REGULAR BOARD MEETING
VIA TELECONFERENCE
April 8, 2020 - 5:30 PM

In accordance with Governor Newsom's Executive Order N-25-20 and N-29-20, this meeting is being conducted via teleconference.

Anyone wishing to join the WebEx meeting should:

dial 1-510-338-9438 and enter access code: 622 546 976##

AGENDA

"In order to comply with legal requirements for posting of agenda, only those items filed with the District Clerk by 12:00 p.m. on Wednesday prior to the following Wednesday meeting not requiring departmental investigation, will be considered by the Board of Directors".

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL OF BOARD MEMBERS

PUBLIC COMMENTS

Any person wishing to speak to the Board of Directors is asked to complete a Speaker Card and submit it to the District Clerk prior to the start of the meeting. Each speaker is limited to three (3) minutes, unless waived by the Chairman of the Board. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. The matter will automatically be referred to staff for an appropriate response or action and may appear on the agenda at a future meeting.

AGENDA - This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the following agenda unless the Board of Directors makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the District subsequent to the posting of the agenda.

1. Approval of Agenda
2. APPROVAL OF CONSENT CALENDAR
All matters listed under the Consent Calendar are considered by the Board of Directors to be routine and will be enacted in one motion. There will be no discussion of these items prior to the time the board considers the motion unless members of the board, the administrative staff, or the public request specific items to be discussed and/or removed from the Consent Calendar.

a. Approve Directors' fees and expenses for March 2020

**DISCUSSION AND POSSIBLE ACTION ITEMS**

3. Consider Special District Member Representative for the Local Agency Formation Commission of San Bernardino County (LAFCO) Elections

4. Consider Master Services Contracts for Land Surveying Support Services

5. Consider adoption of Resolution 2020.07 - Designation of Applicant's Agent Resolution for Non-State Agencies

**REPORTS**

6. Board of Directors' Reports

7. General Manager/CEO Report

8. Legal Counsel Report

9. Board of Directors' Comments

**ADJOURN**

PLEASE NOTE:
Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 31111 Greenspot Rd., Highland, during normal business hours. Also, such documents are available on the District's website at www.eastvalley.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, that is sought in order to participate in the above-agendized public meeting should be directed to the District Clerk at (909) 885-4900 at least 72 hours prior to said meeting.
To:        Governing Board Members
From:      General Manager/CEO

Subject:  Approve Directors' fees and expenses for March 2020

RECOMMENDATION:

Staff recommends that the Board approve the Governing Board Members' Fees and Expenses for March 2020.

BACKGROUND / ANALYSIS:

The Board has instructed staff to list all director fees and expenses as a separate agenda item to show full fiscal transparency. Only after Board review and approval will the compensation and expenses be paid.

AGENCY GOALS AND OBJECTIVES:

Goal and Objectives II - Maintain a Commitment to Sustainability, Transparency, and Accountability

a) Practice Transparent and Accountable Fiscal Management

REVIEW BY OTHERS:

This agenda item has been reviewed by the Administration department.

FISCAL IMPACT

The fiscal impact associated with this agenda item is $4,785.35 which is included in the current fiscal budget.

Recommended by: Respectfully submitted:

John Mura Justine Hendricksen
General Manager/CEO District Clerk
<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Directors' Expense Reports March 2020</td>
<td>Backup Material</td>
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</table>
**EAST VALLEY WATER DISTRICT**

**LEADERSHIP • PARTNERSHIP • STEWARDSHIP**

**DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET**

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Meeting / Event Description</th>
<th>Mileage</th>
<th>Meeting Stipend</th>
<th>Report Provided</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3 04</td>
<td>City of San Bernardino Council Meeting</td>
<td></td>
<td>175</td>
<td>☑</td>
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<tr>
<td>2</td>
<td>3 11</td>
<td>SB Co. Water Conference Committee--No charge</td>
<td>0</td>
<td>☑</td>
<td>☑</td>
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<tr>
<td>3</td>
<td>3 11</td>
<td>Regular Board Meeting</td>
<td>175</td>
<td>☑</td>
<td>☑</td>
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<tr>
<td>4</td>
<td>3 24</td>
<td>Meeting with General Manager/CEO or Designee</td>
<td>175</td>
<td>☑</td>
<td>☑</td>
</tr>
<tr>
<td>5</td>
<td>3 25</td>
<td>Regular Board Meeting</td>
<td>175</td>
<td>☑</td>
<td>☑</td>
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<tr>
<td>6</td>
<td>3 26</td>
<td>Radio interview The Water Zone NBC News</td>
<td>175</td>
<td>☑</td>
<td>☑</td>
</tr>
</tbody>
</table>

Subtotal Meetings' Stipend: (5) Meetings × $175 = $875.00

| Mileage | $0.00 \( \times 0.575/\text{mi} \) | $0.00 |

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Expense Type</th>
<th>Miscellaneous Reimbursement Description</th>
<th>Reimbursement</th>
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</table>

Subtotal: $0.00

**TOTAL PAYMENT**: $875.00

I certify that the above is correct and accurate to the best of my knowledge.

**Date of Approval**

Chris Carrillo

Administration Signature
As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's

1 Meeting Date: 3/4/2020  
Event Description: City of San Bernardino Council Meeting  
Brief Description of Meeting/Event Value to EVWD  
Watch SB City Council meeting.

2 Meeting Date: 3/11/2020  
Event Description: SB Co. Water Conference Committee—No charge  
Brief Description of Meeting/Event Value to EVWD  
Participated in San Bernardino County Water Conference Planning Committee meeting.

3 Meeting Date: 3/11/2020  
Event Description: Regular Board Meeting  
Brief Description of Meeting/Event Value to EVWD  
Attended regular board meeting.

4 Meeting Date: 3/24/2020  
Event Description: Meeting with General Manager/CEO or Designee  
Brief Description of Meeting/Event Value to EVWD  
Met with CEO Mura to discuss district business and agenda review.

5 Meeting Date: 3/25/2020  
Event Description: Regular Board Meeting  
Brief Description of Meeting/Event Value to EVWD  
Attended regular board meeting.

2
As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Event Description</th>
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</thead>
<tbody>
<tr>
<td>3 26 / 2020</td>
<td>Radio interview The Water Zone NBC News</td>
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<tr>
<td></td>
<td>Interviewed with Rob Starr on NBC News radio show The Water Zone and discussed district operations, COVID-19 response.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td></td>
<td>Attended regular board meeting.</td>
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</table>

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td></td>
<td>Attended SNRC milestone luncheon.</td>
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<tr>
<th>Meeting Date</th>
<th>Event Description</th>
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3
## DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET

### Name:
Ronald L. Coats

### Month / Year:
March / 2020

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Meeting / Event Description</th>
<th>Mileage</th>
<th>Meeting Stipend</th>
<th>Report Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 / 04</td>
<td>San Bernardino Valley MWD</td>
<td></td>
<td>175</td>
<td>✓</td>
</tr>
<tr>
<td>2</td>
<td>3 / 11</td>
<td>Regular Board Meeting</td>
<td></td>
<td>175</td>
<td>✓</td>
</tr>
<tr>
<td>3</td>
<td>3 / 13</td>
<td>Tank 39 Work Progress Observation</td>
<td></td>
<td>175</td>
<td>✓</td>
</tr>
<tr>
<td>4</td>
<td>3 / 17</td>
<td>San Bernardino Valley MWD</td>
<td></td>
<td>175</td>
<td>✓</td>
</tr>
<tr>
<td>5</td>
<td>3 / 25</td>
<td>Regular Board Meeting</td>
<td></td>
<td>175</td>
<td>✓</td>
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</tbody>
</table>

### Subtotal Meetings' Stipend:

(5) Meetings: $875.00

### Mileage:

0.00 x 0.575/mi = $0.00

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Expense Type</th>
<th>Miscellaneous Reimbursement Description</th>
<th>Reimbursement</th>
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<tbody>
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</tbody>
</table>

### Subtotal:

$0.00

### TOTAL PAYMENT:

$875.00

I certify that the above is correct and accurate to the best of my knowledge.

Date of Approval

Ronald L. Coats

Administration Signature
**DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET**  
**AB 1234 SUPPLEMENTAL REPORT FORM**

<table>
<thead>
<tr>
<th>Name: Ronald L. Coats</th>
<th>Month / Year: March / 2020</th>
</tr>
</thead>
</table>

As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's

<table>
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<tr>
<th>Meeting Date:</th>
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<th>Brief Description of Meeting/Event Value to EVWD</th>
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</thead>
<tbody>
<tr>
<td>3 / 4 / 2020</td>
<td>San Bernardino Valley MWD</td>
<td>They approved a Bay-Delta tour in the month of June that will be a deeper look into the Delta and its significance with regards to Valley's State Water Supply. This tour is different than the one several of our board members took last year and may be offered in the future to other retailers in Valley's service area.</td>
</tr>
<tr>
<td>3 / 11 / 2020</td>
<td>Regular Board Meeting</td>
<td>See official board meeting minutes</td>
</tr>
<tr>
<td>3 / 13 / 2020</td>
<td>Tank 39 Work Progress Observation</td>
<td>Met with Rocky to observe the progress on the Tank 39 rehab project. Just standing inside a million gallon tank is daunting and see how much work it is to rehab a tank. So much time, equipment and people involved. They are making great progress to date.</td>
</tr>
<tr>
<td>3 / 17 / 2020</td>
<td>San Bernardino Valley MWD</td>
<td>This meeting was their first meeting where the board and the public could, if they desired, call into the meeting and tele-conference. They adopted resolution number 1100 establishing rules and procedures for compensation of directors and for reimbursement of directors and staff.</td>
</tr>
<tr>
<td>3 / 25 / 2020</td>
<td>Regular Board Meeting</td>
<td>See official board meeting minutes</td>
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</tbody>
</table>
# EAST VALLEY WATER DISTRICT

**LEADERSHIP • PARTNERSHIP • STEWARDSHIP**

**DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET**

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<tbody>
<tr>
<td>1</td>
<td>3 02</td>
<td>EVWD Event</td>
<td></td>
<td>175</td>
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<tr>
<td>2</td>
<td>3 05</td>
<td>Agenda Review</td>
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<td>175</td>
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<tr>
<td>3</td>
<td>3 05</td>
<td>Meeting with Evaluation Consultant</td>
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<td>3 11</td>
<td>Regular Board Meeting</td>
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<td>3 19</td>
<td>Agenda Review</td>
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<td>6</td>
<td>3/25</td>
<td>Regular Board Meeting</td>
<td></td>
<td>175</td>
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<tr>
<td>7</td>
<td>3 27</td>
<td>Meeting with General Manager/CEO or Designee</td>
<td>0</td>
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**Subtotal Meetings’ Stipend**

<table>
<thead>
<tr>
<th>Meetings</th>
<th>$875.00</th>
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<table>
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<tr>
<th>Mileage</th>
<th>$0.00</th>
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**Subtotal**

| $0.00  |

**TOTAL PAYMENT**

| $875.00 |

I certify that the above is correct and accurate to the best of my knowledge.

