following is a list of items that apply to all Puretec projects. These assumptions are in effect unless specifically stated otherwise in writing:

- \* Interconnecting piping can be supported from walls adjacent to the equipment.
- \* Free standing pipe or equipment supports are not required.
- \* Pipe elevation is no higher than 10 ft above finished floor and easily accessible.
- \* Equipment is to be installed on a ground floor location with free and clear access.
- \* All labor estimates are based on normal working hours from 6:30 am - 2:30 pm, Monday - Friday.
- \* Travel time, expenses and mileage to and from customer job site are included in our estimates.

**Water Damage Prevention:**

Puretec recommendations for water damage prevention, operator error, and unexpected events such as fork-lift induced tank nozzle snap-off, etc. could create an area flooding event. In order to minimize water damage, please consider the recommendations below.

- + Install the water treatment system in the basement.
- + Properly slope the floor to sumps or floor drains.
- + Coat the water treatment room with a water proof sealant.
- + Contain the water treatment room (including the door entrance) with a four inch high curb.
- + Install a sump pump with level controls to pump out an overflowing sump to a drainage ditch.
- + Oversize the floor drains in the water treatment room.
- + Install approved leak detector device with safeoff.
- + Set any sensitive equipment on the same floor as the water treatment room and floors below the water treatment room on housekeeping pads.
- + If the water purification system must be located above other floors install drip covers over sensitive equipment located on the floors below.
- + Train all personnel where the water system isolation valve is so they can shut-off the feed water supply to the water purification system in an emergency.

Terms are net 30 days, applicable taxes and freight, if appropriate, will be added to the final invoice. Fuel surcharge is currently in effect unless otherwise stated above. Copies/Facsimile signatures will be deemed originals for all purposes.

Pricing valid for 60 days.

Customer acknowledges having read, understood and received a copy of the attached General Terms and Conditions (attached paragraphs 1 through 23) which govern this Agreement and Customer agrees to be bound by all the General Terms and Conditions.

\_\_\_\_\_  
Authorized Customer Representative (Print Name and Title)

\_\_\_\_\_  
Authorized Customer Representative (Signature)

\_\_\_\_\_  
Date



# PROPOSAL: 31342-2

## BILLING INFORMATION

Name	Email	Phone
------	-------	-------

Address	City	State	Zip
---------	------	-------	-----

**Purchase Order** - Please use the following PO for invoicing. (If applicable, please include a copy of the PO).

Blanket PO       One Time PO

Purchase Order Number	Expiration
-----------------------	------------

ACH Billing (Funds are captured under Puretec's DBA: J. HARRIS INDUSTRIAL WATER)

Bank Name

Account Number	Routing Number
----------------	----------------

Visa / Mastercard / AMEX / Discovery (2% credit card fee applies)

Card Number	Expiration	CVC
-------------	------------	-----

Name on Credit Card	Billing Zip Code
---------------------	------------------

For your convenience and security please upload your signed proposal and payment authorization here:  
<https://www.dropbox.com/request/sQQUI5qXSEENigVVzEHtc>  
if tax-exempt or resale, please include certificate.





## PROPOSAL: 31342-2

### GENERAL TERMS AND CONDITIONS

1. **APPLICABILITY OF TERMS AND CONDITIONS.** These General Terms and Conditions apply not only to the attached Proposal, but also to any goods or services provided by PURETEC to Customer from the date of Customer's acceptance of the Proposal. These General Terms and Conditions shall apply to any future proposals or orders unless PURETEC and Customer expressly agree to new General Terms and Conditions in writing.
2. **ACCESS.** Customer will provide PURETEC with reasonable and sufficient access to install the water treatment equipment ("The Equipment"). Upon request, Customer will provide PURETEC with reasonable and sufficient access to service the Equipment. Customer represents it has the legal right to provide PURETEC with the access specified above. PURETEC shall have no obligation to obtain any third party approvals, including, but not limited to, landlord consent or governmental permits or licenses, with respect to the installation of or access to the Equipment.
3. **PROVISION OF ELECTRICITY AND WATER BY CUSTOMER.** At its sole cost, Customer will satisfy all electrical and continuous incoming water flow requirements as specified by PURETEC at the location of the Equipment. Customer will, in accordance with all applicable laws and regulations, provide for all disposal of water treatment system effluent from the system at no cost to PURETEC, including, but not limited to, any testing or decontamination of such effluent. Customer will replace any Equipment or ion exchange resins contaminated by exposure to any process or application. Upon request, Customer will provide a completed and signed Resin Process Profile form that specifies the conditions under which all ion exchange resins will be operated.
4. **OWNERSHIP OF LEASED EQUIPMENT.** Customer acknowledges and agrees that any rented/leased Equipment and all inventory, parts and supplies related thereto will remain the sole and exclusive property of PURETEC.
5. **WATER QUALITY AND SUITABILITY FOR CUSTOMER'S APPLICATION.** At its sole cost and expense, Customer will monitor and test water suitability and quality for Customer's application and use. PURETEC will have no responsibility to test or monitor the water for suitability or quality for Customer's use. The failure to monitor the water quality by Customer may damage the Equipment or other property (including Customer's systems) or adversely affect the operation of the Equipment or quality of the treated water. Customer will be solely responsible for any damages to the Equipment or other property caused by Customer's failure to monitor or test water suitability or quality.
6. **POTABLE WATER.** Customer shall use only potable feed water at all times with the Equipment. Customer acknowledges that PURETEC has advised Customer to obtain a water quality log and/or monitor to regularly monitor the water before and after the Equipment for suitability of use.
7. **WATER PRESSURE.** At its sole cost and expense, Customer shall take all steps necessary to insure that at no time will the water pressure to the tanks exceed 80 pounds per square inch or any vacuum nor shall water temperature exceed 105°F. Customer understands that any greater pressure may cause irreparable damage to the tanks, adversely affect the operation of the tanks or adversely affect the quality of the treated water. Customer will be responsible for all damage to their property as a result of any failure to monitor water pressure.
8. **PRICING.** The prices set forth in this Agreement are based upon prices currently charged by PURETEC'S suppliers of services, materials, and parts on the date of this Agreement. If PURETEC is subsequently charged higher prices by such suppliers, PURETEC may increase the prices to Customer during the term by the percentage increase charged by suppliers to PURETEC. Unless otherwise specified in writing, PURETEC's pricing does not include, and PURETEC shall not be responsible for, any taxes, permits, tariffs, duties, fees or shipping costs.
9. **TERM AND RENEWAL.** The initial term of the Agreement is specified in the attached Order between Customer and PURETEC. At the end of the initial term, the term will automatically renew for the successive periods of the same duration as the initial term, unless PURETEC or the Customer notifies the other in writing of its intent not to renew the Agreement no sooner than three (3) months before the end of the applicable term or later than one (1) month prior to the end of the applicable term. Upon any renewal, PURETEC may increase any pricing for services by delivering written notice of such price increase to the Customer.
10. **TERMINATION FOR DEFAULT.** In the event either party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof, the other party may terminate this Agreement immediately upon written notice to the party in breach.

Initials \_\_\_\_\_



## PROPOSAL: 31342-2

**11. REMEDIES FOR DEFAULT.** Customer acknowledges that the Equipment is specially delivered and installed by PURETEC at the property of Customer. Customer further acknowledges that the pricing under this Agreement was provided with the understanding that the Customer will complete the initial term and any renewal term. The parties further acknowledge that the amount of loss or damages likely to be incurred by PURETEC in the event of breach by the Customer is incapable or difficult to ascertain. If Customer breaches the Agreement by terminating the Agreement before the end of the initial term or renewal term or PURETEC terminates this Agreement pursuant to paragraph 10 above, Customer agrees to pay as damages and not as a penalty the resulting product of eighty percent (80%) multiplied by all monthly rental charges remaining under the term of the Agreement. PURETEC and Customer agree that this amount bears a reasonable relationship to the probable loss likely to be incurred by PURETEC in the event of early termination of the Agreement or default by Customer. The amount of these damages will become immediately due and payable on termination of the Agreement. Such agreed upon damages will apply only to damages sustained as a result of early termination of the Agreement or termination by default and PURETEC reserves all other rights for any further or other breach of the Agreement.

**12. PAYMENT.** Customer will be billed monthly by PURETEC for all services. Payments are due within thirty (30) days of billing. Customer agrees to pay interest on past due balances of one and one-half percent (1-1/2%) per month.

**13. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PURETEC MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, REGARDING THE EQUIPMENT OR SERVICES PROVIDED BY PURETEC, INCLUDING, BUT NOT LIMITED TO, THE QUALITY, QUANTITY, OR USE AND APPLICABILITY OF WATER. PURETEC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR USE OR PURPOSE. CUSTOMER AFFIRMS THAT CUSTOMER HAS NOT RELIED ON PURETEC'S SKILL OR JUDGMENT TO SELECT THE TYPE OF EQUIPMENT, PURIFIED WATER OR WATER QUALITY FOR ANY PARTICULAR PURPOSE BY CUSTOMER.

**14. LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits and to provide Customer with the most advantageous pricing, PURETEC and Customer agree to limit PURETEC'S liability under this Agreement as follows: TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER'S USE OF THE EQUIPMENT OR TREATED WATER IS AT CUSTOMER'S SOLE RISK. PURETEC, ITS SHAREHOLDERS, OFFICERS, OR EMPLOYEES, SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE, DAMAGES FOR LOSS OF GOODWILL, LOSS OF USE, WORK STOPPAGE, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES. THE FOREGOING SHALL APPLY EVEN IF PURETEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PURETEC'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PURETEC RECEIVED FROM CUSTOMER PURSUANT TO THE ORDER DURING THE APPLICABLE TERM.

**15. INDEMNIFICATION.** Customer agrees to indemnify, defend and hold PURETEC or its agents and employees harmless from any claims made by third parties against PURETEC or its agents or employees arising out of CUSTOMER'S use of the Equipment, breach of Customer's obligations under these Terms and Conditions, leakage, or use of water, including, but not limited to, any claims for property damages, personal injury, or economic loss. Notwithstanding the above, Customer shall have no obligation to indemnify, defend or hold PURETEC or its agents and employees harmless for any claims made by third parties arising out of PURETEC'S sole negligence.

**16. AMENDMENTS.** These Terms and Conditions may only be amended by written agreement executed by both PURETEC and Customer.

**17. APPLICABLE LAW.** This Agreement is made with reference to and shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflict of laws rules of the State of California or any other jurisdiction that would call for the application of the laws of any jurisdiction other than the State of California.

**18. ARBITRATION.** Except as set forth below in paragraph 19, any dispute, claim, or controversy between the parties relating to or arising out of the interpretation or performance of this Agreement shall be resolved by binding arbitration conducted by a single arbitrator selected by the parties or, if the parties cannot agree on an arbitrator, appointed by the Superior Court for the County of Ventura, State of California pursuant to California Code of Civil Procedure § 1281.6. The location of the arbitration hearing shall be Ventura County, California. The award of the arbitrator shall be final and judgment entered in the Superior Court for the County of Ventura, State of California. Any application for provisional remedies filed under California Code of Civil Procedure § 1281.8 or petition to compel arbitration shall be filed in the Superior Court for the County of Ventura, State of California. The hearing shall be governed by the California Code of Civil Procedure § 1281 et seq., including California Code of Civil Procedure § 1283.05.

Initials \_\_\_\_\_



# PROPOSAL: 31342-2

**19. EXCEPTIONS TO ARBITRATION.** Notwithstanding anything to the contrary in paragraph 17, the parties have no obligation to arbitrate the following disputes, claims, or controversies: (1) claims for damages of less than \$25,000; (2) claims for specific performance; and (3) claims for unpaid invoices. The parties agree that the exclusive forum for the resolution of such claims shall be the Superior Court for the County of Ventura, State of California.

**20. ATTORNEY'S FEES.** The prevailing party in any legal action arising out of this Agreement, whether in arbitration or otherwise, shall be entitled to recover its reasonable attorneys' fees, costs, and expenses (including expert witness fees) from the other party.

**21. COMPLETE AGREEMENT.** This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties and contains all of the covenants and agreements between the parties. Except as expressly set forth herein, no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party or anyone acting on behalf of any party. If any provision of this Agreement is determined by any court of competent jurisdiction or duly authorized arbitrator(s) to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid that invalidity, illegality, or unenforceability or, if that is not possible, that provision shall, to the extent of that invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

**22. DISCLOSURE OF RISKS FROM LEAKAGE; WAIVER AND RELEASE OF CLAIMS FOR WATER LEAKS.** Customer acknowledges that it has been advised by PURETEC that there is a high risk of leaks from purified water systems. Such systems should be installed only where there is adequate drainage and in a manner to avoid damage from leaks. Customer hereby acknowledges and affirms that Customer has independently evaluated and designated the location for the installation of the purified water system, products and Equipment. Customer further acknowledges and agrees that PURETEC shall not be liable to Customer for any claims, demands, actions, causes of action, obligations, losses, liabilities, damages, costs or expenses of any nature or type whatsoever ("Claims"), directly, indirectly, or in any manner whatsoever, caused by or related to water leaks, including, without limitation, property damage, business interruption, mold, or personal injuries, and Customer hereby expressly waives, releases and forever discharges PURETEC of and from any and all such Claims. Customer hereby covenants and agrees never to commence or prosecute any action or proceeding against PURETEC based upon the Claims covered by the foregoing release. Customer will monitor and inspect the purified water system product and Equipment for any leaks. This provision shall apply to any leaks or spillage of water by PURETEC during any servicing, installation or removal process.

**23. FORCE MAJEURE.** If the performance of this Agreement or any obligation hereunder is prevented or restricted by reason of fire, work stoppage, war, governmental action, natural disaster, or other causes beyond the reasonable control of PURETEC, PURETEC, upon giving written notice to Customer, shall be excused from performance to the extent of such prevention or restriction.

Effective May 23, 2020

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## PROPOSAL: 31342-2

### Important Notice

Water leaks are highly likely with any water treatment system. Below are some precautions to prevent water leaks and/or resin spillage.

1. Municipal water pressure often increases significantly at night when there is little water usage. This can put excessive strain on DI tanks and connecting hoses. The DI systems are not intended for water pressure to exceed 80 psi. If possible, shutting off the water supply to DI tanks at night is a good safeguard to prevent water leaks.
2. It is also highly recommended that a pressure regulator (set below 80psi) is installed prior to the DI tank system. Pressure regulators are prone to failure and need to be maintained on a frequent basis.
3. It is a good idea to have a floor drain and wall protectors installed in the same room as the DI tanks.
4. If the tanks will be exposed to freezing conditions or feed water above 120 F then this can likely lead to water leaks.
5. If any vacuum occurs in the DI system, then the DI tanks will likely rupture and leak. A vacuum breaker should be installed prior to the DI tanks to be safe. Some examples of when a vacuum may occur are when DI tanks are elevated from their point of use, a fire hydrant was exercised on the street or the DI water is re-pressurized after the DI tanks.
6. When a softener is used before a water heater, the pop off relief valve should be in working order on the water heater.
7. If the DI water is going to a storage tank, the float level switches need frequent maintenance to prevent overfilling.
8. There should always be a post-filter placed after DI tanks in the event of a lateral failure inside the tank which will cause resin to leak into the water supply. A post filter (5-micron pore size) will capture any loose resin beads and prevent any further contamination.
9. If possible, placing the DI tanks outside is another safeguard to prevent water damage from leaks.
10. Water backflow into the inlet of the DI tank will cause resin leakage from the inlet of the tank.

**A note on leak detectors:** Leak detectors are not reliable, and you should not rely on them as a foolproof method to prevent water related damages. Furthermore, if the leak occurs after the DI tanks, then the deionized water often doesn't activate the leak detector since deionized water is not very conductive.

**NOT A WARRANTY:** This notice is provided for informational purposes only and does not constitute a warranty or guaranty of any kind by PURETEC. The only warranties provided by PURETEC are as expressly set forth in the General Terms and Conditions. Except as otherwise expressly agreed by PURETEC in writing, Customer shall be solely responsible and liable for the performance of all appropriate maintenance and operation of the water treatment system.

Initials \_\_\_\_\_

Proposed By:



For additional information, please contact:

Name: Taryn Tiedge  
Cell: 949.540.5981  
Email: [taryn.tiedge@ecolab.com](mailto:taryn.tiedge@ecolab.com)



Nalco Water Pretreatment Solutions  
1061 Petra Lane  
Placentia, CA 92870  
714-792-0708

August 26, 2021

To: Ashley Gibson

Sales Quote #214110TT-A

**Project:** DI System Installation

Hello,

Thank you for allowing Nalco the opportunity to propose DI System Installation at your facility, described below. Any changes or deviations in feed water quality may require system redesign to ensure desired end water quality is achieved.

All services provided by Nalco are subject to our Service Standards, including: safety training and appropriate PPE, operations check-in, a job completion walk-through, and a final service report documenting work completed upon check out.

The attached proposal contains detail regarding system design and equipment specifications. Please do not hesitate to contact me if you have any questions or require additional information. I appreciate your consideration and look forward to working with you on this project.

**Taryn Tiedge**

DISTRICT REPRESENTATIVE- HIGH PURITY WATER & PRETREATMENT SOLUTIONS

**NALCO Water | An Ecolab Company** 1061 PETRA LANE, PLACENTIA, CA 92870

M 949 340 5081 E [Taryn.Tiedge@ecolab.com](mailto:Taryn.Tiedge@ecolab.com)

Customer Service: [NalcoPTS.West@ecolab.com](mailto:NalcoPTS.West@ecolab.com) or 714-792-0708.



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 1961 Petra Lane  
 Placentia, CA 92870  
 714-792-0708

**Design Criteria:**

System was designed and engineered by others. Nalco will replicate the existing system.

Feed Water: Municipal, Cold  
 Quality Required: <10 microsiemens

**Scope:**

Installation of a replica of existing DI system, not including the loop in the ceiling that travels to the labs. System will be hard plumbed in Sch 80 PVC except for the tank hoses to reduce the potential for leaks.

**Pricing:**

QTY	UOM	Part	Price	Extended Price	Schedule (days)	Yearly Spend Estimate
<b>Major Components</b>						
2	EA	10" Filter Housing & Bracket	\$ 95.00	\$ 190.00	n/a	\$ 190.00
1	EA	10" 5 Micron Filter	\$ 10.00	\$ 10.00		\$ 10.00
1	EA	10" 0.2 Micron Filter	\$ 165.28	\$ 165.28		\$ 165.28
1	EA	Grundfos SS Recirculation Pump	\$ 721.50	\$ 721.50		\$ 721.50
1	EA	Agua Azul SB-10 UV System 254nm	\$ 2,160.00	\$ 2,160.00		\$ 2,160.00
1	EA	Hose Assembly	\$ 250.00	\$ 250.00		\$ 250.00
1	EA	Seko 500 Controller	\$ 4,425.00	\$ 4,425.00		\$ 4,425.00
1	EA	High Purity Conductivity Probe	\$ 325.00	\$ 325.00		\$ 325.00
1	EA	pH Probe	\$ 270.00	\$ 270.00		\$ 270.00
<b>Labor &amp; Material</b>						
1	EA	Material Lot - Plumbing	\$ 1,875.00	\$ 1,875.00	n/a	\$ 1,875.00
1	EA	Labor Installation & Commissioning	\$ 2,653.00	\$ 2,653.00		\$ 2,653.00
<b>DI Pricing</b>						
1	MO	LOHD Mixed Bed, 1.6 Cuft Monthly Usage	\$ 15.00	\$ 45.00	30	\$ 540.00
1	Ex	LOHD Mixed Bed, 1.6 Cuft Tank Exchange	\$ 58.00	\$ 174.00	90	\$ 696.00
1	EA	Delivery	\$ 145.55	\$ 145.55	90	\$ 582.20

**Total Installation: \$ 14,763.78**



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**Additional Information:**

Contract Term	1 Year
Lead Time	TBD at ARO
Taxes	As Applicable
Payment Terms	Net 30
Terms & Conditions	Attached
Quotation Validity	60 Days

**Standard Exclusions:**

If service is to be performed at a customer location due to the preceding proposal, the following is a list of items not included with our equipment supply, service supply or on-going maintenance services at a customer facility:

- Leaks and/or floods, and any resulting damage or injuries resulting from said issues, due to blockage, flow restriction or gravitational flow issues with current drain piping arrangement.
- Permits, building inspections, taxes or duties.
- Indoor location for equipment with suitable heat, light and ventilation.
- Civil or concrete work.
- Core drilling or wall penetrations.
- Floor drains adequately sized and located.
- Union or licensed plumbing labor or labor subject to prevailing wage determinations.
- Water main work.
- Installation of back-flow preventer(s).
- Electrical load center(s).
- Water heater(s).
- Insulation or heat tracing.
- Gas lines.
- Storage of equipment.
- Demolition, disposal or other work related to existing equipment.
- Field labeling of components or piping.
- Validation assistance or (IC/OC/PO) services.
- Seismic Zone 4 Stamped Drawing & Calculation Package (not included, documentation package can be provided under separate quote).

**TERMS AND CONDITIONS**

1. **ACCEPTANCE.** This Agreement is the entire contract between you, (hereinafter "Customer") and NALCO Water Pretreatment Solutions (hereinafter "NALCO"). By signing this Agreement, Customer accepts the equipment and/or services described there and agree to be bound by the following terms and conditions. No promise, statement or representation of any of NALCO agents or employees will be binding upon NALCO unless it appears on this Agreement. Also, no promise, statement or representation of any NALCO agents or employees will relieve Customer of any obligations Customer undertakes with this Agreement.
2. **PAYMENT TERMS.** Standard payment terms are net 30 days of invoice date. Customer agrees to promptly pay all amounts due under this Agreement. If Customer fails to pay all bills due under this Agreement, Customer agrees to pay all costs of collection proceedings including the cost for reasonable attorney's fees.

A SERVICE CHARGE at the ANNUAL PERCENTAGE RATE OF 21% (1.75% PER MONTH) or the highest rate permitted by law, whichever rate is lower, will be imposed on all amounts that are past due when they are outstanding for at least 30 days. There is a minimum service charge of \$150.00. Finance charges are imposed on a past due amount





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 714-792-0708

on the first of the month. If Customer's account is past due for more than 30 days on the first of the month, a finance charge will be imposed on that amount.

3. **ENTRY.** Customer authorizes NALCO to: (a) enter the premises to install and service the equipment, (b) do work or make changes on Customer's premises, as required for NALCO to fulfill the terms of this Agreement, and (c) if this Agreement requires NALCO to furnish Customer with NALCO owned equipment, NALCO has the right to remove it upon termination of this Agreement. If equipment is inaccessible, then NALCO, at its option, may impose prevailing special trip fees for repeat visits to complete required work.
4. **SAFETY.** Customer authorizes NALCO to evaluate the Customer site conditions where the equipment and/or services will be performed. At any time during the installation or on-going service of equipment, if the customer site conditions are perceived to be unsafe or hazardous by a representative of NALCO, NALCO reserves the right to decline to enter the premise and/or provide service until modifications to the premise, which comply with NALCO safety guidelines, are completed, or at NALCO's option, remove the equipment and terminate this Agreement. If NALCO is required to make additional trips to the equipment installation site because of safety concerns, then NALCO, at its option, may impose prevailing special trip fees.
5. **INSTALLATION AND OPERATION.** Customer represents that it has the legal right of possession of the property upon which the water treatment equipment ("Equipment") shall be placed and grants to NALCO, the right to use and access the location for Equipment that is the subject of this Agreement. Customer shall obtain any necessary third-party approvals, including governmental permits or licenses, for installation and operation of Equipment, and will be responsible for the Equipment after delivery to Customer's site.