______

Date of Approval

Phillip R. Goodrich

Administration Signature
As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's

<table>
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<th>Brief Description of Meeting/Event Value to EVWD</th>
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<tbody>
<tr>
<td>3 2 / 2020</td>
<td>EVWD Event</td>
<td>Attend Legislative day long update session with staff and CEO at the State Capitol</td>
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<tr>
<td>3 5 / 2020</td>
<td>Agenda Review</td>
<td>Agenda review with CEO and Chairman, update of District Affairs</td>
</tr>
<tr>
<td>3 5 / 2020</td>
<td>Meeting with Evaluation Consultant</td>
<td>Attend CEO contract negotiation with consultant and Chairman</td>
</tr>
<tr>
<td>3 11 / 2020</td>
<td>Regular Board Meeting</td>
<td>Attend regular board meeting</td>
</tr>
<tr>
<td>3 19 / 2020</td>
<td>Agenda Review</td>
<td>Agenda review district updates</td>
</tr>
</tbody>
</table>
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<tr>
<td>3/25/2020</td>
<td>Regular Board Meeting</td>
<td>Attend regular board meeting</td>
</tr>
<tr>
<td>3/27/2020</td>
<td>Meeting with General Manager/CEO or Designee</td>
<td>Quick meeting with CEO and chairman, Briefed on potential future district strategies</td>
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# EAST VALLEY WATER DISTRICT
**Leadership • Partnership • Stewardship**

**DIRECTOR EXPENSE / REIMBURSEMENT ACTIVITY SHEET**

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<th>Report Provided</th>
<th>Written</th>
<th>Oral</th>
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<tbody>
<tr>
<td>1</td>
<td>6</td>
<td>ACWA Reion 9</td>
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<td>175</td>
<td>✅</td>
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<td>✅</td>
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<tr>
<td>2</td>
<td>10</td>
<td>San Bernardino Board of Water Commissioners</td>
<td></td>
<td>175</td>
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<tr>
<td>3</td>
<td>11</td>
<td>Regular Board Meeting</td>
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<td>✅</td>
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<tr>
<td>4</td>
<td>13</td>
<td>East Valley Association of Realtors</td>
<td></td>
<td>175</td>
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<tr>
<td>5</td>
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<td>ACWA Reion 9</td>
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<td>Regular Board Meeting</td>
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<td>7</td>
<td>30</td>
<td>ACWA</td>
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<td>175</td>
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Subtotal Meetings' Stipend: (7) Meetings x $175 = $1,225.00

Mileage: 0.00 x $0.575/mi = $0.00

<table>
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<tr>
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<th>Reimbursement</th>
</tr>
</thead>
</table>

Subtotal: $0.00

**TOTAL PAYMENT** $1,225.00

I certify that the above is correct and accurate to the best of my knowledge.

**Date of Approval**

______________________________  ______________________________
James Morales, Jr. Administration Signature
As part of the District’s commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director’s

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Event Description</th>
<th>Brief Description of Meeting/Event Value to EVWD</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 / 2020</td>
<td>ACWA Region 9</td>
<td>Tele conference meeting, regional and statewide education programming.</td>
</tr>
<tr>
<td>10 / 2020</td>
<td>San Bernardino Board of Water Commissioners</td>
<td>Board report assignment. Please refer to public agenda.</td>
</tr>
<tr>
<td>11 / 2020</td>
<td>Regular Board Meeting</td>
<td>Please refer to public agenda.</td>
</tr>
<tr>
<td>16 / 2020</td>
<td>ACWA Region 9</td>
<td>Tele conference meeting, regional and statewide education programming.</td>
</tr>
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</table>
As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's

6 Meeting Date: 25 / 2020  
Event Description: Regular Board Meeting  
Brief Description of Meeting/Event Value to EVWD  
Please refer to public agenda.

7 Meeting Date: 30 / 2020  
Event Description: ACWA  
Brief Description of Meeting/Event Value to EVWD  
Webinar for public officials COVID-19.

8 Meeting Date: 
Event Description: 
Brief Description of Meeting/Event Value to EVWD  
Annual employee evaluation.

9 Meeting Date: 
Event Description: 
Brief Description of Meeting/Event Value to EVWD  
Pathway program official dedication in conjunction with SNRC and various local schools.

10 Meeting Date: 
Event Description: 
Brief Description of Meeting/Event Value to EVWD  
Please refer to public agenda.
# EAST VALLEY WATER DISTRICT

LEADERSHIP • PARTNERSHIP • STEWARDSHIP

DIRECTOR EXPENSE / REIMBURSEMENT
ACTIVITY SHEET

Name: David E. Smith  
Month / Year: March  /  2020

<table>
<thead>
<tr>
<th>No.</th>
<th>Date</th>
<th>Meeting / Event Description</th>
<th>Mileage</th>
<th>Meeting Stipend</th>
<th>Report Provided</th>
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<td>2</td>
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<tr>
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<td>Agenda Review</td>
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<td>175</td>
<td></td>
<td>2</td>
<td></td>
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<tr>
<td>8</td>
<td>3 / 25</td>
<td>Regular Board Meeting</td>
<td></td>
<td>175</td>
<td></td>
<td>2</td>
<td></td>
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<tr>
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<td>Meeting with General Manager/CEO or Designee</td>
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<td>2</td>
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Subtotal Meetings' Stipend: (5) Meetings $875.00

| Mileage | 58.00 X 0.575/ml | $33.35 |

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</table>

Subtotal $27.00

TOTAL PAYMENT $935.35

I certify that the above is correct and accurate to the best of my knowledge.

Date of Approval

David E. Smith

Administration Signature
As part of the District's commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director's Expense Sheet is

1. Meeting Date: 3/2/2020  
   Event Description: State Legislature Meetings  
   Brief Description of Meeting/Event Value to EVWD  
   Sterling Natural Resource Center updates to our State Legislator's.

2. Meeting Date: 3/2/2020  
   Event Description: Meeting with General Manager/CEO or Designee  
   Brief Description of Meeting/Event Value to EVWD  
   Reviewed GM 2020 District-wide goals, DRAFT.

3. Meeting Date: 3/5/2020  
   Event Description: Meeting with General Manager/CEO or Designee  
   Brief Description of Meeting/Event Value to EVWD  
   Met with Bill Kelly to discuss GM draft goals.

4. Meeting Date: 3/5/2020  
   Event Description: Agenda Review  
   Brief Description of Meeting/Event Value to EVWD  
   Agenda Review with Vice-Chair Goodrich, and GM Mura.

5. Meeting Date: 3/6/2020  
   Event Description: Meeting with General Manager/CEO or Designee  
   Brief Description of Meeting/Event Value to EVWD  
   Tourd Plant 39 reclamation project with Jeff Noelte.
As part of the District’s commitment to transparency, please provide a brief description of any meeting/event(s) that you will not be providing a report during the Board meeting at which your Director’s Expense Sheet is

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>6 3/11/2020</td>
<td>Regular Board Meeting</td>
<td></td>
</tr>
<tr>
<td>7 3/19/2020</td>
<td>Agenda Review</td>
<td>Agenda Review with Vice-Chair Goodrich, and GM Mura.</td>
</tr>
<tr>
<td>8 3/25/2020</td>
<td>Regular Board Meeting</td>
<td></td>
</tr>
<tr>
<td>9 3/27/2020</td>
<td>Meeting with General Manager/CEO or Designee</td>
<td>Met with GM Mura and Vice Chair Goodrich. More updates on current State and Federal guidelines on COVID-19 related issues.</td>
</tr>
</tbody>
</table>
To: Governing Board Members
From: General Manager/CEO
Subject: Consider Special District Member Representative for the Local Agency Formation Commission of San Bernardino County (LAFCO) Elections

RECOMMENDATION:

Staff recommends that the Board of Directors select a Special District member representative for the 2020 LAFCO of San Bernardino County elections.

BACKGROUND / ANALYSIS:

The Local Agency Formation Commission (LAFCO) of San Bernardino County is responsible for implementing the legislative direction and policies embodied in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 in a manner that provides for an orderly and efficient growth pattern that reconciles the varied needs of San Bernardino County, promotes the Countywide Vision Statement, is in keeping with the provisions of the California Environmental Quality Act, and addresses the parameters of the principle acts for Cities and Special Districts.

The San Bernardino LAFCO is composed of seven voting members, with four alternate members who vote only in the absence or abstention of a voting member. The seven members and their alternates represent all levels of local government. Two members are elected county supervisors and are selected by the Board of Supervisors. Two members are elected city council members and are selected by the mayors of the twenty-four cities within San Bernardino County. Two members are elected members of a special district board of directors and are selected by the presidents of the fifty-one independent special districts in San Bernardino County. These six elected officials select a public member who is not affiliated with county, city, or special district governments. Alternate members for the county, city, special district, and public categories are selected in the same manner. Each commissioner and alternate serves a four-year term.

The 2020 ballot for the regular special district member of the Local Agency Formation Commission includes Kimberly Cox, incumbent of the Mojave Water Agency, and T. Milford Harrison of the San Bernardino Valley Municipal Water District. Based on the District's Vision and commitment to Leadership, Partnership, and Stewardship, staff recommends that the Board select a special district member for the 2020 LAFCO election.

AGENCY GOALS AND OBJECTIVES:

Goal and Objectives I - Implement Effective Solutions Through Visionary Leadership
c) Strengthen Regional, State and National Partnerships

**FISCAL IMPACT**

There is no fiscal impact associated with this agenda item.

**ATTACHMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>LAFCO Election Backup</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
March 20, 2020

TO: Presidents of the Boards of Directors of the Independent Special Districts in San Bernardino County

SUBJECT: NOTIFICATION OF SPECIAL DISTRICT ELECTION FOR REGULAR LAFCO SPECIAL DISTRICT MEMBER

During the nomination period, LAFCO has received nominations for two candidates for the position of Regular Special District member. Therefore, the official voting process as defined in Government Code Section 56332 for the Regular Special District Member of the Local Agency Formation Commission shall commence. Attached to this letter is the ballot for the selection of this position. Pursuant to the provisions of Government Code Section 56332, the voting period will commence as of March 24, 2020 and end on April 27, 2020 at the close of business. The voting instructions for this selection are as follows:

1. Each District may vote for one candidate. The vote shall be cast as directed by the Board of Directors of the District through consideration at a Board Hearing and a roll call vote. The existing policy of the Selection Committee is that LAFCO commission members should represent districts located in the Valley, Mountain and Desert regions. Inasmuch as possible, they should represent different types of special districts. A copy of the information provided by each of the candidates is included for your information.

2. The signed original ballot, with the name of each voting Board Member outlined, must be received in the LAFCO Office by 5:30 p.m. on April 27, 2020. If a faxed copy of the ballot is provided by the April 29 deadline, the original signed copy must be received by 5:30 p.m. on May 4, or the ballot will be declared invalid.

3. Twenty-six (26) ballots are required to be received to establish a quorum for selection of the Regular Special District position.
The completed ballot is to be mailed to:

Samuel Martinez, Executive Officer
Local Agency Formation Commission
1170 West Third Street, Unit 150
San Bernardino, CA 92415-0490

If you are faxing a copy of the ballot, the LAFCO fax number is (909) 388-0481. As outlined in Item #2 above, if the ballot is faxed to the LAFCO office, the original signed copy of the ballot will need to be mailed or delivered to the above address and received by 5:30 p.m. on May 4, 2020 to be considered in the election process.

Please let me know if you have any questions concerning this selection process. You may contact me at the address listed above, by e-mail at smartinez@lafco.sbccounty.gov, or by phone at (909) 388-0480.

Sincerely,

[Signature]

SAMUEL MARTINEZ
Executive Officer

SM/lj

Enclosures
BALLOT

REGULAR SPECIAL DISTRICT MEMBER
OF THE LOCAL AGENCY FORMATION COMMISSION
FOR SAN BERNARDINO COUNTY

The ____________________________
(Name of District)

hereby votes for the marked candidate as indicated below:

REGULAR SPECIAL DISTRICT MEMBER OF LAFCO:

__________ KIMBERLY COX (Incumbent -- Member of the Board of
Directors of the Mojave Water Agency)

__________ T. MILFORD HARRISON (Member of the Board of
Directors of San Bernardino Valley Municipal Water District)

I, ____________________________, do hereby certify that at its scheduled meeting
of __________________________, the Board of Directors voted to elect the above-marked
candidate as the Regular Special District Member of the Local Agency Formation
Commission for San Bernardino County, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____________________________________
District President/Authorized Board Member

Dated: _____________________________
March 3, 2020

San Bernardino County Special Districts

Dear Special District Agency Representatives,

Thank you for the privilege of reaching out to you with regard to our Special Districts’ representation on the Local Agency Formation Commission (LAFCO). I have received the support of my San Bernardino Valley Municipal Water District (Valley District) Board, to submit my name for your consideration for appointment as Regular Member representing Special Districts on the LAFCO Commission.

LAFCO has a direct impact upon each of our Special Districts as well as other forms of local government. Issues are presented and actions taken which can significantly affect the operations, entitlements and futures of our Districts. Fortunately, Special Districts have the privilege of appointing two of our members to represent us on the Commission and protect our interests.

In addition to my Valley District position I have for the last four years been a Member of our Association of San Bernardino County Special Districts Board (ASBCSD) representing the San Bernardino Valley Water Conservation District and for the last year, Valley District. During this period several of us on the ASBCSD Board have had a growing frustration as to why we receive so few reports from our two LAFCO Special District Commissioners, as to what is occurring each month at LAFCO and how it may affect any or all of our Special Districts.

It is my opinion, and that of a number of other Special District members who have approached me regarding this concern, that our Special District LAFCO representatives should attend each of our Special District monthly membership meetings and report as to what has occurred or is being proposed at LAFCO which may affect any or all of our Districts. In addition, we feel that our representative should reach out to any Special Districts who are directly affected by any LAFCO agenda items. We feel they should also be soliciting the advice of our Members as to what positions the Association recommends on upcoming relevant agenda issues.

I have an extensive background in local government and have been directly involved in several issues upon which LAFCO decisions were critical. My experience includes City, County, regional and Special District positions in the last twenty plus years. I served as a Councilmember and Mayor for the City of Loma Linda, as Executive Director for San Bernardino International Airport and as Chief of Staff for two County Supervisors. My education includes a JD degree from California Southern Law School. I thoroughly enjoy serving on a Special District Board, with our ASBCSD Association and with our State Organization, CSDA, where I serve on the Legislative Committee, as well as Election and By-Laws.

Board of Directors and Officers

JUNE HAYES
Division 1

GIL NAVARRO
Division 2

SUSAN LONGVILLE
Division 3

T. MILFORD HARRISON
Division 4

PAUL R. KIELHOLD
Division 5

HEATHER DYER
General Manager
If I am selected by our Association to serve on the LAFCO Commission, I pledge to keep Special Districts informed of LAFCO agendas and initiatives and to represent you to the best of my ability. I will solicit your input on matters affecting any of our individual members and those affecting all Districts.

All of my contact information is listed below and I solicit any advice or input you might provide. I would appreciate your consideration in voting for my appointment to the LAFCO Commission.

Sincerely yours,

T. Milford Harrison, Board President, San Bernardino Valley Municipal Water District

Cell: 909-645-1731; Email: milfordharrison@aol.com;
Personal Mail Address: P.O. Box 966, Linda, CA 92354
March 18, 2020

Dear Special District Member:

I have been honored to represent Special Districts as the Regular Member on the San Bernardino County Local Agency Formation Commission (LAFCO) for over 15 years. This is a unique area of service and it is important that special districts have a knowledgeable seat at the table. For that reason, I would respectfully request your support to continue representing you on LAFCO.

My background includes more than 15 years as an elected official on the Mojave Water Agency, more than 20 years of experience working in local government. As the General Manager of a Community Services District (CSD) that provides water, wastewater and park and recreation services, I have extensive knowledge regarding issues faced by special districts throughout the County. Attached to this letter is a copy of my resume. I have dedicated my life to public service, and it is my hope that you believe I have fairly represented you at LAFCO.

Please feel free to contact me at 760-217-2221 should you have any questions regarding this letter of interest and my desire to continue to represent both large and small special districts on the Local Agency Formation Commission for San Bernardino County.

Thank you for your consideration.

Kind regards,

Kimberly Cox, DPA
Treasurer/Board Member
Mojave Water Agency
EDUCATION
- Doctorate, Public Administration, California Baptist University – 2019
- Masters, Public Administration, Cal State San Bernardino – 2004
- Bachelor of Science, Business Administration, University of Phoenix – 1999

PUBLIC SERVICE

MOJAVE WATER AGENCY
November 2003 – Present
First elected in 2003. Served in numerous board positions including president, vice-president, Watermaster chair and vice-chair.

LOCAL AGENCY FORMATION COMMISSION (LAFCO)
April 2004 – Present
Appointed to LAFCO by special districts within San Bernardino County.

LAHONTAN REGIONAL WATER QUALITY CONTROL BOARD
September 2013 – Present
Received three appointments from Governor Jerry Brown (2013, 2014, 2018)

MEMBERSHIPS/ACTIVITIES
- California Special Districts Association (CSDA) – Current Member
  Participates in expert working groups including Human Resources; LAFCO; Administration; Legislation
- American Public Works Association – Current Member
- Association of California Water Agencies – Current Member
- American Water Works Association – Current Member
- California Parks and Recreation Society – Current Member
- International City/County Management Association – Current Member
- American Society of Public Public Administration – Current Member
- Integrated Waste Management Board (2010-2013, 2016-present) – Special District Representative
- Zone 4 Flood Commission, Director (2010-2013)
- Measure I Renewal Task Force (2005)
WORK EXPERIENCE

GENERAL MANAGER/HELENDALE COMMUNITY SERVICES DISTRICT
February 2007 – Present

Responsible for administrative activities of an organization considered a "junior city" providing many municipal-level services. Duties include budget development, contract negotiations, oversight of day-to-day service delivery including water, wastewater, solid waste management, park and recreation and street lighting. Implements/revises five-year Capital Improvement Plan. Implements vision and direction of the elected board of directors. Informs board of issues and opportunities. Interfaces with community organizations, government entities and individuals on behalf of the organization.

SENIOR MANAGEMENT ANALYST – CITY OF VICTORVILLE
August 2002 – February 2007

Served in the City Manager’s office on special projects (2005-2007) and in Public Works Department (2002-2005) serving as acting director in the director’s absence. Provided oversight for 100 staff with operating budget of over $50 million. Represented the City by attending inter-governmental meetings including the regional wastewater authority, League of California Cities Mountain Desert meetings, San Bernardino Area Governments (renamed SBCTA), and American Public Works Association High Desert Chapter, San Bernardino County Flood Control and local community groups.

WATER RESOURCE SPECIALIST – CITY OF HESPERIA
August 1999 – August 2002

Represented the City at various organizations such as Mojave Water Agency, Lahontan Regional Water Quality Control Board, Victor Valley Wastewater Reclamation Authority. Monitored regulatory standards, legislation and adjudicatory matters impacting the City’s core functions. Developed and implemented public outreach programs with the community and schools providing education and resources. Prepared department budget and participated in inter-governmental work groups.
BOARD AGENDA STAFF REPORT

Agenda Item #4.
Meeting Date: April 8, 2020
Discussion Item

To: Governing Board Members
From: General Manager/CEO
Subject: Consider Master Services Contracts for Land Surveying Support Services

RECOMMENDATION:

Staff recommends that the Board of Directors authorize the General Manager/CEO to execute contracts for providing as-needed Land Surveying Support services with the Altum Group; Guida Surveying, Inc; Hernandez, Kroone and Associates; Kreiger and Stewart; and WestLand Group, Inc.

BACKGROUND / ANALYSIS:

In an effort to provide efficient access to Land Surveying services that cannot be performed in-house, staff issued a Request for Qualifications (RFQ) (included as Exhibit 1) to engage qualified firms to perform as-needed Land Surveying support services. The anticipated work resulting from this solicitation includes but is not limited to the preparation of plans, maps, plats, legal descriptions, records of survey and ALTA Surveys for capital improvement projects including field related construction layout, as-builts, deformation monitoring and mapping of District water, wastewater & recycled water improvement projects and facilities.