Customer shall provide the required electrical service and a continuous incoming water flow that meets the specifications specified by NALCO for operation of Equipment. Customer shall use only potable water with Equipment. Customer shall ensure that at no time the water pressure to Equipment exceed 80 pounds per square inch, and any greater pressure may cause irreparable damage to Equipment or affect its operation and the quality of the product. Customer shall, in accordance with all applicable laws and regulations, provide for the disposal of all water treatment system effluent as may exist from time to time, at no cost to NALCO. The installation of Equipment does not include any repairs to Customer's existing plumbing system.

It is important that Equipment be maintained according to manufacturer instructions, including replacement of filters and other components, and regular sanitary maintenance of tanks, valves, and piping. If Customer's water quality, water consumption, water pressure or flow rate change or if maintenance of the equipment is affected by external factors such as sand or sediment or an inadequate water supply, different or additional equipment may be required. Upon Customer's request, NALCO will furnish the required equipment at customary charges then in effect.

Determination of suitability of treated water for Customer's application and use shall be the sole and exclusive responsibility of Customer. Customer shall also be responsible for the ongoing monitoring and testing of water quality. Customer acknowledges that NALCO has advised it to obtain a water quality monitor and to regularly monitor the water before and after NALCO equipment for suitability of use. The failure to monitor and maintain the water quality by Customer may cause damage to equipment and adversely affect operations.

6. **WATER DAMAGE:** Customer acknowledges there is a high risk of leaks from purified water systems, products and equipment and that such systems, products and equipment should be installed only where there is adequate drainage and in a manner to avoid damage from leaks. Customer had independently evaluated and designated the location for the installation of the purified water system, products and equipment, and Customer shall be solely responsible for that designation. Customer shall have ongoing direct and sole responsibility to monitor and inspect the purified water system product and equipment for any leaks. This provision shall additionally be applicable to any leaks or spillage of water by NALCO during any servicing, installation or removal process as it is specifically



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acknowledged and known by Customer that there may be water spillage during these types of events. Customer shall at Customer's sole expense and cost, fully defend and indemnify NALCO for, from and against any and all claims by and liabilities related to, being caused by, arising from, or, concerning any water leaks and any and all claims of and liabilities for damages and/or injuries of any nature or type arising therefrom or being caused by or relate thereto.

CUSTOMER ASSUMES ALL LIABILITY FOR INJURY OR DAMAGE TO OR ARISING OUT OF POSSESSION, USE OR CONTROL OF THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE AND WILL OBTAIN INSURANCE TO COVER ANY SUCH LIABILITIES WITH NALCO NAMED AS A LOSS PAYEE. NALCO SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOST PRODUCTION, WHETHER ARISING UNDER BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, INDEMNITY OR ANY OTHER THEORY OF LIABILITY. IN ANY EVENT, NALCO'S LIABILITY FOR ANY AND ALL CLAIMS, DAMAGES AND CAUSES OF ACTION ARISING OUT OF THE SALE, USE, STORAGE, DELIVERY OR NON-DELIVERY OF ANY EQUIPMENT, PERFORMANCE OF ANY SERVICES INCLUDING WITHOUT LIMITATION ANY WARRANTY, OR ANY OTHER CLAIM, DAMAGES, LOSSES OR LIABILITY, SHALL BE LIMITED TO THE PRICE (INCLUDING FREIGHT CHARGES IF PAID BY BUYER) PAID TO NALCO FOR SUCH EQUIPMENT OR SERVICES DETAILED IN THIS AGREEMENT.

7. **INDEMNITY.** With respect to third-party claims under this Agreement, each party as indemnitor agrees to hold the other party harmless from third-party damages, claims, liabilities and costs to the extent caused by the negligence or misconduct of the indemnitor.
8. **CANCELLATION, TERMINATION and DEFAULT**
- (a) Customer may terminate this Agreement upon payment of all unpaid periodic payments, any applicable cancellation charge (as provided in (b) below) and return of Equipment. If Customer moves, Customer's final payment will be prorated to the date of Customer's move.
  - (b) If this Agreement states that it is for a specified term and Customer breaches the Agreement for any reason or terminates this Agreement prior to the end of that term, Customer shall be liable, in addition to all other potential damages, for all remaining unpaid monthly rental and exchange charges for the particular full term during which the breach or termination occurred.
  - (c) Prior to the end of the term, NALCO may terminate this Agreement without cause after giving Customer 60 days prior written notice. Upon such termination, NALCO shall be entitled to return of Equipment, all unpaid periodic payments to the date of removal of the equipment and reasonable costs including attorney's and collection and repossession of Equipment if required.
  - (d) If Customer fails to make the equipment available to NALCO for removal from Customer's premises upon termination of this Agreement or if Customer fails to tell a new owner or occupant of the property that Customer does not own the equipment, Customer agrees to pay NALCO its value (fair market value at ordinary wear and use), if Customer disagrees with the value determined by NALCO, Customer may obtain, at Customer's expense, a professional appraisal of the value by an independent third party agreeable to both or NALCO: the appraised value will then be used as the value.

As long as the customer is not in default, and neither party has given written notice of non-renewal to the other party at least 30 days prior to the applicable expiration date, at the end of the initial term of this Agreement or of any renewal term, the term will be automatically renewed for a time period equal to the initial term. Upon any renewal, NALCO should have the right to issue notice of increased pricing which shall be effective for any renewed term, unless Customer notifies in writing within fifteen (15) days of issuance of said notice. If Customer timely objects to the increased pricing, then the pricing for any renewal term shall not be less than three (3%) for each twelve (12) months of the preceding term. Timely notice to not renew the service prior to the end of the initial or any renewal term shall not relieve the Customer of its obligations under the Agreement for the monthly rental service charge and exchange charges, which shall continue to be due and owing in accordance with this Agreement.



Nalco Water Pretreatment Solutions  
 1061 Petra Lane  
 Placentia, CA 92870  
 714-792-0708

9. **FORCE MAJEURE AND SHORTAGES.** Neither party shall be liable for any failure or delay in performance (other than payment), which is due, in whole or in part, to any cause of any nature beyond the reasonable control of the party affected. If there are product shortages for any reason, NALCO may allocate the available supply of product on whatever basis it deems practical.
10. **MISCELLANEOUS.**
- (a) This agreement shall be governed by the laws of Illinois without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is inapplicable to this agreement.
  - (b) NALCO may use a subcontractor provided that the subcontractor is acceptable to the Customer.

IN ADDITION, THE FOLLOWING TERMS AND CONDITIONS APPLY BUT ONLY IF THIS AGREEMENT REQUIRES NALCO TO FURNISH CUSTOMER WITH EQUIPMENT / EQUIPMENT SERVICE:

- A. **SECURITY DEPOSIT.** If Customer has paid a security deposit (as indicated on the front of this Agreement), Customer will not use it to apply to any payments due or to become due. The deposits will be held by NALCO as security for Customer full compliance with the terms of this Agreement and will not accrue interest. The security deposit will be returned to Customer within 30 days of termination of this Agreement, as long as Customer has fully complied with the terms of this Agreement.
- B. **MAINTENANCE RESPONSIBILITIES.** Customer is responsible for the following maintenance of the equipment; repair or damage due to Customer's misuse or negligence, humidity, condensation, freezing, fire or other catastrophe, loss or damage due to theft or causes beyond NALCO's control and maintenance of an adequate supply of salt and/or chemical. Customer is not responsible for reasonable wear and use. If the equipment requires maintenance or repair for which Customer is responsible (unreasonable or excessive wear and use of the equipment; repair or alteration by unauthorized persons; relocation from the original site of installation, intentional or negligent damage, or damage beyond NALCO's control) Customer agrees to pay for its replacement or repair by NALCO at their prevailing rates.
- C. **EXCLUDED SERVICE.** The service charge does not include setting time clocks or emptying salt into the salt barrel/brine tank. If you can use salt not purchased from NALCO in this equipment and a service call is required because the salt is not technically satisfactory for use with this equipment, Customer agrees to pay the cost of the service call. Services or maintenance on or to the equipment provided under this Agreement will be provided by NALCO without charge only during normal business hours. Service that is requested and performed outside of normal business hours will, if NALCO chooses, be billed to Customer at prevailing service rates.
- D. **TITLE TO EQUIPMENT.** NALCO will always own the equipment provided to Customer and it shall not be considered to be affixed to the real estate. Customer will take all reasonable steps to assure the equipment is not considered part of the real estate.



**Date:** September 21, 2021 **Task:** Not Applicable

**Prepared By:** Joseph B. Zoba, General Manager  
Allison M. Edmisten, Chief Financial Officer

**Subject:** Authorization to Enter into a Contract with Bank of America Securities for Investment Banking and Underwriting Services and Stradling, Yocca, Carlson & Rauth for Bond and Disclosure Counsel Services for the Potential Refinancing of District Debt

**Recommendation:** That the Board authorize the General Manager to: (1) authorize Bank of America Securities to proceed with the proposed refinancing transaction as the investment banking/underwriting firm for an estimated amount of \$75,333; and (2) authorize Stradling, Yocca, Carlson & Rauth to proceed as bond and disclosure counsel for the proposed refinancing transaction for an estimated amount of \$82,500.

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On June 29, 2004, the Yucaipa Valley Water District issued \$45,730,000 of Water System Revenue Certificates of Participation, Series 2004A for the construction of the Yucaipa Valley Regional Water Filtration Facility.

Between 2009 and 2016 the Yucaipa Valley Water District entered into contracts with the State Water Resources Control Board for six State Revolving Fund loans for the expansion and upgrade of the Wochholz Regional Water Recycling Facility along with several other sewer related projects. These loans currently have interest rates that range between 2.20-2.70%, which are well in excess of the current public market rates for comparable maturities.

On February 26, 2015, the Yucaipa Valley Water District Financing Corporation refinanced the Series 2004A debt by issuing \$30,810,000 in bonds as the Water System Refunding Revenue Bonds, Series 2015A.

On June 6, 2021, the Board of Directors authorized the General Manager to execute an agreement with Fieldman Rolapp & Associates as the Financial Advisor for the potential refinancing of existing water and sewer enterprise debt as well as issuing new debt [Director Memorandum No. 21-104]. A copy of the draft agreement with Fieldman Rolapp & Associates is attached to this memorandum on page 3 of 83.

In order to proceed with the refinancing, the District staff requested the Fieldman Rolapp staff to reassemble the refinancing team used in 2015 and to obtain quotes for the anticipated transaction. The proposed refinancing team will consist of Bank of America Securities as the underwriter. The attached recommendation from Fieldman Rolapp outlines the anticipated cost of \$75,333, or \$2.077 per \$1,000 of bonds sold. This is a lower cost than the average fee paid to underwriters over the last two years of \$3.272 per \$1,000 or last year's average of \$3.648 per

\$1,000. The recommendation and information about the underwriting services to be provided by Bank of America are provided in this memorandum on page 73 of 83.

Another extremely important member of the refinancing team will be Stradling, Yocca, Carlson & Rauth as the bond counsel. Stradling, Yocca, Carlson & Rauth has knowledge and familiarity with the District and they have also been directly involved in the formation of the Joint Exercise of Powers Agreement creating the Upper Santa Ana River Watershed Infrastructure Financing Authority which will be used for potential Water Infrastructure Finance and Innovation Act (WIFIA) funding. The fee for Stradling, Yocca, Carlson & Rauth is \$82,500 which is within the range of \$75,000-\$135,000 paid by other water/wastewater agencies for bond counsel and disclosure counsel services. The recommendation and information about the bond and disclosure counsel services by Stradling, Yocca, Carlson & Rauth are provided in this memorandum on page 82 of 83.

#### Financial Impact

The fees provided above will be included in the refinancing of debt and are typically paid at time of closure.

**PROFESSIONAL SERVICES AGREEMENT  
FOR MUNICIPAL ADVISOR**

This agreement has been entered into this \_\_\_\_ day of September, 2021 by and between the Yucaipa Valley Water District (the "District") and Fieldman, Rolapp & Associates, Inc. (herein, the "Consultant").

WHEREAS, the District desires independent municipal advisory services to be performed in connection with financial services pertaining to the refinancing of existing debt and the issuance of new money for capital projects (herein, the "Project"); and

WHEREAS, the District desires to retain the professional and technical services of the Consultant for the purpose of financial planning and debt issuance (as more fully described in Exhibit A, the "Services");

WHEREAS, the Consultant is well qualified to provide professional financial advice to entities such as the District;

WHEREAS, the Consultant is registered as a municipal advisor with both the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

**Section 1      Municipal Advisory Services.**

Consultant will provide services in connection with the Project as such Services are fully described in Exhibit A and Exhibit C attached to this Agreement. Consultant is engaged in an expert financial advisory capacity to the District only. It is expressly understood that the Services rendered hereunder are rendered solely to the District. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

**Section 2      Additional Requested Services (Amendment of Services).**

The District may request that Consultant provide additional services beyond the scope of those referenced in Section 1 above and specifically listed in Exhibit A to this Agreement. The Services to be provided under this Agreement may only be amended by a modification as provided for in Section 6.

**Section 3      Compensation**

- 3.01 For Consultant's performance of Services as described in this Agreement, the Consultant's compensation will be as provided in of Exhibit B and Exhibit C attached to this Agreement,
- 3.02 Payment of Consultant's expenses shall be made at the time and in the form as provided for in Exhibit B to this Agreement.

- 3.03 Unless otherwise specified, payment of Consultant's compensation and expenses is due thirty (30) days after submission of Consultant's invoice for Services.
- 3.04 In the event District abandons the Services of the Consultant prior to completion of Consultant's work, Consultant shall be compensated for Services performed to the point of abandonment at the hourly rates specified in Exhibit B. An act of abandonment shall be deemed to have occurred when no action has been taken by the District relative to the services of the Consultant for a period of six (6) months from the date of the initial performance of a service, and there has been a written notification to the Consultant of an abandonment of the Project by the District.
- 3.05 The schedule of Consultant fees set forth in this Agreement and Exhibit B is guaranteed by Consultant for the term of this Agreement.

**Section 4 Personnel.**

Consultant has, or will secure, all personnel required to perform the Services under this Agreement. Consultant shall make available other qualified personnel of the firm as may be required to complete Consultant's services. The District has the right to approve or disapprove any proposed changes in Consultant's staff providing service to the District. The District and Consultant agree that such personnel are employees only of Consultant and shall not be considered to be employees of the District in any way whatsoever.

**Section 5 Term of Agreement.**

This Agreement shall continue in full force and effect unless terminated by either party by not less than thirty (30) days written notice to the other party. This Agreement may be extended from time to time as agreed by the District and the Consultant pursuant to Section 6.

**Section 6 Modification.**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties; provided that the Disclosures (as defined herein) required by Section 16 will be updated by the Consultant as required by law. This shall not prohibit the District and Consultant from entering into separate agreements for other services.

**Section 7 Work Products.**

All work products or any form of property developed by the Consultant in providing the Services shall be provided to the District on request. Work products developed by the Consultant shall be the property of the District, provided that Consultant may use such work products developed for the District and may employ those work products to develop refinements or additional work products in the course of its business.

**Section 8 Assignment.**

The rights and obligations of the District under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the District. This Agreement may not be assigned by the Consultant without the consent of the District except for compensation due Consultant.

**Section 9 Disclosure.**

Consultant does not assume the responsibilities of the District, nor the responsibilities of the other professionals and vendors representing the District, in the provision of services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the District. Information obtained by Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by Consultant.

**Section 10 Confidentiality.**

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the District as confidential shall be protected by the Consultant from unauthorized use or disclosure. The District acknowledges that the Consultant is required to comply with applicable laws governing disclosure of public information.

**Section 11 Indemnification.**

The District and Consultant shall each indemnify and hold harmless the other from and against any and all losses, claims, damages, expenses, including legal fees for defense, or liabilities (collectively, "damages"), to which either may be subjected by reason of the other's acts, errors or omissions, except however, neither will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either or errors of judgment reasonably made.

**Section 12 Insurance.**

- 12.01 Consultant shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.
- 12.02 Consultant, at its own expense, shall obtain and maintain insurance at all times during the term of this Agreement. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.
- 12.03 Insurance coverages shall not be less than the following:
  - A. Workers' Compensation
    - 1. State worker's compensation statutory benefits
    - 2. Employer's Liability - policy limits of not less than \$1,000,000



B. Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:

1. Premises operations
2. Contractual liability
3. Products
4. Completed operation

C. Errors and omissions with policy limits of \$2,000,000.

12.04 If requested, certificates of insurance naming the District as an additional insured shall be submitted to the District evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal.

**Section 13 Permits/Licenses.**

The Consultant shall obtain any permits or licenses, as may be required for it to complete the Services required under this Agreement.

**Section 14 Binding Effect.**

14.01 A waiver or indulgence by the District of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

14.02 All agreements contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.

14.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 15 Choice of Law.**

The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit concerning this Agreement is Orange County, California.

**Section 16 Conflict of Interest and Other Required Disclosures.**

Consultant covenants and agrees to provide to the District disclosures of material conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures"). The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by

reference as of the date thereof into this Agreement to the same extent as if set forth herein. The initial Disclosures are as set forth in Exhibit C to this Agreement.

IN WITNESS Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

**YUCAIPA VALLEY WATER DISTRICT**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIELDMAN, ROLAPP & ASSOCIATES, INC.**  
19900 MacArthur Boulevard, Suite 1100  
Irvine, CA 92612

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR  
BY AND BETWEEN  
THE YUCAIPA VALLEY WATER DISTRICT  
AND  
FIELDMAN, ROLAPP & ASSOCIATES, INC.

*Scope of Services*

**A. General Services.**

The Consultant shall perform all the duties and services described in Section 1 of this Agreement and shall provide such other services as it deems necessary or advisable to accomplish the Project, consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the District.

The District may, with the concurrence of Consultant, expand this Agreement to include Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this Exhibit A and are subject to compensation described in Exhibit B to this Agreement.

**B. Transaction Services.**

The Consultant shall assume primary responsibility for assisting the District in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the District, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the District's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include the following:

- If requested, analyzing different funding methods in connection with debt issuances
- Establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the District Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentations and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance
- Review compliance with additional debt test provisions

Specifically, Consultant will:

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YUCAIPA VALLEY WATER DISTRICT/FIELDMAN, ROLAPP & ASSOCIATES Exhibit A, Page 1  
FRA Project No. 21212  
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1. Establish the Financing Objectives.

At the onset of the financing transaction process for the Project, FRA will review the District's financing needs and in conjunction with the District's management, outline the objectives of the transaction to be undertaken and its proposed form.

2. Develop the Financing Timetable.

FRA will take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

FRA will have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted. FRA will coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. FRA will prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

Upon direction of the District, FRA will review the official statement for the debt issue to ensure that the District's official statement is compiled in a manner consistent with industry standards.

5. Procure and Coordinate Additional Service Providers.

Should the District desire, FRA may act as District's representative in procuring the services of financial printers for the official statement and related documents. In addition, FRA may act as the District's representative in procuring the services of Trustees, or other professionals, if the District directs.

6. Provide Financial Advice to the District Relating to Financing Documents.

Simultaneous with the review of official statements for the debt issue FRA will assist the underwriter, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, FRA will monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure for the debt issue.

7. Compute Sizing and Design Structure of Debt Issue.

FRA will work with the District's staff to design a financing structure for each debt issue relating to the Project that is consistent with the District's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentation and Investor Briefings.

FRA will develop a plan for presenting the financing program to the rating agencies and the investor community. FRA will schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the District officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

FRA will initiate discussions with bond insurers, and providers of other forms of credit enhancement, to determine the availability of and cost benefit of securing credit enhancement.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

FRA will provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the District's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Contact potential bidders
- Coordinate bid opening with the District officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, FRA will perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the District with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) or 10(b) above, FRA will recommend accepting or rejecting offers to purchase the debt issue. If the District elects to award the debt issue, FRA will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

FRA will assist in arranging for the closing of the financing. FRA will assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

13. Additional Debt Test.

FRA will provide the appropriate documentation and calculation in connection with the District's compliance with its additional bonds test, if needed.

**EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR  
BY AND BETWEEN  
THE YUCAIPA VALLEY WATER DISTRICT  
AND  
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

*Compensation and Expenses*

**Part 1 Transaction Based Compensation**

For Services referenced in Section 1 of this Agreement, including Services performed after the adoption by the Board of Directors, the Consultant will be compensated as described in the table below:

<u>Transaction Size</u>		<u>Fees</u>	
\$1	to	\$20,000,000	\$32,500
\$20,000,001	to	\$60,000,000	\$47,500
\$60,000,001	to	\$100,000,000	\$68,500
\$100,000,001		and above	to be negotiated

Payment of compensation earned by Consultant pursuant to this Part 1 shall be contingent on, and payable at the closing of the debt issue(s) undertaken to finance the Project.

**Part 2 Hourly Compensation**

For Services and Additional Services referenced in Section 1 and Section 2 of this Agreement, including Services performed prior to the adoption by Board of Directors, the Consultant will be compensated at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

<u>Personnel</u>	<u>Hourly Rate</u>
Executive Officer .....	\$375.00
Principal.....	\$345.00
Executive / Senior Vice President.....	\$330.00
Vice President.....	\$275.00
Assistant Vice President.....	\$235.00
Senior Associate.....	\$200.00
Associate .....	\$180.00
Analyst .....	\$115.00
Administrative Assistant .....	\$90.00
Clerical .....	\$55.00

Hourly Compensation will be billed on a monthly basis and are due thirty (30) days from invoice date. Invoices not paid within sixty (60) days are subject to a two percent (2.00%) late fee for every month payment is late.

**Expenses**

Expenses will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the District for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the District upon prior authorization. Additionally, a surcharge of six percent (6.00%) of the compensation amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

**Limiting Terms and Conditions**

The above compensation is based on completion of work orders within six months of the District's authorization to proceed, and assumes that the District will provide all necessary information in a timely manner.

The fee referenced in Part 1 above, presumes attendance at up to [6] meetings in the District's offices or such other location within a 25-mile radius of the District place of business as the District may designate. Preparation for, and attendance at [3] meetings on any basis other than "by appointment" may be charged at our normal hourly rates referenced in Part 2 above.

**Abandonment**

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receive notification of such termination at the standard hourly rates shown above.