On March 12, 2020, 12 proposals were received from qualified firms. An evaluation committee comprised of staff from the Engineering Department evaluated and scored the proposals with the intent of recommending multiple Master Services Contracts to the highest rated firms. Once under contract, Master Services Contractors will be able to compete for work presented as Task Orders through a letter proposal process.

Staff rated the above listed recommended firms as the five (5) highest rated for land surveying services based on their experience, proposed approach, quality of their proposal and costs.

AGENCY GOALS AND OBJECTIVES:

Goal and Objectives IV - Promote Planning, Maintenance and Preservation of District Resources

a) Develop Projects and Programs to Ensure Safe and Reliable Services
b) Dedicate Efforts Toward System Maintenance and Modernization
REVIEW BY OTHERS:

This agenda item has been reviewed by the executive management team.

FISCAL IMPACT

These contracts will not have a direct financial impact, however, subsequent Task Order awards will utilize the budgeted annual allocation for the associated projects.

Recommended by: John Mura
General Manager/CEO

Respectfully submitted: Jeff Noelte
Director of Engineering & Operations

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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</thead>
<tbody>
<tr>
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<td>Backup Material</td>
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</tbody>
</table>
Request for Qualifications

LAND SURVEYING SUPPORT SERVICES

Distribution Date
Frida January 31st, 2020

Submission Deadline
4:00 p.m. on Thursday March 12, 2020

East Valley Water District
31111 Greenspot Road
Highland, CA 92346
(909) 888 - 8986
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NOTICE INVITING PROPOSALS

LAND SURVEYING SUPPORT SERVICES

East Valley Water District (District) is a County Water District and critical infrastructure that provides water and wastewater services throughout a 30.1 square mile area in the County of San Bernardino. The District’s service area includes the City of Highland, the eastern portion of the City of San Bernardino, the San Manuel Band of Mission Indians, and unincorporated areas of the County. The District operates in accordance with Division 12 of the California Water Code and is governed by a five-member Board of Directors elected at-large to four year terms.

The District is soliciting proposals from qualified Land Surveying Consultants to provide as needed Land Surveying Support Services. The intent of this solicitation is to enter into several Master-Contracts for Survey Project Support Services to issue task order work against.

To be considered, an electronic copy and five hard copies of a proposal must be received by 4:00 p.m. on Thursday, March 12th, 2020 addressed to:

East Valley Water District
Attn: Jason Wolf, Senior Engineer
31111 Greenspot Road
Highland, CA 92346

Proposals received after the above date and time will not be considered.
SCOPE OF SERVICES

DISTRICT OVERVIEW

East Valley Water District is a County District formed in 1954 through an election by residents who wanted water service by a public agency. Originally called the East San Bernardino County Water District, the name was changed to East Valley Water District in 1982.

The District was originally formed to provide domestic water service to the unincorporated and agricultural-based communities of Highland and East Highlands. Later, as the population increased, the need for a modern sewer system to replace existing septic tanks became apparent. The residents voted to give East Valley Water District the responsibility for their sewer system, as they did earlier with their water service.

The District’s sphere of influence is approximately 30 square miles and serves several other jurisdictions within its service boundary of nearly 102,000 people. Other jurisdictions falling within the District’s boundary include the San Manuel Band of Mission Indians, the Department of Transportation, the City of Highland, the City of San Bernardino, and the County of San Bernardino. All services are financed solely by rates and consist of no tax money - customers pay only for the benefits and services they receive.

Because the District focuses on providing 2 services - water and sewer - East Valley Water District has put together a professional team of experts to operate and maintain both systems. The District has developed a straightforward management structure consisting of a Board of Directors that are elected by its customers, a general manager, and staff members. The Board of Directors consists of 5 members of the community who represent their neighbors.

The District serves approximately 23,000 water and sewer customers. The District’s customer profile is made up of residential, small commercial, and a limited number of industrial customers. The District operates an 8 million gallon per day surface water treatment plant and provides service to District customers over 293 miles of water mains and 219 miles of sewer mains.

DESCRIPTION OF WORK

East Valley Water District (EVWD) is soliciting proposals from professional consulting surveying firms to provide Professional land surveying services (in accordance with the California PLS Act) on an as needed basis. Qualified firms shall have both field and office experience relating to the preparation of plans, maps, plats, legal descriptions, records of survey and ALTA Surveys for capital improvement projects including field related construction layout, as-builts, deformation monitoring and mapping of District water, wastewater & recycled water improvement projects and facilities. The selected
Consultant(s) must have the expertise, experience, and resources available to perform the work described in this RFQ in the systems being proposed.

The selected Consultant(s) may assist the District with various land surveying assignments including, but not limited to, the following:

- Performing field surveys including; establishing control networks basis of bearings, boundary retracement, topographic mapping and as-built mapping of existing facilities or structures.
- Performing laser scans of existing facilities, piping/equipment, site topography and provide the pertinent data files and maps associated.
- Preparation of easement legal descriptions, plats, records of survey, ALTA Surveys, topographic and right-of-way maps.
- Preparation of and coordination of photogrammetric surveys. Performing aerial drone work may be included in these photogrammetric surveys.
- Performing various types of surveying tasks on all types of construction projects such as staking, setting of horizontal and vertical control, leveling, as-builts and other construction related field surveying tasks.
- Performing Quality Assurance work associated with various types of land surveying work.
- Reviewing, suggesting corrections, and making recommendations on the checking of parcel maps, records of survey, right of way cases, minor land cases, and final subdivision maps.
- Providing boundary record analysis and assisting as an expert witness if necessary.
- Performing field monument inspections on parcel maps and final subdivision maps for District related projects or properties.
- Locating, referencing or resetting monuments.
- Performing volume calculations and associated field surveys.
- Other associated professional services that may be requested.

These services are intended to support the District’s activities within the Capital Improvement Program, regulatory efforts, local development and coordinate with local partnering municipalities.

**TASK ORDER AWARDS/ON-CALL SERVICES:**

Services will be requested in a manner that provides the most flexibility and support to the District.

**TASK ORDER PRICING PROTOCOL:** As the need for services arise, the District will solicit proposal/s from one or more of the selected consultants (either on “time and materials” or “firm-fixed price” basis) covering the requirements of that task order. The rates utilized by the consultant within the formulation of task order Proposals shall be consistent with the rates established within consultant master services agreements.
Task Order Award Decision: If more than one proposal is received the District will review the submitted task order Proposal, the District anticipates awarding a given task order based on factors other than only price, such as strongest qualifications, availability expertise, and schedule proposed for project completion.

ON-CALL PROTOCOL: In some cases, on call services may be requested by EVWD. The Consultant shall be reimbursed for services on the hourly rates as shown in the Proposal Rate/Fee Schedule (Attachment A) to perform services awarded under this solicitation. The fee schedule should indicate hourly rates for project staff and any reimbursable costs. Hourly fee rates and reimbursable costs shall be valid throughout the duration of the contract with annual CPI adjustments.

GRANT AND/OR LOAN REQUIREMENTS:

The Consultant is advised that when a grant or loan is involved with a project specific Task Order, the Task Order may include grant and/or loan language that is required to be included in every contract related to the grant/loan. The grant language will vary by grant/loan. **This may require the labor compliance consultant to perform six steps if they hire a sub-consultant to assist them in their work.** If these requirements are performed, they meet the current requirements for all loans and grants. The Disadvantages Business Enterprise (DBE) requirements may periodically be revised by grantor or SRF lender and will automatically be incorporated into this contract.

It will be up to the proposing Consultant to determine which of the following scenarios will be utilized in performing the DBE requirements:

1. No Sub-Consultants will be hired for the term of the Master Contract. DBE is not required.
2. If the Consultant will hire a Sub-Consultant that will be utilized for the whole term of the Master Contract, DBE can be performed during the RFQ period. And submitted with the proposal along with the names of the sub-consultants.
3. If the Consultant opts to hire Sub-Consultants on an as needed basis after the task Order is received, DBE must be performed each time a sub-consultant is hired.

Proof of advertising and the required forms must be submitted at the time DBE is performed for review and approval by EVWD. Sub-consultant work must be itemized on the invoices.

For Grant and/or Loan funded projects, no invoice will be paid that has Sub-Consultants listed as performing the work without proof that the DBE has been performed.

PROPOSAL INSTRUCTIONS AND FORMAT

Proposals should be concise and devoid of extraneous material and promotional information. They should be of sufficient detail to allow a thorough evaluation of the firms
work plan, qualifications and comparative analysis.

Inquiries concerning the request for proposal should be directed to Jason Wolf at jwolf@eastvalley.org. Copies of the questions received, along with the corresponding answers will be posted online no later than February 27th, 2020 at https://www.eastvalley.org/bids.aspx. It is the Consultant’s responsibility to ensure that they access and review any questions and answers posted. The District is not responsible for notifying individual potential bidders of the availability of questions and answers beyond this notice.

The District may post Addendums to the RFQ online at the District’s website listed above. It is the Consultants responsibility to access any addendums and ensure that stated requirements are met.

**SUBMISSION OF PROPOSALS**

An electronic PDF copy (USB or CD/DVD rom) and five (5) hard copies of the Proposal must be received by East Valley Water District no later than 4:00 p.m. on Thursday, March 12, 2020, at the address listed on the cover page of this RFQ.

The Proposal shall include, as a minimum the following information (This information will be used as rating criteria in the rating process for selection of a Consultant to provide the required services):

1. Transmittal Letter (Maximum 2 pages)

   A signed letter of transmittal briefly stating the Consultant’s understanding of the work to be done, the commitment to perform the work expeditiously, and a statement why the firm believes itself to be best qualified to perform the engagement. The letter should confirm that the form is licensed to practice in the State of California.

2. Executive Summary (max. 2 pages)

   Provide a high-level overview of the consultant’s responses to the RFQ and highlight the main features and benefits of the proposed work.

3. Key Personnel (max. 4 pages, not including resumes)

   Indicate key personnel and staff. Provide biographies of the Project Manager and other key team members. Provide resumes for the team. The resumes shall provide specific information about the team member’s experience with similar type activities. Individual resumes shall be limited to 2 pages per individual. Provide an organizational chart of your proposed team.

4. Qualifications and Experience (max. 10 pages)
A statement describing the Consultant’s qualifications to complete this Scope of Work and an explanation as to why the Consultant is the best to deliver this Scope of Work. Include descriptions of specific experience, technical understanding, and Consultant’s capabilities relative to this solicitation.