**EXHIBIT C  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR MUNICIPAL ADVISOR  
BY AND BETWEEN  
THE YUCAIPA VALLEY WATER DISTRICT  
AND  
FIELDMAN, ROLAPP & ASSOCIATES, INC.**

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YUCAIPA VALLEY WATER DISTRICT/FIELDMAN, ROLAPP & ASSOCIATES Exhibit C, Page 1  
FRA Project No. 21212  
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**PROPOSAL FOR  
FINANCIAL ADVISORY SERVICES  
FOR  
YUCAIPA VALLEY WATER DISTRICT**



Contact: Robert Porr: [rporr@fieldman.com](mailto:rporr@fieldman.com)  
Direct Line: 949-660-7323  
Mobile: 949-751-8445

Contact: Lora Carpenter: [lcarpenter@fieldman.com](mailto:lcarpenter@fieldman.com)  
Direct Line: 949-660-7312  
Mobile: 949-892-8617

**April 8, 2021**

19900 MacArthur Blvd, Suite 1100 • Irvine, CA 92612 • phone: 949.660.7300 • fax: 949.474.8773 • [www.fieldman.com](http://www.fieldman.com)

**Request for Proposals - Financial Advisory Services**

April 8, 2021

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APPENDIX A – Proposed Team Resumes

APPENDIX B – Public Sector Entities and Utility Practice Debt Outstanding (2019 – 2021)

APPENDIX C – Utility Public Sector Entities and Debt Issuance (2019 – 2021)

APPENDIX D – All FRA Public Sector Entities and Debt Issuance (2019 – 2021)

APPENDIX E – Standard Proposal Regulatory Disclaimer & Disclosures

**Request for Proposals - Financial Advisory Services**

April 8, 2021

**LETTER OF TRANSMITTAL**

April 8, 2021

Allison Edmisten, Chief Financial Officer  
 Yucaipa Valley Water District  
 12770 Second Street  
 Post Office Box 730  
 Yucaipa, CA 92399-0730  
 Via Email: aedmisten@yvwd.us

Dear Ms. Edmisten,

Fieldman, Rolapp & Associates (“FRA”, or the “Firm”) is pleased to submit this proposal to serve as Municipal Advisor to the Yucaipa Valley Water District (“District”). We are a leading municipal advisory firm in California with extensive experience in California water and wastewater related transactions. Our proposal highlights our experience preparing financial plans for clients, planning the execution of financings; developing credit strategies to optimize credit ratings; and our industry-leading transactional experience.

Our experienced team is comprised of our most experienced utility senior advisor and Practice Sector Head, Robert Porr, J.D, Executive Vice President. Mr. Porr will be supported by Lora Carpenter, Vice President. Each are experienced advisors in advanced analytics, financial modeling, debt structuring, and transaction execution. Mr. Porr is the primary contact for this proposal and will be the lead advisor to the District. We propose to work closely with the District to customize our services and role to meet your financial objectives.

The FRA team has extensive experience with designing and creating complex financial models that assess the use of multiple funding sources to provide definitive funding strategies. FRA is the right advisor for the District based on the following credentials:

- **Utility revenue bond experience.** We have advised on 103 utility transactions over the last five years, making FRA California’s most-active advisor (based upon the number of transactions completed) in the water/wastewater sector. Most of our long-term utility clients have credit ratings in the AA or AAA categories.
- **Service.** We serve “as an extension of staff”, our practice includes many clients that lean heavily upon us to fulfill broad scopes of service. Our assigned personnel readily accept a role that gets us “into the weeds” to help clients succeed.

Our service to the District will focus on implementing the following approach:

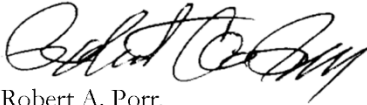
- **Providing rigorous quantitative analysis** of the District’s financial situation, financing options, and financial strategies, and providing clear, concise advice.
- **Using our expertise as a market leader** to enable the District to issue any debt with the **highest possible credit ratings and optimal structure** to achieve the lowest cost of capital.
- **Efficiently implementing** any capital program. We will work with staff to **understand the District’s objectives and then manage** the transaction so that the process of issuing any financing does not become burdensome to staff.

**Request for Proposals - Financial Advisory Services**April 8, 2021

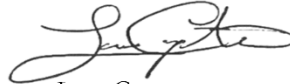
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We believe the enclosed proposal conclusively demonstrates our credentials and the benefits of selecting our firm to be your financial advisor. The opportunity to share our strategies and credentials with the District would demonstrate our abilities to deliver unparalleled financial services. **The contents of this proposal are qualified by our regulatory disclaimer contained in Appendix E.**

Sincerely,  
FIELDMAN, ROLAPP & ASSOCIATES, INC.



Robert A. Porr,  
Executive Vice President  
(949) 660-7323 direct, (949) 751-8445 cell  
[rporr@fieldman.com](mailto:rporr@fieldman.com)



Lora Carpenter,  
Vice President  
(949) 660-7312 direct, (949) 892-8617 cell  
[lcarpenter@fieldman.com](mailto:lcarpenter@fieldman.com)

**Request for Proposals - Financial Advisory Services**  
 April 8, 2021

**SECTION A – COMPANY INFORMATION**

**About Our Firm**

FRA is a Southern California headquartered, full service, independent, financial advisor focused on the municipal sector in California. FRA is a registered Municipal Advisor with the Municipal Securities Rulemaking Board (MSRB Registration #K0276) and the U.S. Securities and Exchange Commission (SEC Registration #867-00175). As an independent advisor, FRA neither underwrites debt nor has a relationship, direct or otherwise, with any municipal bond underwriter, broker/dealer or financial institution. We represent only public sector agencies and non-profit organizations.

FRA is a California corporation. The Firm was established in 1966, and incorporated in California on November 21, 1974. During our nearly 55 years in business, we have successfully guided our clients through numerous economic cycles. As an independent advisor, the needs of our clients are our priority and, as a fiduciary, we guard their short-term and long-term interests.

The Firm has an Employee Stock Ownership Program (ESOP). Each of the consultants assigned to the FRA team to serve the District is either a direct shareholder or owns shares of the Firm through the ESOP. As beneficial owners of the Firm, all firm employees have the opportunity to participate in the financial success of the firm, creating an incentive to ensure responsive service on every assignment.

FRA has a staff of 16 employees (12 registered municipal advisor representatives). While our headquarters is in Orange County, (19900 MacArthur Blvd., Suite 1100 Irvine, CA 92612), one of our principal members, James Fabian, has relocated to San Mateo County and is both serving clients and opening the firm’s first Northern California office. According to Refinitiv, we ranked fourth out of

TOP 10 FINANCIAL ADVISORS IN CALIFORNIA Water & Wastewater Financings, 2016 - 2021		
FINANCIAL ADVISOR	# of Issues	Par Amount (US\$ Mil)
1 Public Resources Advisory Group	64	\$7,335.8
2 Montague DeRose & Associates LLC	45	\$6,491.1
3 PFM Financial Advisors LLC	63	\$4,949.9
4 <b>Fieldman Rolapp &amp; Associates</b>	<b>103</b>	<b>\$3,579.6</b>
5 Backstrom McCarley Berry & Co	18	\$2,105.8
6 Hilltop Securities	14	\$937.0
7 KNN Public Finance	14	\$781.5
8 NHA Advisors	23	\$522.7
9 Urban Futures Inc	23	\$489.9
10 Acacia Financial Group Inc	6	\$484.2
<b>TOP TEN TOTALS</b>	<b>373</b>	<b>\$27,677.5</b>

California’s Top Ten Financial Advisors (based upon par amount) and first in the number of water/wastewater financings completed over the past 5 years (2016-2021).

**Over the last five years Fieldman, Rolapp & Associates, Inc. has completed 103 utility financings for our California utility clients. The combined par amount for these transactions exceeds \$3.5 billion.** The number of transactions we have completed, and the diversity of our clients, has provided our consultants with a unique understanding of the business side of the municipal utility

industries. It is this understanding which permits us to approach challenges with practicality which, when added to our financial expertise, yields unparalleled advice for our clients.

\* Source: Refinitiv as of January 20, 2021

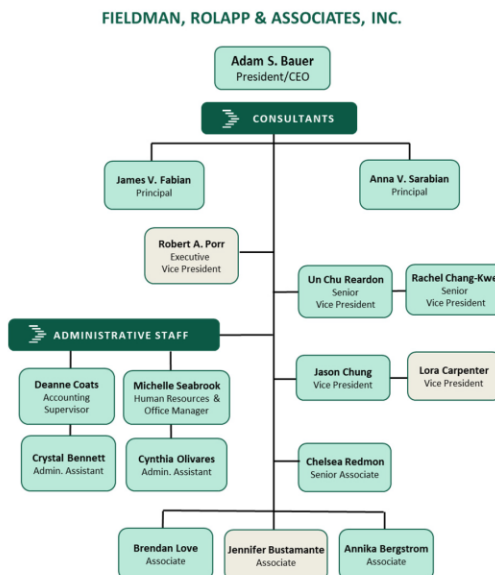
Includes sole advisory roles only

**Request for Proposals - Financial Advisory Services**  
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The Firm has three areas of service: (1) general financial consulting, primarily fiscal management, capital planning and policy development; (2) financing and transaction management; and, (3) through our affiliated entity, Applied Best Practices, post-closing compliance services. We provide services to cities, counties, transportation agencies, water and other utility districts, school districts, universities, and special districts. Although we have several clients in other states, our primary focus is on California issuers.

Provided in the adjacent chart is our current organizational chart with the team assigned to the District highlighted in tan.

The team assigned to the District is led by our most senior utility practice individuals who have completed the vast majority of our utility engagements in the past seven - fifteen years.



**Mr. Robert A. Porr, J.D., Executive Vice President,** is located out of FRA’s Irvine office and will serve as Engagement Manager to the District. Mr. Porr has more than 34 years of experience in public finance, and will serve as the overall, day-to-day direct point of contact for District staff on all matters. Mr. Porr specializes in revenue-based financings and advises most of FRA’s utility clients. Mr. Porr will be responsible for understanding the District’s overall financial objectives and challenges. Robert will be responsible to the District for all aspects of our services and work-product. Mr. Porr is the head of the firm’s Utility Practice sector practice, with more than 34 years of relevant experience. Robert is a member of the New York Bar and was an investment banker for more than eight years. His experience from the legal side provides insights that benefit his clients. Further, his experience as an investment banker makes him especially effective in understanding market dynamics and the pricing of bonds.

**Ms. Lora Carpenter, Vice President,** is located in our Irvine office and will serve as the Project Manager for the FRA team and the District. Ms. Carpenter will be responsible for auditing and developing any quantitative models and analysis to meet the District’s objectives that will place the District’s credit profile in the best position possible. She will work with the District and its other team members to structure and manage all the related elements of the project.

**Ms. Jen Bustamante, Associate,** is located in our Irvine office and will serve as the Technical Consultant for the FRA team and the District. Ms. Bustamante will be responsible for managing the technical aspects of any bond issuances sizing and financing schedules that are developed. She will work with Ms. Carpenter on updating any quantitative analysis or financial modeling.

Appendix B provides a list of the public sector entities for which the firm is currently under contract between 2019 – 2021 and the specific public sector entities for which the individuals who will be assigned to the District are under contract with between 2019 – 2021 and their respective debt outstanding. In addition, Appendix C shows the number and volume of debt issuance completed by the firm and Appendix D shows the number and volume of debt issuances completed by the utility practice since 2019 which totals approximately \$2.6 billion.

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**SECTION B – INDIVIDUAL QUALIFICATIONS**

**a. List of Qualifications and Resumes**

See Appendix A for resumes associated with the highly qualified consultants assigned to the District. Below is a table showing the key individuals’ roles and responsibilities.

Consultant	Role/Responsibility	Experience and Skills
<b>Robert Porr, J.D., Engagement Manager</b>	<p><u>Engagement Manager</u> (Day-to-Day contact)</p> <ul style="list-style-type: none"> <li>✓ Primary communicator with Staff; attends all Council meetings, as requested, participates in all meetings/conference calls and assists staff in financing presentations.</li> <li>✓ Provides strategic planning advice and reviews policy work; advises on the optimal structure, credit strategy and subsequent bond issuance(s).</li> <li>✓ Provides market knowledge and subject area expertise.</li> </ul>	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> <li>✓ More than 34 years of experience in municipal finance, including 8 years in investment banking and 18 with FRA.</li> <li>✓ Extensive experience with special district revenue supported debt and developing financial models and strategies to fund client’s capital needs.</li> <li>✓ Within the last two years, advised on approximately \$2 billion in debt Holds CIPMA designation and Series 50 and 54 Certifications.</li> <li>✓ Admitted to the New York Bar.</li> </ul>
Consultant	Role/Responsibility	Experience and Skills
<b>Lora Carpenter, Vice President</b>	<p><u>Project Manager</u></p> <ul style="list-style-type: none"> <li>✓ Responsible for overseeing all quantitative and financial products that are provided to the District.</li> <li>✓ Responsible for general work and schedule flow to ensure all tasks are met.</li> <li>✓ Provides quantitative &amp; technical analysis, as needed.</li> <li>✓ Reviews and prepares financial materials and models.</li> <li>✓ Assists in strategy discussions and presentations and attends all conference calls and meetings.</li> </ul>	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> <li>✓ Over 7 years of experience in the municipal finance industry.</li> <li>✓ Experienced in debt financing strategies including revenue bonds, certificates of participation and general obligation bonds.</li> <li>✓ Extensive experience in financial modeling and LRFP planning.</li> <li>✓ Holds Series 50 Certification.</li> </ul>



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Consultant	Role/Responsibility	Experience and Skills
<p><b>Jen Bustamante, Associate</b></p>	<p><u>Technical Support</u></p> <ul style="list-style-type: none"> <li>✓ Provides quantitative &amp; technical analysis, and ad-hoc financial analysis, as needed.</li> <li>✓ Provides updates and technical details to financial materials and models.</li> <li>✓ Creates and updates work products and financial schedules, as needed.</li> </ul>	<p><u>Qualifications</u></p> <ul style="list-style-type: none"> <li>✓ Over 3 years of experience in the municipal finance industry providing technical support on transactions and continuing disclosure compliance services.</li> <li>✓ Well-versed in sizing bond transactions and conducting market research.</li> <li>✓ Holds Series 50 Certification.</li> </ul>

**b. Similar Experience with Other Government Entities**



**Orange County Water District**

18700 Ward Street  
Fountain Valley, CA 92708

**Randy Fick, Assistant Chief Financial Officer**

714-378-3271, [rfick@ocwd.com](mailto:rfick@ocwd.com)

**Mr. Porr** and **Ms. Carpenter** are the advisory team to OCWD.



**Cucamonga Valley Water District**

10440 Ashford Street  
Rancho Cucamonga, CA 91730

**Chad Brantley, CPA, Director of Finance & Technology Services**

909-987-2591, [chadb@cvwdwater.com](mailto:chadb@cvwdwater.com)

**Mr. Porr** and **Ms. Carpenter** are the consultants to CVWD.

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**Rancho California Water District**42135 Winchester Road  
Temecula, CA 92590**Richard Aragon, Director of Finance/Treasurer**951-296-6935, [aragonr@ranchowater.com](mailto:aragonr@ranchowater.com)**Mr. Porr and Ms. Carpenter** are the consultants to RCWD.**South Coast Water District**31592 West Street  
Laguna Beach, CA 92651**Pamela Arends-King, Chief Financial Officer**949-449-4555 Ext. 3153, [parendsking@scwd.org](mailto:parendsking@scwd.org)**Mr. Porr and Ms. Carpenter** are the consultants to SCWD.**Silicon Valley Clean Water**1400 Radio Road  
Redwood City, CA. 94065**Matt Anderson, Assistant Manager & Chief Financial Officer**650-832-6261, [manderson@svcw.org](mailto:manderson@svcw.org)**Mr. Porr and Ms. Carpenter** are the consultants to SVCW.**SECTION C – APPROACH AND PROPOSED METHODOLOGY**

Our service to the District will emphasize:

- **Helping the District achieve the most efficient debt structure to control interest expense and achieve cash flow savings.** We propose that this type of work would be the focus of our engagement to the District.
- **Providing rigorous, objective quantitative analysis.** In connection with financial issues facing the District, we are prepared to evaluate market information and focus on relevant matters to provide objective quantitative analysis and advice to enhance the decision-making process.
- **Offering our expertise as a market leader.** We provide services to different clients who have a wide variety of needs. We can guide the District on debt issuance matters such as planning the timing of the offering and analyzing the impacts of different call features.

Our approach will be focused, first and foremost, on giving the District expert financial analysis and recommendations. We believe the key value we bring to the District will be in providing advice on key financial structuring matters; matters for which we have real-world experience. This will begin with a thorough analysis of the District's options to achieve the lowest cost of capital without undue risk. We would also focus on making recommendations to the District as to timing and key structuring elements,

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such as credit rating approach and costs or benefits of funding a bond reserve fund. Once the District has determined a course of action, we will facilitate its efficient completion through the below services.

Although each activity can be addressed individually, our approach views each of our consulting activities as an integral component of a global strategy. Our advice addresses every aspect of a client's financial status. By concentrating on a client's global strategy, the Firm provides practical and cost-effective advice in every aspect of the capital process. As the most active transactional advisor to California water agencies (based on the number of transactions completed), FRA has been able to guide our clients through numerous changes in the municipal bond market over our 55-year history.

### A. Transaction Services.

FRA proposes for its team to assume primary responsibility for assisting the District in coordinating the planning and execution of the debt issue. Our proposed debt issuance services may include, but shall not be limited to, the following:

- If requested, analyzing different funding methods in connection with debt issuances
- Establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the District Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue
- Plan and Schedule Rating Agency Presentations and Investor Briefings
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance
- Review compliance with additional debt test provisions

Specifically, FRA will:

#### 1. Establish the Financing Objectives.

At the onset of the financing transaction process for the Project, FRA will review the District's financing needs and in conjunction with the District's management, outline the objectives of the transaction to be undertaken and its proposed form.

#### 2. Develop the Financing Timetable.

FRA will take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

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**3. Monitor the Transaction Process.**

FRA will have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted. FRA will coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. FRA will prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

**4. Review the Official Statement.**

Upon direction of the District, FRA will review the official statement for the debt issue to ensure that the District's official statement is compiled in a manner consistent with industry standards.

**5. Procure and Coordinate Additional Service Providers.**

Should the District desire, FRA may act as District's representative in procuring the services of financial printers for the official statement and related documents. In addition, FRA may act as the District's representative in procuring the services of Trustees, or other professionals, if the District directs.

**6. Provide Financial Advice to the District Relating to Financing Documents.**

Simultaneous with the review of official statements for the debt issue FRA will assist the underwriter, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, FRA will monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure for the debt issue.

**7. Compute Sizing and Design Structure of Debt Issue.**

FRA will work with the District's staff to design a financing structure for each debt issue relating to the Project that is consistent with the District's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

**8. Plan and Schedule Rating Agency Presentation and Investor Briefings.**

FRA will develop a plan for presenting the financing program to the rating agencies and the investor community. FRA will schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the District officials in preparing for the presentations.

**9. Conduct Credit Enhancement Evaluation and Procurement.**

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FRA will initiate discussions with bond insurers, and providers of other forms of credit enhancement, to determine the availability of and cost benefit of securing credit enhancement.

### 10. Conduct Market Analysis and Evaluate Timing of Market Entry.

FRA will provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the District's proposed financing.

#### a. Negotiated Sales.

In the case of a negotiated sale of debt, FRA will perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the District with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

#### b. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Contact potential bidders
- Coordinate bid opening with the District officials
- Verify bids received and make recommendations for acceptance
- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

### 11. Recommend Award of Debt Issuance.

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Based upon activities outlined in Task 10(a) or 10(b) above, FRA will recommend accepting or rejecting offers to purchase the debt issue. If the District elects to award the debt issue, FRA will instruct all parties and help facilitate the actions required to formally consummate the award.

### 12. Provide Pre-Closing and Closing Activities.

FRA will assist in arranging for the closing of the financing. FRA will assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

### 13. Additional Debt Test.

FRA will provide the appropriate documentation and calculation in connection with the District's compliance with its additional bonds test, if needed.

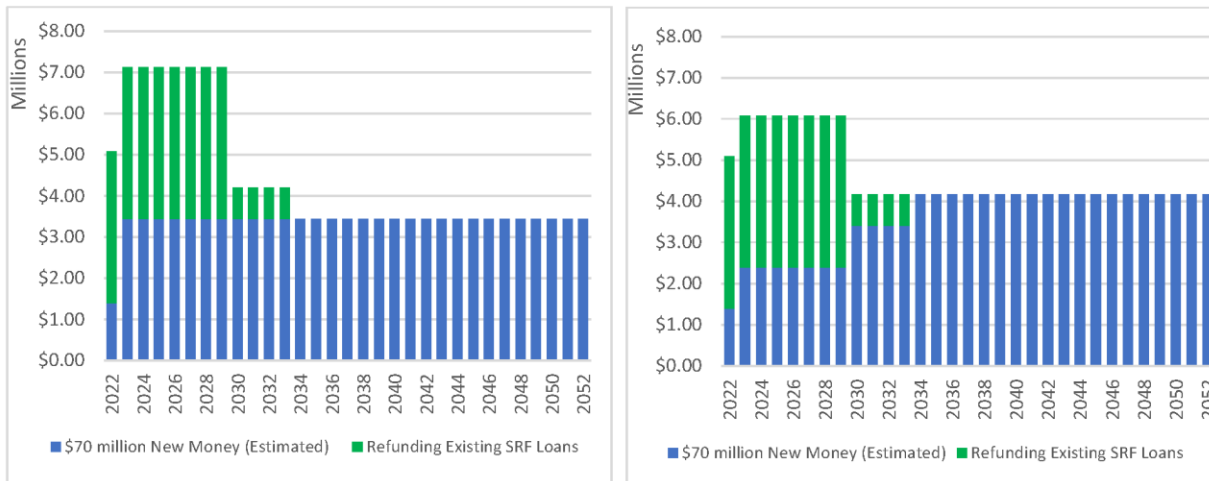
FRA assisted the District with its refinancing in 2015, thereafter we provided continuing disclosure services to the District, thus we are intimately familiar with the District's water operations and debt profile. We have reviewed the District's recent FY 2020 Audit to get a better understanding of the sewer system's recent debt service coverage and days cash. Since the District's water system's legal covenant is 110% and was recently upgrade to "AA" in October of 2020, we would propose similar covenants on the new debt to be issued by the Sewer System. For the District's inaugural bond issuance, we would need to evaluate the financial position of the sewer fund for the five-year projections and reserve balances to determine if a debt service reserve should be funded. Not funding a debt service reserve fund will reduce the amount of bonds issued and increase the cash flow savings to the District. Additionally, because in the current market the District will most likely be unable to invest the debt service reserve at a yield equal to or above the estimated arbitrage yield of the bonds, the funding of a debt service reserve creates negative arbitrage and is therefore a potential credit negative. According to the District's FY 2020 Audit, the Sewer Fund has about 185 days of cash and stronger liquidity than the water fund.

We have assisted many clients with the refinancing of outstanding State Water Resource Control Board ("SWRCB") State Revolving Fund ("SRF") Loan programs such as Silicon Valley Clean Water, Orange County Water District, Carpinteria Valley Water District, Montecito Valley Water and Union Sanitary District to name a few. Based upon our estimates of market conditions as of April 5, 2021 and using the debt service structure and interest rates provided in the District's Audit, potential savings averages approximately \$150,000 per year through 2033 assuming the District does not extend the final maturities of the SRF Loans and the refunding utilizes a similar debt profile. On a net present value basis, we conservatively estimate the net present value savings at approximately \$1.6 million or 5.3% of the bonds refunded. For the purposes of this proposal, we assumed an A+ underlying rating from S&P and no debt service reserve fund. Based on these results, we would recommend proceeding with the refunding opportunity with respect to the District's SWRCB Loans and continue to evaluate the annual savings over the next few months to try and take advantage of shifts in the interest rate environments. Based on the District's outstanding sewer debt profile, the District can amortize the new capital financing after the SRF Loan debt service payments to achieve a smoother debt service profile. Below are tables comparing a matched maturity SRF Loan refunding and level new money (estimated All-in TIC of 2.61%) with wrapping the new money around the SRF Loan debt service (estimated All-in TIC

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of 2.72%). The second option reduces annual debt service payments through 2038 by approximately \$1.05 million which lessens the impact to rate payers. It is important to note that the \$70 million in capital funding almost doubles the amount of annual debt service due and payable by the sewer system so it is important to understand how the District’s rate structure will be impacted by these additional costs.



**Other Phases of our Work Plan – Transaction Execution**

**Assemble the Finance Team**

If the District has already identified a bond counsel firm for the transaction or prefers a specific law firm we would be happy to work with such firm or provide recommendations. If additional services / firms are needed, we have recently executed an RFP process, on behalf of our clients, for every potential additional service provider the District may need and are intimately familiar with the pricings of these services. We focus on a producing a streamlined request for proposals, only asking for information critical in making the selection of the most qualified firm at the best value to our clients. We typically assist and take a lead in the evaluation of the responses and develop a ranking matrix to organize the results and make a recommendation on selection.

**Documentation Phase**

FRA will monitor the work product of bond counsel and disclosure counsel. Our role is to review all legal and disclosure documents from the perspective of the issuer. Each of our project team members will review all of the documents associated with the financing, both legal and disclosure, and provide comments to the drafting party. We will provide staff with reasons supporting any proposed changes. As milestones are completed, we will distribute updated financing schedules.

**Credit Rating Process**

We will take the lead in developing the strategy for which rating agencies to utilize. We will additionally take the lead in creating the credit presentations and preparing staff to interact with the rating analysts.

We anticipate the strategy will be to pursue a rating from S&P and Fitch due to their understanding of the District’s water credit and the recent upgrade to “AA” from Fitch in 2020. Due to the large size of

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potential new capital projects and the potential addition of the refinancing of the SWRCB Loans, we would expect that two credit ratings will benefit the District during the pricing of the bonds to obtain the lowest possible cost of capital. Fieldman successfully advised Valley County Water District with its inaugural bond issuance in 2018 that received a “AA-” rating from S&P.

Our first task would be to perform a thorough credit analysis of the District’s Sewer Fund and develop a strategy that may position the District to achieve the lowest possible financial cost. We would work closely with staff to analyze critical supply and operational data as well as historical and projected financial results of the District. Our credit analysis would be then compared with the S&P and Fitch credit methodologies and statistical data to determine the likelihood of a high “A” rating or double-A credit rating from the rating agencies. While we can provide no certainty, depending on the District’s five-year financial forecast and key credit features, we believe the District may receive a credit rating in the high “A+” or low double-A category but will work staff to develop a credit strategy. Fitch’s revised credit criteria places greater importance on overall net leverage that considers the District’s cash balances and funds available to pay debt service against all outstanding debt. We would advise the District on the creation of debt and reserve management policies or the enhancement of existing policies to help lay a strong credit foundation.

Some of the credit features we would analyze are:

- a. the top ten customers and what concentration of revenues exists within that group of customers;
- b. the dispersion of revenues and what category of customer, (residential, commercial or industrial), dominates, if any one does, the District’s revenues;
- c. a projection of capital expenditures over the next five fiscal years and the anticipated sources of funding for the projects;
- d. a forecast of the next five fiscal years with a careful examination of projected debt service coverage and days cash; and
- e. financial covenants such as the rate covenant and additional bonds test

### Credit Enhancement

FRA’s approach is to conduct an independent, quantitative analysis of the potential net costs or benefits of a municipal bond insurance policy. Unlike several underwriting firms, however, we do not factor in the potential debt service savings which occur after the proposed issue’s optional redemption date, as doing so erroneously inflates the potential benefit of a policy. Therefore, for most issues with a standard 10-year call option, our analysis compares the debt service benefit of insurance over the first 10 years of a proposed debt issue versus the upfront cost of the policy.

### Bond Sale

#### Determining whether a competitive or negotiated bond sale is appropriate

Based on the research and analysis we have conducted, and our knowledge and experience of the underlying dynamics supporting competitive and negotiated sales, we believe a negotiated sale method would result in the lowest cost of borrowing for the District’s fixed-rate bond issues both for the refinancing of outstanding SWRCB Loans and new capital financing, in most cases. While there are some caveats, we believe the expected upside for the District supports pursuing a negotiated sale in most instances. The table below shows the overall framework for our assessment. The factors we believe support a negotiated sale appear in bold font in the right column.



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Key General Factors Comparing Competitive and Negotiated Sales		
	COMPETITIVE SALE	NEGOTIATED SALE
<b>Issuer Characteristics</b>		
Market Familiarity	Well-known, established issuer	<b>New or infrequent issuer</b>
Credit Strength	"AA-" rating or higher	Less than an "AA-" rating
Policy Guidelines	Preference for competitive sale if prudent	<b>No preference stated</b>
Policy Goals	Broad, non-specific market participation desired (lowest borrowing cost focus)	Policy to include specific UW firms or investors in distribution
<b>Transaction Characteristics</b>		
Form of Debt	Issue possesses commodity-like characteristics	Issuance is unconventional or uses derivative products
Issue Size and Complexity	Issuance is conventional	Issuance is comparatively large, small, or complex
Market Condition	Stable interest rates	<b>Volatile market</b>
<b>Market Dynamics</b>		
Rate Environment	Financing success not rate dependent	Financing is highly rate-sensitive
Supply and Demand	High demand; Good liquidity	Saturated market; excess supply

**Specific Factors Supporting Negotiated Sale for the District’s CIP Financing and refunding**

➤ **Framework to Ensure the Lowest True Interest Cost**

Since this issuance will be an inaugural credit for the District’s sewer system, it is important to have direct feedback from potential investors. Our experience in the current market is that a negotiated sale can provide issuers not only with the most up-to-date information in a volatile market but also allow the flexibility needed to change the timing of entering the market to ensure certain target thresholds can be met. The underwriter will market the bonds for nearly a week prior to the sale which will give investors time to understand the District and its credit profile. Additionally, the underwriting team will use the marketing period to obtain direct feedback from investors to narrow potential pricing parameters. During the marketing period Fieldman will canvass the market for other similarly structured bond issues in order to gauge where the bonds could be priced. During the pricing process we will review the pricing to confirm it is in line with other recently priced transactions and when necessary, negotiate a scale that will provide the lowest possible cost to the District.

In a negotiated sale, the underwriter fees and compensation can be reviewed against market standards and when necessary, be negotiated to comply with other similar transactions in the market.

The underwriter will regularly provide the District with municipal market updates as they impact the borrowing costs for capital financings or overall savings for refunding transaction. We recommend the following steps to ensure a successful transaction:

**Selling the Bonds on a Negotiated Basis**

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1. FRA will develop a request for proposal for approval by the District. At the direction of the District FRA will forward the RFP to the investment banking community. We will review all the proposals and grade each depending upon the evaluation criteria agreed upon by the District. FRA will provide the District with its recommendation and confer with the District personnel to select the most qualified investment banking firm. As part of the process, the underwriter's compensation will be determined based upon a fee proposal process and negotiations if necessary.
2. FRA will coordinate a marketing plan with the underwriter.
3. FRA will negotiate redemption features on behalf of the District.
4. FRA will facilitate calls before and at pricing of the bonds.
5. FRA will prepare a list of contemporaneously sold transactions, similar in size, rating and structure (to the extent available) and compare the coupons and yields of such issues with the proposed pricing offered by the underwriter.
6. FRA will review pricing, negotiate the pricing with the underwriter, and make recommendations to the District.

### Additional Information

#### The Utility Practice at FRA concentrates its consulting activities in the following areas:

- Creating financial plans, whether short or long term, that allow our clients to successfully and economically fund capital needs.
- Preparing financial models that use alternative funding sources and clearly present financial outcomes to allow clients to make fully informed decisions.
- Tailoring client-specific debt management and reserve policies necessary to form a strong financial foundation.
- Establishing credit rating objectives and then developing strategies to ensure capital market access at the lowest cost possible.
- Timely execution of financing plans by aggressively managing the capital funding process.

### Customized Financial Models

**Models in Support of Long Range Financial Plans** These models are very specific and are developed to compare the costs of different funding options to fund our clients' capital improvement programs. Each model is designed and constructed from scratch to tailor the model specifically for each client's needs. Recently we developed **financing models** for Silicon Valley Clean Water (a regional wastewater provider in San Mateo County), Orange County Water District, Upper San Gabriel Valley Municipal Water District and Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency) and are currently working on long-range and interim financing models and strategies for several other clients. The models developed a framework for the agencies to determine whether to utilize existing interim financings options, issue long-term fixed rate bonds or a hybrid approach using cash to fund large, ongoing capital programs. We have created similar analysis to advise other clients.

In 2014/15 Fieldman, created a long range financial plan for Silicon Valley Clean Water. Each year since we have updated the plan to reflect changes in interest rates, area economics and the capital improvement plan. The principal focus of this engagement was developing and updating a detailed

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financial model which incorporates up to nineteen different financings for the agency's \$950 million capital program. We have analyzed and recommended the use of SRF loans over traditional fixed rate bonds, given their significantly lower interest rate and the fact they may be drawn down on an as-needed basis, similar to an interim financing vehicle. Robert and Lora advised Silicon Valley Clean Water in closing a \$218 million WIFIA Loan with the United States Environmental Protection Agency to fund 49% of its RESCU capital program. The interest rate on the loan was 2.40% and the loan had a life of thirty-five years. In November of 2020 SVCW executed a second loan for the purpose of lowering the interest rate to 1.41%. We are currently advising SVCW in the negotiations of two additional WIFIA Loans.

**Credit Metric Analysis and Advice.** This model is set up to summarize and analyze clients' key rating agency credit metrics and compare to benchmark and category medians published by all three rating agencies. This information allows us to advise clients in connection with rate structures, reserve levels and overall credit rating strategy. Within the past five years this approach has been used for Cucamonga Valley Water District, El Dorado Irrigation District, Merced Irrigation District, Mesa Water District, Olivenhain Municipal Water District, Orange County Water District, Rancho California Water District and South Coast Water District. Our analysis and advice aided **ten clients to receive credit rating upgrades (two to "AAA") during 2016, 2017 and 2018**. Recently, Fitch Ratings revised its water and wastewater methodology in connection with the credit review of such debt issuances. In the course of representing two clients, we have had the opportunity to gain in-depth knowledge of the methodology's underlying principles as well as the mechanics of the certain critical credit metrics. In the likely event the proposed financings use a Fitch rating, our working knowledge and understanding of the Fitch methodology and stress test would be invaluable to the District.

### Technical Resources

Our mission is to provide our clients a level of resources and expertise equal to those of the Wall Street investment banking firms, but also to present our analysis in a clear, concise manner so our clients can make informed decisions. The first step is having the resources; the next step is having the capability to apply those resources to produce tangible results. An overview of some of our resources is listed below:

- ✓ **Bloomberg.** We can monitor and analyze real-time financial market data movements. This same system is used by all major investment banking firms. The indispensable timeliness and breadth of the data available through this resource justify its high cost, which is prohibitive for smaller firms.
- ✓ **TM3.** Our subscription access to the Thomson Reuters Municipal Market Monitor (TM3) provides comprehensive coverage of the municipal cash, derivatives and U.S. Treasury markets. This provides us access to all the recent market transactions as well as current and historic market data. These sources are ideal for research and have been utilized in several customized models.
- ✓ **DBC.** DBC Finance (DBC) offers the most sophisticated sizing and structuring software package that will permit us to analyze and structure any bond or loan structure for the District. Within the software framework, we generate customized reports for the needs of our clients. The personnel assigned to the District's team are proficient in the use of this software and FRA runs all of its analyses "in-house."

Each of these resources allows us to gather and analyze data for use in debt pricing, spread negotiations and forecasting economic conditions. We constantly monitor market conditions and trends and when the time is right, have on several occasions advised clients to accelerate their pricing to take advantage

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of favorable market conditions and lock in attractive interest rates. With access to Bloomberg and TM3, we have access to the latest pricing information in the fixed income markets. This information gives us the ability to actively monitor our client's debt portfolio, estimate interest rates (which we utilize in pricing scenarios and in preparing for competitive and negotiated sales) and to monitor refunding opportunities. All of these resources are available to each of our employees at all of FRA's office locations.

**Historic Data Analysis.** We have numerous charts and databases which track various key interest rates over time, including municipal bond specific rates such as the Revenue Bond Index and the floating rate SIFMA index. We provide our clients customized information out of this data to assist in decision-making.

### SECTION D – DISCLOSURES

Fieldman Rolapp & Associates, Inc. has the following policy limits. Fieldman's commercial general liability policy has a \$1 million per occurrence with a \$2 million aggregate. The automobile liability policy has a single limit of \$1 million per accident. Additionally, there is an umbrella liability of \$3 million for general and automobile policies. Fieldman's professional liability policy has a \$2 million occurrence/aggregate with a \$250,000 retention.

There are no finder's fees, fee splitting or additional payments to outside consultants that could present any actual or perceived conflict of interest.

As a Registered Municipal Advisor periodically Fieldman receives requests for information on transactions in which our firm has been involved. Fieldman makes it a practice to comply with such requests. With the SEC or any other regulatory agency there have been no disciplinary or regulatory actions taken against the firm.

### SECTION E – FEE PROPOSAL

Our fees are subject to negotiation. If we are selected, we will maintain our fees through the contract period.

#### Transactional Assignments

For Services referenced in connection with the issuance of debt by the District, we propose to be compensated as described on a contingent basis as follows:

<u>Transaction Size</u>			<u>Fee</u>
\$1	to	\$20,000,000	\$32,500
\$20,000,001	to	\$60,000,000	\$47,500
\$60,000,001	to	\$100,000,000	\$68,500
\$100,000,001		and above	To be negotiated

#### Expenses

## Request for Proposals - Financial Advisory Services

April 8, 2021

For any transactional or hourly engagement for the District, we propose to be reimbursed at cost for itemized expenses which are directly incurred and related to engagements. Such expenses, for example, include conference call charges, IRS allowed mileage expense, travel and lodging costs including airfares, meals, and other miscellaneous items.

### Hourly Assignments

In the event the District directs us to provide financial advisory services that are not transaction related and unrelated to the District's RFP, we proposed to be paid on an hourly basis at the below rates, plus expenses.

We propose to be compensated on an hourly, as-needed basis at the direction of the District to accomplish any potential non-transactional services (direct issuance of debt), including capital or financial planning.

HOURLY FEES	
Executive Officers	\$375 Per Hour
Principal	\$345 Per Hour
Practice Sector Head/Senior Vice President	\$330 Per Hour
Vice President	\$275 Per Hour
Assistant Vice President	\$235 Per Hour
Senior Associate	\$200 Per Hour
Associate	\$180 Per Hour
Research Analyst	\$115 Per Hour
Administrative Assistant	\$90 Per Hour

## SECTION F – PROPOSAL AUTHORIZATION

I certify that I am authorized to submit a binding proposal on behalf of my firm and this proposal conforms to the required specifications unless specifically noted and attached to this form.

Company Name: **Fieldman, Rolapp & Associates, Inc.**

Submitted by:

Name:

**Robert Porr**

Signature



Title:

**Executive Vice President**

Date:

**April 8, 2021**

Phone Number: **(949) 660-7323**

Fax Number: **(949) 474-8773**

Email Address: **rporr@fieldman.com**

**Request for Proposals - Financial Advisory Services**  
April 8, 2021

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**APPENDIX A**

**Proposed Team Resumes**

## Request for Proposals - Financial Advisory Services

April 8, 2021

### ENGAGEMENT MANAGER



ROBERT A. PORR

949.660.7323 direct  
949.751.8445 cell  
rporr@fieldman.com

**Mr. Robert A. Porr, Executive Vice President**, returned to the firm in May 2005 after spending eight years as a public finance investment banker. Since re-joining the firm, he has focused on serving the firm's utility clients. He has been advisor to Nevada Irrigation District, Eastern Municipal Water District, Rancho California Water District, Orange County Water District, Western Municipal Water District, Mesa Consolidated Water District, Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency), Azusa Light & Water, Walnut Valley Water District, Westlands Water District, and Olivenhain Municipal Water District. Mr. Porr leads the swap advisory practice at the Firm and has served as swap advisor to Riverside County Transportation Commission, Eastern Municipal Water District, Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency), the County of Riverside, Hemet Unified School District, and Western Municipal Water District.

**Mr. Porr has completed more than \$9.4 billion in utility revenue financings during his career; approximately \$1 billion has been in connection with variable-rate bonds.** He has structured commercial paper programs for Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency) and assisted the finance team for Riverside County Transportation Commission with that CP Program; he also structured a credit facility for Merced Irrigation District. Mr. Porr has aided Mr. Porr structured and completed approximately \$400 million of GO Bonds for water district clients in his career.

His experience as an investment banker includes working with numerous local agencies in connection with the issuance of more than \$1.2 billion in debt. Mr. Porr has assisted issuers with the structure and sale of many forms of debt including general obligation, special tax, assessment, revenue and lease backed debt. He structured nearly \$100 million of complex tax-backed refunding debt for the County of Riverside and developed a novel lease revenue bond structure for the Alaska Industrial Development and Export Authority.

Mr. Porr worked as a finance/marketing representative for Lockheed Martin Finance Corporation. During his time with LMFC, Mr. Porr worked on developing financing structures to support turnkey delivery programs for communication satellites, aircraft and proprietary technology products. Mr. Porr was involved in projects for the People's Republic of China, valued at approximately \$1 billion, and for a consortium of Asian telephony entities valued at nearly \$500 million.

Mr. Porr earned his undergraduate degree in Psychology from Pace University in New York, NY and his Juris Doctorate from New York Law School in New York, NY.

Mr. Porr holds the Series 50 License and is admitted to practice law in the State of New York.

## Request for Proposals - Financial Advisory Services

April 8, 2021

### PROJECT MANAGER



LORA CARPENTER

949.660.7312 direct  
949.892.8617 cell  
lcarpenter@fieldman.com

**Ms. Lora Carpenter, Vice President**, joined the firm in March 2014. Since joining the firm, Ms. Carpenter has been active with the firm's water and wastewater utility clients. She has worked on a variety of transactions which include both Revenue Bonds and Certificates of Participation. She has worked with many of our large water utility clients, including Orange County Water District, Rancho California Water District and Santa Clarita Valley Water Agency (formerly Castaic Lake Water Agency) conducting credit analysis, preparing credit presentations and analyzing structuring alternatives. She has provided assistance on swap terminations and variable-rate bond structures. Her Mathematics and analytics background provides the essential skills sets when preparing quantitative analyses to support transaction structures and researching relevant market conditions and events.

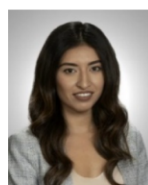
Ms. Carpenter has previously worked with Cucamonga Valley Water District, Merced Irrigation District, Marina Coast Water District, Olivenhain Municipal Water District, Mojave Water Agency, Dublin San Ramon Services District and Westlands Water District. She manages the technical aspects, transaction flow and implementation of financing strategies and credit analysis.

Ms. Carpenter has familiarity with the organization of Joint Powers Authorities from her work on structuring bond financings for Silicon Valley Clean Water, Santa Rosa Regional Resources Authority, Chino Basin Desalter Authority and Central Coast Water Authority.

Ms. Carpenter also provides non-transactional based financial advisory services to support Firm recommendations, including: financial modeling, long-term financial planning and policy review.

Ms. Carpenter received her Bachelor of Science degree in Mathematics from Bucknell University. Ms. Carpenter has passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50).

### TECHNICAL SUPPORT



JEN BUSTAMANTE

949.660.7318 direct  
jbustamante@fieldman.com

**Ms. Jennifer Bustamante, Associate**, joined the firm in February 2018. Since joining the firm, Ms. Bustamante has been active with the firm's school district, city and county and water and wastewater utility clients. She also been active with Applied Best Practices, a division of the firm, specializing in secondary market continuing disclosure services and compliance as well as California Debt & Investment Advisory Commission annual reporting.

Prior to joining the firm, Ms. Bustamante served as Administrative Office Manager and Accounting Assistant providing office management, customer and invoicing support for Dream Vacation Builders.

Ms. Bustamante received her Bachelor of Arts degree in Communication Studies from California State University of Long Beach. Ms. Bustamante has passed the MSRB's Municipal Advisor Representative Qualification Examination (Series 50).