5. References

List a minimum of five (5) references for whom comparable services were completed within the last 2 years. References must be agencies that are government entities. Provide names and contact information as required on the reference form included as Appendix B-Reference Form. The Consultant should provide sufficient information, as part of their proposal, to determine the work Consultant typically performs, location of equipment and personnel, and other agencies or cities for which similar work is being performed. Additional information on the firm or partnership will help the District more fully evaluate the Consultants capabilities.

6. Forms

As part of the proposal to be evaluated, Appendix A and B Forms must be filled out and submitted.

The RFQ Forms shall be returned in their entirety. Specifically, each Consultant shall include the following Forms:

- Consultant Fee Schedule (See Appendix A)
- Consultant Identification Form (See Appendix B)
- Exception Form(s) (See Appendix B)
- Sub-Consultant/References Form (See Appendix B)
- Waiver/Release of Liability Form (See Appendix B)
- DIR Certification (See Appendix B)
- Certificate(s) of Insurance or Letter of Compliance

**PROPOSAL TIMELINE**

Milestone dates are shown in the schedule below. Submittal of a proposal indicates a firm’s agreement and confirmation that it can and will meet the timeline requirements if information requested from EVWD staff is delivered on a timely basis.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request for Qualifications (RFQs)</td>
<td>Jan. 31st, 2020</td>
</tr>
<tr>
<td>Questions/Inquiries Due</td>
<td>Feb. 20th, 2020</td>
</tr>
<tr>
<td>Post Answers to Questions/Inquiries *</td>
<td>Feb. 27th, 2020</td>
</tr>
<tr>
<td>Submittal Package Due *</td>
<td>Mar. 12th, 2020</td>
</tr>
</tbody>
</table>
RFQ Evaluations and Short List Firms * | Mar. 16-27th, 2020
---|---
Announcement of Apparent Successful Consultants * | Next available Board Meeting
Anticipated Contract Award * | 1 week following the Board Meeting

* These dates are approximate and may change as needs arise by the District.

EVALUATION PROCEDURES

REVIEW OF PROPOSALS

Proposals submitted will be evaluated by members of a Committee comprised of key District personnel.

EVALUATION CRITERIA

The District anticipates awarding several Master Services Contracts to the Consultants that score highest based on the following criteria, which will be considered during the evaluation process:

1. Qualifications and Experience (30 Points):
   - The firm's experience and performance on comparable engagements.
   - Demonstrated results of projects performing similar services.

2. Proposed Approach (30 Points):
   - The approach proposed to undertake the project/task order, including proposed best practice methodologies, areas of focus, proposed tools, etc.

3. Quality of Proposal (20 Points):
   - Proposal is complete, detailed, organized, and services are clearly presented.
   - Proposal complies with RFQ instructions, conditions, format requirements.

4. Costs (20 Points)
   - Hourly rates, provided in Appendix A, for key staff are reasonable and within industry expected values.
FINAL SELECTION

The Proposal Evaluation Committee will recommend the award of the Master Services Contracts of the highest ranked Consultants to the General Manager / CEO based upon the proposal evaluations.

CONDITIONS GOVERNING THE REQUEST FOR QUALIFICATIONS

RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Qualifications unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected.

The District reserves the right without prejudice to reject any or all proposals, or to request and obtain from one or more firms proposing, supplementary information as may be necessary for District staff to analyze the proposals pursuant to the consultant selection criteria.

RECEIVING TIME / LATE PROPOSALS

It is the responsibility of Consultant to see that their proposal is submitted with sufficient time to be received by the District prior to the proposal closing time. Late proposals will be returned unopened to the sender. Postmarks are not accepted; all responses must be received by the District by the deadline.

ACCEPTANCE OF CONDITIONS

Submission of a proposal constitutes acceptance of the Evaluation Criteria contained in this RFQ. The firm/s, by submitting a response to this RFQ waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ.

COST TO PROPOSE

Any cost incurred by the Consultant in preparation, transmittal, presentation of any proposal or material submitted in response to this RFQ shall be borne solely by the Consultant. Any cost incurred by the Consultant for set up and demonstration or for interviews shall be borne solely by the Consultant.

DISCLOSURE OF PROPOSAL CONTENTS

All proposals are subject to the provisions of the California Public Records Act, California Government Code section 6250 et seq., and any information submitted with a response is a public record subject to disclosure, unless a specific exemption applies.
CONDITIONS GOVERNING AGREEMENT

AGREEMENT

Consultants will be required to sign the District’s Standard Master Services Agreement. A sample of the Agreement is provided for review (Appendix C). Submission of a proposal signifies the firm’s general willingness to accept the terms of the Agreement, although some sections may be waived by the District at the request of a proposing consultant. 

Please specifically identify each term of the Agreement the firm is unwilling to accept and the reasons therefore in the Exceptions Form. Insurance requirements are not subject to waiver.
Appendices

Appendix A – Proposal Fee Schedule

Appendix B – Proposal Forms

Appendix C – Sample Contract

Appendix D – Sample Task Order
APPENDIX A: Proposal Fee Schedule
PROPOSAL FEE SCHEDULE

Consultant shall complete this Proposal Price Schedule for positions required to complete work items described in the proposal and return it with their proposal. All proposed prices and fees may be adjusted annually, based on the CPI, the base pricing shall be held through the contract performance period and shall include costs associated with all, equipment, materials, transportation, overhead, travel, profit, insurance, sales and other taxes, licenses, incidentals, and all other related costs necessary to provide the related services.

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PROPOSED UNIT RATE (per hour)</th>
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<tbody>
<tr>
<td>1. Survey Manager</td>
<td>$___________</td>
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<tr>
<td>2. Project Surveyor</td>
<td>$___________</td>
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<td>3. Survey Assistant</td>
<td>$___________</td>
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<td>4. Draftsman/Technician</td>
<td>$___________</td>
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<tr>
<td>5. Administrative Assistant</td>
<td>$___________</td>
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<tr>
<td>6. Survey Crew – One Man (Prevailing Wage)</td>
<td>$___________</td>
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<tr>
<td>7. Survey Crew – Two Man (Prevailing Wage)</td>
<td>$___________</td>
</tr>
<tr>
<td>8. Survey Crew – Three Man (Prevailing Wage)</td>
<td>$___________</td>
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<tr>
<td>9. Expert Witness (Initial Review)</td>
<td>$___________</td>
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<td>10. Expert Witness (Deposition)</td>
<td>$___________</td>
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<tr>
<td>11. Expert Witness (Trial Testimony)</td>
<td>$___________</td>
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<tr>
<td>12. Other (Specify)____________</td>
<td>$___________</td>
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<td>13. Other (Specify)____________</td>
<td>$___________</td>
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<td>14. Other (Specify)____________</td>
<td>$___________</td>
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<td>15. Other (Specify)____________</td>
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<td>16. Subconsultant (Specify)____________</td>
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<td>17. Subconsultant (Specify)____________</td>
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<td>18. Subconsultant (Specify)____________</td>
<td>$___________</td>
</tr>
<tr>
<td>19. Subconsultant (Specify)____________</td>
<td>$___________</td>
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Please note any other fees which may be applicable to the services being provided
APPENDIX B: Proposal Forms

- Consultant Identification Form
- List of Subconsultants and References Form
  - Exception Form(s)
- Waiver/Release of Liability Form
- Certificate(s) of Insurance or Letter of Compliance
  - DIR Certification
**CONSULTANT IDENTIFICATION FORM**

1. **Legal name of Consultant:**
   
   ____________________________________________________________
   
   ____________________________________________________________

2. **Consultant's Street Address:**
   
   ____________________________________________________________
   
   ____________________________________________________________

3. **Consultant’s Mailing Address:**
   
   ____________________________________________________________
   
   ____________________________________________________________

4. **Consultant’s Business Telephone:**
   
   ____________________________________________________________

5. **Consultant’s Fax Number:**
   
   ____________________________________________________________

6. **Consultant’s E-mail Address [All requests will be sent to this location]:**
   
   ____________________________________________________________

7. **Type of Organization:**
   - □ Sole Proprietor
   - □ Partnership
   - □ Corporation
   - □ Other

   If corporation, indicate State where incorporated:

8. **Consultant’s Federal Tax Identification Number:**
   
   ____________________________________________________________

9. **Consultant’s Project Manager:**
   
   ____________________________________________________________
**SUBCONTRACTORS/SUBCONSULTANTS**

List any subcontractors/subconsultants who may perform any services on this project. (Use additional sheets if necessary)

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>ADDRESS</th>
<th>FEDERAL TAX ID NO.</th>
<th>AREA OF EXPERTISE</th>
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**CONSULTANT REFERENCES**

Information to whom relevant services have been provided in the past two (2) years by the consultant. Reference at least five public agencies where these similar services have been provided for the selected project areas.

<table>
<thead>
<tr>
<th>ORGANIZATION</th>
<th>ADDRESS</th>
<th>TELEPHONE NO.</th>
<th>CONTACT</th>
<th>TYPE OF WORK</th>
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EXCEPTION FORM

Should your firm take exception to ANY of the terms and conditions or other contents provided in this Request for Proposal, list the exceptions below. THIS COMPLETED FORM MUST BE SUBMITTED WITH YOUR PROPOSAL. If no exception(s) are taken, enter "None" after item number one. (Make additional copies of this form as necessary)

1. Page Number: _______________ Section Title: ______ Paragraph Number: Exception Taken: ______

2. Page Number: _______________ Section Title: ______ Paragraph Number: Exception Taken: ___

3. Page Number: _______________ Section Title: ______ Paragraph Number: Exception Taken: ___

4. Page Number: _______________ Section Title: _____ Paragraph Number: Exception Taken: ___

5. Page Number: _______________ Section Title: _____ Paragraph Number: Exception Taken: ___
WAIVER / RELEASE OF LIABILITY

I, the undersigned, on behalf of __________________________ (hereinafter referred to as Consultant), fully understand that the storage or leaving of any and all Consultant owned equipment, materials, and supplies at the District’s facilities during the term of the contract, exposes Consultant to the risk of, but not limited to, theft, fire damage, vandalism, water damage, wind damage, and possible personal injury to Consultant’s employees. For the privilege of storing/leaving any and all Consultant owned equipment, materials, and supplies at the District’s facilities, Consultant agrees to assume any and all such risks.

In consideration of being able to store/leave said equipment, materials, and supplies at the District’s facilities, Consultant hereby releases, agrees not to sue, or bring any action against, the East Valley Water District, its officers, employees, agents, representatives, and volunteers for any and all liability, claims, or actions for injury or death to Consultant’s employees, or damage or theft of said property arising out of or in connection with the storage or leaving of said item(s) for whatever cause, including the active or passive negligence of the East Valley Water District, its officers, employees, agents, representatives, and volunteers.