**Request for Proposals - Financial Advisory Services**  
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**APPENDIX B**

**Public Sector Entities and Utility Practice Debt Outstanding (2019 – 2021)**

**Request for Proposals - Financial Advisory Services**

April 8, 2021

**All FRA Public Entity Clients**

2019 - 2021

22nd District Agricultural Association	City of Norco
29 Palms Water District	City of Oakland
Acton-Agua Dulce Unified School District	City of Perris
Alta Loma School District	City of Poway
Amador Water Agency	City of Rancho Cucamonga
Antelope Valley Community College District	City of Redlands
Arvin Union School District	City of Rialto
Bakersfield City School District	City of Sacramento
Beaumont Unified School District	City of San Bruno
Borrego Water District	City of San Diego
Brea Olinda Unified School District	City of San Juan Capistrano
Buena Park School District	City of San Marcos
Carpinteria Valley Water District	City of Stockton
Castaic Union School District	City of Temecula
City and County of San Francisco	City of Thousand Oaks
City of Bakersfield	City of Tustin
City of Beverly Hills	College of the Desert
City of Brea	College School District
City of Cathedral City	Contra Costa County Office of Education
City of Concord	County of Hawaii
City of Costa Mesa	County of Kaua'i
City of Dana Point	County of Los Angeles
City of Diamond Bar	County of Missoula
City of Dos Palos	County of Monterey
City of Downey	County of Orange
City of Dublin	County of Riverside
City of Elk Grove	County of Ventura
City of Encinitas	Cucamonga Valley Water District
City of Folsom	Cypress School District
City of Garden Grove	Del Mar Unified School District
City of Grand Terrace	Delano Earlimart Irrigation District
City of Hesperia	Desert Sands Unified School District
City of Indio	Dixon Unified School District
City of Irvine	Dublin San Ramon Services District
City of La Habra	East Orange County Water District
City of Laguna Beach	East Valley Water District
City of Lodi	East Whittier City School District
City of Marina	Eastern Municipal Water District
City of Merced	Eastern Tule Groundwater Sustainability Agency
City of Milpitas	El Dorado Irrigation District
City of Monterey	El Dorado Union High School District
City of Murrieta	Elsinore Valley Municipal Water District

**Request for Proposals - Financial Advisory Services**

April 8, 2021

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Fairfax School District	Orange County Water District
Fallbrook Union High School District	Orange Unified School District
Federal Highway Administration	Panama Buena Vista Unified School District
Fowler Unified School District	Panoche Water District
Fruitvale School District	Pasadena Community College District
Fullerton Joint Union High School District	Pasadena Unified School District
Garden Grove Unified School District	Perris Elementary School District
Greenfield Unified School District	Placentia-Yorba Linda Unified School District
Grossmont Health Care District	Pleasant Hill Recreation and Park District
Harper & Burns LLP	Pleasanton Unified School District
Hemet Unified School District	Porterville Irrigation District
Indio Water Authority	Poway Unified School District
Inglewood Unified School District	Rancho California Water District
Irvine Unified School District	Rancho Santiago Community College District
Jurupa Community Services District	Rim of the World Unified School District
Jurupa Unified School District	Rio Bravo Greeley Unified School District
La Canada Unified School District	Rio Linda Elverta Community Water District
La Puente Water District	Riverside County Office of Education
Laguna Beach Unified School District	Riverside County Transportation Commission
Larkspur-Corte Madera School District	Riverside Unified School District
Lindmore Irrigation District	Root Creek Water District
Lindsay Strathmore Irrigation District	Rosamond Community Services District
Livermore-Amador Valley Water Management Agency	Rosemead School District
Long Beach Community College District	Sacramento Suburban Water District
Los Angeles Metropolitan Transportation Authority	San Bernardino City Unified School District
Los Banos Unified School District	San Bernardino Valley Municipal Water District
Lowell Joint School District	San Dieguito Union High School District
Lower Tule River Irrigation District	San Jacinto Unified School District
Lucia Mar Unified School District	San Luis & Delta-Mendota Water Authority
Marina Coast Water District	San Luis Water District
Merced Community College District	San Marcos Unified School District
Merced County Office of Education	San Mateo Transportation Authority
Merced Irrigation District	San Ramon Valley Unified School District
Mesa Water District	Santa Ana Unified School District
Missoula County	Santa Barbara County Association of Governments
Mojave Unified School District	Santa Clara County Office of Education
Mojave Water Agency	Santa Clarita Valley Water Agency
Monte Vista Water District	Santa Maria-Bonita School District
Montebello Unified School District	Santa Rosa Regional Resources Authority
Montecito Water District	Saucelito Irrigation District
Moreno Valley Unified School District	Savanna School District
Nevada Irrigation District	Serrano Irrigation District
North Dakota University System	Shafter Wasco Irrigation District
Ocean View School District	Silicon Valley Clean Water
Olivenhain Municipal Water District	South Coast Water District

**Request for Proposals - Financial Advisory Services**April 8, 2021

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Standard School District  
State Bar of California  
Temecula Valley Unified School District  
Templeton Community Services District  
Terra Bella Irrigation District  
Town of Apple Valley  
Town of Windsor  
Tri-City Healthcare District  
Truckee Donner Public Utility District  
Tulare Irrigation District  
Union Sanitary District  
Upper San Gabriel Valley Municipal Water District  
Val Verde Unified School District

Vallecitos Water District  
Vallejo Flood and Wastewater District  
Valley Center Fire Protection District  
West Stanislaus Irrigation District  
Westlands Water District  
Willits Unified School District  
Woodbridge Fire Protection District  
Yorba Linda Water District  
Yosemite Community College District  
Yucaipa-Calimesa Joint Unified School District

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**197 Clients Total**

**Request for Proposals - Financial Advisory Services**

April 8, 2021

**Public Entity Clients for the Utility Practice**

2019 - 2021

Utility Clients 2019 - 2021	Par Amount	Debt Outstanding	As of
Amador Water Agency	Financial Services	\$24,830,000	6/30/2020
Borrego Water District	Financial Services	\$4,930,000	6/30/2020
Carpinteria Valley Water District	\$17,915,000 (Series 2020A) \$3,720,000 (Series 2020B) \$1,510,000 (Series 2020C)	\$53,253,327	6/30/2020
Cucamonga Valley Water District	\$33,805,000 (Series 2021A) \$21,000,000 (Series 2021B)	\$162,299,829	6/30/2020
Delano Earlimart Irrigation District	\$14,970,000	\$18,656,779	2/28/2020
Dublin San Ramon Services District	Financial Services	\$61,568,396	6/30/2020
East Valley Water District	\$16,885,000 (Series 2020A) \$13,615,000 (Series 2020B)	\$107,580,508	6/30/2020
Eastern Tule Groundwater Sustainability Agency	Financial Services	-	-
El Dorado Irrigation District	\$61,080,000 (Series 2020A) \$5,600,000 (Series 2020B) \$129,020,000 (Series 2020C) \$81,075,000 (Series 2020D)	\$280,002,411	12/31/2019
Elsinore Valley Municipal Water District	Financial Services	\$144,978,287	6/30/2020
Lindmore Irrigation District	\$3,454,963 \$8,000,000	\$5,595,212	12/31/2019
Lindsay Strathmore Irrigation District	\$4,736,200	\$8,339,475	12/31/2018
Livermore-Amador Valley Water Management Agency	Financial Services	\$74,065,000	6/30/2020
Lower Tule River Irrigation District	\$13,810,000	\$29,594,516	12/31/2019
Marina Coast Water District	\$17,725,000	\$49,836,842	6/30/2020
Merced Irrigation District	Financial Services	\$92,255,000	3/31/2020
Mesa Water District	\$55,985,000	\$97,215,237	6/30/2020
Mojave Water Agency	Financial Services	\$35,475,000	6/30/2020
Monte Vista Water District	\$14,110,000 (Series 2020A) \$8,385,000 (Series 2020B)	\$30,640,000	6/30/2020
Montecito Water District	\$11,390,000	\$18,322,108	6/30/2020
Nevada Irrigation District	\$15,015,000	\$42,243,889	12/31/2019
Olivenhain Municipal Water District	Financial Services	\$47,127,977	6/30/2020
Orange County Water District	\$99,065,000 (Series 2019C) \$59,135,000 (Series 2019D)	\$667,744,785	6/30/2020
Panoche Water District	Financial Services	\$2,215,467	2/29/2020
Porterville Irrigation District	\$4,413,430	\$9,077,962	12/31/2019
Rancho California Water District	\$46,395,000	\$231,320,000	6/30/2020
Sacramento Suburban Water District	Financial Services	\$70,055,000	12/31/2019
San Bernardino Valley Municipal Water District	Financial Services	\$7,155,000	6/30/2020
San Luis & Delta-Mendota Water Authority	\$32,725,000 (Series 2021B) \$8,020,000 (Series 2021A)	\$33,840,000	2/29/2020
San Luis Water District	\$22,545,000	\$13,000,000	2/29/2020
Santa Clarita Valley Water Agency	\$78,440,000 (Series 2020A) \$172,635,000 (Series 2020B)	\$323,349,273	6/30/2020
Santa Rosa Regional Resources Authority	Financial Services	\$72,090,742	6/30/2020
Saucelito Irrigation District	\$5,221,027	\$10,073,725	12/31/2018
Serrano Water District	Financial Services	\$2,187,383	6/30/2020
Shafter-Wasco Irrigation District	\$9,410,000	\$11,725,000	12/31/2019
Silicon Valley Clean Water	\$137,010,000 (Series 2020A) \$6,825,000 (Series 2020B)	\$466,435,000	6/30/2020

**Request for Proposals - Financial Advisory Services**

April 8, 2021

	\$209,300,000 \$218,000,000 \$218,000,000		
South Coast Water District	\$41,680,000 \$32,845,000	\$86,937,288	6/30/2020
Terra Bella Irrigation District	\$3,073,651.59	\$4,559,469	12/31/2018
Tulare Irrigation District	\$5,150,000	\$6,337,421	12/31/2019
Union Sanitary District	\$64,160,000	\$64,160,000	6/30/2020
Upper San Gabriel Valley Municipal Water District	Financial Services	\$8,567,277	6/30/2020
Vallecitos Water District	Financial Services	\$52,530,542	6/30/2020
Vallejo Flood and Wastewater District	Financial Services	\$33,102,127	6/30/2020
West Stanislaus Irrigation District	\$2,455,000 A \$24,795,000 B	\$24,977,094	12/31/2019
Westlands Water District	\$197,990,000 (Series 2020A) \$27,375,000 (Series 2020B)	\$104,302,496	2/29/2020
Yorba Linda Water District	Financial Services	\$33,010,000	6/30/2020

**Request for Proposals - Financial Advisory Services**  
April 8, 2021

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**APPENDIX C**

**Utility Public Sector Entities and Debt Issuance**

**Fieldman, Rolapp & Associates, Inc.**  
**Water & Wastewater Transactions**  
 2019 - 2021

Issuer	Project Name	Total Par	Closing Date
Silicon Valley Clean Water	Wastewater Refunding Revenue Bonds, Series 2021B (Tax-Exempt)	\$6,825,000.00	3/16/2021
Silicon Valley Clean Water	Wastewater Refunding Revenue Bonds, Series 2021A (Taxable)	\$137,010,000.00	3/16/2021
San Luis Water District	Revenue Bonds (San Luis Water District), Series 2021A	\$22,545,000.00	2/9/2021
San Luis & Delta-Mendota Water Authority	Revenue Bonds (OM&R Project), Series 2021A	\$8,020,000.00	2/4/2021
San Luis & Delta-Mendota Water Authority	Refunding Revenue Bonds (DHCCP Development Project), Series 2021B	\$32,725,000.00	2/4/2021
Lindmore Irrigation District	2021 Capital Funding (Installment Purchase Agreement)	\$8,000,000.00	1/28/2021
West Stanislaus Irrigation District	Refunding Revenue Bonds Series 2021B	\$24,795,000.00	01/21/2021
West Stanislaus Irrigation District	Refunding Revenue Bonds, Series 2021A	\$2,455,000.00	1/21/2021
Rancho California Water District	Taxable Fixed Rate Refunding Revenue Bonds, Series of 2021A	\$46,395,000.00	01/19/2021
Nevada Irrigation District	Revenue Bonds, Series 2020A	\$15,015,000.00	12/16/2020
County of Missoula	Fairgrounds District Special Assessment Revenue Bonds, Series 2020	\$12,485,000.00	11/24/2020
Silicon Valley Clean Water	2020 Amended WIFIA Loan Agreement	\$218,000,000.00	11/17/2020
Porterville Irrigation District	2020 Installment Purchase Agreement	\$4,413,430.00	11/05/2020
Tulare Irrigation District	2020 Private Placement Refunding	\$5,150,000.00	10/27/2020
South Coast Water District	Revenue Bonds, Series 2020A	\$32,845,000.00	10/22/2020



**Fieldman, Rolapp & Associates, Inc.**  
**Water & Wastewater Transactions**  
 2019 - 2021

Shafter-Wasco Irrigation District	Refunding Revenue Bonds, Series 2020A	\$9,410,000.00	10/14/2020
East Valley Water District	Refunding Revenue Bonds, Series 2020A	\$16,885,000.00	09/10/2020
East Valley Water District	Refunding Revenue Bonds, Series 2020B (Federally Taxable)	\$13,615,000.00	09/10/2020
Montecito Water District	Refunding Revenue Bonds, Series 2020A	\$11,390,000.00	09/09/2020
Lower Tule River Irrigation District	Refunding Revenue Bonds, Series 2020A	\$13,810,000.00	09/03/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Taxable Series 2020D	\$81,075,000.00	08/06/2020
Orange County Water District	2020 Amended WIFIA Loan Agreement	\$135,000,000.00	08/06/2020
Upper Santa Clara Valley Joint Powers Authority	Revenue Bonds, Taxable Series 2020B	\$172,635,000.00	07/23/2020
Upper Santa Clara Valley Joint Powers Authority	Revenue Bonds, Series 2020A	\$78,440,000.00	07/23/2020
Lindsay-Strathmore Irrigation District	2020 Installment Purchase Agreement	\$4,736,200.00	07/02/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Series 2020C	\$129,020,000.00	06/23/2020
El Dorado Irrigation District	Revenue Certificates of Participation, Series 2020A	\$61,080,000.00	06/23/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Series 2020B	\$5,600,000.00	06/23/2020
San Luis Unit /Westlands Water District Financing Authority	Revenue Bonds (Westlands Water District), Series 2020A (Federally Taxable)	\$197,990,000.00	06/11/2020
San Luis Unit/Westlands Water District Financing Authority	Subordinate Revenue Bonds (Westlands Water District), Series 2020B (Federally Taxable)	\$27,375,000.00	06/11/2020

**Fieldman, Rolapp & Associates, Inc.**  
**Water & Wastewater Transactions**  
 2019 - 2021

Mesa Water District	2020 Revenue Certificates of Participation	\$55,985,000.00	06/03/2020
Lindmore Irrigation District	2020 Installment Purchase Agreement	\$3,454,963.00	05/05/2020
Carpinteria Valley Water District	Refunding Revenue Bonds, Series 2020A	\$17,915,000.00	04/16/2020
Carpinteria Valley Water District	Refunding Revenue Bonds, Taxable Series 2020B	\$3,720,000.00	04/16/2020
Carpinteria Valley Water District	Revenue Certificates of Participation, Series 2020C	\$1,510,000.00	04/16/2020
Terra Bella Irrigation District	2020 Installment Purchase Agreement	\$3,073,651.59	02/27/2020
Union Sanitary District Financing Authority	Revenue Bonds, Series 2020A	\$64,160,000.00	02/20/2020
Monte Vista Water District	Revenue Certificates of Participation, Series 2020A	\$14,110,000.00	01/30/2020
Monte Vista Water District	Refunding Revenue Certificates of Participation, Series 2020B (Federally Taxable)	\$8,385,000.00	01/30/2020
Saucelito Irrigation District	Refunding Installment Agreement, Series 2020	\$5,221,027.00	01/23/2020
Marina Coast Water District	Enterprise Revenue Certificates of Participation, Series 2019	\$17,725,000.00	12/19/2019
Orange County Water District	Refunding Revenue Bonds, Series 2019C	\$99,065,000.00	12/12/2019
Orange County Water District	Refunding Revenue Bonds, Series 2019D	\$59,135,000.00	12/12/2019
Delano-Earlimart Irrigation District	Refunding Revenue Bonds, Series 2019A	\$14,970,000.00	12/11/2019
Rancho California Water District Financing Authority	Tax-Exempt Fixed Rate Refunding Revenue Bonds, Series of 2019A	\$118,090,000.00	10/15/2019

**Fieldman, Rolapp & Associates, Inc.**  
**Water & Wastewater Transactions**  
 2019 - 2021

Silicon Valley Clean Water	Wastewater Revenue Notes, Series 2019A	\$209,300,000.00	08/14/2019
Stockton East Water District	2019 Installment Purchase Agreement (Private Placement)	\$38,527,000.00	07/15/2019
Orange County Water District	Revenue Certificates of Participation (Interim Obligations), Series 2019A	\$135,000,000.00	06/27/2019
Orange County Water District	Revenue Certificates of Participation (Refunding Obligations) Series 2019B	\$6,505,000.00	06/27/2019
Silicon Valley Clean Water	2019 WIFIA Loan Agreement	\$218,000,000.00	6/4/2019
South Coast Water District Financing Authority	Revenue Bonds, Series 2019A	\$41,680,000.00	02/20/2019
<b>Total:</b>	<b>51 Financings</b>	<b>\$2,670,271,271.59</b>	

**Request for Proposals - Financial Advisory Services**  
April 8, 2021

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**APPENDIX D**

**All FRA Public Sector Entities and Debt Issuance**

**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
2019 - 2021

Issuer	Project Name	Total Par	Closing Date
Long Beach Community College District	General Obligation Refunding Bonds 2021 Series I (Federally Taxable)	\$84,615,000.00	03/25/2021
City of San Marcos	Community Facilities District No. 2002-01 (University Commons) Improvement Area No. 1 Special Tax Refunding Bonds, Series 2021 (Federally Taxable)	\$10,575,000.00	03/18/2021
San Marcos Public Financing Authority	Special Tax Revenue Refunding Bonds Series 2021 (Federally Taxable)	\$9,720,000.00	03/18/2021
Silicon Valley Clean Water	Wastewater Refunding Revenue Bonds, Series 2021B (Tax-Exempt)	\$6,825,000.00	3/16/2021
Silicon Valley Clean Water	Wastewater Refunding Revenue Bonds, Series 2021A (Taxable)	\$137,010,000.00	3/16/2021
Larkspur-Corte Madera School District	2021 General Obligation Refunding Bonds (2011 Election and 2014 Election) Series B (Federally Taxable)	\$39,685,000.00	03/11/2021
Pasadena Area Community College District	2021 Certificates of Participation (Sarafian Building Project)	\$28,785,000.00	03/10/2021
City of Sacramento	Greenbriar Community Facilities District No. 2018-03 Improvement Area No. 1 Special Tax Bonds, Series 2021	\$43,470,000.00	02/26/2021
City of Downey	Taxable Pension Obligation Bonds, Series 2021	\$113,585,000.00	02/23/2021
Western Riverside Water and Wastewater Financing Authority	Local Agency Revenue Refunding Bonds, 2021 Series A-1	\$24,605,000.00	02/11/2021
Western Riverside Water and Wastewater Financing Authority	Local Agency Revenue Refunding Bonds, 2021 Series A-2	\$330,000.00	02/11/2021
Jurupa Community Services District	Community Facilities District No. 52 (Eastvale Area) Special Tax Bonds, 2021 Series A	\$11,215,000.00	02/10/2021

**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
2019 - 2021

San Luis Water District	Revenue Bonds (San Luis Water District), Series 2021A	\$22,545,000.00	2/9/2021
Contra Costa County Schools	Pooled Cross Fiscal Year 2020-21, Tax And Revenue Anticipation Notes, Note Participations Series A	\$69,240,000.00	02/09/2021
San Luis & Delta-Mendota Water Authority	Revenue Bonds (OM&R Project), Series 2021A	\$8,020,000.00	2/4/2021
San Luis & Delta-Mendota Water Authority	Refunding Revenue Bonds (DHCCP Development Project), Series 2021B	\$32,725,000.00	2/4/2021
Perris Elementary School District	General Obligation Refunding Bonds Series 2021 (Federally Taxable 2023 Crossover)	\$6,450,000.00	02/04/2021
Eastern Municipal Water District	Community Facilities District No. 2016-75 (Camberly Place) 2021 Special Tax Bonds	\$2,440,000.00	01/28/2021
West Stanislaus Irrigation District	Refunding Revenue Bonds Series 2021B	\$24,795,000.00	01/21/2021
West Stanislaus Irrigation District	Refunding Revenue Bonds, Series 2021A	\$2,455,000.00	01/21/2021
Santa Ana Unified School District	General Obligation Bonds, 2018 Election, 2021 Series B	\$80,000,000.00	01/21/2021
Successor Agency to the Redevelopment Agency of the City of Cathedral City	Tax Allocation Revenue Refunding Bonds, Series 2021A (Merged Redevelopment Project Area)	\$26,195,000.00	01/21/2021
Successor Agency to the Redevelopment Agency of the City of Cathedral City	Subordinate Tax Allocation Revenue Refunding Bonds, Series 2021C (Merged Redevelopment Project Area)	\$18,840,000.00	01/21/2021
Successor Agency to the Redevelopment Agency of the City of Cathedral City	Tax Allocation Revenue Refunding Bonds, Series 2021B (Federally Taxable) (Merged Redevelopment Project Area)	\$5,905,000.00	01/21/2021

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Rancho California Water District	Taxable Fixed Rate Refunding Revenue Bonds, Series of 2021A	\$46,395,000.00	01/19/2021
Eastern Municipal Water District	Community Facilities District No. 2012-61 (Autumn Winds) 2020 Special Tax Bonds	\$3,675,000.00	12/17/2020
Nevada Irrigation District	Revenue Bonds, Series 2020A	\$15,015,000.00	12/16/2020
Eastern Municipal Water District	Community Facilities District No. 2016-72 (Hidden Hills)	\$2,400,000.00	12/16/2020
County of Missoula	Fairgrounds District Special Assessment Revenue Bonds, Series 2020	\$12,485,000.00	11/24/2020
County of Madera	Community Facilities District No. 2017-1 (Tesoro Viejo) Improvement Area 1 2020 Special Tax Bonds	\$12,805,000.00	11/18/2020
Silicon Valley Clean Water	2020 Amended WIFIA Loan Agreement	\$218,000,000.00	11/17/2020
County of Riverside	Community Facilities District No. 07-2 (Clinton Keith) Special Tax Bonds, Series 2020	\$27,220,000.00	11/17/2020
Milpitas Municipal Financing Authority	2020 Lease Revenue Bonds (Capital Projects)	\$18,445,000.00	11/10/2020
Perris Joint Powers Authority	Local Agency Revenue Bonds ((IA 1 of CFD No. 2018-1 (Green Valley-West Elm)), 2020 Series	\$2,705,000.00	11/05/2020
Porterville Irrigation District	2020 Installment Purchase Agreement	\$4,413,430.00	11/05/2020
Yosemite Community College District	2020 General Obligation Refunding Bonds, Series B (Federally Taxable)	\$37,170,000.00	11/04/2020

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Yosemite Community College District	2020 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt)	\$2,485,000.00	11/04/2020
Garden Grove Public Financing Authority	Water Revenue Bonds, Series 2020A	\$23,220,000.00	11/03/2020
Folsom Ranch Financing Authority	City of Folsom Community Facilities District No. 23 (Folsom Ranch) Improvement Area No. 1 Special Tax Revenue Bonds Series 2020	\$12,925,000.00	10/30/2020
City of Brea	2020 Water Revenue Refunding Bonds (Federally Taxable)	\$17,690,000.00	10/29/2020
Lowell Joint School District	General Obligation Bonds, Election of 2018, Series 2020	\$34,000,000.00	10/28/2020
Tulare Irrigation District	2020 Private Placement Refunding	\$5,150,000.00	10/27/2020
South Coast Water District	Revenue Bonds, Series 2020A	\$32,845,000.00	10/22/2020
Beaumont Unified School District	Community Facilities District No. 2018-1 (Improvement Area No. 1) 2020 Special Tax Bonds	\$4,905,000.00	10/22/2020
San Ramon Valley Unified School District	General Obligation Refunding Bonds, Series 2020 (Federally Taxable)	\$105,165,000.00	10/20/2020
El Dorado Union High School District	General Obligation Refunding Bonds, Series 2020 (Federally Taxable)	\$21,490,831.40	10/20/2020
El Dorado Union High School District	Refunding Certificates of Participation, Series 2020 (Federally Taxable)	\$7,830,000.00	10/20/2020
Eastem Municipal Water District	Community Facilities District No. 2013-64 (Atherton and Terracina) 2020 Special Tax Bonds	\$4,515,000.00	10/15/2020



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City of Beverly Hills Public Financing Authority	Lease Revenue Refunding Bonds, Series 2020B (Federally Taxable)	\$57,850,000.00	10/15/2020
Shafter-Wasco Irrigation District	Refunding Revenue Bonds, Series 2020A	\$9,410,000.00	10/14/2020
Poway Unified School District	Community Facilities District No. 6 (4S Ranch) Special Tax Refunding Bonds, Series 2020 (Federally Taxable)	\$29,920,000.00	10/14/2020
The State Bar of California	2020 Lease Refunding	\$14,197,000.00	10/13/2020
Eastern Municipal Water District	Community Facilities District No. 2016-76 (Conestoga) 2020 Special Tax Bonds	\$3,585,000.00	10/08/2020
Elk Grove Financing Authority	Special Tax Revenue Bonds, Series 2020	\$11,495,000.00	10/08/2020
Jurupa Community Services District	Community Facilities District No. 55 (Eastvale Area) Special Tax Bonds, 2020 Series A	\$3,780,000.00	10/07/2020
City and County of San Francisco	General Obligation Bonds (Transportation & Road Improvement Bonds, 2014) Series 2020B	\$135,765,000.00	09/30/2020
San Bernardino City Unified School District	Election of 2012 General Obligation Refunding Bonds, Series B (Federally Taxable)	\$74,315,000.00	09/24/2020
San Bernardino City Unified School District	Election of 2012 General Obligation Bonds, Series F (Tax-Exempt)	\$35,000,000.00	09/24/2020
San Bernardino City Unified School District	Election of 2012 General Obligation Bonds, Series G (Federally Taxable)	\$20,185,000.00	09/24/2020
San Bernardino City Unified School District	Election of 2012 General Obligation Refunding Bonds, Series A (Federally Tax-Exempt)	\$13,250,000.00	09/24/2020

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City of La Habra	2020 Refunding Certificates Of Participation, Series A	\$11,835,000.00	09/17/2020
Fairfax Elementary School District	2020 General Obligation Refunding Bonds (Federally Taxable)	\$4,190,000.00	09/16/2020
City of Stockton	Improvement Area 1 of The City Of Stockton Community Facilities District No. 2018-2 (Westlake Villages II) Special Tax Bonds, Series 2020	\$8,970,000.00	09/15/2020
East Valley Water District	Refunding Revenue Bonds, Series 2020A	\$16,885,000.00	09/10/2020
East Valley Water District	Refunding Revenue Bonds, Series 2020B (Federally Taxable)	\$13,615,000.00	09/10/2020
Jurupa Community Services District	Community Facilities District No. 53 (Jurupa Valley) Special Tax Bonds, 2020 Series A	\$4,165,000.00	09/10/2020
Montecito Water District	Refunding Revenue Bonds, Series 2020A	\$11,390,000.00	09/09/2020
Desert Sands Unified School District	Election of 2014 General Obligation Bonds, Series 2020	\$50,000,000.00	09/09/2020
Lower Tule River Irrigation District	Refunding Revenue Bonds, Series 2020A	\$13,810,000.00	09/03/2020
Fallbrook Union High School District	General Obligation Bonds, 2016 Election, 2020 Series B	\$12,000,000.00	09/02/2020
Rancho Santiago Community College District	General Obligation Refunding Bonds, 2020 Series A-1	\$94,490,000.00	09/02/2020
Santa Ana College Improvement District No. 1 of Rancho Santiago Community College District	General Obligation Refunding Bonds, 2020 Series A-2	\$48,325,000.00	09/02/2020

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County of Orange	Community Facilities District No. 2017-1 (Village of Esencia) (Improvement Area No. 2), Series A of 2020 Special Tax Bonds	\$21,565,000.00	08/26/2020
City of Dana Point	Community Facilities District No. 2006-1, 2020 Special Tax Refunding Bonds, Taxable Series B	\$26,430,000.00	08/19/2020
City of Dana Point	Community Facilities District No. 2006-1, 2020 Special Tax Refunding Bonds, Series A	\$13,075,000.00	08/19/2020
City of Beverly Hills Public Financing Authority	Water Revenue Refunding Bonds, Series 2020B (Federally Taxable)	\$30,465,000.00	08/12/2020
City of Beverly Hills Public Financing Authority	Water Revenue Bonds, Series 2020A (Tax-Exempt)	\$25,615,000.00	08/12/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Taxable Series 2020D	\$81,075,000.00	08/06/2020
Orange County Water District	2020 Amended WIFIA Loan Agreement	\$135,000,000.00	08/06/2020
Upper Santa Clara Valley Joint Powers Authority	Revenue Bonds, Taxable Series 2020B	\$172,635,000.00	07/23/2020
Upper Santa Clara Valley Joint Powers Authority	Revenue Bonds, Series 2020A	\$78,440,000.00	07/23/2020
City of Folsom	CFD No. 10 Special Tax Refunding Bonds, Series 2020	\$6,394,000.00	07/23/2020
Hemet Unified School District	2020 General Obligation Bonds Election of 2018, Series B	\$26,500,000.00	07/15/2020
Hemet Unified School District	General Obligation Refunding Bonds, Series 2020	\$7,790,000.00	07/15/2020

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Arvin Union School District	General Obligation Bonds Election of 2018, Series 2020B (Bank Qualified)	\$2,990,000.00	07/14/2020
Riverside Unified School District	CFD No. 32, Series 2020 Special Tax Bonds	\$11,600,000.00	07/09/2020
Standard School District	General Obligation Bonds 2016 Election, Series 2020	\$16,785,000.00	07/08/2020
Laguna Beach Unified School District	2020 General Obligation Refunding Bonds	\$16,330,000.00	07/07/2020
Lindsay-Strathmore Irrigation District	2020 Installment Purchase Agreement	\$4,736,200.00	07/02/2020
City of Sacramento	Wastewater Revenue Refunding Bonds, Series 2020 (Federally Taxable)	\$27,970,000.00	07/01/2020
County of Riverside	2020 Tax and Revenue Anticipation Note	\$340,000,000.00	07/01/2020
Beaumont Unified School District	2020 General Obligation Refunding Bonds, Series A	\$14,390,000.00	06/30/2020
Beaumont Unified School District	Election of 2008, General Obligation Bonds, Series F	\$11,290,000.00	06/30/2020
Pernis Joint Powers Authority	Local Agency Revenue Bonds (Community Facilities District No. 2007-2 (Pacific Heritage)) 2020 Series	\$3,450,000.00	06/25/2020
Junupa Community Services District	Water Revenue Refunding Bonds, Series 2020	\$3,490,000.00	06/24/2020
Junupa Community Services District	Sewer Revenue Refunding Bonds, Series 2020	\$1,915,000.00	06/24/2020

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Junupa Public Financing Authority	Special Tax Revenue Refunding Bonds, 2020 Series A	\$32,730,000.00	06/24/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Series 2020C	\$129,020,000.00	06/23/2020
El Dorado Irrigation District	Revenue Certificates of Participation, Series 2020A	\$61,080,000.00	06/23/2020
El Dorado Irrigation District	Refunding Revenue Bonds, Series 2020B	\$5,600,000.00	06/23/2020
Val Verde Unified School District	General Obligation Bonds, 2020 Election, Series 2020A	\$48,000,000.00	06/19/2020
Val Verde Unified School District	General Obligation Bonds, 2012 Election, Series 2020E	\$16,000,000.00	06/19/2020
Val Verde Unified School District	2020 General Obligation Refunding Bonds (Federally Taxable)	\$30,060,000.00	06/19/2020
San Luis Unit /Westlands Water District Financing Authority	Revenue Bonds (Westlands Water District), Series 2020A (Federally Taxable)	\$197,990,000.00	06/11/2020
San Luis Unit/Westlands Water District Financing Authority	Subordinate Revenue Bonds (Westlands Water District), Series 2020B (Federally Taxable)	\$27,375,000.00	06/11/2020
Castaic Union School District	Certificates Of Participation (2020 Refunding)	\$3,045,000.00	06/10/2020
Irvine Unified School District	Community Facilities District No. 06-1 (Portola Springs) Special Tax Refunding Bonds, Series 2020	\$6,400,000.00	06/04/2020
San Jacinto Unified School District	Certificates of Participation (2020 Refunding) Forward Delivery	\$29,270,000.00	06/04/2020

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Mesa Water District	2020 Revenue Certificates of Participation	\$55,985,000.00	06/03/2020
Jurupa Community Services District	Community Facilities District No. 45 (Jurupa Valley), Special Tax Bonds, 2020 Series A	\$4,380,000.00	05/28/2020
Fruitvale School District	General Obligation Bonds Election of 2016, Series B	\$14,500,000.00	05/28/2020
Eastern Municipal Water District	CFD No. 2016-74 (Menifee Town Center) Improvement Area C, 2020 Special Tax Bonds	\$4,145,000.00	05/27/2020
Poway Unified School District	Community Facilities District No. 16 (Del Sur East II) Improvement Area A, 2020 Special Tax Bonds	\$25,415,000.00	05/27/2020
Poway Unified School District	Community Facilities District No. 16 (Del Sur East II) 2020 Special Tax Bonds	\$15,675,000.00	05/27/2020
Desert Sands Unified School District	2020 General Obligation Refunding Bonds	\$79,160,000.00	05/19/2020
Eastern Municipal Water District	Community Facilities District No. 2013-63 (Belle Terre) Improvement Area A Special Tax Bonds, Series 2020	\$3,370,319.00	05/14/2020
Irvine Unified School District	Community Facilities District No. 09-1, Special Tax Bonds, Series 2020 A	\$94,985,000.00	05/14/2020
San Dieguito Union High School District	2020 General Obligation Refunding Bonds	\$145,285.00	05/12/2020
City of Sacramento	Water Revenue Refunding Bonds, Series 2020 (Federally Taxable)	\$188,390,000.00	05/06/2020
Fowler Unified School District	General Obligation Bonds, Election of 2016, Series B	\$12,000,000.00	05/05/2020

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Fowler Unified School District	2020 General Obligation Refunding Bonds	\$4,330,000.00	05/05/2020
Lindmore Irrigation District	2020 Installment Purchase Agreement	\$3,454,963.00	05/05/2020
El Dorado Union High School District	General Obligation Refunding Bonds, Series 2020 (Forward Delivery)	\$13,590,000.00	05/05/2020
Lodi Public Financing Authority	2020 Refunding Water Revenue Bonds, Series A	\$25,390,000.00	04/29/2020
La Cañada Unified School District	Election of 2017 General Obligation Bonds, Ser B Series B	\$30,000,000.00	04/28/2020
La Cañada Unified School District	2020 General Obligation Refunding Bonds	\$7,755,000.00	04/28/2020
Pernis Elementary School District	General Obligation Bonds 2014 Election, Series 2020	\$6,000,000.00	04/21/2020
Pernis Elementary School District	General Obligation Bonds 2006 Election, Series 2020	\$2,230,000.00	04/21/2020
Carpinteria Valley Water District	Refunding Revenue Bonds, Series 2020A	\$17,915,000.00	04/16/2020
Carpinteria Valley Water District	Refunding Revenue Bonds, Taxable Series 2020B	\$3,720,000.00	04/16/2020
Carpinteria Valley Water District	Revenue Certificates of Participation, Series 2020C	\$1,510,000.00	04/16/2020
San Jacinto Unified School District	Certificates of Participation (2020 Financing)	\$9,495,000.00	04/15/2020

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Thousand Oaks Public Financing Authority	2020 Refunding Lease Revenue Bonds (Municipal Facilities Projects)	\$8,790,000.00	04/15/2020
Alta Loma School District	General Obligation Bonds, 2016 Election, 2020 Series C	\$17,000,000.00	04/01/2020
City of Monterey	Master Lease Purchase Program	\$705,000.00	03/31/2020
Antelope Valley Community College District	2020 General Obligation Refunding Bonds	\$125,685,000.00	03/12/2020
Antelope Valley Community College District	Election of 2016 General Obligation Bonds, Series B	\$95,000,000.00	03/12/2020
City of Beverly Hills Public Financing Authority	Lease Revenue Refunding Bonds, Series 2020A (Tax-Exempt)	\$3,725,000.00	03/04/2020
City of Oakland	General Obligation Bonds (Measure KK, Series 2020B-1)	\$140,010,000.00	02/27/2020
City of Oakland	General Obligation Refunding Bonds, Series 2020	\$64,260,000.00	02/27/2020
City of Oakland	General Obligation Bonds (Measure KK, Series 2020B-2)	\$44,880,000.00	02/27/2020
Terra Bella Irrigation District	2020 Installment Purchase Agreement	\$3,073,651.59	02/27/2020
City of Tustin	Taxable Water Refunding Revenue Bonds, Series 2020	\$14,910,000.00	02/27/2020
City of San Fernando	2020 Installment Sale Agreement	\$1,350,000.00	02/26/2020



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Union Sanitary District Financing Authority	Revenue Bonds, Series 2020A	\$64,160,000.00	02/20/2020
City of Bakersfield	Wastewater Revenue Refunding Bonds, Series 2020A (Forward Delivery)	\$10,525,000.00	02/20/2020
Ocean View School District	Election of 2016 General Obligation Bonds, Series B	\$42,000,000.00	02/13/2020
Moreno Valley Unified School District	Community Facilities District No. 2016-1, Series 2020 Special Tax Bonds	\$5,245,000.00	02/13/2020
East Whittier City School District	Election of 2016 General Obligation Bonds, Series C (Measure R)	\$19,000,000.00	02/05/2020
East Whittier City School District	Election of 2016 General Obligation Bonds, Series C (Measure Z)	\$5,000,000.00	02/05/2020
Monte Vista Water District	Revenue Certificates of Participation, Series 2020A	\$14,110,000.00	01/30/2020
Monte Vista Water District	Refunding Revenue Certificates of Participation, Series 2020B (Federally Taxable)	\$8,385,000.00	01/30/2020
Town of Windsor	Limited Obligation Refunding Bonds Reassessment District No. 2020-1	\$2,796,000.00	01/29/2020
Saucelito Irrigation District	Refunding Installment Agreement, Series 2020	\$5,221,027.00	01/23/2020
Bakersfield City School District	General Obligation Bonds, Election of 2016, 2020 Series B	\$22,000,000.00	01/23/2020
County of Orange	Taxable Pension Obligation Bonds, 2020 Series A	\$463,895,000.00	01/14/2020

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City of Sparks, Nevada	Tourism Improvement District No. 1 (Legends at Sparks Marina) Senior Sales Tax Anticipation Revenue Refunding Bonds, Series 2019A	\$79,905,000.00	12/19/2019
Folsom Ranch Financing Authority	Community Facilities District No. 21 (White Rock Springs Ranch) Special Tax Revenue Bonds, Series 2019	\$9,695,000.00	12/19/2019
Orange Unified School District	Taxable Retirement Health Benefits Refunding Bonds, Series 2019A	\$33,595,000.00	12/19/2019
Marina Coast Water District	Enterprise Revenue Certificates of Participation, Series 2019	\$17,725,000.00	12/19/2019
Norco Financing Authority	Enterprise Revenue Refunding Bonds, Series 2019 A	\$37,130,000.00	12/18/2019
Arvin Union School District	General Obligation Bonds Election of 2014, Series 2019C	\$4,100,000.00	12/18/2019
Riverside Unified School District	Community Facilities District No. 34 (Rivera) Series 2019 Special Tax Bonds	\$2,590,000.00	12/17/2019
Riverside Unified School District	Election of 2016 General Obligation Bonds, Series B	\$172,000,000.00	12/17/2019
Riverside Unified School District	2019 General Obligation Refunding Bonds	\$26,555,000.00	12/17/2019
County of Kaua'i	Community Facilities District No. 2008-1 (Kukui'ula Development Project) Special Tax Revenue Bonds, Series 2019	\$20,320,000.00	12/17/2019
Orange County Water District	Refunding Revenue Bonds, Series 2019C	\$99,065,000.00	12/12/2019
Orange County Water District	Refunding Revenue Bonds, Series 2019D	\$59,135,000.00	12/12/2019

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Delano-Earlimart Irrigation District	Refunding Revenue Bonds, Series 2019A	\$14,970,000.00	12/11/2019
City of Merced	Community Facilities District No. 2006-1 (Moraga of Merced) 2019 Special Tax Refunding Bonds	\$4,080,000.00	12/10/2019
Jurupa Public Financing Authority	Special Tax Revenue Refunding Bonds, 2019 Series A	\$20,570,000.00	12/04/2019
Successor Agency to the Redevelopment Agency of the City of Perris	Subordinate Tax Allocation Refunding Parity Bonds, Series 2019	\$6,945,000.00	12/03/2019
Del Mar Union School District	Community Facilities District No. 99-1 Series 2019 Special Tax Bonds (Refunding/Facilities Financing)	\$39,075,000.00	12/03/2019
El Dorado Union High School District	Refunding Certificates of Participation, Series 2019	\$2,660,000.00	11/26/2019
Rosamond Community Services District	2019 Installment Sale Agreement	\$13,000,000.00	11/26/2019
Eastern Municipal Water District	Community Facilities District No. 2002-07 (Pacific Mayfield) Improvement Area C 2019 Special Tax Bonds	\$3,945,000.00	11/21/2019
La Habra Utility Authority	Refunding Water Revenue Bonds, Series 2019B (Tax-Exempt)	\$11,175,000.00	11/19/2019
La Habra Utility Authority	Refunding Water Revenue Bonds, Series 2019A (Federally Taxable)	\$2,620,000.00	11/19/2019
East Garrison Public Financing Authority County of Monterey	Community Facilities District No. 2006-1 Special Tax Bonds, Series 2019	\$11,060,000.00	11/14/2019
Eastern Municipal Water District	Community Facilities District No. 2014-66 (Meadow Creek) 2019 Special Tax Bonds	\$1,275,000.00	11/14/2019

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Milpitas Municipal Financing Authority	2019 Water Revenue Bonds	\$17,210,000.00	11/13/2019
Milpitas Municipal Financing Authority	2019 Wastewater Revenue Bonds	\$29,840,000.00	11/13/2019
Hemet Unified School District	Refunding Certificates of Participation, Series 2019	\$2,925,000.00	11/06/2019
Greenfield Union School District	General Obligation Bonds, 2016 Election, Series A	\$19,000,000.00	11/06/2019
Greenfield Union School District	2019 General Obligation Refunding Bonds	\$7,020,000.00	11/06/2019
Greenfield Union School District	General Obligation Bonds, 2002 Election, Series C	\$1,000,000.00	11/06/2019
Panama-Buena Vista Union School District	2012 Election General Obligation Bonds, 2019 Series D	\$18,000,000.00	10/30/2019
Long Beach Community College District	General Obligation Bonds, 2016 Election, 2019 Series C	\$130,000,000.00	10/23/2019
Long Beach Community College District	General Obligation Refunding Bonds 2019 Series H	\$67,415,000.00	10/23/2019
Moreno Valley Unified School District	Community Facilities District No. 2017-1 Series 2019 Special Tax Bonds	\$3,610,000.00	10/17/2019
Folsom Public Financing Authority	Water Revenue Refunding Bonds Series 2019	\$8,780,000.00	10/17/2019
Del Mar Union School District	General Obligation Bonds, 2018 Election, Series 2019 A	\$55,285,000.00	10/16/2019

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Garden Grove Unified School District	General Obligation Refunding Bonds, Series 2019B	\$130,460,000.00	10/16/2019
Garden Grove Unified School District	General Obligation Refunding Bonds, Series 2019 A	\$25,870,000.00	10/16/2019
Rancho California Water District Financing Authority	Tax-Exempt Fixed Rate Refunding Revenue Bonds, Series of 2019A	\$118,090,000.00	10/15/2019
Rosemead School District	2019 General Obligation Refunding Bonds, Series A	\$11,660,000.00	10/09/2019
Rosemead School District	2019 General Obligation Refunding Bonds, Series B	\$6,715,000.00	10/09/2019
Mojave Unified School District	General Obligation Bonds, Election of 2008, Series 2019 of School Facilities Improvement District No. 2	\$5,230,000.00	10/02/2019
County of Riverside Asset Leasing Corporation	Taxable Lease Revenue Refunding Bonds, Series 2019A (Riverside County Technology Refunding Projects)	\$12,875,000.00	09/26/2019
Irvine Unified School District	Community Facilities District No. 09-1 Special Tax Bonds, Series 2019A	\$86,845,000.00	09/18/2019
Pasadena Unified School District	2019 General Obligation Refunding Bonds	\$96,910,000.00	09/11/2019
Perris Elementary School District	Refunding Certificates of Participation, Series 2019	\$5,215,000.00	09/05/2019
Silicon Valley Clean Water	Wastewater Revenue Notes, Series 2019A	\$209,300,000.00	08/14/2019
City of Aliso Viejo	2019 Certificates of Participation (Aliso Viejo Ranch)	\$12,250,000.00	08/13/2019

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City of Brea Public Financing Authority	Local Agency Revenue Refunding Bonds, Series 2019	\$6,820,000.00	08/13/2019
City of Brea	2019 Water Revenue Refunding Bonds	\$23,475,000.00	08/13/2019
City of Beverly Hills Public Financing Authority	Lease Revenue Refunding Bonds, Series 2019A (Tax-Exempt)	\$22,665,000.00	08/08/2019
City of Beverly Hills Public Financing Authority	Lease Revenue Refunding Bonds, Series 2019B (Federally Taxable)	\$18,175,000.00	08/08/2019
Folsom Ranch Financing Authority	City of Folsom Community Facilities District No. 19 (Mangini Ranch) Special Tax Revenue Bonds, Series 2019	\$14,040,000.00	08/07/2019
Greenfield Union School District	Community Facilities District No. 4 Special Tax Bonds, 2019 Series A	\$8,180,000.00	08/06/2019
Riverside Unified School District	Community Facilities District No. 20, 2019 Special Tax Refunding Bonds	\$1,315,000.00	07/31/2019
Riverside Unified School District	Community Facilities District No. 26, 2019 Special Tax Refunding Bonds	\$1,465,000.00	07/31/2019
City of Irvine	Limited Obligation Improvement Bonds Reassessment District No. 19-1	\$48,860,000.00	07/23/2019
City of Folsom	Community Facilities District No. 16 (The Island at Parkshore) Improvement Area No. 2 Special Tax Bonds, Series 2019	\$3,115,000.00	07/18/2019
City of Dublin	Community Facilities District No. 2015-1 (Dublin Crossing) Improvement Area No. 2 Special Tax Bonds, Series 2019	\$37,745,000.00	07/18/2019
City of Irvine	Reassessment District No. 04-20 Limited Obligation Improvement Bonds Group 7, Series A	\$33,985,000.00	07/17/2019

**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
2019 - 2021

City of Irvine	Reassessment District No. 04-20 Limited Obligation Improvement Bonds Group 7, Series B	\$6,505,000.00	07/17/2019
Lowell Joint School District	General Obligation Bonds, Election of 2018, Series 2019	\$14,000,000.00	07/16/2019
Stockton East Water District	2019 Installment Purchase Agreement (Private Placement)	\$38,527,000.00	07/15/2019
County of Riverside	2019 Tax and Revenue Anticipation Note	\$340,000,000.00	07/01/2019
County of Ventura	2019-20 Tax and Revenue Anticipation Notes	\$154,220,000.00	07/01/2019
Orange County Water District	Revenue Certificates of Participation (Interim Obligations), Series 2019A	\$135,000,000.00	06/27/2019
Orange County Water District	Revenue Certificates of Participation (Refunding Obligations) Series 2019B	\$6,505,000.00	06/27/2019
San Bernardino City Unified School District	Certificates of Participation (2019 School Financing Project)	\$62,705,000.00	06/27/2019
Placentia-Yorba Linda Unified School District	2019 General Obligation Refunding Bonds	\$25,200,000.00	06/26/2019
San Jacinto Unified School District Financing Authority	Special Tax Revenue Bonds, Series 2019	\$32,110,000.00	06/20/2019
Santa Maria-Bonita School District	Refunding Certificates of Participation, Series 2019	\$11,795,000.00	06/13/2019
Temecula Valley Unified School District	CFD No. 2018-1 Special Tax Bonds, Series 2019	\$2,195,000.00	06/13/2019