I have carefully read this Waiver/Release of Liability and covenant not to sue, and fully understand its contents, and the possible exposures that Consultant is agreeing to assume. I am aware that this Waiver/Release of Liability is a full release of any and all liability. I am signing such as the authorized agent of Consultant, and of my own free will.

By: __________________________  __________________________
    Representative’s signature    Date

Print Name: __________________________  Title: __________________________

Approved: __________________________  __________________________
    Manager’s Signature    Date
Pursuant to Labor Code Sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations (DIR). See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor’s and subcontractors’ current registration with the DIR to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code Sections 1725.5 and 1771.1 and is currently registered as a contractor with the DIR.

Name of Bidder:________________________________________________________

DIR Registration Number:_____________________________________

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.

2. Bidder shall include the requirements of Labor Code Sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.

3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature:________________________________________________________

Name and Title:_______________________________________________________

Dated: ________________

ATTACH COPY OF D.I.R. REGISTRATION
APPENDIX C: Sample Master Services Contact
This agreement is made this ____ day of ______________ 20___, by and between the EAST VALLEY WATER DISTRICT, a County Water District organized and operating pursuant to California Water Code Section 30000 et seq. (hereinafter referred to as the “DISTRICT”), and ________________________________________, a ___________________________ (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, the DISTRICT desires to contract with CONSULTANT to provide professional services for Land Surveying (hereinafter referred to as “Work”); and

WHEREAS, CONSULTANT is willing to contract with the DISTRICT to provide such services; and

WHEREAS, CONSULTANT holds itself as duly licensed, qualified, and capable of performing said services; and

WHEREAS, this Agreement establishes the terms and conditions for the DISTRICT to retain CONSULTANT to provide the services described herein for the Project.

COVENANTS

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth herein, the parties hereto agree as follows:
ARTICLE I
ENGAGEMENT OF CONSULTANT
AND AUTHORIZATION TO PROCEED

1.1 ENGAGEMENT: The DISTRICT hereby engages CONSULTANT, and CONSULTANT hereby accepts the engagement, to perform certain design professional services described in Section 2.1 of this Agreement for the term set forth in Section 6.7 of this Agreement.

1.2 AUTHORIZATION TO PROCEED: Authorization for CONSULTANT to proceed with all or a portion of the work described in Section 2.1 of this Agreement and subsequent task orders will be granted in writing by the DISTRICT as soon as both parties sign the Agreement and all applicable insurance and other security documents required pursuant to Section 6.3 of this Agreement are received and approved by the DISTRICT. CONSULTANT shall not proceed with said work until so authorized by the DISTRICT, and shall commence work immediately upon receipt of the Notice to Proceed.

1.3 NO EMPLOYEE RELATIONSHIP: CONSULTANT shall perform the services provided for herein as an independent contractor, and not as an employee of the DISTRICT. The DISTRICT shall have ultimate control over the work performed for the Project. CONSULTANT is not to be considered an agent or employee of the DISTRICT for any purpose, and shall not be entitled to participate in any pension plans, insurance coverage, bonus, stock, or similar benefits that the DISTRICT provides for its employees. CONSULTANT shall indemnify the DISTRICT for any tax, retirement contribution, social security, overtime payment, or workers’ compensation payment which the DISTRICT may be required to make on behalf of CONSULTANT or any employee of CONSULTANT for work performed under this Agreement.

ARTICLE II
SERVICES OF CONSULTANT

2.1 SCOPE OF SERVICES: The scope of professional services to be performed by the CONSULTANT under this Master Services Agreement will be described in each individual Task Order released under this Master Services Agreement, and shall, where not specifically addressed, include all related services ordinarily provided by the CONSULTANT under same or similar circumstances and/or otherwise necessary to satisfy the requirements of Section 3.3 of this Agreement. In case of conflict between the terms of this Agreement and the provisions of
the task order Scope of Work, the task order shall govern.

2.2 DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE: This work is subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contract Code, or engage in the performance of any contract for public work, as defined by the California Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code.

2.3 PREVAILING WAGES: In accordance with the provisions of the California Labor Code, CONSULTANT shall secure the payment of compensation to employees. To the extent required by the California Labor Code, CONSULTANT shall pay not less than the prevailing rate of per diem wages as determined by the Director, Department of Industrial Relations, and State of California. Copies of such prevailing rate of per diem wages are on file at the DISTRICT’s office, which copies will be made available to any interested party upon request. CONSULTANT shall post a copy of such determination at each job site. If applicable, CONSULTANT shall forfeit to the DISTRICT the amount of the penalty set forth in Labor Code Section 1777.7(b), or any subsequent amendments thereto, for each calendar day, or portion thereof, for each worker paid less than the specified prevailing rates for such work or craft in which such worker is employed, whether paid by CONSULTANT or by any subcontractor.

2.4 HOURS AND WORKING CONDITIONS: The DISTRICT is a public entity in the State of California and is subject to the provisions of the Government Code and the Labor Code of the State. It is stipulated and agreed that all provisions of law applicable to public contracts are a part of this Agreement to the same extent as though set forth herein and will be complied with by CONSULTANT. CONSULTANT shall comply with all applicable provisions of the California Labor Code relating to working hours and the employment of apprentices on public works projects. CONSULTANT shall, as a penalty to the DISTRICT, forfeit $25.00 for each worker employed in the execution of this Agreement by CONSULTANT or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week, unless such worker received compensation for all hours worked in excess of 8 hours at not less than 1½ times the basic rate of pay.

2.5 OBSERVING LAWS AND ORDINANCES: CONSULTANT shall keep itself
fully informed of all relevant existing state and federal laws and all relevant county and city ordinances and regulations which pertain to the tasks to be performed under this Agreement, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. CONSULTANT shall at all times observe and comply with all such existing laws, ordinances, regulations, orders, and decrees, and shall, to the extent of CONSULTANT’S negligence, protect and indemnify, as required herein, DISTRICT against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by CONSULTANT or its employees.

ARTICLE III

RESPONSIBILITIES OF THE DISTRICT AND OF CONSULTANT

3.1 DUTIES OF THE DISTRICT: The DISTRICT, without cost to CONSULTANT, will provide all pertinent information necessary for CONSULTANT’s performance of its obligations under this Agreement that is reasonably available to the DISTRICT unless otherwise specified in the Scope of Work, in which case the CONSULTANT is to acquire such information. The DISTRICT does not guarantee or ensure the accuracy of any reports, information, and/or data so provided. To the extent that any reports, information, and/or other data so provided was supplied to the DISTRICT by persons who are not employees of the DISTRICT, any liability resulting from inaccuracies and/or omissions contained in said information shall be limited to liability on behalf of the party who prepared the information for the DISTRICT.

3.2 REPRESENTATIVE OF DISTRICT: The DISTRICT will designate ______________________ as the person to act as the DISTRICT’s representative with respect to the work to be performed under this Agreement. Such person will have complete authority to transmit instructions, receive information, and interpret and define the DISTRICT’s policies and decisions pertinent to the work. In the event the DISTRICT wishes to make a change in the DISTRICT’s representative, the DISTRICT shall notify the CONSULTANT of the change in writing.

3.3 DUTIES OF CONSULTANT: CONSULTANT shall perform the Project work in such a manner as to fully comply with all applicable professional standards of care, including professional quality, technical accuracy, timely completion, and other services furnished and/or work undertaken by CONSULTANT pursuant to this Agreement. The CONSULTANT shall cause all work and deliverables to conform to all applicable federal, state, and local laws and
3.4 APPROVAL OF WORK: The DISTRICT’s approval of work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of its work. Neither the DISTRICT’s review, approval or acceptance of nor payment for any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. Where approval by the DISTRICT is indicated in this Agreement, it is understood to be conceptual approval only and does not relieve the CONSULTANT of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of the CONSULTANT or its subcontractors. CONSULTANT’s obligation to defend, indemnify, and hold harmless the DISTRICT, and its directors, officers, employees and agents as set forth in Section 6.9 of this Agreement also applies to the actions or omissions of the CONSULTANT or its subcontractors as set forth above in this paragraph.

ARTICLE IV
PAYMENTS TO CONSULTANT

4.1 PAYMENT: The DISTRICT will pay CONSULTANT for work performed under this Agreement, which work can be verified by the DISTRICT, on the basis of the following: CONSULTANT shall exercise its good faith best efforts to facilitate a full and clear definition of the scope of all assigned work so that the amount set forth in Section 4.3 of this Agreement will cover all tasks necessary to complete the work. The amount set forth in Section 4.3 of this Agreement is the maximum compensation to which CONSULTANT may be entitled for the performance of services to complete the work for the Project, unless the Scope of Work or time to complete the work is changed by the DISTRICT in writing in advance of the work to be performed thereunder. Adjustments in the total payment amount shall only be allowed pursuant to Section 6.4 of this Agreement. In no event shall CONSULTANT be entitled to compensation greater than the amount set forth in Section 4.3 of this Agreement or set forth in each individual task order where changes in the Scope of Work or the time for performance are necessitated by the negligence of CONSULTANT or any subcontractor performing work.

4.2 PAYMENT TO CONSULTANT: Payment will be made by the DISTRICT within thirty (30) calendar days after receipt of an invoice from CONSULTANT, provided that all invoices are complete and product and services are determined to be of sufficient quality by the DISTRICT. CONSULTANT shall invoice DISTRICT monthly for services performed under this
Agreement. In the event that a payment dispute arises between the parties, CONSULTANT shall provide to the DISTRICT full and complete access to CONSULTANT’s labor cost records and other direct cost data, and copies thereof if requested by the DISTRICT.

4.3 ESTIMATED CHARGES: The total estimated charges for all work under this Agreement will be estimated within each individual task order, and such amount is the cost ceiling. The total estimated charges stated in each individual task order constitute the total amount agreed to.

4.4 COST FOR REWORK: CONSULTANT shall, at no cost to the DISTRICT, prepare any necessary rework occasioned by CONSULTANT’s negligent act or omission or otherwise due substantially to CONSULTANT’s fault.

ARTICLE V
COMPLETION SCHEDULE

5.1 TASK SCHEDULE: The work is anticipated to be completed in accordance with the schedule contained in the task order.

5.2 TIME OF ESSENCE: CONSULTANT shall perform all services required by this Agreement in a prompt, timely, and professional manner in accordance with the above schedule. Time is of the essence in this Agreement.

ARTICLE VI
GENERAL PROVISIONS

6.1 COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: CONSULTANT shall at all times observe all applicable provisions of Federal, State, and Local laws and regulations including, but not limited to, those related to Equal Opportunity Employment.