**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
 2019 - 2021

Taft Public Financing Authority	2019 Revenue Refunding Bonds (Police Station and Redevelopment Projects) (Bank Qualified)	\$2,310,000.00	06/05/2019
Silicon Valley Clean Water	2019 WIFIA Loan Agreement	\$218,000,000.00	6/4/2019
Mojave Unified School District	2019 General Obligation Refunding Bonds of School Facilities Improvement District No. 2	\$4,050,000.00	05/30/2019
Los Angeles Unified School District	2019 General Obligation Refunding Bonds, Series A	\$594,605,000.00	05/29/2019
Alta Loma School District	General Obligation Bonds, 2016 Election, 2019 Series B	\$18,000,000.00	05/09/2019
Santa Ana Unified School District	General Obligation Bonds, 2018 Election, 2019 Series A	\$60,000,000.00	05/07/2019
Santa Ana Unified School District	2019 General Obligation Refunding Bonds	\$25,965,000.00	05/07/2019
Newport-Mesa Unified School District	General Obligation Refunding Bonds, Election of 2000, Series 2020 (Forward Delivery)	\$32,960,000.00	05/05/2019
Santa Maria-Bonita School District	General Obligation Bonds, Election of 2014, Series 2019	\$15,000,000.00	04/25/2019
Eastern Municipal Water District	Community Facilities District No. 2013-64 (Atherton and Terracina) 2019 Special Tax Bonds	\$8,995,000.00	04/17/2019
Communities Facilities District No. 2010-1 of the Temecula Valley Unified School District	Series 2019 Special Tax Bonds	\$3,745,000.00	04/17/2019
Community Facilities District No. 2013-1 Temecula Valley Unified School District	Series 2019 Special Tax Bonds	\$7,155,000.00	04/17/2019



**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
 2019 - 2021

City of Dos Palos	2019 Refunding of USDA Wastewater Loan, Series 1991 A	\$1,385,050.00	04/15/2019
Moreno Valley Public Financing Authority	Lease Revenue Bonds, Series 2019 (Taxable)	\$15,830,000.00	04/11/2019
Garden Grove Unified School District	General Obligation Bonds, Election of 2016, Series 2019	\$75,000,000.00	04/10/2019
Moreno Valley Unified School District	Community Facilities District No. 2015-2 Series 2019 Special Tax Bonds	\$6,345,000.00	03/28/2019
Moreno Valley Unified School District	Community Facilities District No. 2015-3 Series 2019 Special Tax Bonds	\$4,080,000.00	03/27/2019
Twentynine Palms Water District	AMR and AMI Project	\$2,000,000.00	03/25/2019
Arvin Union School District	General Obligation Bonds Election of 2018, Series 2019A (Bank Qualified)	\$3,385,000.00	03/21/2019
Eastern Municipal Water District	Community Facilities District No. 2014-67 (TR. 30422-3/TR. 36437) Improvement Area A 2019 Special Tax Bonds	\$2,140,000.00	03/21/2019
San Bruno Public Financing Authority	Lease Revenue Bonds, Series 2019	\$4,670,000.00	03/21/2019
Ontario-Montclair School District	Election of 2016 General Obligation Bonds, Series 2019B	\$45,000,000.00	03/20/2019
Standard School District	General Obligation Bonds 2016 Election, Series 2019	\$10,000,000.00	03/13/2019
Panama-Buena Vista Union School District	General Obligation Bonds, Election of 2018, Series 2019	\$22,000,000.00	03/07/2019

**Fieldman, Rolapp & Associates, Inc.**  
**All Public Sector Transactions**  
 2019 - 2021

Fullerton Joint Union High School District	General Obligation Bonds Election of 2014, Series D (2019)	\$21,000,000.00	02/27/2019
Desert Sands Unified School District	Election of 2014 General Obligation Bonds, Series 2019	\$100,000,000.00	02/27/2019
Hemet Unified School District	2019 General Obligation Bonds, Election of 2018, Series A	\$27,500,000.00	02/26/2019
South Coast Water District Financing Authority	Revenue Bonds, Series 2019A	\$41,680,000.00	02/20/2019
Rancho Cucamonga Public Finance Authority	2019 Lease Revenue Bonds (Fiber Optic Project) Series A Bonds (Tax-Exempt)	\$9,875,000.00	02/14/2019
Rancho Cucamonga Public Finance Authority	2019 Lease Revenue Bonds (Fiber Optic Project) Series B Bonds (Taxable)	\$2,320,000.00	02/14/2019
County of Madera	Assessment District No. 2007-1 (CSA No. 19 Rolling Hills Water Improvements) Taxable 2019 Limited Obligation Improvement Refunding Bonds	\$2,710,000.00	01/30/2019
Val Verde Unified School District	General Obligation Bonds 2012 Election, Series 2019D	\$10,000,000.00	01/30/2019
Riverside Unified School District	2019 Refunding Certificates of Participation Evidencing the Fractional Interests of the Owners Thereof in Lease Payments to be Made by the Riverside Unified School District	\$4,170,000.00	01/29/2019
County of Orange	Taxable Pension Obligation Bonds, 2019 Series A	\$402,182,000.00	01/14/2019
<b>Total:</b>	<b>260 Financings</b>	<b>\$10,280,526,756.99</b>	

**Request for Proposals - Financial Advisory Services**April 8, 2021

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**APPENDIX E****Standard Proposal Regulatory Disclaimers & Disclosures**

Fieldman, Rolapp & Associates, Inc. is an SEC-registered Municipal Advisor. When formally engaged by public agency clients, we undertake a fiduciary duty with respect to advice provided on financial matters.

**PROPOSAL DOES NOT CONSTITUTE “ADVICE” OR MUNICIPAL ADVISORY RELATIONSHIP**

These materials are delivered to you for the purpose of obtaining an engagement as your municipal advisor, and we wish to clarify the nature of our relationship. We are providing the information contained in these materials for informational purposes only. The information provided in these materials does not create or imply any fiduciary relationship, and is being provided solely for the purpose of marketing our services to you as a prospective client of Fieldman, Rolapp & Associates, Inc. The information provided to you is not be construed as “advice” within the meaning of Section 15B of the Securities and Exchange Act of 1934, or relied upon by you as advice in determining a course of action in connection with any current or prospective undertakings relative to any municipal securities issuance or municipal financial product. Any information contained in these materials has been prepared without taking into account your circumstances, financial or otherwise, and is not intended to replace or supplement any advice you may have already received internally or externally from any other professional.

**Potential for Limitation of Advisory Scope Disclosure**

At the explicit direction of the District, our scope of services may be limited to the implementation a pre-determined financial transaction or strategy. In such instances, a complete review of all feasible and suitable financial alternatives will not be undertaken as part of our engagement. We would otherwise operate under a fiduciary duty to consider all feasible and suitable alternatives to accomplish a given objective.

**Potential Conflict of Interest Disclosure**

Compensation contingent on the completion of a financing or project is customary for municipal financial advisors. To the extent that our compensation for the proposed engagement is contingent on successful completion of any transactions, a potential conflict of interest exists as we would have a potential incentive to recommend the completion of a transaction that might not be optimal for the District. However, as noted earlier, Fieldman, Rolapp & Associates, Inc. undertakes a fiduciary duty in advising public agencies regardless of compensation structure.



FIELDMAN  
ROLAPP  
& ASSOCIATES

To: Joe Zoba, General Manager, Yucaipa Valley Water District  
Allison Edmisten, Chief Financial Officer, Yucaipa Valley Water District

From: Robert A. Porr, Executive Vice President  
Lora Carpenter, Vice President

RE: Underwriting Fee Quote from BofA Securities

In connection with the proposed transaction to issue a series of revenue bonds to (a) refund the District's existing SRF Loans with the State Water Resources Control Board; and (b) potentially refund all or a portion of the District's 2015 water obligations we requested on behalf of the District a fee quote from B of A Securities. At the request of the District, the proposed transaction may include funding for new money to pay for capital improvement projects.

BofA Securities was the underwriter on the District's Series of 2015 debt. Due to the favorable interest rate environment and the need to capture advantageous tax-exempt rates and yields to complete the refunding, we recommended obtaining a sole source proposal from B of A Securities in order to have the ability to proceed with the refunding transaction as quickly as possible.

The fee quote is for \$2.077 per \$1,000 of bonds sold based upon a sale of \$36,270,000 principal amount sold. In terms of dollars the quote amounts to a fee of \$75,333. Fieldman researched the tax-exempt market for similarly structured transactions over two-year and one-year periods. Our research indicates that the average fee paid to underwriters over the last two years was approximately \$3.272 per \$1,000 of principal amount sold; over the last year the average fee was approximately \$3.648 per \$1,000 of bonds sold.

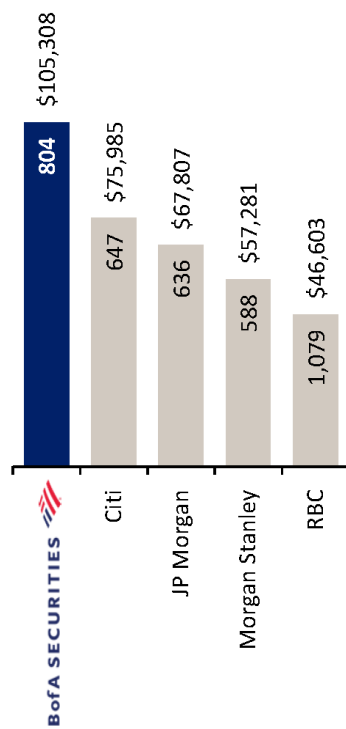
Based upon our research and analysis we are of the opinion that the quote provided by BofA Securities, is fair and reasonable for the proposed transaction. We are also of the opinion that based upon the submitted credentials of BofA Securities that the firm is qualified to provide the services intended by the District for an investment banking/underwriting firm.

# BofA Credentials

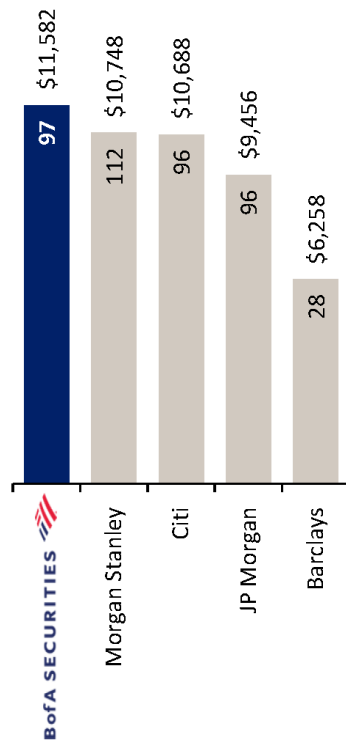


BofA is the top municipal underwriter nationally, including in the water/wastewater sector

**NATIONAL UNDERWRITING RANKINGS**  
January 1, 2019 – 2021 YTD



**NATIONAL WATER & WASTEWATER RANKINGS**  
January 1, 2019 – 2021 YTD



- BofA has been the top overall underwriter for municipal securities for 9 consecutive years
  - We have a strong public finance presence in California, with offices located in Los Angeles and San Francisco
  - BofA provides our municipal clients with expertise in public finance banking, municipal underwriting, credit ratings and investor relations, as well as access to the bank direct placement market through Bank of America, N.A.

- The water and wastewater sector is a key specialty focus for BofA, as evidenced by our leadership position in this sector
  - Since 2019, we have senior managed 97 transactions for over \$11.5 billion to be the 1st leading firm in this arena
  - Recent senior managed transactions includes financings for Los Angeles County Sanitation Districts, Cucamonga Valley Water District, Western Municipal Water District, Eastern Municipal Water District, and Rancho California Water District



BofA Creditentials  
BofA Securities Senior Managed Clients

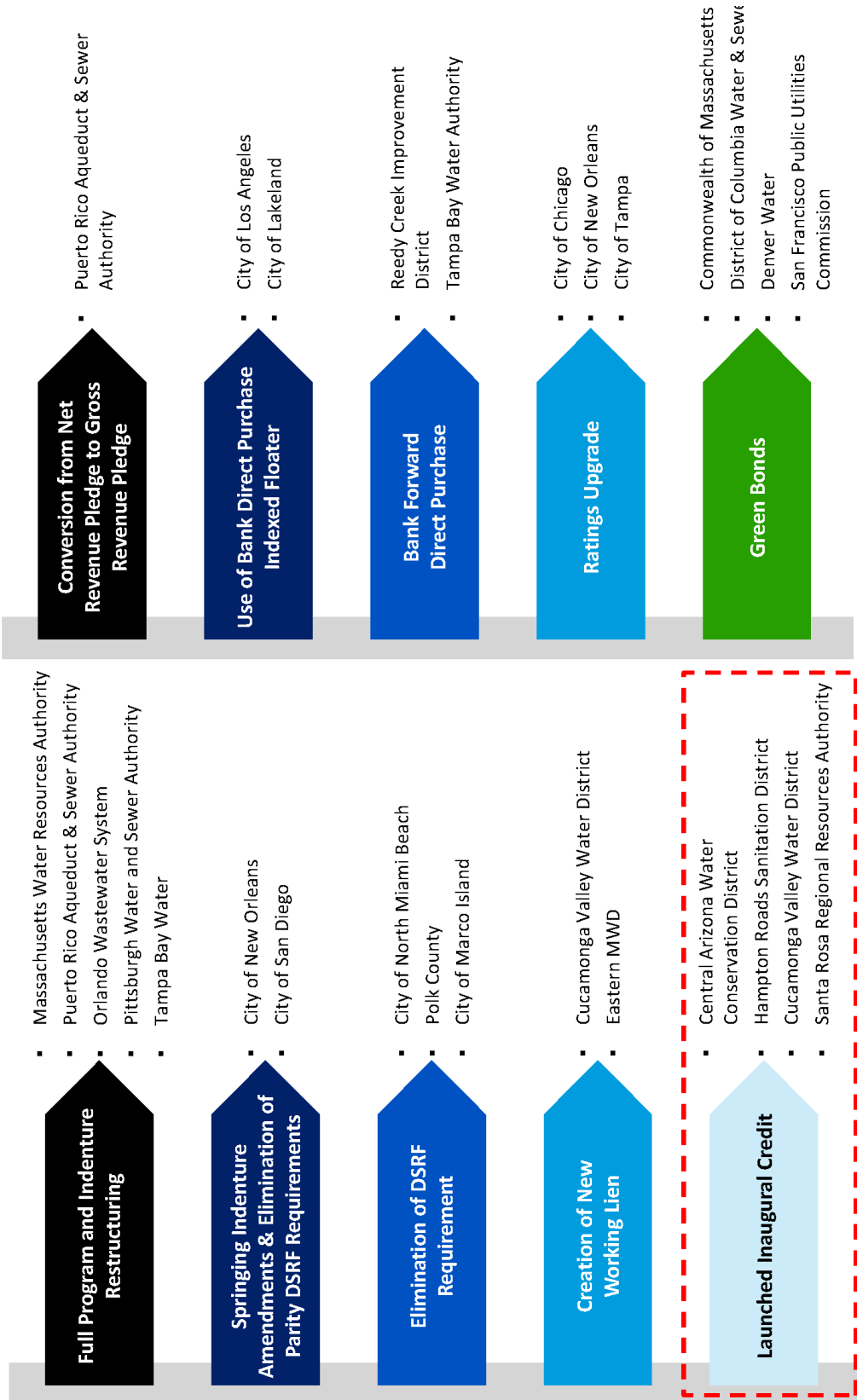
*Our bankers have an extensive background in the industry as well as experience working with water clients across the nation*





# BofA Creditentials

## Our Comprehensive Financing Services Have Aided Many Clients



*Our recommendations have resulted in lower cost of funds, more financing capacity and more efficient financings for our clients*

# BofA Credentials

Unique Services offered by our Water and Wastewater Team





# BofA Credentials

Prior Experience with the District

## \$30,810,000 Water System Refunding Revenue Bonds, Series 2015A

- BofA served as senior manager for the District’s refunding that priced on February 12, 2015
- BofA and the District’s municipal advisor recommended the issuance of “Revenue Bonds” under the State Refunding Bond Law to improve market reception
- To maximize savings for the District, the bonds were structured with no reserve requirement
- A comprehensive credit presentation resulted in an inaugural “AA-” rating from Fitch and a confirmed “A+” rating from S&P, both with stable outlooks
- The bonds received over \$75 million in total orders, with up to 6x oversubscription in certain parts of the loan
- Despite significant market volatility during the week of pricing, BofA was able to tighten final pricing in select maturities by 1-3 basis points
- BofA successfully marketed sub-5% coupons to specific buyers at aggressive spreads (better than 5% coupon bonds) to help lock-in present value savings of \$6.7 million (18.3% of refunded par) for the District
- BofA also underwrote approximately 10% of the loan to guarantee an attractive cost of funds for the District



**NEW ISSUE - BOOK-ENTRY ONLY**

*In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, under existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described in this Official Statement, interest (and original issue discount) on the 2015 Bonds is excluded from gross income for federal income tax purposes and is not on item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the 2015 Bonds is exempt from State of California personal income tax. See the caption "TAX MATTERS" with respect to tax consequences relating to the 2015 Bonds.*

**\$30,810,000**  
**YUCAIPA VALLEY WATER DISTRICT**  
**WATER SYSTEM REFUNDING REVENUE BONDS**  
**SERIES 2015A**

Yucaipa Valley Water District

**Due: September 1, as set forth below**

**Dated: Date of Issuance**

The 2015 Bonds are being issued to provide funds to provide a portion of the money to refund all of the currently outstanding Yucaipa Valley Water District Water System Revenue Certificates of Participation, Series 2004A and to pay costs of issuance of the 2015 Bonds, all as more fully described herein.

The 2015 Bonds are being issued in fully registered form and when issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York. Purchasers of the 2015 Bonds will not receive securities representing their beneficial ownership in the 2015 Bonds purchased. Interest on the 2015 Bonds is payable on January 1, 2015 and on each anniversary thereafter, until the maturity thereof. The principal of and interest on the 2015 Bonds is payable to the registered owner of the 2015 Bonds, or to Cede & Co. as its nominee. Such interest and principal payments are to be disbursed to the beneficial owners of the 2015 Bonds through their nominees.

**The 2015 Bonds are subject to optional and extraordinary redemption as more fully described herein.**

The 2015 Bonds are being issued pursuant to the Indenture of Trust, dated as of January 1, 2015, by and between the Yucaipa Valley Water District and Wells Fargo Bank, National Association, as trustee. The 2015 Bonds are limited obligations of the District payable solely from Net Water System Revenues of the District's Water System remaining after payment of all other obligations of the District, including the State Stabilization Fund, subject to certain restrictions described herein. The District may incur additional obligations payable from Net Water System Revenues on a parity with the obligation to pay principal of and interest on the 2015 Bonds, subject to the terms and conditions of the Indenture, as more fully described herein. The District owns and operates a Wastewater System and a Recycled Water System but the revenues of the District's Wastewater System and Recycled Water System are not pledged to the payment of principal of and interest on the 2015 Bonds and principal of and interest on the 2015 Bonds are not payable from revenues of the District's Wastewater System and Recycled Water System.

**THE 2015 BONDS ARE NOT A DEBT OF THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS (OTHER THAN THE DISTRICT), AND NEITHER THE STATE, NOR ANY OF ITS POLITICAL SUBDIVISIONS (OTHER THAN THE DISTRICT), IS LIABLE THEREON, NOR IN ANY EVENT SHALL THE 2015 BONDS BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OF THE DISTRICT OTHER THAN THE FUNDS OR PROPERTIES OF THE DISTRICT SPECIFICALLY DESIGNATED IN THE OFFICIAL STATEMENT.**

**THE OBLIGATION OF THE DISTRICT TO MAKE PAYMENTS IN ACCORDANCE WITH THE INDENTURE IS A LIMITED OBLIGATION OF THE DISTRICT AS SET FORTH IN THE INDENTURE AND THE DISTRICT SHALL HAVE NO LIABILITY OR OBLIGATION IN CONNECTION HERewith EXCEPT WITH RESPECT TO SUCH PAYMENTS TO BE MADE PURSUANT TO THE INDENTURE. THE 2015 BONDS DO NOT CONSTITUTE AN INDEBTEDNESS OF THE DISTRICT IN CONTRAVENEMENT OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.**

**THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS ARE ADVISED TO READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.**

**MATURITY SCHEDULE - See Inside Cover Page**

The 2015 Bonds are offered when, as and if issued and received by the Underwriter, subject to the approval of the valid, legal and binding nature of the 2015 Bonds by Stradling Yocca Carlson & Rauth, a Professional Corporation, Sacramento, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriter by its counsel, Katten Muchin Rosenman LLP, New York, New York, for the District by Ahlgh & Wysocki, Redlands, California, General Counsel to the District, and for the Trustee by its counsel. It is anticipated that the 2015 Bonds will be available for delivery through the facilities of The Depository Trust Company on or about February 26, 2015.

**BofA Merrill Lynch**

Dated: February 12, 2015

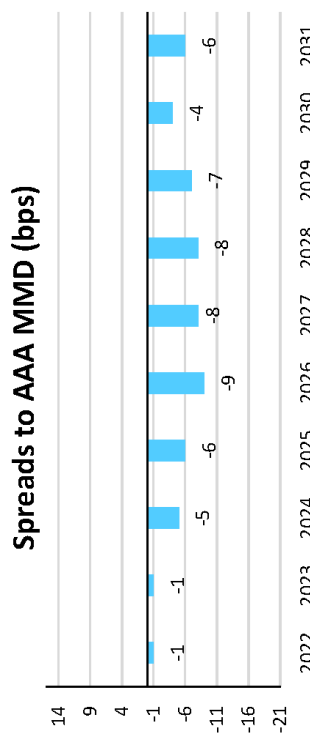
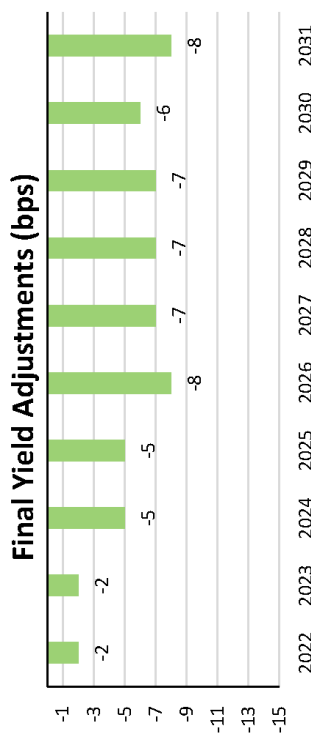
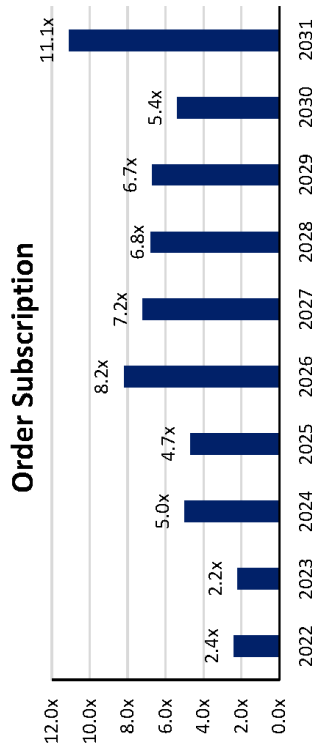
# BofA Credentials



Recent Senior Managed Case Study: Los Angeles County Sanitation Districts Financing Authority

## \$41,645,000 Capital Projects Revenue Bonds, 2021 Series A (District No. 14 Revenue Bonds) (Green Bonds)

- BofA served as sole underwriter for the District’s Capital Projects Revenue Bonds, 2021 Series A (“2021A Bonds”) on August 24, 2021
- The Bonds refinanced the District’s California State Water Resources Control Board loans for economic savings
- As part of the District’s overall plan of finance, it also defeased its remaining senior lien debt so that its outstanding 2015A Bonds and the 2021A Bonds became senior lien obligations – leading to rating upgrades by S&P to “AA” (Stable) and Fitch to “AA” (Positive)
- BofA and the District’s municipal advisor monitored the market and analyzed a variety of financing alternatives in order to meet the District’s structuring goals
- The Bonds were designated as **Green** Bonds and the POS was posted on August 13<sup>th</sup>; allowing ample time to market the transaction before pricing on August 24<sup>th</sup>
- Despite a weaker tone in the Treasury market due to strong corporate earning releases on the morning of pricing, the District’s bonds were well received with more than \$259 million in total orders placed by 22 institutional investors
- This tremendous demand allowed the District to lower yields in all maturities by 2-8 basis, resulting in total PV savings of \$4.9 million (9% of refunded par) and an All-in TIC of 0.70%



# BofA Credentials



## Jeffrey Bower and Jack Tsang Bring Over 40 Years of Combined Experience to the District

**Jeffrey Bower**  
 Managing Director  
 Public Finance Investment Banking  
 BofA Securities, Inc.  
 Bank of America, N.A.