6.2 SUBCONTRACTORS AND OUTSIDE CONSULTANTS: No subcontract shall be awarded by CONSULTANT if not identified as a subcontractor in its Proposal unless prior written approval is obtained from the DISTRICT. CONSULTANT shall be responsible for payment to subcontractors used by them to perform the services under this Agreement. If CONSULTANT subcontracts any of the work to be performed, CONSULTANT shall be as fully responsible to the DISTRICT for the performance of the work, including errors and omissions of CONSULTANT’s subcontractors and of the persons employed by the subcontractor, as
CONSULTANT is for the acts and omissions of persons directly employed by the CONSULTANT. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor of CONSULTANT and the DISTRICT. CONSULTANT shall bind every subcontractor and every subcontractor of a subcontractor to the terms of this Agreement that are applicable to CONSULTANT’s work unless specifically noted to the contrary in the subcontract in question and approved in writing by the DISTRICT.

6.3 INSURANCE: CONSULTANT shall secure and maintain in full force and effect, until the satisfactory completion and acceptance of the Project by DISTRICT, such insurance as will protect it and the DISTRICT in such a manner and in such amounts as set forth below. The premiums for said insurance coverage shall be paid by the CONSULTANT. The failure to comply with these insurance requirements may constitute a material breach of this Agreement, at the sole discretion of the DISTRICT.

(a) Certificates of Insurance: Prior to commencing services under this Agreement, and in any event no later than ten (10) calendar days after execution of this Agreement, CONSULTANT shall furnish DISTRICT with Certificates of Insurance and endorsements verifying the insurance coverage required by this Agreement is in full force and effect. The DISTRICT reserves the right to require complete and accurate copies of all insurance policies required under this Agreement.

(b) Required Provisions: The insurance policies required by this Agreement shall include the following provisions or have them incorporated by endorsement(s):

(1) Primary Coverage: The insurance policies provided by CONSULTANT shall be primary insurance and any self-insured retention and/or insurance carried by or available to the DISTRICT or its employees shall be excess and non-contributory coverage so that any self-insured retention and/or insurance carried by or available to the DISTRICT shall not contribute to any loss or expense under CONSULTANT’s insurance.

(2) Additional Insured: The policies of insurance provided by CONSULTANT, except Workers’ Compensation and Professional Liability, shall include as additional insureds: the DISTRICT, its directors, officers, employees, and agents when acting in their capacity as such in conjunction with the performance of this Agreement. Such policies shall contain a "severability of interests" provision, also known as "Cross liability" or "separation of insured".

(3) Cancellation: Each certificate of insurance and insurance policy shall
provide that the policy may not be non-renewed, canceled (for reasons other than non-payment of premium) or materially changed without first giving thirty (30) days advance written notice to the DISTRICT, or ten (10) days advance written notice in the event of cancellation due to non-payment of premium.

(4) **Waiver of Subrogation:** The insurance policies provided by CONSULTANT shall contain a waiver of subrogation against DISTRICT, its directors, officers, employees and agents for any claims arising out of the services performed under this Agreement by CONSULTANT.

(5) **Claim Reporting:** CONSULTANT shall not fail to comply with the claim reporting provisions or cause any breach of a policy condition or warranty of the insurance policies required by this Agreement that would affect the coverage afforded under the policies to the DISTRICT.

(6) **Deductible/Retention:** If the insurance policies provided by CONSULTANT contain deductibles or self-insured retentions, any such deductible or self-insured retention shall not be applicable with respect to the coverage provided to DISTRICT under such policies. CONSULTANT shall be solely responsible for any such deductible or self-insured retention and the DISTRICT, in its sole discretion, may require CONSULTANT to secure the payment of any such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

(7) **Consultant’s Subcontractors:** CONSULTANT shall include all subcontractors as additional insureds under the insurance policies required by this Agreement to the same extent as the DISTRICT or shall furnish separate certificates of insurance and policy endorsements for each subcontractor verifying that the insurance for each subcontractor complies with the same insurance requirements applicable to CONSULTANT under this Agreement.

(c) **Insurance Company Requirements:** CONSULTANT shall provide insurance coverage through insurers that have at least an "A" Financial Strength Rating and a "VII" Financial Size Category in accordance with the current ratings by the A. M. Best Company, Inc. as published in *Best’s Key Rating Guide* or on said company’s web site. In addition, any and all insurers must be admitted and authorized to conduct business in the State of California and be a participant in the California
Insurance Guaranty Association, as evidenced by a listing in the appropriate publication of the California Department of Insurance.

(d) **Policy Requirements:** The insurance required under this Agreement shall meet or exceed the minimum requirements as set forth below:

1. **Workers' Compensation:** CONSULTANT shall maintain Workers' Compensation insurance as required by law in the State of California to cover CONSULTANT’s obligations as imposed by federal and state law having jurisdiction over CONSULTANT’s employees and Employers' Liability insurance, including disease coverage, of not less than $1,000,000.

2. **General Liability:** CONSULTANT shall maintain Comprehensive General Liability insurance with a combined single limit of not less than $1,000,000 per occurrence or claim and $1,000,000 aggregate. The policy shall include, but not be limited to, coverage for bodily injury, property damage, personal injury, products, completed operations and blanket contractual to cover, but not be limited to, the liability assumed under the indemnification provisions of this Agreement. In the event the Comprehensive General Liability insurance policy is written on a "claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

3. **Automobile Liability:** CONSULTANT shall maintain Commercial Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence for any owned, hired, or non-owned vehicles.

4. **Professional Liability:** CONSULTANT shall maintain Professional Liability insurance covering errors and omissions arising out of the services performed by the CONSULTANT or any person employed by him, with a limit of not less than $1,000,000 per occurrence or claim and $1,000,000 aggregate. In the event the insurance policy is written on a "Claims made" basis, coverage shall extend for two years after the satisfactory completion and acceptance of the Project by DISTRICT.

5. **Property Coverage – Valuable Papers:** Property coverage on an all-risk, replacement cost form with Valuable Papers insurance sufficient to assure the restoration of any documents, memoranda, reports, plans or other similar data, whether in hard copy or electronic form, relating to the services
6.4 CHANGES IN SCOPE OR TIME: If the DISTRICT requests a change in the Scope of Work or time of completion by either adding to or deleting from the original scope or time of completion, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. CONSULTANT must assert any claim for adjustment under this clause in writing within thirty (30) calendar days from the date of receipt from CONSULTANT of the notification of change unless the DISTRICT grants a further period of time before the date of final payment under this Agreement.

6.5 NOTICES: All notices to either party by the other shall be made in writing and delivered or mailed to such party at their respective addresses as follows, or to other such address as either party may designate, and said notices shall be deemed to have been made when delivered or, if mailed, five (5) days after mailing.

To DISTRICT: East Valley Water District
31111 Greenspot Road
Highland, CA 92346
Attn: Engineering Manager

To CONSULTANT: ______________________________
____________________________
____________________________
Attn: _________________________

6.6 CONSULTANT’S ASSIGNED PERSONNEL: CONSULTANT designates ______________________________ to have immediate responsibility for the performance of the work and for all matters relating to performance under this Agreement. Substitution of any assigned personnel shall require the prior written approval of the DISTRICT. If the DISTRICT determines that a proposed substitution is not acceptable, then, at the request of the DISTRICT, CONSULTANT shall substitute with a person acceptable to the DISTRICT.

6.7 TERMINATION:
(a) If the engagement of CONSULTANT is not extended by the mutual written consent of the DISTRICT and CONSULTANT, then this Agreement shall expire on the latest date set forth in the schedule contained in the Scope of Work for completion of tasks for the Project.
(b) Notwithstanding the above, the DISTRICT may terminate this Agreement or abandon any portion of the Project by giving ten (10) days written notice thereof to CONSULTANT. CONSULTANT may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days written notice only in the event of substantial failure by the DISTRICT to perform in accordance with the terms of this Agreement through no fault of the CONSULTANT.

(c) In the event of termination of this Agreement or abandonment of any portion of the Work, the DISTRICT shall be immediately given title to all original drawings and other documents developed for the Project, and the sole right and remedy of CONSULTANT shall be to receive payment for all amounts due and not previously paid to CONSULTANT for services completed or in progress in accordance with the Agreement prior to such date of termination. If termination occurs prior to completion of any task for which payment has not been made, the fee for services performed during such task shall be based on an amount mutually agreed to by the DISTRICT and CONSULTANT. Such payments available to the CONSULTANT under this paragraph shall not include costs related to lost profit associated with the expected completion of the work or other such payments relating to the benefit of this Agreement.

6.8 ATTORNEYS’ FEES: In the event that either the DISTRICT or CONSULTANT brings an action or proceeding for damages for an alleged breach of any provision of this Agreement, to interpret this Agreement or determine the rights of and duties of either party in relation thereto, the prevailing party shall be entitled to recover as part of such action or proceeding all litigation, arbitration, mediation and collection expenses, including witness fees, court costs, and reasonable attorneys’ fees. Such fees shall be determined by the Court in such litigation or in a separate action brought for that purpose. Mediation will be attempted if both parties mutually agree before, during, or after any such action or proceeding has begun.

6.9 INDEMNITY:

(a) To the extent allowed by law, CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney’s fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT’s
subcontractors, including their respective directors, officers, employees, agents and assigns, excepting only such matters arising from the sole negligence or willful misconduct of the DISTRICT.

(b) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney’s fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any infringement or alleged infringement of any patent, copyright or trademark and arising out of the use of any equipment or materials furnished under this Agreement by the CONSULTANT or CONSULTANT’s subcontractors, including their respective directors, officers, employees, agents and assigns, or out of the processes or actions employed by, or on behalf of, the CONSULTANT or CONSULTANT’s subcontractors, including their respective directors, officers, employees, agents and assigns, in connection with the performance of services under this Agreement. CONSULTANT shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing equipment, materials or processes, or to modify at its expense such infringing equipment, materials, and processes so they become non-infringing, provided that such substituted and modified equipment, materials, and processes shall meet all the requirements and be subject to all the provisions of this Agreement.

(c) CONSULTANT shall defend, indemnify and hold DISTRICT, including its directors, officers, employees and agents, harmless from and against any and all claims, demands, causes of action, suits, debts, obligations, liabilities, losses, damages, costs, expenses, attorney’s fees, awards, fines, settlements, judgments or losses of whatever nature, character, and description, with respect to or arising out of any breach by CONSULTANT or CONSULTANT’s subcontractors, including their respective directors, officers, employees, agents and assigns, of the aforesaid obligations and covenants, and any other provision or covenant of this Agreement.