333 South Hope Street, Suite 3820  
 Los Angeles, CA 90071  
 T: 213-345-9580  
 jeffrey.bower@bofa.com

**BoFA SECURITIES**

*Jeffrey Bower*, a Managing Director based in Los Angeles and our lead municipal wastewater/water specialist for the Western states, will serve as the day-to-day lead contact for the District and will coordinate delivery of all appropriate firm resources.

Mr. Bower has spent his entire career working with wastewater/water utilities in the western states. Some of Mr. Bower’s issuer clients include The Metropolitan Water District of Southern California, San Diego County Water Authority, Eastern Municipal Water District, Los Angeles Department of Water & Power, Western Municipal Water District, East Bay Municipal Utility District, City of Phoenix (wastewater & water), Las Vegas Valley Water District and the Honolulu Board of Water Supply as well as many other large and small agencies (both retail and wholesale) throughout the West.

**Jack Tsang**  
 Director  
 Public Finance Investment Banking  
 BofA Securities, Inc.  
 Bank of America, N.A.

333 South Hope Street, Suite 3820  
 Los Angeles, CA 90071  
 T: 213-345-9578  
 jack.tsang@bofa.com

**BoFA SECURITIES**

*Jack Tsang*, a Director based in our Los Angeles office, has 18 years of experience in public finance and has worked on over \$30 billion of senior managed municipal finance transactions, including issues for a number of California issuers such as Yucaipa Valley Water District’s Water System Refunding Revenue bonds, Series 2015A, as well as other local utilities such as Eastern Municipal Water District, Western Municipal Water District, Rancho California Water District, Irvine Ranch Water District, Cucamonga Valley Water District, Mesa Water District, City of Los Angeles Wastewater, and the Los Angeles County Sanitation Districts.



# Proposed Fees and Expenses

## Underwriter's Discount

Spread Detail	Per Bond	Amount
Average Takedown	1.214	44,017.50
Expenses	0.863	31,315.41
	<b>2.077</b>	<b>75,332.91</b>

## Detailed Underwriter's Expenses

Breakdown of Expenses	Per Bond	Amount
Underwriter's Counsel <sup>(1)</sup>	0.689	25,000.00
IPREO	0.103	3,739.41
Out-of-Pocket Expenses <sup>(2)</sup>	0.028	1,000.00
CUSIP Fees <sup>(3)</sup>	0.021	776.00
DTC Clearance Fee	0.022	800.00
	<b>0.863</b>	<b>31,315.41</b>

## Maturity-by-Maturity Takedown Schedule

Year	\$/Bond
1	\$0.750
2-4	1.000
5-10	1.250
11+	1.500

Note: Based on \$36,270,00 principal amount.

(1) Assumes no disclosure responsibilities.

(2) Includes disclosure fee. Based on 14 maturities.



To: Joe Zoba, General Manager, Yucaipa Valley Water District  
Allison Edmisten, Chief Financial Officer, Yucaipa Valley Water District

From: Robert A. Porr, Executive Vice President  
Lora Carpenter, Vice President

RE: Bond and Disclosure Services Fee Quote from Stradling, Yocca, Carlson & Rauth

In connection with the proposed transaction to issue a series of revenue bonds to (a) refund the District's existing SRF Loans with the State Water Resources Control Board; and (b) potentially refund all or a portion of the District's 2015 water obligations we requested on behalf of the District a fee quote from Stradling, Yocca, Carlson & Rauth ("Stradling") to serve as bond and disclosure counsel. At the request of the District, the proposed transaction may include funding for new money to pay for capital improvement projects. If new money is added to the transaction, Fieldman and BofA Securities would recommend creating a joint powers authority to sell revenue bonds rather than certificates of participation for the new money as well.

Stradling served as bond counsel on the District's Series of 2015 debt. Due to the favorable interest rate environment and the need to capture advantageous tax-exempt rates and yields to complete the refunding, we recommended obtaining a sole source proposal from Stradling in order to have the ability to proceed with the refunding transaction as quickly as possible.

Stradling's fee quote is to provide both bond and disclosure counsel services for a fee of \$75,000, plus an additional \$7,500 in connection with legal services to create the above referenced joint powers authority. Fieldman researched the municipal water/wastewater market over the past two-years. Our research indicates that issuers paid a range of approximately \$75,000 to \$135,000 for the two identified legal services. The Stradling fee quote compares favorably to other transactions where issuers used two firms to provide separate services, one acting as bond counsel and another firm acting as disclosure counsel.

Based upon our research and analysis we are of the opinion that the quote provided by Stradling is fair and reasonable for the proposed transaction. We are also of the opinion that based upon our work with the firm that the firm is qualified to provide the services intended by the District for bond and disclosure counsel services.

**YUCAIPA VALLEY WATER DISTRICT**  
**2021 Financing**  
 Bond Counsel & Disclosure Counsel

Clients	Description	Services	Interested Party	Payable at Closing
City of Brea	2020 Water Revenue Refunding Bonds (Federally Taxable)	Bond Counsel	Jones Hall	54,392.00
		Disclosure Counsel	Richards, Watson & Gershon	37,000.00
		<b>Total</b>		<b>91,392.00</b>
City of Dublin	Lease Revenue Bonds, Series 2021	Bond Counsel	Jones Hall	75,000.00
		Disclosure Counsel	Jones Hall	40,000.00
		<b>Total</b>		<b>115,000.00</b>
Poway Public Financing Authority	Water Revenue Bonds, Series 2021A	Bond Counsel & Disclosure Counsel	Stradling Yocca Carlson & Rauth	75,000.00
		<b>Total</b>		<b>75,000.00</b>
Elisnore Valley Municiple Water District	Fixed Rate Refunding, Series 2008B and 2011A	Bond Counsel & Disclosure Counsel	Best Best & Krieger LLP	95,000.00
		<b>Total</b>		<b>95,000.00</b>
Union Sanitary District Financing Authority	2021 Revenue Bonds	Bond Counsel	Stradling Yocca Carlson & Rauth	75,000
		Disclosure Counsel	Quint & Thimmig LLP	50,000
		<b>Total</b>		<b>125,000.00</b>
City of Sacramento	Wasterwater Revenue Refunding Bonds, Series 2020	Bond Counsel	Orrick Herrington & Sutcliffe	95,000
		Disclosure Counsel	Stradling Yocca Carlson & Rauth	40,000.00
		<b>Total</b>		<b>135,000.00</b>
City of Barstow	2021 Pension Obligation Bonds (Public Sale)	Bond Counsel and expenses	Jones Hall	66,500.00
		Disclosure Counsel	Jones Hall	40,000.00
		<b>Total</b>		<b>106,500.00</b>
Vallecitos Water District	Capital Funding, Series 2021	Bond Counsel & Disclosure Counsel	Stradling Yocca Carlson & Rauth	75,000.00
		<b>Total</b>		<b>75,000.00</b>



**Date:** September 21, 2021

**Prepared By:** Joseph Zoba, General Manager

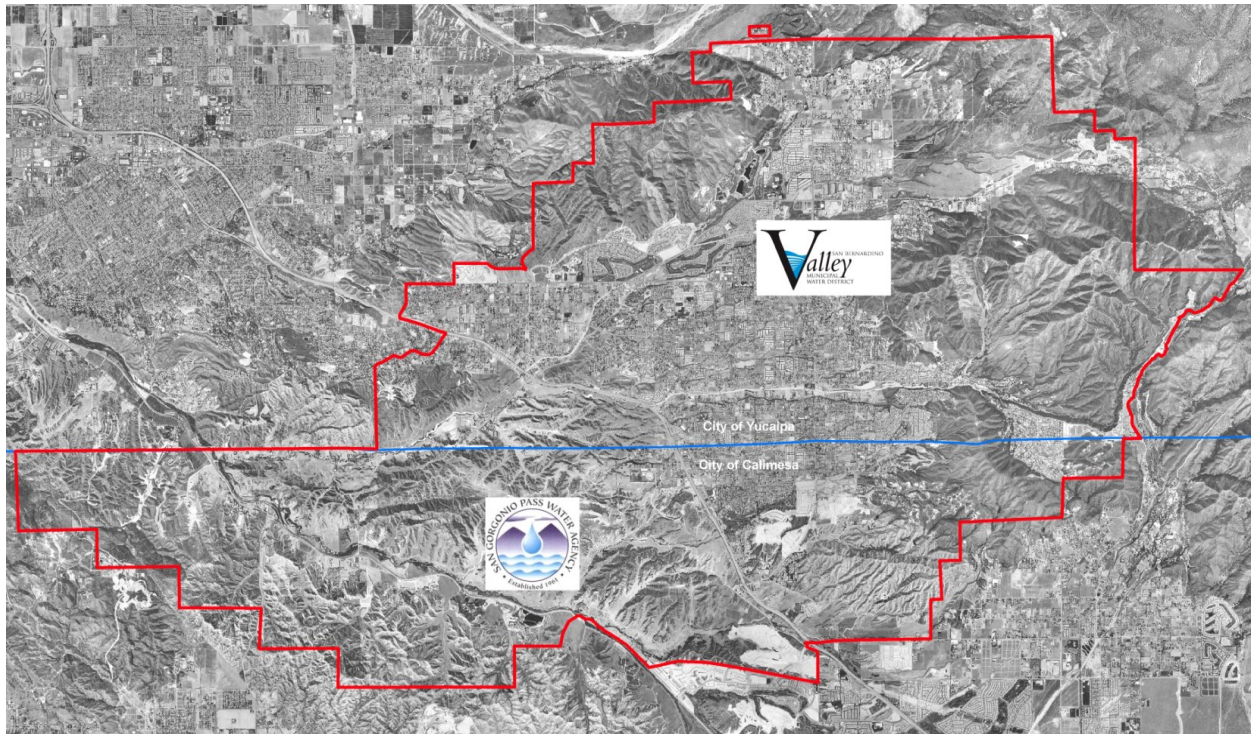
**Subject:** Consideration of Purchasing 8,000 Acre Feet of Imported Water from the San Bernardino Valley Municipal Water District and 900 Acre Feet of Imported Water from the San Gorgonio Pass Water Agency for Direct Delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2021

**Recommendation:** That the Board authorize (1) the purchase of 8,000 acre-feet from the San Bernardino Valley Municipal Water District for a sum not to exceed \$1,006,400; and (2) the purchase of 900 acre-feet from the San Gorgonio Pass Water Agency for a sum not to exceed \$359,100.

On November 18, 2002, the San Bernardino Valley Municipal Water District adopted Resolution No. 888 which describes the rules, regulations, and rates for the sale and delivery of supplemental water. The adopted water rates consist of a \$108/AF energy charge and a \$40/AF conveyance charge for a total base price of \$148/AF. The following chart illustrates the discounts and surcharges that apply to water purchases.

	Criteria	Payment Method	Discount / Surcharge	Water Rate
Tier I Plan Ahead	Water ordered prior to December 31 <sup>st</sup> for delivery in the following calendar year.	Option 1 - Payment for 1/12 <sup>th</sup> of the water ordered due at the end of each month for the base price.	0% Discount of base water rate	\$148/AF
		Option 2 - Payment in full by January 31 <sup>st</sup> for discounted rate.	15% Discount of base water rate	\$125.80/AF
Tier II Seasonal Storage	Water ordered for groundwater recharge prior to December 31 <sup>st</sup> for delivery during January through May of the following year.	Option 1 - Payment for 1/5 <sup>th</sup> of the water is due at the end of each Tier II month for the base price.	0% Discount of base water rate	\$148/AF
		Option 2 - Payment in full by January 31 <sup>st</sup> for discounted rate.	20% Discount of base water rate	\$118.40/AF
Tier III Spot Market Purchase	Water ordered at any time during the calendar year for delivery in the same calendar year.	Payment method pursuant to Section 4.07 of the Rules and Regulations.	25% Surcharge of base water rate	\$185/AF
Outside Water Rates	Water purchased from SBVMWD for use outside of the boundary of SBVMWD.	Payment method pursuant to Section 4.07 of the Rules and Regulations. Rate based on DWR Bulletin 132 Appendix B.	--	\$378.89/AF

While SBVMWD offers very favorable imported water rates, there is no guarantee to receive the imported water that is ordered and paid for at the beginning of the calendar year. It is possible that operational issues with the State Water Project and/or lack of rainfall in northern California can result in less water being delivered than paid for by the Yucaipa Valley Water District.



#### *Anticipated Water Delivery for 2022 - San Bernardino Valley Municipal Water District*

In 2021, the District ordered 6,000 acre feet of imported water from the San Bernardino Valley Municipal Water District. This year the District staff recommends the purchase of 8,000 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2022. At the current rate of \$125.80 per acre foot, the total cost of the imported water from the San Bernardino Valley Municipal Water District will be \$1,006,400 [GL Account #02-10315]. Payment is due in full by January 31, 2020.

#### *Anticipated Water Delivery for 2022 - San Gorgonio Pass Water Agency*

As a result of current and anticipated growth in the City of Calimesa, the District staff recommends the purchase of 900 acre-feet for direct delivery to the Yucaipa Valley Regional Water Filtration Facility for Calendar Year 2022. At the current rate of \$399 per acre foot, the total cost of the imported water from the San Gorgonio Pass Water Agency will be \$359,100 [GL Account #02-10316]. Payment will be made to the San Gorgonio Pass Water Agency based on the amount of water actually delivered throughout the calendar year.

#### *Changing Conditions and Uncertainty*

The proposed water order identified above is a projection representing the maximum quantity expected based on current demands and a variety of other issues. If additional imported water is needed or made available, a separate recommendation will be presented for your consideration.



# Board Reports and Comments



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  
72 full time employees

**FY 2021-22 Operating Budget:** Water Division - \$17,274,066  
Sewer Division - \$13,136,249  
Recycled Water Division - \$1,357,175

**Number of Services:** 14,440 drinking water connections serving 19,355 units  
14,363 sewer connections serving 21,429 units  
695 recycled water connections serving 845 units

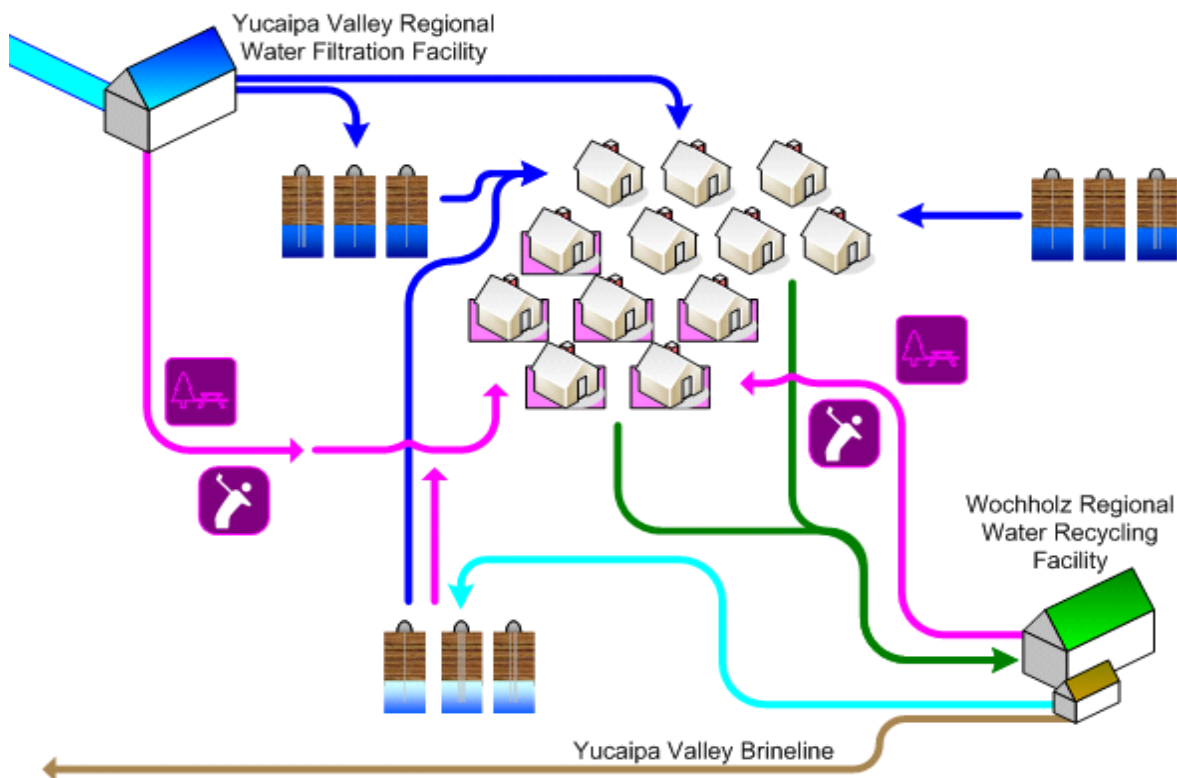
**Water System:** 236 miles of drinking water pipelines  
2,134 fire hydrants  
27 reservoirs - 34 million gallons of storage capacity  
18 pressure zones  
3.376 billion gallon annual drinking water demand  
Two water filtration facilities:  
- 1 mgd at Oak Glen Surface Water Filtration Facility  
- 12 mgd at Yucaipa Valley Regional Water Filtration Facility

**Sewer System:** 8.0 million gallon treatment capacity - current flow at 4.0 mgd  
223 miles of sewer mainlines  
4,643 sewer manholes  
7 sewer lift stations  
1.46 billion gallons of recycled water produced per year

**Recycled Water:** 32 miles of recycled water pipelines  
5 reservoirs - 12 million gallons of storage  
0.623 billion gallon annual recycled water demand

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

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



**Typical Rates, Fees and Charges:**

- Drinking Water Commodity Charge:
 

1,000 gallons to 15,000 gallons	\$1.626 per each 1,000 gallons
16,000 gallons to 60,000 gallons	\$2.419 per each 1,000 gallons
61,000 gallons to 100,000 gallons	\$2.508 per each 1,000 gallons
101,000 gallons or more	\$2.708 per each 1,000 gallons
  
- Recycled Water Commodity Charge:
 

1,000 gallons or more	\$1.795 per each 1,000 gallons
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- Water Meter Service Charge (Drinking Water or Recycled Water):
 

5/8" x 3/4" Water Meter	\$16.50 per month
1" Water Meter	\$27.56 per month
1-1/2" Water Meter	\$54.95 per month
  
- Sewer Collection and Treatment Charge:
 

Typical Residential Charge	\$44.52 per month
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**State Water Contractors:** San Bernardino Valley Municipal Water District  
San Gorgonio Pass Water Agency



	San Bernardino Valley Municipal Water District	San Gorgonio Pass Water Agency
Service Area Size	353 square miles	222 square miles
Table "A" Water Entitlement	102,600 acre feet	17,300 acre feet
Imported Water Rate	\$125.80 / acre foot	\$399 / acre foot
Tax Rates for FY 2020-21	\$0.1300 per \$100	\$0.1750 per \$100
Number of Board Members	Five (5)	Seven (7)
Operating Budget FY 2021-22	\$52,506,150	\$14,019,000

**Imported Water Charges (Pass-through State Water Project Charge)**

- San Bernardino Valley Municipal Water District - Customers in San Bernardino County or City of Yucaipa pay a pass-through amount of \$0.270 per 1,000 gallons.
- San Gorgonio Pass Water Agency - Customers in Riverside County or City of Calimesa pay a pass-through amount of \$0.660 per 1,000 gallons. A rate change of up to \$0.857 per 1,000 gallons is pending future consideration by YVWD.





## 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 wastewater 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 wastewater treatment process. This high-quality product can be recycled as a soil amendment on farmland or further processed as an earth-like product for commercial and home gardens to improve and maintain fertile soil and stimulate plant growth.

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

**Certificate of Participation (COP)** – A type of financing where an investor purchases a share of the lease revenues of a program rather than the bond being secured by those revenues.

**Coliform Bacteria** - A group of bacteria found in the intestines of humans and other animals, but also occasionally found elsewhere used as indicators of sewage pollution. E. coli are the most common bacteria in wastewater.

**Collections System** - In wastewater, it is the system of typically underground pipes that receive and convey sanitary wastewater or storm water.

**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.

**Contaminants of Potential Concern (CPC)** - Pharmaceuticals, hormones, and other organic wastewater contaminants.

**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.

**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.

**Levels of Service (LOS)** - Goals to support environmental and public expectations for performance.

**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.

**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.

**Santa Ana River Interceptor (SARI) Line** - A regional brine line designed to convey 30 million gallons per day (MGD) of non-reclaimable wastewater from the upper Santa Ana River basin to Orange County Sanitation District for treatment, use and/or disposal.

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

**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 wastewater.

**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.

**South Coast Air Quality Management District (SCAQMD)** - Regional regulatory agency that develops plans and regulations designed to achieve public health standards by reducing emissions from business and industry.

**Special district** - A form of local government created by a local community to meet a specific need. Yucaipa Valley Water District is a County Water District formed pursuant to Section 30000 of the California Water Code

**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.

**Surface Water** - Water found in lakes, streams, rivers, oceans, or reservoirs behind dams. In addition to using groundwater, Yucaipa Valley Water District receives surface water from the Oak Glen area.

**Sustainable Groundwater Management Act (SGMA)** - Pursuant to legislation signed by Governor Jerry Brown in 2014, the Sustainable Groundwater Management Act requires water agencies to manage groundwater extractions to not cause undesirable results from over production.

**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 wastewater as it trickles over them.

**Underground Service Alert (USA)** - A free service (<https://www.digalert.org>) 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 carry 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.

**Water Pressure** - Water pressure is created by the weight and elevation of water and/or generated by pumps that deliver water to customers.

**Water Service Line** - A water service line is used to deliver water from the Yucaipa Valley Water District's mainline distribution system.

**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.

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

**Water-Wise House Call** - a service which provides a custom evaluation of a customer's indoor and outdoor water use and landscape watering requirements.

**Well** - a hole drilled into the ground to tap an underground aquifer.

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

**WIFIA** - Water Infrastructure Finance and Innovation Act. The WIFIA program administered by the Environmental Protection Agency accelerates investment in our nation's water infrastructure by providing long-term, low-cost supplemental loans for regionally and nationally significant projects.







## 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
SGMA	Sustainable Groundwater Management Act
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
WIFIA	Water Infrastructure Finance and Innovation Act
YVWD	Yucaipa Valley Water District