(d) It is the intent of the parties to this Agreement that the defense, indemnity, and hold harmless obligation of CONSULTANT under this Agreement shall be as broad and inclusive as may be allowed under California Civil Code §§ 2778 through 2784.5, or other similar state or federal law.

6.10 SAFETY: CONSULTANT shall perform the work in full compliance with
applicable State and Federal safety requirements including, but not limited to, Occupational Safety and Health Administration requirements.

(a) CONSULTANT shall take all precautions necessary for the safety of, and prevention of damage to, property on or adjacent to the Project site, and for the safety of, and prevention of injury to, persons, including DISTRICT’s employees, CONSULTANT’s employees, and third persons. All work shall be performed entirely at CONSULTANT’s risk. CONSULTANT shall comply with the insurance requirements set forth in Section 6.3 of this Agreement.

(b) Upon request from the District, CONSULTANT shall also furnish the DISTRICT with a copy of any injury prevention program established for the CONSULTANT’s employees pursuant to Labor Code Section 6401.7, including any necessary documentation regarding implementation of the program. CONSULTANT hereby certifies that its employees have been trained in the program, and procedures are in place to train employees whenever new substances, processes, procedures, or equipment are introduced. CONSULTANT shall demonstrate compliance with Labor Code Section 6401.7 by maintaining a copy of its Injury and Illness Prevention Plan at the Project site and making it available to the DISTRICT.

6.11 EXAMINATION OF RECORDS: All original drawings, specifications, reports, calculations, and other documents or electronic data developed by CONSULTANT for the Project shall be furnished to and become the property of the DISTRICT. Any reuse or modification of such documents for purposed other than those intended by the CONSULTANT in its scope of services shall be at the DISTRICT’S sole risk and without legal liability to the CONSULTANT. CONSULTANT agrees that the DISTRICT will have access to and the right to examine any directly pertinent books, documents, papers, and records of any and all of the transactions relating to this Agreement.

6.12 OWNERSHIP OF SOFTWARE:
If throughout the term of this Agreement, CONSULTANT generates any Software as part of its performance of this Agreement, the following language shall apply to CONSULTANT’s and DISTRICT’s rights in said Software:

(a) Subject to payment of all compensation due under this Agreement and all other terms and conditions herein, CONSULTANT hereby grants DISTRICT a nonexclusive, transferable, royalty-free license to use the Software furnished to DISTRICT by CONSULTANT under this Agreement. The license granted herein shall authorize DISTRICT to:
(1) Install the Software on computer systems owned, leased or otherwise controlled by DISTRICT;
(2) Utilize the Software for its internal data-processing purposes; and
(3) Copy the Software and distribute as desired to exercise the rights granted herein.

(b) CONSULTANT retains its entire right, title and interest in the Software developed under this Agreement. DISTRICT acknowledges that CONSULTANT owns or holds a license to use and sublicense various pre-existing development tools, routines, subroutines and other programs, data and materials that CONSULTANT may include in the Software developed under this Agreement. This material shall be referred to hereafter as “Background Technology.”

(c) DISTRICT agrees that CONSULTANT shall retain any and all rights CONSULTANT may have in the Background Technology. CONSULTANT grants DISTRICT an unrestricted, nonexclusive, perpetual, fully paid-up worldwide license to use the Background Technology in the Software developed and delivered to DISTRICT under this Agreement, and all updates and revisions thereto. However, DISTRICT shall make no other commercial use of the Background Technology without CONSULTANT’s written consent.

(d) CONSULTANT represents and warrants that the Software and Background Technology used and/or developed under this Agreement shall be free of any claim of trade secret, trademark, trade name, copyright, or patent infringement or other violations of any proprietary rights of any person. CONSULTANT shall defend, indemnify and hold harmless DISTRICT from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney’s fees and expenses to the extent of CONSULTANT’S negligence for any claim that use of the Software and/or Background Technology infringes upon any trade secret, trademark, trade name, copyright, patent, or other proprietary rights.

6.13 INTEGRATION AND AMENDMENT: This Agreement contains the entire understanding between the DISTRICT and CONSULTANT as to those matters contained herein. No other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting those matters, which are not specifically incorporated herein, may be deemed in any way to exist or to bind any of the parties hereto. Each party acknowledges that it has not executed this Agreement in reliance on any promise, representation or warranty not set forth herein. This Agreement may not be amended except by a writing
signed by all parties hereto.

6.14 ASSIGNMENT: Neither party shall assign or transfer its interest in this Agreement without written consent of the other party. All terms, conditions, and provisions of this Agreement shall inure to and shall bind each of the parties hereto, and each of their respective heirs, executors, administrators, successors, and assigns.

6.15 GOVERNING LAW: This Agreement shall be construed as if it was jointly prepared by both parties hereto, and any uncertainty or ambiguity contained herein shall not be interpreted against the party drafting same. This Agreement shall be enforced and governed by the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state court situated in the County of San Bernardino, State of California, or in a federal court with in rem jurisdiction over the Project.

6.16 HEADINGS: Article and Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

6.17 PARTIAL INVALIDITY: If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

6.18 EFFECT OF DISTRICT’S WAIVER: Any failure by the DISTRICT to enforce any provision of this Agreement, or any waiver thereof by the DISTRICT, shall not constitute a waiver of its right to enforce subsequent violations of the same or any other terms or conditions herein.

6.19 AUTHORITY: The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to sign this Agreement on behalf of and to so bind their respective legal entities.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CONSULTANT

DISTRICT
APPENDIX D: Sample Task Order
SAMPLE TASK ORDER TO
MASTER SERVICES AGREEMENT
FOR
LAND SURVEYING SUPPORT SERVICES

Date: ## / ## / ####
Consultant: XXXXXXXX
Project / Task Description: _____________________________________________________
______________________________________________________________________________
______________________________________________________________________________

I. RECITALS

This Task order is issued for the procurement of services needed in conjunction with District Project (NAME)

District and Consultant previously entered into Contract Number ######. Except as otherwise specified herein, the terms and conditions of that Agreement are incorporated into this Task Order via this reference.

II. TASK ORDER AGREEMENTS

i. Scope of Work: Consultant shall furnish the qualified personnel, equipment, materials, and supplies necessary to perform the work described in the Exhibit A.

ii. Period of Performance: ## / ## / #### through ## / ## / ######

iii. Compensation: Authorized total payments to Consultant for performance of this firm-fixed price Task Order shall not-to-exceed $###,###.##.

iv. Assigned Personnel: The below-listed named personnel are assigned to direct the performance of this task order on behalf of the respective Parties.

PROJECT MANAGER ASSIGNMENT: All technical direction related to this Task Order shall become from the designated Project Managers. Details of the District’s assignment are listed below:
CONTRACTOR ASSIGNMENT: Special inquires related to this agreement and the effects of this Agreement shall be referred to the following:

Contractor: (Name of Business)
Project Manager: (NAME)
Address: (ADDRESS)
Phone: (NUMBER)
Email: (EMAIL)

v. Task Order Modifications: No communication, either written or oral, by other than written and bi-lateral executed change order shall be effective to modify or otherwise affect the provisions of this Task Order.

III. SIGNATURES

East Valley Water District (CONSULTANT)

__________________________________________
John Mura, General Manager (NAME), (TITLE)

Date: / / Date: / /
To:        Governing Board Members
From:      General Manager/CEO

Subject:   Consider adoption of Resolution 2020.07 - Designation of Applicant's Agent Resolution for Non-State Agencies

RECOMMENDATION:

Due to the COVID-19 pandemic, staff recommends that the Board of Directors adopt Resolution 2020.07, Designation of Applicant's Agent Resolution for Non-State Agencies, delegating signature authority for the Federal Emergency Management Agency (FEMA) reimbursement process.

BACKGROUND / ANALYSIS:

At East Valley Water District (District) the health and safety of our customers and employees is a top priority. The District is closely monitoring the latest developments related to COVID-19 (coronavirus) and following the guidance of government and public health officials. As a water and wastewater agency the District provides an essential resource to the public. Meticulous steps to prepare for emergencies like this have been taken, and staff is confident that we will rise to the occasion for our community.

At the March 26, 2020 regular board meeting, the Governing Board took action to ratify the declaration of a local state of emergency. This action was the first of many steps to allow the District to become eligible for COVID-19 related expense reimbursements through the Federal Emergency Management Agency (FEMA). This process requires extensive documentation and certification and provides a formal mechanism for the Governing Board to designate signature authority to staff on behalf of the District. In this case, the General Manager/CEO is listed as the primary signature, with the Chief Financial Officer and the Director of Strategic Services listed as approved alternates.

The District has initiated regular meetings to develop weekly goals and objectives, financial tracking procedures, increased community outreach, and implemented modifications to staffing in order to ensure that the District continues to provide world class service to our community.

AGENCY GOALS AND OBJECTIVES:
Goal and Objectives II - Maintain a Commitment to Sustainability, Transparency, and Accountability

a) Practice Transparent and Accountable Fiscal Management
c) Pursue Alternative Funding Sources

Goal and Objectives III - Deliver Public Service with Purpose While Embracing Continuous Growth

a) Advance Emergency Preparedness Efforts

REVIEW BY OTHERS:

This agenda item has been reviewed by the Administration department.

FISCAL IMPACT

There is no fiscal impact associated with this item.

Recommended by: John Mura
General Manager/CEO

Respectfully submitted: Kelly Malloy
Director of Strategic Services

ATTACHMENTS:

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<tr>
<th>Description</th>
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<tr>
<td>Resolution 2020.07</td>
<td>Resolution Letter</td>
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STATE OF CALIFORNIA
GOVERNOR'S OFFICE OF EMERGENCY SERVICES

Cal OES ID No: ______________________

Cal OES 130

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE East Valley Water District

THAT

General Manager/CEO OR

Chief Financial Officer OR

Director of Strategic Services

is hereby authorized to execute for and on behalf of the East Valley Water District, a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the East Valley Water District, a public entity established under the laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

Please check the appropriate box below:

☐ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.
☐ This is a disaster specific resolution and is effective for only disaster number(s) ______________________

Passed and approved this 8th day of April, 2020

David E. Smith, Board President

Phillip R. Goodrich, Board Vice President

CERTIFICATION

I, Justine Hendricksen, duly appointed and District Clerk of East Valley Water District, do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Board of Directors of the East Valley Water District on the 8th day of April, 2020.

District Clerk